

12/20/06  
12/26/06

**80-R-06**

**A RESOLUTION**

**Authorizing the City Manager to Sign a supplemental funding Agreement with the Illinois Department of Transportation and Transystems Corporation for Construction & Construction Engineering Funding for McCormick Blvd. Project**

**WHEREAS**, the City of Evanston and the Illinois Department of Transportation (IDOT), entered into an Agreement dated September 12, 2005 to provide funding for McCormick Boulevard reconstruction project; and

**WHEREAS**, the City of Evanston, the Illinois Department of Transportation (IDOT), and TranSystems Corporation entered into an Agreement dated September 12, 2005 to provide Consulting Engineering Professional Services for the McCormick Boulevard reconstruction project; and

**WHEREAS**, the City and IDOT have determined it is necessary to increase the construction funding and also TransSystems Corporation to provide additional consulting engineering services for said project; and

**WHEREAS**, the City has determined this Supplemental Agreement is in the best interest of the City;

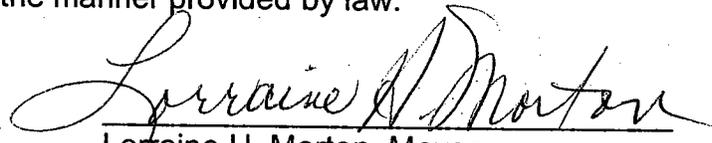
**WHEREAS**, the City Council has determined it is in the best interest of the City to approve said Intergovernmental Agreement;

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

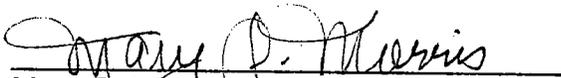
**SECTION 1:** That the City Manager is hereby authorized to sign and the City Clerk hereby authorized to attest to the Supplemental Agreement with IDOT and TranSystems Corporation for additional funding for McCormick Boulevard project, attached as Exhibit 1 and 2.

**SECTION 2:** That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Supplemental Agreement as may be determined to be in the best interests of the City.

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

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: January 8, 2007

 <b>Illinois Department of Transportation</b> Local Agency Amendment #1 for Federal Participation	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
	City of Evanston	X			
	Section	Fund Type		ITEP Number	
	00-00218-00-FP	STU			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-281-02	M-8003(221)				

This Amendment is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

**Amended Division of Cost**

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	3,601,900	( * )	870,000	( **** )	673,700	( BAL )	5,145,600
Non-Participating Construction*****		( )		( )	235,600	( 100 )	235,600
Traffic Signal Modernization	72,800	( ** )	10,000	( *** )	21,200	( BAL )	104,000
Construction Engineering	276,900	( * )		( )	118,600	( BAL )	395,500
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
<b>TOTAL</b>	<b>\$ 3,951,600</b>		<b>\$ 880,000</b>		<b>\$ 1,049,100</b>		<b>\$ 5,880,700</b>

\*Maximum FHWA participation 70% not to exceed \$3,878,800.

\*\* Maximum FHWA participation 70% not to exceed \$80,000 for traffic signal work.

\*\*\*Maximum STATE participation for Traffic Signal Modernization 50% not to exceed \$10,000.

\*\*\*\*Maximum STATE participation 30% not to exceed \$870,000.

\*\*\*\*\*Non-participation construction includes but is not limited to work on Ecology Center Driveway and school parking lots.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

**APPROVED**

Name Julia Carroll

Title City Manager  
County Board Chairperson/Mayor/Village President/etc.

Signature \_\_\_\_\_

Date \_\_\_\_\_

TIN Number \_\_\_\_\_

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Timothy W. Martin, Secretary

Date \_\_\_\_\_

\_\_\_\_\_  
Secretary's Delegate - Milton R. Sees, Director of Highways/Chief Engineer

\_\_\_\_\_  
Ellen Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Ann L. Schneider, Director of Finance and Administration

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this Amendment is required.

Local Agency City of Evanston	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>  <b>AMENDMENT NO. 1</b>	<b>C O N S U L T A N T</b>	Consultant TranSystems Corporation
County Cook				Address 1051 Perimeter Dr., Suite 1025
Section 00-00218-00-FP				City Schaumburg
Project No. STPM-8003(221)				State Illinois
Job No. C-91-281-02				Zip Code 60173-5058
Contact Name/Phone/E-mail Address Sat Nagar/ (847)866-2967 snagar@cityofevanston	Contact Name/Phone/E-mail Address Charles J. Stenzel/ (847)605-9600 cjstenzel@transystems.com			

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Regional Engineer, Department of Transportation
<b>Resident Engineer</b>	LA Employee directly responsible for construction of the PROJECT
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

**Project Description**

Name McCormick Boulevard Route FAU 2832 Length 4,650 ft Structure No. N/A  
 Termini Emerson Street 9Golf Road) to Green Bay Road

Description: Phase III Construction Engineering Amendment for the reconstruction of McCormick Boulevard from Emerson Street to Green Bay Road in the City of Evanston, Cook County, Illinois. See Exhibit C for the detailed Scope of Services.

**Agreement Provisions**

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

  - e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - g. Inspect, document and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.

- h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the resident engineer or authorized representative.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the resident engineer, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
    - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
    - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
    - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
    - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
    - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

## II. THE LA AGREES,

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee       CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
                                    CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
                                    CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:      DL = Direct Labor  
                   IHDC = In House Direct Costs  
                   OH = Consultant Firm's Actual Overhead Factor  
                   R = Complexity Factor

Specific Rate               (Pay per element)

Lump Sum                     \_\_\_\_\_

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

### III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.

This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance program; and

- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
TranSystems Corporation	43-0839725	\$27,956.05
Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		
Prime Consultant Total:		\$27,956.05
Total for all Work:		\$27,956.05

Executed by the LA:

City of Evanston

(Municipality/Township/County)

ATTEST:

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

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

Clerk

Title: \_\_\_\_\_

(SEAL)

Executed by the ENGINEER:

ATTEST:

TranSystems Corporation

By: Yael A. Buzlit

By: Chul Hyung

Title: Vice President

Title: Vice President

**Exhibit A - Construction Engineering**

Route: FAU 2832/ McCormick Boulevard  
 Local Agency: City of Evanston  
 (Municipality/Township/County)  
 Section: 00-00218-00-FP  
 Project: STPM-8003(221)  
 Job No.: C-91-281-02

\*Firm's approved rates on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH) 159.46 %  
 Complexity Factor (R) 0.00  
 Calendar Days 365

Method of Compensation:

- Cost Plus Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2  14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3  14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
See Exhibit D									
Cost Estimate of Consultant Services									
<b>Totals</b>		0.00							



**EXHIBIT C**

**SCOPE OF SUPPLEMENTAL ENGINEERING SERVICES**

## Scope of Supplemental Engineering Services

Due to additional work, as itemized below, associated with the improvements to McCormick Blvd., TranSystems was required to perform certain tasks necessitating additional man hours.

### Removal & Replace 48" Brick Sewer

An existing 48" brick sewer collapsed during excavation for roadway, requiring replacement with 48" ductile iron pipe. Progression of work on controlling item could not continue until this work was complete. TranSystems hours:

Classification	Task Description	Hours
Resident Engineer	Conduct meetings, coordinate work, inspection, documentation, review contractor cost proposal and invoice, prepare/submit authorization to IDOT	40
Resident Inspector	Layout, inspection, quantity measurement, record quantities	40

### Time Extension (From 10/31/06 to 11/17/06)

Due to the addition work referenced above, and the addition of 46 trees on 10/31/06 at the request of City of Evanston personnel, the contractor's schedule for completing landscaping items was pushed beyond the contract completion date of 10/31/06, requiring additional time for coordination of work, construction observation and documentation, and use of company vehicle an additional 17 days. TranSystems hours:

Classification	Task Description	Hours
Resident Engineer	Coordination of work, inspection, documentation, prepare/submit request for time extension to IDOT.	133

**EXHIBIT D**

**COST ESTIMATE OF CONSULTANT SERVICES**





Payroll Escalation Table  
Fixed Raises

FIRM NAME TranSystems Corporation  
PRIME/SUPPLEMENT \_\_\_\_\_

DATE 12/14/06  
PTB NO. \_\_\_\_\_

CONTRACT TERM 3 MONTHS  
START DATE 11/1/2006  
RAISE DATE 4/1/2007

OVERHEAD RATE 154.30%  
COMPLEXITY FACTOR \_\_\_\_\_  
% OF RAISE 3.00%

ESCALATION PER YEAR

11/1/2006 - 4/1/2007

5  
3

= 166.67%  
= 1.6667

The total escalation for this project would be:

Four empty rectangular boxes for calculation steps, each with a horizontal line underneath.

66.67%



Route FAU 2832 McCormick Blvd  
 Section 00-00218-00-FP  
 County Cook  
 Job No. C-91-281-02  
 PTB/Item

Consultant TranSystems Corporation

**Average Hourly Project Rates**

Date 12/14/06

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Rem & Repl 48" San Sewer			Time Extension			Vehicle (17 days @ \$36/day)								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg						
Principal in Charge	70.00	0																	
Senior Project Manager (Highw	61.00	0																	
Project Manager (Highway)	49.99	0																	
Construction Manager	55.50	0																	
Chief Structural Engineer	63.44	0																	
Senior Project Engineer (Highw	46.95	0																	
Senior Transportation Planner	48.93	0																	
Transportation Planner	32.21	0																	
Project Engineer (Highway)	42.67	0																	
Resident Engineer	46.26	173	81.22%	37.57	40	50.00%	23.13	0			133	100.00%	46.26						
Senior Resident Inspector	39.24	0																	
Resident Inspector	34.70	40	18.78%	6.52	40	50.00%	17.35	0											
Assistant Resident Inspector	29.52	0																	
Design Engineer III (Highway)	38.14	0																	
Design Engineer II (Highway)	29.77	0																	
Design Engineer I (Highway)	23.22	0																	
Construction Inspector V	47.00	0																	
Construction Inspector IV	34.62	0																	
Construction Inspector III	26.00	0																	
Construction Inspector I	16.80	0																	
Land Surveyor	40.74	0																	
Survey Crew Chief	29.06	0																	
Instrument Person	29.06	0																	
Rodman	18.50	0																	
CADD Technician III	25.83	0																	
CADD Technician II	22.66	0																	
CADD Technician I	16.75	0																	
Senior Administrator	38.88	0																	
Administrative Assistant	21.48	0																	
		0																	
<b>TOTALS</b>		213	100%	\$44.09	80	100%	\$40.48	0	0%	\$0.00	133	100%	\$46.26	0	0%	\$0.00	0	0%	\$0.00

**EXHIBIT E**

**HOURLY RATE RANGE**



## 81-R-06

## A RESOLUTION

**Amending the 1994 Community Development Block Grant  
Program and Authorizing the Reallocation of Unexpended Funds**

WHEREAS, in a review of the Garage Demolition Program budget first funded in the 1994 Community Development Block Grant program and against which there has been no expenditures in the past year, \$8,600 has been identified for reallocation to other eligible CDBG activities, leaving a balance of \$10,515 for projects anticipated in the year ahead and addressing timely use of funds per HUD guidelines; and

WHEREAS, the FY 1994 Community Development Block Grant program activities, which the Evanston City Council directed the City Manager to file an application for with the United States Department of Housing and Urban Development (HUD), were approved by HUD and reallocation of said funds requires amendment of the City's FY 1994 CDBG application; and

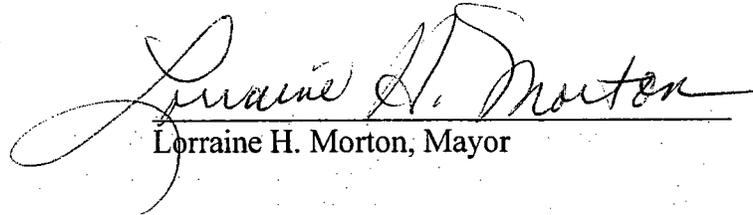
WHEREAS, the City's Housing and Community Development Act Committee did hold a public meeting on November 15, 2006 to hear public opinion on said proposed reallocations according to the CDBG Program's Citizen Participation Plan;

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

SECTION 1: That the City's FY 1994 application for Community Development Block Grant program activities is hereby amended and \$8,600 is approved for reallocation to the City's 2007/08 CDBG program:

<u>Program Year</u>	<u>Project</u>	<u>Amount</u>
Twentieth Year 1998/99	Garage Demolitions	\$8,600
<b>TOTAL AMOUNT PROPOSED FOR REALLOCATION to FY 2007/08 CDBG PROGRAM:</b>		<b>\$8,600</b>

SECTION 2: That 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.

  
Lorraine H. Morton, Mayor

ATTEST:

  
City Clerk

Adopted: January 8, 2007

## 82-R-06

## A RESOLUTION

Adopting the City's FY 2007/08 Community Development Block Grant, HOME Investment Partnerships and Emergency Shelter Grants Program Budgets and Approving the City's One-Year Action Plan for FY 2007/08

WHEREAS, the Congress of the United States did pass Public Law 93-383, Title I of the Housing and Community Development Act of 1974 (which established the Community Development Block Grant {CDBG} Program); Public Law 101-625, the Cranston-Gonzales National Affordable Housing Act (which established the HOME Investment Partnerships Program); and Public Law 100-77, the Stewart B. McKinney Homeless Assistance Act (which established the Emergency Shelter Grants {ESG} Program); and

WHEREAS, the City of Evanston is an "Entitlement City" by definition in said Acts, and as such, is eligible to make application to the United States Department of Housing and Urban Development (HUD) for said grant programs; and

WHEREAS, the City of Evanston estimates that FY 2007/08 HUD entitlement allocations will be

Community Development Block Grant	\$2,015,671
HOME Investment Partnerships	532,809
Emergency Shelter Grants	<u>86,424</u>
Total FY 2006/07 funding:	\$2,634,904

and

WHEREAS, the City Council's Housing and Community Development Act Committee is charged with oversight of the City's CDBG program; the Evanston Housing Commission is charged with oversight of the City's HOME program; and the City Council's Human Services Committee is charged with oversight of the City's ESG program; and

WHEREAS, the Housing & Community Development Act Committee met on several occasions in the fall of 2006 and developed recommendations for use of FY 2007/08 CDBG funds; and

WHEREAS, recommendations for the use of FY 2007/08 ESG funds have not yet been determined; however, recommendations to the City Council for the use of 2007/08 ESG funds will be made by the Human Services Committee once the City learns its actual 2007/08 ESG funding; and

WHEREAS, recommendations for the use of HOME funds are made by the Evanston Housing Commission to the Planning & Development Committee and City Council, and the use of said funds is determined by the City Council; and

WHEREAS, HUD requires that the City submit a One-Year Action Plan that details the activities the City proposes to undertake using the sum of the estimated FY 2007/08 CDBG, HOME and ESG funds, including entitlement allocations, reallocations of funds from completed prior years' CDBG projects, estimated CDBG and HOME program income and required matches for HOME and ESG funding, totaling \$3,041,913, are described; and

WHEREAS, the proposed activities in the One Year Action Plan address the City's housing and homeless needs and economic development initiatives. Specific projects which are proposed to be funded with HUD's FY 2007/08 funding were derived from the City's priority needs, as identified in the City's 2005-2009 HUD Consolidated Plan. Specific CDBG activities and recommended funding levels were approved by the Housing and Community Development Act Committee on November 15, 2006; and

WHEREAS, the proposed One-Year Action Plan for FY 2007/08, which includes proposed FY 2007/08 CDBG funding recommendations, was the subject of a Public Hearing as conducted by the Housing and Community Development Act Committee on December 19, 2006; and

WHEREAS, said Committee conducted said public hearing, received citizen input on the proposed FY 2007/08 One Year Action Plan, and recommends approval by the Evanston City Council of the proposed One Year Action Plan for FY 2007/08; and

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

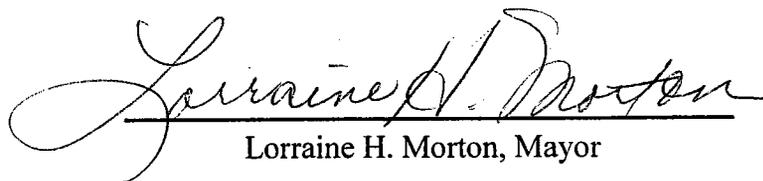
SECTION 1: That the City's One Year Action Plan for FY 2007/08, attached hereto as Exhibit A and made a part hereof, is approved.

SECTION 2: That the City of Evanston's 2007/08 Community Development Block Grant Program, totaling \$2,234,271 (which is the sum of \$2,015,671 in FY 2007/08 estimated entitlement funds, \$210,000 estimated program income, and \$8,600 in reallocated funds from completed prior years' CDBG projects), is hereby approved.

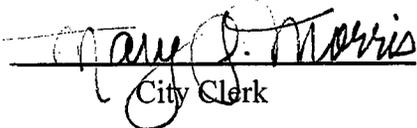
SECTION 3: That HOME Investment Partnerships (HOME) funding totaling \$699,612 (which is the sum of \$532,809 in FY 2007/08 estimated entitlement funds, \$33,601 in estimated program income and the required match of \$133,202) and Emergency Shelter Grants (ESG) funding totaling \$108,030 (which is the sum of \$86,424 in FY2007/08 estimated entitlement funds and the required match of \$21,606) is hereby approved.

SECTION 4: That the City Manager of the City of Evanston is hereby authorized to transmit said One Year Action Plan for FY 2007/08 for the proposed CDBG, HOME and ESG program budgets to the U.S. Department of Housing and Urban Development (HUD) and to provide any additional information as may be required by HUD.

SECTION 5: That 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.

  
Lorraine H. Morton, Mayor

ATTEST:

  
City Clerk

Adopted: January 8, 2007

**83-R-06**

**A RESOLUTION**

**Authorizing the City Manager to Sign  
Joint Agreements with the Illinois Department of Transportation  
for 20% Participation of the Preliminary Engineering Cost and with  
T.Y. Lin International for Preliminary Engineering Services for the  
Evanston On-Street Bike Plan**

**WHEREAS**, the City of Evanston and the Illinois Department of Transportation (hereinafter "IDOT"), in the interest of the safe and efficient movement of bicycle and other vehicular traffic, are desirous of implementing bicycle lanes and routes in the City of Evanston (see Evanston On-Street Bike Plan, attached hereto as Exhibit 1), said improvement to be identified as State Section: 04-000235-00-BT, State Job: D-91-113-05, and Project Number: CMM-8003(469) and hereinafter referred to as the PROJECT; and

**WHEREAS**, the parties hereto are desirous of said PROJECT in that same will be of immediate benefit to the residents of the area and will be permanent in nature; and

**WHEREAS**, the State of Illinois and the City wish to avail themselves of Federal funds committed to improve this PROJECT; and

**WHEREAS**, the City has previously entered into an Agreement with consultants T.Y. Lin International for Phase I Engineering for the Evanston On-Street Bike Plan, and the consultants need to begin Phase II Engineering which requires a Joint Agreement; and

**WHEREAS**, the City Council of the City of Evanston has determined it is in the best interests of the City to enter into said Joint Agreements,

**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 to sign and the City Clerk hereby authorized to attest to the Joint Agreements made with the Illinois Department of Transportation for 20% Participation of the Preliminary Engineering Cost for the Evanston On-Street Bike Plan Project, attached as Exhibit 2, and with T. Y. Lin International for Preliminary Engineering Services, attached as Exhibit 3 and made a part hereof.

**SECTION 2:** That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Joint Agreements as may be determined to be in the best interests of the City.

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

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: January 8, 2007

## EXHIBIT 1

**EVANSTON ON-STREET BIKE PLAN**

The following describes the T.Y. Lin International (TYLI) team's understanding of and approach to the Phase II Engineering Design for the implementation of citywide bicycle lanes and bicycle route signing. Project understanding, methods, and task outlines are presented.

The improvements are described as follows:

- Preparation of pavement marking plans for approximately 7.77 miles of roadway in the City of Evanston to add on-street bicycle lanes to the existing pavement markings as well as any other necessary work to install the markings.
- Preparation of schematic signing plans for approximately 33.28 miles of roadway in the City of Evanston to add bicycle route signing, mounted on existing light poles or posts or on new posts at locations specified as well as any other necessary work to install the bicycle route signs.

**Plan Preparation:**

For purposes of estimating the work effort required to prepare contract documents the following assumptions have been made:

- Pavement marking design will be in accordance with IDOT District One Policy and Procedures and the Manual of Uniform Traffic Control Devices (MUTCD).
- Proposed plans for pavement marking will be done using the drawings in the Phase I report as a basis. They will not be to scale.
- The proposed plans for the signing will be done on a schematic, not-to scale map of the City on 8½" x 11" inch paper and included in the Special Provisions.
- No utility surveys or information gathering are included.
- No work on pavement, drainage, sidewalk, driveway, lighting, traffic signals or other repairs are included.
- Permitting services include preparation of an IDOT permit for pavement marking and bicycle signing installation construction work on IDOT jurisdictional roadways.
- Bidding documents will be developed and prepared in accordance with the Illinois Department of Transportation, Bureau of Local Roads Manual. T.Y. Lin will provide final plans and special provisions as required for State and Local Roads projects bid through the IDOT Bureau of Local Roads.

- Bidding assistance including a pre-bid conference is not included in the scope of services.

### **Project Schedule:**

- Anticipated Notice to Proceed – January 2, 2007
- Final Plan Submittal sixty calendar days after receipt of IDOT and City Comments

### **1. Final Plan Preparation:**

Discussions will be held with the City regarding additional specific requirements not already identified in the Phase I report as well as to refine the detailed limits of work and extent of design. Also, any known changed conditions within the project limits will be discussed, and a course of action for addressing these changed conditions will be determined.

The plan set is anticipated to include plan sheets for the pavement marking revisions/additions. The signing plans will be produced on 8½" x 11" pages using a schematic not to scale map of the City and with location dimensions noted from existing right-of-way lines. The signing location plans and signing details will be inserted as a part of the Special Provision booklet.

A Pre-Final set of Plans, Special Provisions and Engineer's Estimate of Probable Cost for the project will be developed, reflecting a 95% level of completion. It is anticipated that all of the plan sheets will be represented as part of this submittal. A submittal will be made to the City and IDOT for review. The Pre-Final submittal is estimated to consist of four full-size, twelve half-size copies of the plans, twelve copies of special provisions, and three copies of the Estimate of Probable Cost.

Final Plans, Special Provisions, Engineer's Estimate of Probable Cost, and Estimate of Time for the project will be submitted as soon as possible after receipt of City and IDOT comments. Full-size (24" x 36") mylar plan sheets will be plotted and submitted. The final submittal is estimated to consist of two copies of full-size plan sets, twenty copies of half-size plan sets, twenty copies of the Special Provisions, and six copies of the Estimate of Probable Cost and Estimate of Time. In addition, the final plans, special provisions, and estimates will be submitted on CD-ROM. The final quantity calculation books and original copy of the project special provisions will also be submitted to the City within sixty days of the final plan submittal for bidding.

### **2. Quality Assurance / Quality Control**

A specific Project Quality Control/Quality Assurance Plan will be followed to assure that the members of the project team best achieve the goal of getting the project tasks done right the first time and within the project schedule constraints. A Quality Control Check

Sheet will be developed for each of the project milestones to document the effectiveness of the plan.

### **3. Administration and Management:**

This task includes meetings, permits, coordination, and communication with the City of Evanston on project issues. This task includes one meeting with the City of Evanston and one separate meeting IDOT. The project will have one field meeting where the entire forty-five mile project will be driven. This task also includes preparation of a permit application to IDOT for construction work on IDOT jurisdictional roadways as well as general project administration tasks.

# PROJECT LOCATION MAP

CITY OF EVANSTON

PROPOSED PROJECTS INCLUDED IN THIS PDR

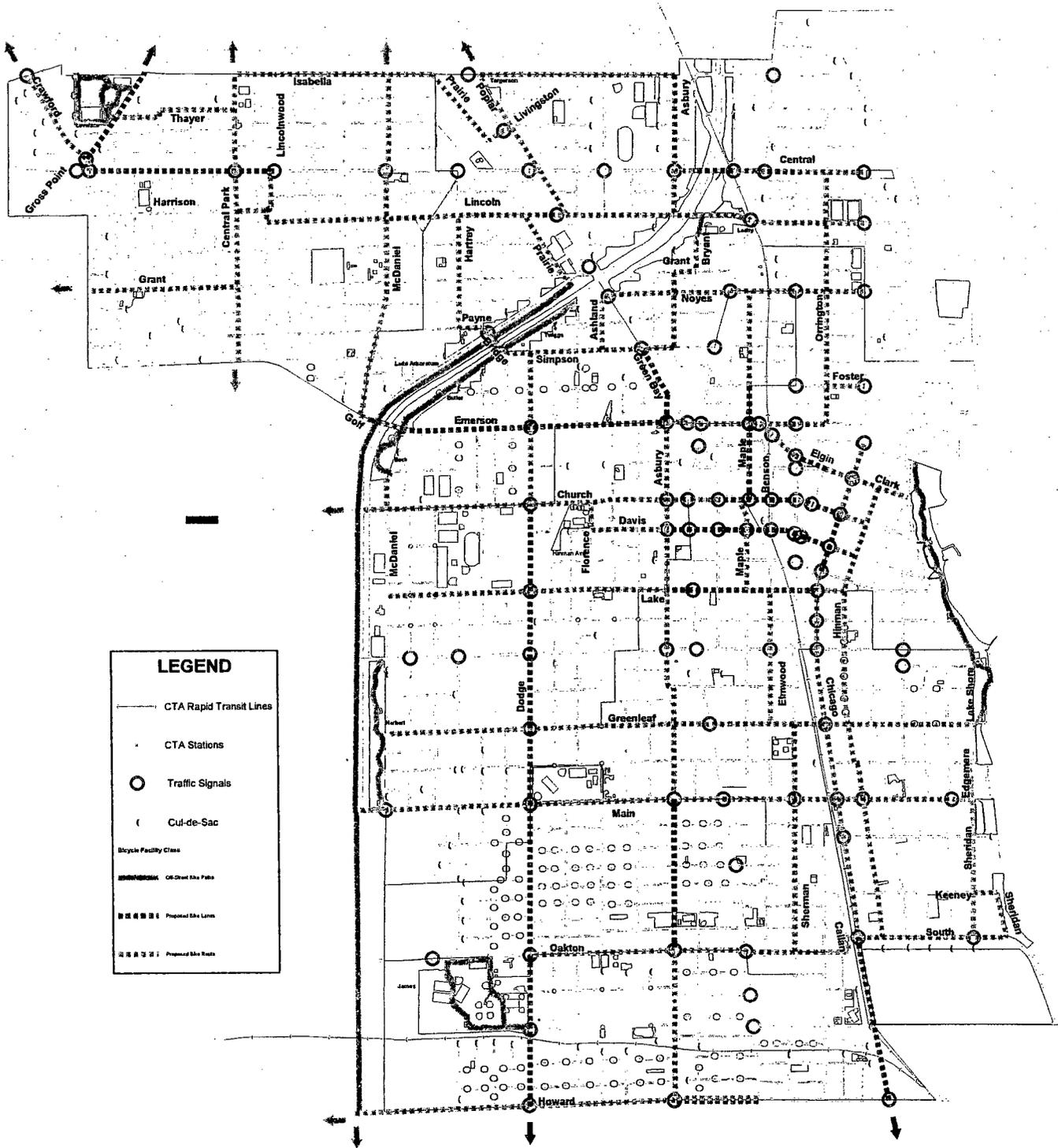


EXHIBIT 2

**Local Agency Agreement for Federal Participation**



**Illinois Department of Transportation**

**Local Agency Agreement for Federal Participation**

Local Agency City of Evanston	State Contract	Day Labor	Local Contract	RR Force Account
Section 04-00235-00-BT	Fund Type		ITEP Number	

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-113-05	CMM-8003(469)		

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

**Location**

Local Name City of Evanston Bicycle Routes Route Citywide Length 41 mi.  
 Termini Citywide

Current Jurisdiction City of Evanston, Cook County, IDOT Existing Str. No N/A

**Project Description**

Phase II Design Engineering plans, specifications and estimates for installation of bicycle lane pavement markings for 7.77 miles of roadway and installation of bicycle route signing for 33.28 miles of roadway.

**Division of Cost**

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		( )		( )		( )	
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering	28,894	( 80 )		( )	7,224	( 20 )	36,118
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
<b>TOTAL</b>	<b>\$ 28,894</b>		<b>\$</b>		<b>\$ 7,224</b>		<b>\$ 36,118</b>

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.  
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.  
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (95% of LA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
 METHOD C---LA's Share \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.  
Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA.
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

**IT IS MUTUALLY AGREED:**

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map.

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

**APPROVED**

Name \_\_\_\_\_

Title City Manager  
County Board Chairperson/Mayor/Village President/etc.

Signature \_\_\_\_\_

Date \_\_\_\_\_

TIN Number 300002870-40

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Timothy W. Martin, Secretary

Date \_\_\_\_\_

\_\_\_\_\_  
Milton R. Sees, Director of Highways/Chief Engineer

\_\_\_\_\_  
Ellen Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Ann L. Schneider, Director of Finance and Administration

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

EXHIBIT 3

**Preliminary Engineering Services Agreement for Federal Participation**

Local Agency City of Evanston	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	<b>L O C A L  A G E N C Y</b>	Consultant T.Y.Lin International Great Lakes, Inc.
County Cook			Address 5960 N Milwaukee Avenue
Section 0235-00-BT			City Chicago
Project No. CMM-8003(469)			State Illinois
Job No. D-91-113-05			Zip Code 60646
Contact Name/Phone/E-mail Address Rajeev Dahal 847-866-2922 RDahal@cityofevanston.com			Contact Name/Phone/E-mail Address Heather Gaffney 773-792-9000 hgaffney@tylin.com
			<b>C O N S U L T A N T</b>

THIS AGREEMENT is made and entered into this 8th day of January, 2007 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

Name	City of Evanston Bicycle Routes	Route	Citywide	Length	41 mi.	Structure No.	N/A
Termini	Citywide						

Description: Phase II plans, specifications and estimates for installation of bicycle lane pavement markings for 7.77 miles of roadway and installation of bicycle route signing for 33.28 miles of roadway in Evanston, Illinois

#### Agreement Provisions

**I, THE ENGINEER AGREES,**

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 120 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - Design and/or approve cofferdams and superstructure shop drawings.
  - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and boring pit and channel change agreements including prints of the corresponding plats and staking as required.

## II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee  CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor  
IHDC = In House Direct Costs  
OH = Consultant Firm's Actual Overhead Factor  
R = Complexity Factor

Specific Rate  (Pay per element)

Lump Sum

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

## III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.







1/18/2007

**1-R-07**

**A RESOLUTION**

**Authorizing the City Manager to  
Execute an Agreement with  
Takashi Soga for  
Public Art at Sherman Plaza**

**WHEREAS**, the City has implemented a public art program pursuant to Ordinance 112-O-89 by providing a mechanism for funding the acquisition of works of art in public places; and

**WHEREAS**, the plaza on the northwest corner of the intersection of Sherman Avenue and Davis Street is an appropriate public place for exhibition of an iconic sculptural artwork; and

**WHEREAS**, Takashi Soga ("Artist") is an artist from Utica, New York, who proposed a work of public art for Sherman Plaza; and

**WHEREAS**, the sculpture will consist of painted stainless steel and lead, featuring one ring balancing horizontally from the top of a vertical base; and

**WHEREAS**, the work of art known as "*The Sea of the Ear-Ring*" shall imbue Sherman Plaza with a sense of calmness and wonder; and

**WHEREAS**, City Council's selection of the Artist's work was recommended by the Arts Council and the Public Art Committee; and

**WHEREAS**, the Artist's fee for the sculpture is not to exceed two hundred fifty thousand dollars (\$250,000.00); and

**WHEREAS**, an Agreement with the Artist for the aforementioned work of art is in the best interest of the citizens of Evanston.

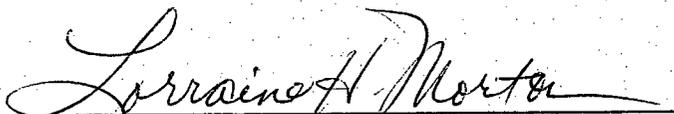
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** That the City Council finds the foregoing recitals as fact and makes them a part hereof.

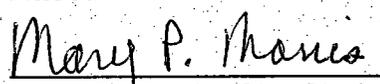
**SECTION 2:** That the City Manager is hereby authorized and directed to sign and the City Clerk hereby authorized and directed to attest, on behalf of the City of Evanston, an Agreement with Takashi Soga to design, fabricate, and install the aforescribed sculpture at Sherman Plaza in substantial conformity with the attached Agreement in Exhibit A, made a part hereof, at a total cost not to exceed two hundred fifty thousand dollars (\$250,000.00).

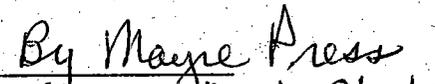
**SECTION 3:** That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the Agreement.

**SECTION 4:** That this Resolution 1-R-07 shall be in full force and effect from and after the date of its passage and approval in the manner required by law.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

  
Deputy Clerk

Adopted: February 12, 2007

2/23/2007  
2/8/2007  
2/2/2007  
1/18/2007

**2-R-07**

**A RESOLUTION**

**Authorizing the City Manager to  
Create an Evanston Youth Council**

**WHEREAS**, a goal of the Strategic Plan is for the City of Evanston to provide opportunities for Evanston youth and young adults to become active and productive citizens of their community; and

**WHEREAS**, the City Council has adopted a Youth Engagement Initiative; and

**WHEREAS**, one of the recommendations to emerge from the Youth Engagement Initiative was creation an Evanston Youth Council in response to an expression on the part of many youth and young adults of severe disconnect as effective members of the community; and

**WHEREAS**, creation an Evanston Youth Council would not only serve the youth population, but foster and direct opportunities for youth to affect and serve their community, addressing issues pertinent to the City's youth and young adults; and

**WHEREAS**, the Evanston Youth Council would formulate program recommendations allowing young people to develop a sense of social responsibility to their community;

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

**SECTION 1:** That, for the reasons stated above, the City Council of the City of Evanston, Illinois, hereby establishes an Evanston Youth Council, to:

- a) foster a working partnership between Evanston youth and young adults, the Evanston City Council and City Staff, providing a youth voice on all issues of the community;
- b) assume responsibility for various projects such as organizing a Youth Summit, conducting youth surveys, participating in community service projects, and sponsoring social events for Evanston youth and young adults.
- c) sponsor quarterly events that include the attendance of both Youth Council and City Council members.

**SECTION 2:** That the proposed selection procedure for participation in the Evanston Youth Council is:

**A) YOUTH COUNCIL STRUCTURE:**

- 1) A membership composed of eighteen (18) voting members, two (2) members per City Ward.
- 2) A Youth Coordinator responsible for coordinating meetings and projects for the Youth Council.
- 3) Appointed members to serve one (1) year terms. Members may re-apply for additional terms of service as long as they are within the age and residency requirements.
- 4) Attendance at one (1) weekend retreat.
- 5) Attendance at bimonthly Youth Council meetings.
- 6) Participation in subcommittees and service projects as needed.

**B) APPLICANTS:**

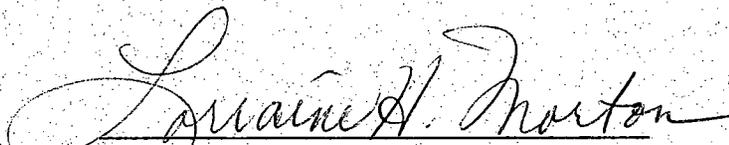
Requirements for membership in the Evanston Youth Council include:

- 1) Evanston residency.
- 2) Age between fifteen (15) and nineteen (19) years.

- 3) An interest in:
- a) working with peers to develop a better community for young people;
  - b) representing a youth perspective to City Council and Staff;
  - c) identifying major issues, challenges, and solutions concerning youth;
  - d) learning leadership and activism skills to bring about change in the community.

**SECTION 2:** That the foregoing recitals are hereby found as fact and made a part hereof.

**SECTION 3:** That 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.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: March 12, 2007

4/11/2007  
2/1/2007  
1/25/2007

**3-R-07**

**A RESOLUTION**

**Authorizing the Donation of Certain  
Surplus City-Owned Personal Property**

**WHEREAS**, the City Council of the City of Evanston, County of Cook, State of Illinois, in the United States of America has determined that it is no longer necessary, practical, economical, or in the best interest of the Citizens of Evanston to retain ownership of certain surplus City-owned personal property hereinafter described; and

**WHEREAS**, Mayor Zendaída Moya, on behalf of the City Council of our Sister City, Belize City, Belize, has requested donation of said surplus City-owned personal property to the Citizens of Belize City; and

**WHEREAS**, donation of such surplus City-owned personal property to the Citizens of Belize City has occurred in 2002 and 2003 as part of the Sister City relationship enjoyed by the City of Evanston and Belize City; and

**WHEREAS**, the continued donation of said surplus City-owned personal property to Belize City would benefit the quality of life, health, safety, and well-being of the Citizens of Belize City;

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

**SECTION 1:** That the Evanston City Council hereby authorizes the transfer of ownership of certain City-owned surplus property described in Exhibit A (attached to this Resolution) to our Sister City, Belize City, Belize.

**SECTION 2:** That, subsequent to the transfer of ownership of said surplus property from the City of Evanston to Belize City, responsibility for transporting the surplus property will be shared between the City of Evanston and Belize City.

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

**SECTION 4:** That 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.

  
\_\_\_\_\_  
Mayor Pro Tem

Attest:

  
\_\_\_\_\_  
Mary P. Morris, City Clerk

Adopted: May 14, 2007

## EXHIBIT A

**INVENTORY OF SURPLUS PROPERTY****PARKING METERS:**


---

Model	VIP	Duplex	263 housings that will accommodate 526 mechanisms.
Model	#76	Duplex	111 housings that will accommodate 222 mechanisms
Model	#60	Single	84 housings that will accommodate 84 mechanisms
Mechanisms	1002	Mechanical	

Miscellaneous repair parts and tools which are no longer required for our new equipment.

All of the housings and mechanisms were provided by Duncan Technologies.

All of the equipment we will be sending is in excess of twenty years in age and is not compatible with our present equipment.

**BEDDING:**

18 Twin bed frames, box springs, and mattresses in good condition.

---

2/1/07

**4-R-07**

**A RESOLUTION**

**IMRF Early Retirement Incentive**

**WHEREAS**, Section 7-141.1 of the Illinois Pension Code provides that a participating employer may elect to adopt an early retirement incentive program offered by the Illinois Municipal Retirement Fund (IMRF) by adopting a resolution or ordinance; and

**WHEREAS**, the goal of adopting an early retirement program is to realize a substantial savings in personnel costs by offering early retirement incentives to employees who have accumulated many years of service credit; and

**WHEREAS**, IMRF has prepared an actuarial estimate of the cost of an early retirement incentive program for the City of Evanston, as marked as Exhibit A attached hereto and incorporated herein by reference; and

**WHEREAS**, the City Council has reviewed the cost estimate and determined that the adoption of an early retirement incentive is in the best interests of the City of Evanston;

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

**SECTION 1:** The City of Evanston does hereby adopt the Illinois Municipal Retirement Fund early retirement incentive program as provided in

Section 7-141.1 of the Illinois Pension Code. The early retirement incentive program shall take effect on July 1, 2007.

**SECTION 2:** In order to help achieve a true cost savings, an employee who retires under the early retirement incentive program shall lose those incentives if he or she later accepts employment with any IMRF employer in any position. (Exception: employee can hold an elected position if he/she chooses to not participate in IMRF and the pension is not based on any service earned in that position during any term of office.)

**SECTION 3:** In order to utilize an early retirement incentive as a budgeting tool, the City of Evanston will use its best efforts either to limit the number of retiring employees replaced or to limit the salaries paid to the replacement employees.

**SECTION 4:** The effective date of each employee's retirement under this early retirement incentive program shall be set by the City of Evanston and shall be no earlier than the effective date of the program and no later than one year after that effective date; except that the employee may require that the retirement date set by the employer to be no later than the June 30 next occurring after the effective date of the program and no earlier than the date upon which the employee qualifies for retirement.

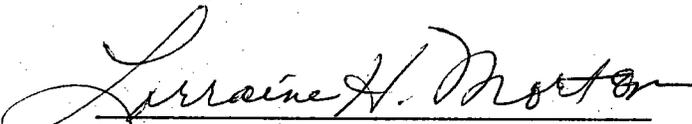
**SECTION 5:** To be eligible for the early retirement incentive under this Section, the employee must have attained age 50 and have at least 20 years of creditable service by his or her retirement date; and

**SECTION 6:** As of the date of the adoption of this Resolution, the City Council is not aware of the pending dissolution of the City of Evanston.

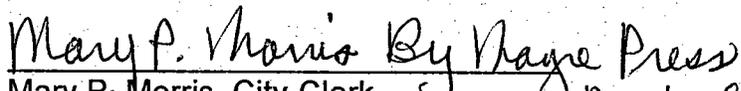
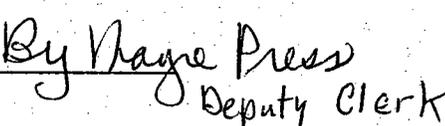
**SECTION 7:** The City Clerk shall promptly file a certified copy of this resolution with the Board of Trustees of the Illinois Municipal Retirement Fund.

**SECTION 8:** That the foregoing recitals are hereby found as fact and made a part hereof.

**SECTION 9:** That 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.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk   
Deputy Clerk

Adopted: February 12, 2007

**EXHIBIT A**  
**IMRF Retirement Incentive 5-Year Window Program**  
**Actuarial Analysis for**  
**03349 - CITY OF EVANSTON**  
**(Regular Members)**  
**Summary of Valuation Results**  
**Window Period: 07/01/2007 Through 07/01/2008**

<u>IMRF COSTS</u>						
	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years
1. Additional Liability Created by Window	\$13,434,581					
2. Schedule of Increase in Employer Contribution to IMRF based on indicated amortization of liability increase	Amortization Years					
	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years
First Year	\$2,972,581	\$2,517,253	\$2,192,363	\$1,948,990	\$1,759,973	\$1,609,009
Second Year	\$3,091,516	\$2,617,914	\$2,280,043	\$2,026,955	\$1,830,381	\$1,673,377
Third Year	\$3,215,172	\$2,722,658	\$2,371,218	\$2,108,020	\$1,903,602	\$1,740,320
Fourth Year	\$3,343,778	\$2,831,560	\$2,466,092	\$2,192,316	\$1,979,733	\$1,809,938
Fifth Year	\$3,477,577	\$2,944,822	\$2,564,732	\$2,280,032	\$2,058,899	\$1,882,324
Sixth Year		\$3,062,658	\$2,667,320	\$2,371,230	\$2,141,277	\$1,957,594
Seventh Year			\$2,774,052	\$2,466,078	\$2,226,925	\$2,035,919
Eighth Year				\$2,564,757	\$2,316,001	\$2,117,353
Ninth Year					\$2,408,674	\$2,202,046
Tenth Year						\$2,290,160

**CERTIFICATION**

I, Mary P. Morris the City Clerk of the City of Evanston of the County of Cook, State of Illinois, do hereby certify that I am the keeper of the books and records of the City of Evanston and that the foregoing is a true and correct copy of a City of Evanston Resolution duly adopted by the City Council at a meeting duly convened and held on the 12th day of February, 2007.

If applicable, I further certify that this Resolution has been submitted to the successor unit(s) of local government and that said unit(s) of local government has/have adopted a resolution approving the adoption of the early retirement incentive for the City of Evanston.

A copy of the approved resolution is attached hereto.

SEAL

*Mary P. Morris by Mayre Press*  
Mary P. Morris, City Clerk by Mayre Press  
Deputy Clerk

2/7/2007

**5-R-07**

**A RESOLUTION**

**Authorizing the Transfer of \$300,000 from the  
General Fund to the Fleet Fund**

**WHEREAS**, the City of Evanston is a home rule unit of government and operates under the Budget Officer form of Illinois governmental budgeting; and

**WHEREAS**, pursuant to Section 1-11-5 (F) of the City Code (Revision of the Annual Budget), the Municipal Budget Officer, subject to approval by the City Manager, shall have the power to revise the budget **within** any separate fund as may be required; and

**WHEREAS**, also under Section 1-11-5 (F), the corporate authorities, by a vote of two-thirds of the members then holding office, shall have the authority to revise the budget by transferring monies **from one fund to another** or adding to any fund; and

**WHEREAS**, the City Council has determined it is in the best interests of the City of Evanston to transfer funds from the General Fund to the Fleet Fund; and

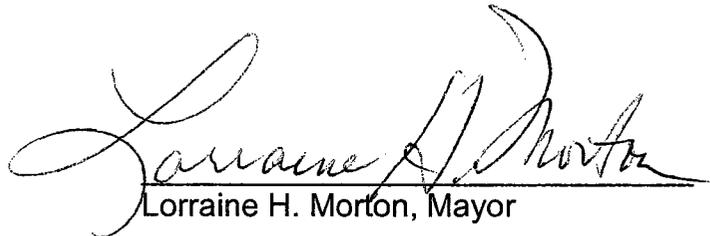
**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** That there shall be transferred from the General Fund to the Fleet Fund the sum of three hundred thousand dollars (\$300,000.00).

**SECTION 2:** That the uses and expenditures of the Fleet Fund of the City are all for lawful corporate purposes.

**SECTION 3:** That the City Manager shall direct the Municipal Budget Officer to effect such transfer promptly, as soon as may be practicable.

**SECTION 2:** That 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.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: February 26, 2007

**6-R-07**

**A RESOLUTION**

**Approving the 2007/2008 Fiscal Year  
Budget of the City of Evanston**

**WHEREAS**, the City Manager, in accordance with the requirements of 65 Illinois Compiled Statutes 5/8-2-9.3 and Title 1, Chapter 8 of the City Code, is required to submit to the City Council each year a proposed budget for the ensuing fiscal year which shall present a complete revenues and expenditures plan for each fund, except bond funds and special assessment funds; and

**WHEREAS**, the City Manager submitted the proposed budget for the 2007/2008 fiscal year, in accordance with the requirements of the law, to the City Council; and

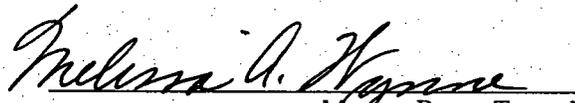
**WHEREAS**, the City Council has reviewed the proposed budget in the total expenditure amount of one hundred eighty-eight million, one hundred sixty-one thousand, seven hundred sixty-nine dollars (\$188,161,769).

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

**SECTION 1:** That the City of Evanston's fiscal year budget in the total expenditure amount of one hundred eighty-eight million, one hundred sixty-one thousand, seven hundred sixty-nine dollars (\$188,161,769) as submitted by the City Manager in December 2006, as amended and attached hereto and

incorporated herein as exhibit A is hereby adopted and the City Manager is directed to implement said budget.

**SECTION 2:** That 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.

  
\_\_\_\_\_  
Mayor Pro Tem Wynne

Attest:

  
\_\_\_\_\_  
Mary P. Morris, City Clerk

Adopted: February 26, 2007

### City Council Balancing Worksheet 2007-08 Budget

Action	Revenue	Expenditure	
<b>Beginning Balance</b>	\$ 86,674,600	\$ 86,674,600	
Restore funding for High School Clinic		\$ 10,000	
50/50 Tree Program Not Approved	\$ (52,000)		
Human Relations Specialist (100% of salary plus benefits)		\$ 79,420	
Expenditure Correction - BU 3010 wages and benefits		\$ (67,900)	
Expenditure Correction- BU 1630 Benefits only		\$ (2,800)	
Mental Health Board		\$ 15,000	
Increase in projected revenues for Alarm Fines	\$ 50,000		
Increase in Overtime for BU 2310-Fire Prevention		\$ 15,000	
Sanitation increase of \$1.28 into tax levy	\$ -		
Corp Sponsorship Rep (Arts Council)	\$ 56,000	\$ 56,000	
NU Moneys	\$ 500,000		
Televise Plan Commission Mtgs (per Rules Cmte)		\$ 5,000	
Increase in SWANCC Costs		\$ 11,042	
Staff Recommended Revenue Adjustment	\$ 145,000		
Transfer from Water Fund to Gen Fund	\$ -		
Eliminate Yard Waste Sticker Pgm	\$ (200,000)		
Increase to Home Rule Sales Tax	\$ 230,000		
Increase to State Income Tax	\$ 100,000		
Amusement Tax	\$ 5,500		
<b>Total Adjustments</b>	<b>\$ 834,500</b>	<b>\$ 120,762</b>	<b>\$ 713,738</b>
<b>General Fund Subtotal</b>	<b>\$ 87,509,100</b>	<b>\$ 86,795,362</b>	<b>\$ 713,738</b>
<b>Revenue Required to Balance or Expenditure Reductions Required</b>	<b>\$ (713,738)</b>		
<b>General Fund Total</b>	<b>\$ 86,795,362</b>	<b>\$ 86,795,362</b>	<b>\$ -</b>

#### City Council Worksheet

If difference funded by property tax, this is the result

#### Property Tax Increase

	2006/07 Approved	2007/08 Proposed	\$ Increase/ Decrease	Revised % Increase Decrease	Original Proposal
<b>Proposed General Fund</b>	<b>\$ 17,091,200</b>	<b>\$ 16,976,262</b>	<b>\$ (114,938)</b>	<b>-0.67%</b>	<b>3.50%</b>
<b>Fire Pension</b>	<b>\$ 3,735,000</b>	<b>\$ 4,174,271</b>	<b>\$ 439,271</b>	<b>11.76%</b>	<b>11.76%</b>
<b>Police Pension</b>	<b>\$ 4,148,000</b>	<b>\$ 4,636,539</b>	<b>\$ 488,539</b>	<b>11.78%</b>	<b>11.78%</b>
<b>Debt Service</b>	<b>\$ 8,736,963</b>	<b>\$ 9,052,609</b>	<b>\$ 315,646</b>	<b>3.61%</b>	<b>3.61%</b>
<b>Total Levy</b>	<b>\$ 33,711,163</b>	<b>\$ 34,839,681</b>	<b>\$ 1,128,518</b>	<b>3.35%</b>	<b>5.47%</b>

#### Total Tax Bill Increase

	\$ 8,000	Tax Bill	\$ 10,000	Original Proposal	Original Proposal
				\$ 8,000	\$ 10,000
	3.35%	% of City Tax Increase	3.35%	5.47%	5.47%
	0.66%	% Tax Bill Increase	0.66%	1.08%	1.08%
	\$ 52.87	Annual \$ Increase on tax bill	\$ 66.08	\$86.31	\$ 107.89
	\$ 0.14	Per Day Cost	\$ 0.18	\$0.24	\$ 0.30

#### Budget Resolution Total

Proposed ALL FUNDS	\$188,041,007
Proposed General Fund	\$86,674,600
	\$101,366,407
NEW General Fund	\$ 86,795,362
<b>New Total ALL FUNDS</b>	<b>\$188,161,769</b>

2/8/2007, 2/13/07

**7-R-07**

**A RESOLUTION**

**Instructing the City Clerk to Submit,  
for the April 17, 2007 Ballot,  
an Advisory Referendum Regarding  
the Rehabilitation of the Evanston Civic Center**

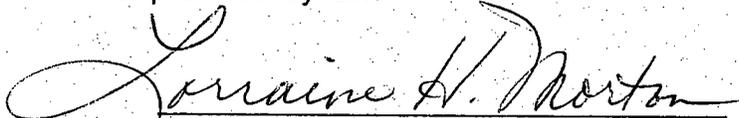
WHEREAS, the Illinois General Assembly, specifically in 10 ILCS §5/28-5, allows municipalities to place advisory referendum questions on the ballot,

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

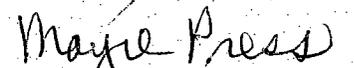
**SECTION 1:** The City Clerk is hereby instructed to submit an advisory referendum to the proper election authorities, for the April 17, 2007 ballot, for all legal voters residing in the City of Evanston, to vote upon the following question:

Shall the City of Evanston fund the rehabilitation of the Evanston Civic Center, located at 2100 Ridge Avenue, by the issuance of not less than thirty one million dollars (\$31,000,000) in General Obligation bonds?

**SECTION 2:** That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

  
Lorraine H. Morton, Mayor

Attest:

 By   
Mary P. Morris, City Clerk Deputy Clerk

Adopted: February 12, 2007

2/28/2007  
2/27/2007

**9-R-07**

**A RESOLUTION**

**City of Evanston, Cook County, Illinois  
Expressing Official Intent Regarding Certain Capital  
Expenditures to be Reimbursed from Proceeds of an Obligation**

**WHEREAS**, the City of Evanston, Cook County, Illinois (the "City") intends to acquire, construct, repair, rehabilitate, or install, as applicable, improvements to its existing offices, facilities, plant, and equipment, all as described in its current Capital Improvement Plan for the FY 2007-2008, which plan is on file in the offices of the City Clerk and with the Finance Director; and

**WHEREAS**, all or a portion of the expenditures (the "Expenditures") relating to the FY 2007-2008 CIP Projects have been paid within the sixty (60) days prior to the passage of this Resolution or will be paid on or after the passage of this Resolution; and

**WHEREAS**, the City reasonably expects to reimburse itself or pay for the Expenditures with the proceeds of an obligation, which the City now intends to be a tax-exempt obligation under Section 103 of the *Internal Revenue Code of 1986*, as amended,

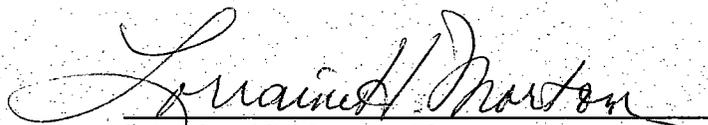
**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** That the City reasonably expects to reimburse or pay the Expenditures with proceeds of an obligation.

**SECTION 2:** That the maximum principal amount of the obligations expected to be issued for the FY 2007-2008 CIP Projects, as described in Exhibit A attached hereto and incorporated herein, is twelve million dollars (\$12,000,000.00).

**SECTION 3:** That all actions of the officers, agents, and employees of the City that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed and adopted.

**SECTION 4:** That 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.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: March 12, 2007

EXHIBIT A

City of Evanston  
2007 - 2008 Capital Plan

General Obligation Bonds

415864	50/50 Curb and Sidewalk	100,000
415854	Alley Paving - City Share	700,000
415356	Bent Park Tennis Court and Basketball Courts	150,000
415867	Block Curb and Sidewalk	125,000
415382	Boat Ramp Extension	5,000
415100	Capital Improvements	50,000
415509	Chandler Center Floor Tile/Gym Equipment/etc	25,000
415875	Chicago Ave Signals - CMAQ	436,000
416052	Contingency	300,000
415553	Crown Center Systems Repair	25,000
415383	Dempster St Beach Lock and Racks	100,000
415802	Fire Station #5	2,700,000
415721	Firing Range Upgrade	134,000
416001	Information Technology	350,000
416301	IT Strategic Planning Applications	750,000
416019	Ladd Capital Maintenance	50,000
415358	Larimer Basketball Court	60,000
415380	Lawson Park/Noah's Playground Redevelopment	200,000
416129	Library Children's Area Expansion	500,000
415350	Mason Park Tennis Court Reconstruction	120,000
415870	Neighborhood Traffic Calming	50,000
416072	Noyes Capital Maintenance	20,000
415307	Parks Maintenance and Furniture Replacement	25,000
416122	Perry Park	200,000
415722	PODSS Camera System	45,000
415718	Police Fire HQ Interior	530,000
416079	Service Center Door Replacements	50,000
416051	Services to General Fund	300,000
415857	Street Resurfacing	3,000,000
415868	Streetlight Upgrades	300,000
416028	Traffic Signal and Street Light Maintenance	100,000
415862	Traffic Signal System Study	100,000
415871	Traffic Signal Upgrades	300,000
416097	Viaduct Screening	100,000

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<b>Bonds - Property Tax Supported</b>	<b>12,000,000</b>
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3/13/2007  
3/12/2007

**10-R-07**

**A RESOLUTION**

**Authorizing the City Manager to Sign a  
Ground Lease and Maintenance Agreement between  
the City of Evanston and Family Focus, Inc.**

**WHEREAS**, Family Focus, Inc., owns the parcel of real estate legally described in Exhibit A of Exhibit 1 attached hereto and incorporated herein by reference; and

**WHEREAS**, presently, the only improvements on said parcel are playground equipment and related improvements; and

**WHEREAS**, the City desires to lease said parcel from Family Focus, Inc., for the purpose of installing certain new playground equipment designed for children between two (2) and twelve (12) years of age, including related improvements required in connection therewith; and

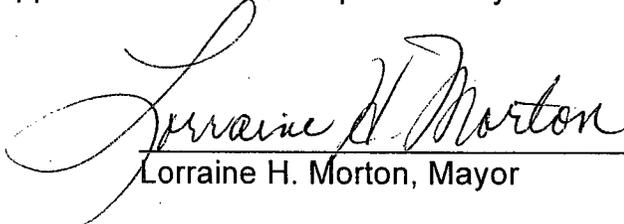
**WHEREAS**, the City Council of the City of Evanston does hereby determine that it is in the City's best interest to enter into a Ground Lease and a Maintenance Agreement with Family Focus, Inc., upon the terms and conditions contained in the Ground Lease (Exhibit 1) and Maintenance Agreement (Exhibit 2) attached hereto as and incorporated herein by reference,

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

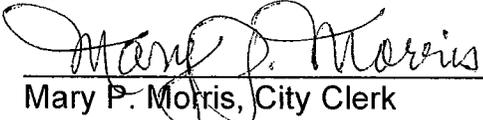
**SECTION 1:** That the City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston, a Ground Lease and a Maintenance Agreement with Family Focus, Inc.

**SECTION 2:** That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Ground Lease and the Maintenance Agreement with Family Focus, Inc., as may be determined to be in the best interests of the City.

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

  
\_\_\_\_\_  
Lorraine H. Morton, Mayor

Attest:

  
\_\_\_\_\_  
Mary P. Morris, City Clerk

Adopted: March 26, 2007

## GROUND LEASE

**THIS GROUND LEASE** is made as of the 1st day of March, 2007 by and between FAMILY FOCUS, INC., an Illinois not-for-profit corporation ("Lessor"), and CITY OF EVANSTON ("Lessee").

### WITNESSETH:

**WHEREAS**, Lessor owns the parcel of real estate legally described on Exhibit A attached hereto and made a part hereof ("Parcel"); and

**WHEREAS**, the only improvements on this Parcel are certain pieces of playground equipment and other related improvements such as surfacing, pathways, drainage, curbing, furnishings, outdoor lighting and landscaping and;

**WHEREAS**, Lessor desires to lease the Parcel to Lessee and Lessee is willing to lease the Parcel from Lessor upon the terms and conditions hereafter contained;

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and agreements herein stated, Lessor hereby leases the Parcel to Lessee and Lessee hereby leases the Parcel from Lessor on the terms and conditions as hereafter set forth:

1. **Term.** The term of the Lease shall commence on the date hereof and terminate on 1st day of March.

2022 for a period of fifteen years ("Term"), unless sooner terminated as provided herein. Lessee shall have the right to extend the lease for two (2) five year option terms by notifying Lessor in writing no less than sixty days before the expiration of the lease first option term.

2. **Rent.** Lessee covenants and agrees to pay to Lessor during the Term a rental of \$1.00 per annum, the first payment of which shall be due upon execution of this Lease with each subsequent payment being due on each anniversary of the date hereof.

3. **Installation and Maintenance of Improvements.** Lessee shall, at its sole cost and expense, remove the existing play-ground equipment of the Parcel and install certain new play-ground equipment designed for children between 2-12 years of age in its place as soon as funding and weather permits, including other related improvements such as surfacing, pathways, drainage, curbing, furnishings, lighting and all necessary landscaping required in connection therewith. In addition, Lessee shall assume, at its sole cost and expense, total and full responsibility for the inspection, maintenance and repair of said equipment,

improvements and the Parcel throughout the Term of the Lease, including the cost for electricity for the lighting. Lessee shall not install any other improvements on the Parcel without Lessor's prior consent.

4. **Services and Taxes.** Lessor shall not be required to furnish any services to Lessee in connection with the Parcel or to make any repairs or alterations in or to the Parcel or the equipment, all of which Lessee expressly assumes under this Lease. Any real estate taxes assessed against the Parcel shall be borne by Lessor.
5. **Insurance.** Lessee shall either maintain comprehensive public liability insurance with respect to the Parcel with limits and companies reasonably satisfactory to Lessor from time to time or to self-insure against any all hazards relating to the Parcel. It is understood that Lessee presently self-insures but if during the Term it elects to seek coverage from an insurance carrier, it will notify Lessor at least thirty days prior to the effective date of any such insurance coverage.

6. **Indemnification.** Lessee agrees to indemnify and hold Lessor, its officers, directors, agents and employees harmless against any and all claims, demands, costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from Lessee's use of the Parcel including, without limitation, its installation and maintenance of the playground equipment (old and new), or from any act of negligence of Lessee, its agents or employees, in or about the Parcel. In case of any action or proceeding brought against Lessor, its officers, directors, agents and employees by reason of any such claim, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel reasonably satisfactory to Lessor. The indemnification provided for in this section 6 shall, however, be limited as follows:

i.) In the event that such damages are caused by or result from the sole negligence of Lessor, its agents and/or employees, Lessor shall have no right to indemnification hereunder; and

ii.) In the event that such damages are caused by or result from the concurrent negligence of Lessor, its agents and/or employees, and Lessee or its agents

and/or employees, Lessor's right to indemnification hereunder shall be limited to liability for damages which relate to the negligence of the Lessee or any of its agents and/or employees.

7. **Scope of Lessee Indemnity.** Notwithstanding that joint or concurrent liability may be imposed upon Lessor by statute, ordinance, rule, regulation or order, Lessee shall indemnify, defend and hold harmless Lessor from any and all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, which may be imposed upon or asserted against Lessor by reason of the occurrence of any one or more of the following:

i.) Lessee's Breach. Any breach, violation or nonperformance of any covenant or agreement in this Lease set forth and contained on the part of Lessee to be fulfilled, kept, observed or performed;

ii.) Lessor's Nonnegligent Performance. Any accident, injury or damage to person and/or property (except to the extent arising from the nonperformance or negligent performance of any covenant or obligation undertaken by Lessor under this Lease) or to any use or

occupancy of the Parcel which Lessee may permit or suffer to be made, occasioned by Lessee's use or occupancy of the Parcel and/or occurring on any sidewalk, plaza, street, alley, curb, passageway or space adjacent thereto, or any part thereof;

iii.) Lessee's Negligence. Any negligence or wrongful act or omission on the part of Lessee or any of its agents, contractors, servants, employees, licensees, or invitees;

iv.) Lessee's Work. Any work or thing done by Lessee in, on or about the Parcel and/or on any sidewalk, plaza, street, alley, curb, passageway or space adjacent thereto, or any part thereof unless such work or thing be performed by Lessor or its agents;

8. **Assignment and Subletting**. Neither party shall assign this Lease without the prior consent of the non-assigning party nor shall Lessee sublet the Parcel without the prior consent of Lessor. In no event shall the consent to an assignment or sublet be unreasonably withheld.

9. **Early Termination**. Lessor shall have the right to terminate this Lease upon not less than sixty days prior

notice to Lessee, and if Lessee is not then in default, Lessor shall pay to Lessee, on or before the early termination date, the unamortized cost (computed on a monthly straight line basis plus inflation costs, over the term of the Lease) of improvements utilizing for computation purposes the actual cost of the equipment and installation as supported by purchase documentation.

10. **Severability**. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder hereof (or the application of such term, provision or condition to persons or circumstances other than those in respect to which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition hereof shall be valid and enforceable to the fullest extent permitted by law.

11. **Governing Law**. This Lease shall be governed in accordance with the laws of the State of Illinois.

12. **Notices**. All notices, demands, requests for consent or other communications which are required to be given under this Lease by either party to the other shall be in

writing and shall be deemed to have been properly given if personally delivered or if mailed by registered or certified mail, return receipt requested with postage prepaid, addressed as follows:

i. If to Lessee:

City of Evanston  
2100 Ridge Avenue  
Evanston, Illinois 60204  
Attention: Director of Parks/Forestry &  
Recreation

ii. If to Lessor:

Family Focus, Inc.  
2300 Green Bay Road  
Evanston, Illinois 60201  
Attention: Executive Director

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may hereinafter be so given.

13. **Expense of Enforcement.** In the event that any action or proceeding is brought to enforce any term, covenant or condition hereof on the part of Lessor or Lessee, the prevailing party in such action or proceeding shall be entitled to attorneys' fees incurred by such party in connection with such action or proceeding.

14. **Lease Contains All Terms.** All of the representations and obligations of Lessor and Lessee are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing signed by both of them.
15. **Rights Cumulative.** All rights and remedies of Lessor and Lessee under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.
16. **Binding Effect.** Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit of not only Lessor and Lessee, but also their respective successors or assigns.
17. **Nonwaiver.** No waiver of any provision of this Lease shall be implied by any failure of Lessor or Lessee to enforce any remedy on account of the violation of such provisions, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

IN WITNESS WHEREOF, Lessor and Lessee have executed  
this instrument as of the day and year first above written.

Lessor:

FAMILY FOCUS, INC., an Illinois  
Not-for-profit Corporation

By Kevin Limbeck  
Its Executive Director

Lessee:

CITY OF EVANSTON

By Julia A. Canoll  
Its City Manager

EXHIBIT A

THAT PART OF LOT 2, LYING 53.5 FEET WEST OF AND PARALLEL OF THE EAST LINE OF DEWEY AVENUE EXTENDED SOUTHWARD, IN FOSTER FIELD RESUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2 TO A DISTANCE OF 94.05 FEET;; THENCE EASTERLY A DISTANCE OF 37.48 FEET; THENCE NORTH A DISTANCE OF 200.10 FEET; THENCE WEST A DISTANCE OF 37.48 FEET; THEN NORTH A DISTANCE OF 30.01 FEET;; THENCE SOUTHWESTERLY A DISTANCE OF 53.5 FEET; THENCE SOUTH ALONG A LINE 53.5 FEET WEST OF AND PARALLEL OF AFORESAID EAST LINE OF DEWEY AVENUE, A DISTANCE OF 324.16 FEET TO A POINT ON THE SOUTH LINE OF DISTANCE OF 53.5 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## MAINTENANCE AGREEMENT

**THIS AGREEMENT** dated as of the 1st day of March, 2007 by and between CITY OF EVANSTON ("Evanston") and FAMILY FOCUS, INC., an Illinois not-for-profit corporation ("Family Focus").

### WITNESSETH:

**WHEREAS**, Family Focus is the owner of a certain parcel of real estate, legally described on Exhibit A attached hereto and made a part hereof, which real estate is commonly known as 2010 Dewey Avenue, Evanston, Illinois ("Property"); and

**WHEREAS**, Family Focus has requested that Evanston, at its sole cost and expense, install and maintain certain playground equipment designed for children between 2 – 12 years of age at the east end of the Property and Evanston has agreed to do so, provided that Family Focus indemnifies Evanston in the event any claim for injury arises out of the use of such equipment;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Construction and Maintenance of Playground Equipment.** Evanston agrees to install certain playground equipment ("Equipment") on the Property, at its sole cost and expense, in accordance with plans and specifications as soon as funding and weather permits. In addition, Evanston agrees

to maintain the Equipment, at its sole cost and expense, for the entire term of the lease, including any exercised option term, from the date of installation, unless terminated prior thereto in accordance with the terms of Paragraph 4 of this Agreement. For purposes of this Agreement, maintenance shall include periodic inspection of the Equipment in accordance with the standards set by Evanston for similar equipment installed elsewhere within the City and the performance of all corrective and preventive work to keep the Equipment safe and usable for the purposes intended.

2.

**Indemnification.**

The parties each shall indemnify, defend and hold and save the other, their respective successors, assigns, officers, directors, employees and agents, their heirs, administrators and executors and each of them (collectively "the indemnified party") harmless from any and all actions and causes of actions, claims, demands, liabilities, losses, judgments, damages or expenses, of whatsoever kind and nature, including interest and attorneys' fees and all other reasonable costs, expenses and charges that the indemnified party shall or may at any time, subsequent to the date of the Agreement, sustain or incur, or become subject to by reason of any claim

or claims for any reason resulting from carrying out or failing to carry out the terms and conditions of this Agreement, or the negligence, gross negligence, intentional misconduct or criminal acts or omissions resulting from the action or inaction of the other party, provided that the indemnified party notifies within a reasonable time the other of such adverse claims, or threatened or actual lawsuits. Each party as appropriate shall provide complete cooperation to the other, its attorneys and agents.

3. **Insurance.** Family Focus shall maintain comprehensive public liability insurance with respect to the Equipment with limits and companies reasonably satisfactory to Evanston from time to time and shall designate Evanston as an additional insured on such coverage.
4. **Early Termination.** This Agreement may be terminated by Family Focus at any time upon *sixty* days prior written notice to Lessee and if Lessee is not then in default, Lessor shall pay to Lessee, on or before the early termination date, the unamortized cost (computed on a monthly straight line basis plus inflation costs, over the term of the Lease) of the improvements utilizing for computation purposes the actual

cost of the equipment and installation as supported by purchase documentation.

5. **Use by Third Parties.** Family Focus represents to Evanston that the Equipment will be available during the normal Tot Lot/Playground hours as described by the City Ordinance for use by children between 2 -12 years of age.
6. **Construction.** The validity and construction of this Agreement shall be determined and governed in all respects by the laws of the State of Illinois.
7. **Amendment.** This Agreement embodies the full understanding of the parties hereto and no change or modification shall be effective without the written consent of both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**CITY OF EVANSTON**

By Julia A. Carroll  
City Manager

**FAMILY FOCUS, INC.**

By Kevin Limbeck  
Executive Director



3/27/2007

**14-R-07**

**A RESOLUTION**

**Authorizing the City Manager to Enter into a Lease Agreement  
with Debra Tolchinsky for Lease of Studio #B-11 at the  
Noyes Cultural Arts Center**

**WHEREAS**, Debra Tolchinsky wishes to lease Studio #B-11 in the Noyes Cultural Arts Center for the term of May 1, 2007 to February 29, 2008; and

**WHEREAS**, such a lease would be in the best interests of the citizens of Evanston,

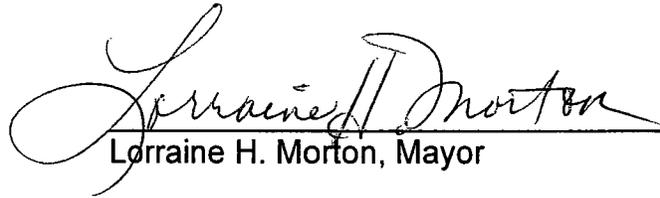
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** That the City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston, a lease between the City and Debra Tolchinsky.

**SECTION 2:** Such lease shall be in substantial conformity with the Master lease (3/1/05-2/29/08) and/or the new Lease effective May 1, 2007 through February 29, 2008, with these dates stated in said Lease, and for the consideration stated therein, marked as Exhibit 1 attached hereto and incorporated herein by reference.

**SECTION 3:** That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the Lease as may be determined to be in the best interests of the City.

**SECTION 4:** That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: April 23, 2007

**15-R-07**

**A RESOLUTION**

**Authorizing the City Manager to Execute a Letter of Understanding  
With The Village of Wilmette Regarding the Evanston-Wilmette Water  
System Interconnection Design**

**WHEREAS** Evanston and Wilmette are interested in developing an interconnection between their respective distribution systems to provide an alternate source of water to both communities in the case of manmade or natural disasters and an additional source of water for fire protection; and

**WHEREAS** an engineering study has determined that the most favorable and economical route of the proposed 36-inch diameter water main is approximately five thousand four hundred feet (5,400') long running between the north bank of the North Shore Channel at Ashland Avenue (extended) in Evanston to the intersection of 5th Street and Linden Avenue in Wilmette; and

**WHEREAS** the estimated total estimated cost of the project is four million five hundred thousand dollars (\$4,500,000); and

**WHEREAS** both communities desire to engage an engineering firm to complete the design of the proposed distribution interconnection in order to develop a realistic construction cost prior to developing an intergovernmental agreement for the construction of said interconnection; and

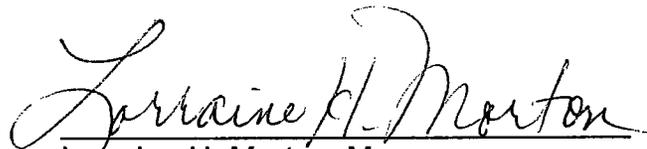
**WHEREAS** a Letter of Understanding between the City of Evanston and the Village of Wilmette for Evanston-Wilmette Water System Interconnection Design has been drafted designating the City as the lead agency during the project design process,

and that the maximum cost of the project design will be five hundred thousand dollars (\$500,000) to be split evenly between the City and Wilmette,

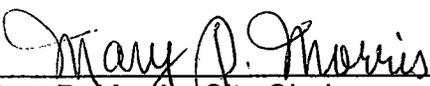
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** That the City Manager is hereby authorized to sign, and the City Clerk hereby authorized to attest to, the Letter of Understanding between the City of Evanston and the Village of Wilmette for Evanston-Wilmette Water System Interconnection Design, marked as Exhibit A and attached hereto and incorporated herein. The Letter of Understanding is not legally binding upon either the City or the Village of Wilmette.

**SECTION 2:** That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: April 10, 2007

**16-R-07**

**A RESOLUTION**

**Authorizing the City Manager to Execute an Amendment to the North Standpipe Lease Agreement Between the City and Sprintcom, Inc.**

**WHEREAS** on October 28, 1997, the City entered into the North Standpipe Lease Agreement with Sprintcom, Inc., for the use of the North Evanston Water Tank located at 2536 Gross Point Road in connection with the provision of mobile communications services; and

**WHEREAS** Sprintcom, Inc., desires to execute the Amendment to the North Standpipe Lease Agreement ("Amendment") to allow the construction of a base station as depicted in Exhibit A attached hereto and incorporated herein, and increase the maximum number of panel antennas mounted on the water tank to twelve (12); and

**WHEREAS** the Amendment increases the rent paid to the City by Sprintcom, Inc. by Four Thousand Six Hundred and Seventy Six Dollars (\$4,676.00) for the period from October 1, 2007 to October 1, 2008 and allows for a five percent (5%) increase in the base rent level per year thereafter; and

**WHEREAS** the term of the Amendment expires on the same date specified in the North Standpipe Lease Agreement.

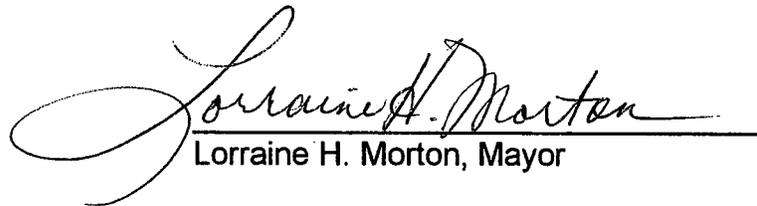
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** That contingent upon Sprintcom, Inc. obtaining a valid City building permit, the City Manager is hereby authorized to sign, and the City Clerk hereby authorized to attest to, the Amendment to the North Standpipe Lease Agreement

("Amendment") marked as Exhibit A and attached hereto and incorporated herein. The original North Standpipe Lease Agreement is marked as Exhibit B and attached hereto and incorporated herein.

**SECTION 2:** That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement as may be determined to be in the best interests of the City.

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

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: April 23, 2007

5/2/2007  
4/4/2007

**17-R-07**

**A RESOLUTION**

**Authorizing the City Manager to Sign a Subgrant Agreement between  
the City and Cook County Accepting a Grant to the City for  
Emergency Traffic Control Equipment**

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

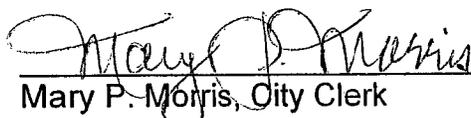
**SECTION 1:** That the City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston, the Subgrant Agreement Between the County of Cook and City of Evanston (hereinafter "Agreement").

**SECTION 2:** That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement as may be determined to be in the best interests of the City.

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

  
\_\_\_\_\_  
Mayor Pro Tem

Attest:

  
\_\_\_\_\_  
Mary P. Morris, City Clerk

Adopted: May 14, 2007



4/9/2007

**18-R-07**

**A RESOLUTION**

**Authorizing the City Manager to Sign  
A Fiscal Year 2007 Grant Application for the  
Save America's Treasures Grant for Renovations to the  
Two Fog Signal Buildings at Grosse Pointe Lighthouse**

**WHEREAS**, the Save America's Treasures Grant is a federally-financed program operated by the National Park Service in partnership with the National Endowment for the Arts, the National Endowment for the Humanities, the Institute of Museum and Library Services, and the President's Committee on the Arts and the Humanities; and

**WHEREAS**, a Save America's Treasures Grant can be requested for the preservation and/or conservation of nationally significant historic structures and sites; and

**WHEREAS**, the Save America's Treasures Grant operates with a dollar-for-dollar non-Federal match, which can be cash or donated services. The minimum grant request for historic property projects is a one hundred twenty-five thousand and no/100 dollar (\$125,000.00) Federal share. The maximum grant request is a seven hundred thousand and no/100 dollar (\$700,000.00) Federal share; and

**WHEREAS**, the City's Parks/Forestry and Recreation Department will submit a grant proposal for two hundred seventy-three thousand, two hundred ten and no/100 dollars (\$273,210.00) to renovate the two fog signal buildings and associated site improvements at the Grosse Pointe Lighthouse National Historic Landmark. The renovations will include repairs to the roofs and masonry walls; installation of Heating, Ventilation, and Air Conditioning (HVAC) units and security systems; and site

improvements to comply with the Americans with Disability Act requirements. The total project cost is five hundred forty-six thousand four hundred twenty and no/100 dollars (\$546,420.00). The City's match of two hundred seventy-three thousand, two hundred ten and no/100 dollars (\$273,210.00) will be designated from the Capital Improvement Budget; and

**WHEREAS**, the grant application must be submitted by April 27, 2007,

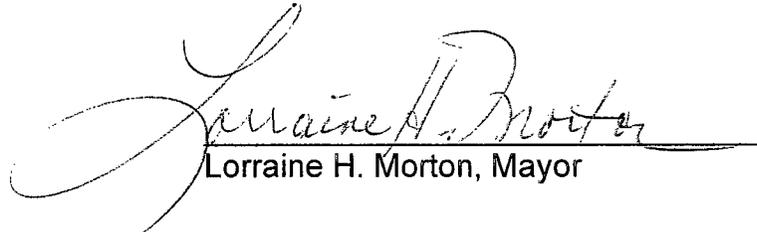
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** That the foregoing recitals are found as fact and made a part hereof.

**SECTION 2:** That the City Manager is hereby authorized to sign the application for the Save America's Treasures Grant for the two fog signal buildings at the Grosse Pointe Lighthouse National Historic Landmark.

**SECTION 3:** That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the grant as may be determined to be in the best interests of the City.

**SECTION 4:** That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: April 23, 2007

**19-R-07**

**A RESOLUTION**

**Reserving \$3,395,060 of  
Bond Volume Cap Allocation for Year 2007 for  
Single-Family Housing and  
Industrial/Commercial Revenue Bond Program**

**WHEREAS**, the City of Evanston, Cook County, Illinois, (the "Municipality") is a home rule unit of government under the Illinois Constitution of 1970; and

**WHEREAS**, there exists within the borders of the Municipality a recognized need for decent, safe, sanitary, well-constructed and maintained housing which persons of low and moderate income can afford; and

**WHEREAS**, there exists the need to aid in financing the cost of economic development projects in order to relieve conditions of unemployment and to encourage an increase in commerce and industry within the Municipality, thereby reducing unemployment and to provide for the increased welfare and prosperity of the residents; and

**WHEREAS**, the United States Government has authorized several states and their political subdivisions to issue qualified mortgage bonds (the "Bonds") as defined in Section 143(a) of the Internal Revenue Code of 1986, as amended, (the "Code") in order to provide below-market interest rate loans to qualifying individuals and/or to issue mortgage credit certificates (the "Certificates") pursuant to Section 25 of the Code *in lieu* of Bonds which entitle qualifying individuals to a credit against their federal income tax; and

**WHEREAS**, the City of Evanston desires to consider establishing and implementing a 2007 industrial/Commercial Revenue Bond or Mortgage Revenue Bond with the allocation of its 2007 bond volume cap as defined in Section 146 of the Code (the "Volume Cap") in the approximate amount of \$3,395,060.00 (three million, three hundred ninety five thousand, sixty and no/100ths dollars); and

**WHEREAS**, the City Council of the City of Evanston hereby proclaims the intent of the City to allocate \$3,395,060 of the Municipality's Volume Cap for calendar year 2007 to either Industrial/Commercial Revenue Bonds, Mortgage Revenue Bonds or other eligible programs to be approved by City Council,

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

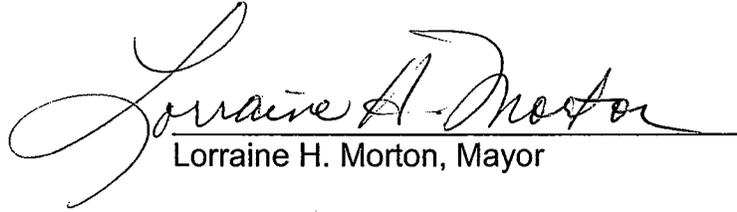
**SECTION 1:** That the City Council hereby finds, determines, and declares that the purposes of this Resolution are to enable the City to: a) take steps designed to reduce the cost of financing principal residences located in the City in order to provide decent, affordable, safe and sanitary housing for persons with qualifying income; and b) to assist in the economic development of the City to relieve unemployment and encourage an increase in commerce and industry.

**SECTION 2:** That the City Council hereby authorizes the reservation of three million, three hundred ninety five thousand, sixty and no/100ths dollars (\$3,395,060.00) of the City's Volume Cap for calendar year 2007 to either Industrial/Commercial Revenue Bonds, Mortgage Revenue Bonds,

or other appropriate qualifying and eligible financing instruments or a combination of each as approved from time to time by the City Council.

**SECTION 3:** That from and after the adoption of this Resolution, the proper officials, agents and employees 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 this Resolution or to effectuate the purposes hereof.

**SECTION 4:** That this Resolution shall be in full force and effect upon its passage and approval in the manner provided by after its passage and approval in the manner provided by law.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: April 23, 2007



4/12/2007

**20-R-07**

**A RESOLUTION**

**Ceding of \$3,000,000 of Bond Volume Cap in Year 2007  
to the Illinois Finance Authority**

**WHEREAS**, there exists within the borders of the City of Evanston, Illinois, a recognized need for business development, expansion and the generation of jobs; and

**WHEREAS**, The City of Evanston is a home rule unit of local government pursuant to Article VII of the Illinois Constitution of 1970, and as such, Evanston receives an annual allocation of private activity bond volume cap ("Volume Cap") pursuant to Section 146 of the Internal Revenue Code of 1986, as amended from time to time (the "Code"); and

**WHEREAS**, Section 143 of the Code ("Section 143") authorized home rule units to issue industrial revenue bonds ("Revenue Bonds") using Volume Cap, and

**WHEREAS**, Section 25 of the Code authorized home rule units to elect to surrender all or a portion of the Volume Cap available to issue Revenue Bonds; and

**WHEREAS**, the City of Evanston is willing to cede \$3,000,000 of its Volume Cap for the Year 2007 for the use by Illinois Finance Authority to benefit Evanston businesses in 2007 and generate economic development, including employment,

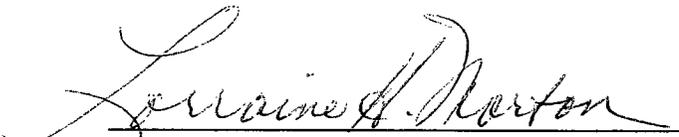
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** That the City of Evanston makes the findings and determinations set forth in the preamble. The terms defined in the preamble are adopted for the purposes of this Resolution.

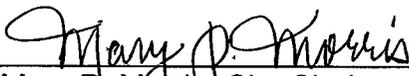
**SECTION 2:** That the City of Evanston approves and authorizes ceding \$3,000,000 for the Illinois Finance Authority for the issue of Revenue Bonds to benefit Evanston businesses.

**SECTION 3:** That from and after the adoption of this Resolution, the proper officials, agents and employees 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 this Resolution or to effectuate the purposes hereof.

**SECTION 4:** That this Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: April 23, 2007

4/12/2007

**21-R-07**

**A RESOLUTION**

**Granting a Municipal Use Exemption for  
the Construction of a New Fire Station  
Located in the B1a Zoning District at 2830 Central Street**

WHEREAS, the City of Evanston Department of Fire and Life Safety Services plans to demolish the existing fire station at 2830 Central Street, located in the B1a Zoning District, and construct a new fire station on the same site; and

WHEREAS, Section 6-7-4 of the Zoning Ordinance provides that:

Any governmental or proprietary function owned or operated by the city shall be a permitted use in any district. The city council may approve buildings and structures owned and operated by the city that do not comply with all of the requirements of the underlying district if they are necessary for the provision of desired city services and if the adverse impact on surrounding properties resulting from such noncompliance is minimized. Adverse impacts may be minimized by design, architectural treatment, screening, landscaping and/or placement on the lot. Such plan for reduction of adverse impact shall be subject to review by the site plan and appearance review committee;

and

WHEREAS, the Site Plan and Appearance Review Committee met on May 3, 2006, March 14, 2007, and April 4, 2007 to review the project, found that the work minimizes the adverse impact of Zoning noncompliance on surrounding properties, and approved the project; and

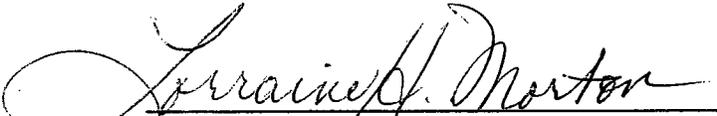
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** That the foregoing recitals are found as facts and made a part hereof.

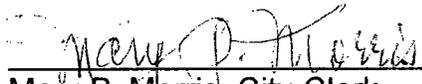
**SECTION 2:** That the City Council hereby finds that construction of the Fire Station is necessary for the provision of City services, minimizes the adverse impact of zoning noncompliance on surrounding properties, and approves the project.

**SECTION 3:** That the City Council, pursuant to Section 6-7-4 of the Zoning Ordinance, grants a Municipal Exception to the Zoning requirements for the B1a District, for the City of Evanston Fire Department Station to be constructed at 2830 Central Street.

**SECTION 4:** That this Resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

  
\_\_\_\_\_  
Lorraine H. Morton, Mayor

Attest:

  
\_\_\_\_\_  
Mary P. Morris, City Clerk

Adopted: April 23, 2007

5/31/2007  
5/16/2007  
5/8/2007  
4/13/2007

**22-R-07**

**A RESOLUTION**

**Establishing Guidelines for the Administration of  
the Affordable Housing Fund**

**WHEREAS**, the City of Evanston is a home rule unit of government under Article VII of the 1970 Illinois Constitution; and

**WHEREAS**, the Illinois Municipal Code provides in 65 ILCS 5/11-13-1(11) that the creation and preservation of affordable housing is a proper exercise of the zoning powers of all Illinois municipalities; and

**WHEREAS**, legislation designed to provide for decent, safe, and sanitary housing for all residents of the municipality is within the powers of the City as a home rule unit of government; and

**WHEREAS**, Goal Two of the City of Evanston's Strategic Plan, adopted by the City Council on March 27, 2006, is to "create policies and programs that result in a well-maintained, diverse housing stock throughout the City of Evanston;" and

**WHEREAS**, the City Council created the Affordable Housing Fund, defined in Section 4-22-2 of the Evanston City Code, 1979, as amended, as:

The fund established by City Council which can only receive and expend monies dedicated to the creation, preservation, maintenance, and improvement of affordable housing for households whose income is one hundred percent (100%) or less of Area Median Income, with sixty percent (60%) of all monies reserved for households that earn less than eighty percent (80%) of Area Median Income;

and

**WHEREAS**, Section 4-22-2 of the Evanston City Code, 1979, as amended, states that the City Manager or his/her designee may:

implement programs including, but not limited to: down payment assistance; rental assistance; building rehabilitation loans; building construction loans; property acquisition and disposition; and grants to non-profit organizations that serve households that earn less than one hundred percent (100%) of Area Median Income;

and

**WHEREAS**, Section 4-22-2 of the Evanston City Code, 1979, as amended, states programs implemented to administer the Affordable Housing Fund, shall be administered "in accord with guidelines generated by the Evanston Housing Commission, reviewed by the Planning and Development Committee of the City Council, and approved by the City Council;" and

**WHEREAS**, the Evanston Housing Commission presented its recommendations to the Planning and Development Committee of the City Council at the Committee's February 26, 2007 meeting; and

**WHEREAS**, the Planning and Development Committee of the City Council considered the Housing Commission's recommendations at its April 23, 2007 and May 14, 2007 meetings, and adopted said recommendations at its May 14, 2007 meeting and recommended City Council approval thereof; and

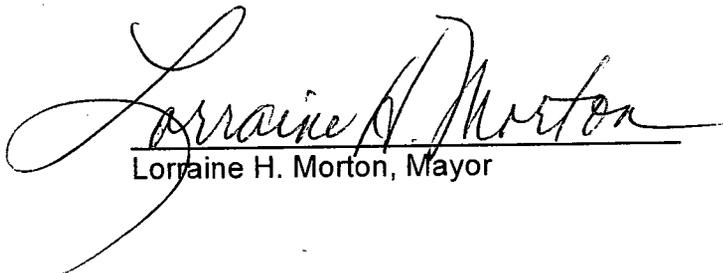
**WHEREAS**, the City Council considered and adopted the respective records, findings, and recommendations of the Housing Commission and the Planning and Development Committee at its May 29, 2007 meeting,

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

**SECTION 1:** That the City Council hereby approves and adopts the guidelines recommended by the Evanston Housing Commission and the Planning and Development Committee of the City Council, attached hereto as Exhibit A and made a part hereof.

**SECTION 2:** That hereafter, any program that expends monies from the Affordable Housing Fund shall be administered by said guidelines in order to create, preserve, maintain, and improve affordable housing in the City Evanston.

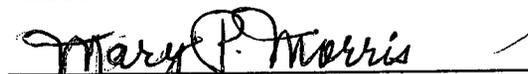
**SECTION 3:** That this Resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.



Lorraine H. Morton

Lorraine H. Morton, Mayor

Attest:



Mary P. Morris  
Mary P. Morris, City Clerk

Adopted: May 29, 2007

EXHIBIT A

**Guidelines for the Affordable Housing Fund**

## **Guidelines for the Affordable Housing Fund**

### **I. Purpose**

The purpose of the Affordable Housing Fund is to provide financial resources to address the affordable housing needs of low and moderate income individuals and families by promoting, preserving, and producing affordable housing; providing housing-related services to low and moderate income households; and providing support for non-profit organizations that actively address the affordable housing needs of low and moderate income households.

### **II. Management and Administration**

The Affordable Housing Fund is to be held as a separate fund within the City, for the purpose of advancing Affordable Housing opportunities. The Fund is to include the following revenue:

1. Proceeds from the Affordable Housing Demolition Tax
2. Fee in lieu payments as required by the Inclusionary Housing Program
3. Proceeds from any future housing-related taxes or fees
4. Repayments of loans made through the Mayor's Special Housing Fund and the Affordable Housing Fund
5. Interest and administrative fees to the Evanston Housing Corporation
6. Donations

The fiscal maintenance and management of the fund shall be undertaken pursuant to the approved investment policies and practices used by the City for other similarly held funds.

The City, by and through its Community Development Director, shall be responsible for the day-to-day maintenance and management of the Affordable Housing Fund, including, without limitation:

1. Preparing an annual budget of projected revenue and expenditures
2. Monitoring eligible funded activities
3. Accepting donations and grants
4. Reporting annually to the Housing Commission on the expenditures, accomplishments and activities of the Fund
5. Assisting applicants with funding proposals, reviewing funding applications and making funding recommendations to the Housing Commission
6. Processing expenditures and repayments
7. Accounting for the income and expenditures of the Fund
8. Tracking the number of people served, by income category and housing tenure, through funded programs or projects

### **III. Distribution**

The City Council shall approve distribution of funds in accordance with the requirements listed herein. Distribution of funds may be in the form of grants, loans, or such other funding mechanisms that support the purposes of the Fund. Any Affordable Housing Fund money unused at the end of any year shall remain in the Fund for future eligible activities, pursuant to the requirements of this Chapter.

### **IV. Oversight**

The Housing Commission shall make recommendations to the Planning and Development Committee of the City Council regarding the operations, programs and disbursements of the Affordable Housing Fund, including, without limitation:

1. The goals of the Fund
2. Funding and award policies and priorities
3. Program requirements
4. Review of applications for awards
5. Recommendations for granting awards
6. Evaluation of fund activities
7. Reporting no less than annually on the expenditures, accomplishments and activities of the Fund

The Housing Commission shall:

1. Advise the Community Development Director in the management and administration of the Affordable Housing Fund.
2. Conduct periodic analyses of housing needs and situations in the Community
3. Recommend priorities for funding based on the analysis of housing needs and issues,
4. Issue at least one Request for Proposals a year to address the identified need
5. Recommend a percentage of yearly allocation to the priority area for which funding proposals will be sought
6. Seek to leverage additional public and private funds as matching dollars for funds released through the Request for Proposals process

### **V. Uses**

The Affordable Housing Fund may provide financial support for a wide variety of eligible activities to serve persons in low and moderate income households, including, without limitation,

1. Seniors,
2. Persons with disabilities,
3. Persons employed in Evanston but financially unable to live in Evanston,
4. Persons at risk of homelessness,
5. Persons living in existing affordable housing in danger of becoming unaffordable.

## **VI. Eligible Activities**

Eligible activities include acquisition, construction or rehabilitation of owner-occupied or rental housing, as well as housing-related services including home-ownership counseling or predatory lending counseling.

The following housing-related activities are the types of activities that may receive resources:

1. Housing production, including, without limitation, new construction, rehabilitation and adaptive re-use. Housing produced or rehabilitated for ownership will meet affordable guidelines for households not to exceed 100% of the Area Median Income. Housing produced or rehabilitated for rental will meet affordable guidelines for households with incomes not to exceed 80% of Area Median Income, and preferably at or below 60% of the Area Median Income.
2. Acquisition and disposition, including, without limitation, vacant land, single-family homes, multi-unit buildings, and other existing structures that may be used in whole or in part for residential use
3. Activities that result in residential property being held in a community land trust in order to assure long term housing affordability
4. Capacity-building grants for not-for-profit organizations that are actively engaged in addressing the Housing needs of Low- and Moderate-Income Households.
5. Any other activity that the City Council determines would address the City's Affordable Housing needs

## **VII. Other Requirements**

### **A. Per Unit Award Amounts**

The minimum award for acquisition, new construction or rehabilitation activities shall be \$1,000 per unit.

The maximum award for the following activities shall be as follows:

1. Rental subsidy for Families in Transition: \$6,500 per year per application
2. Purchase Price Buy-down or Down Payment Assistance Program: \$25,000 per unit
3. Owner-occupied Weatherization: \$15,000 per unit
4. Owner-occupied emergency repairs: \$10,000 per unit

The maximum award for acquisition-related hard or soft costs to eliminate vacant or boarded up properties or foreclosure actions shall be determined annually based on a recommendation of the Housing Commission and approved by the City Council.

The maximum award for matching funds or gap financing for other government-funded housing related projects shall be determined on a case by case basis.

The maximum award for site-specific acquisition, new construction or rehabilitation shall be \$80,000 per unit (or determined on a case by case basis.)

**B. Affordability Retention**

Any sale of subsidized property shall be subject to approval by the City Manager or his/her designee to ensure compliance with the following terms:

1. Any activity that involves a subsidy less than \$30,000 shall be subject to an affordability period, recorded in a mortgage, as follows:

Per Unit Subsidy Amount	Affordable Vehicle	Affordable Term
\$1,000 - \$14,999	Recapture, forgiven annually	5 years
\$15,000 - \$29,999	Recapture of initial subsidy + equity sharing equal to 10% of any net gain on sale	10 years

2. Any activity that involves a subsidy equal to or greater than \$30,000 shall be subject to a resale restriction, recorded in a covenant, for as long as allowable by law. During the affordability period, the seller of the subsidized property shall sell the property only to a qualified household, earning 100% or less of AMI, at a price that includes: (i) the subsidized purchase price paid by the seller, plus; (ii) an annual adjustment equal to 3% of the initial subsidized price, plus (iii) reasonable and customary closing costs paid by seller, plus; (iv) capital improvements, not including maintenance, made to the home or installed by the seller and evidenced by receipts, up to an average amount of \$5,500 per year of ownership.

**C. Maximum Property Values**

The property value of owner-occupied housing assisted with funds shall not exceed a maximum amount, to be determined annually, based on median sales prices for the City of Evanston. The specified percentage and the basis for determining median price (i.e. separate or combined calculations for detached and attached housing) shall be approved by the City Council.

**VIII. Eligible Applicants**

Developers, non-profit organizations, including the Evanston Housing Corporation, housing owners or operators, individuals, and units of government shall be eligible applicants for the Affordable Housing Fund resources. Eligible applicants may apply to the Community Development Department for eligible activities. An application form with eligibility guidelines will be developed by the Community Development Department. Applicants may apply for a site-specific use or for a program to address a specific housing-related need.

**IX. Administration Fee**

In order to ensure compliance with the provisions of this Ordinance, the City may request reimbursements of actual annual administration costs based on a financial analysis submitted annually by the Director to the City Council, up to 15% of funds received the prior. Fees for contracted program management activities shall be included in the 15% Administrative Cap, but this requirement may be waived upon approval by City Council if a review of the administrative funding request and annual Fund revenue indicates it is feasible and warranted.



5/3/2007  
4/26/2007

**23-R-07**

**A RESOLUTION**

**Authorizing the City Manager to Sign  
a Master Lease between the City of Evanston and  
the Lighthouse Park District of Evanston**

**WHEREAS**, the City had acquired certain property from the United States of America by deed dated July 2, 1935, with the approximate dimensions of 100' x 522.72', PIN 11-07-201-001, situated east and south of the corner of Central Street and Sheridan Road, north of Milburn Park, (commonly known as 2601 Sheridan Road), and generally located within the confines of Cook County, and recorded as document number 11649210 with the Office of the Cook County Recorder of Deeds; and

**WHEREAS**, a lease entitled "Lease No. 1 (excluding Tower)" (*Exhibit A*), was leased for public purposes to the Northeast Park District of Evanston, now known as the Lighthouse Park District of Evanston, (the City and the Lighthouse Park District of Evanston (LPD) are, collectively, "the Parties"), and was executed by the Parties on June 24, 1937; said Lease excluded that portion of the aforescribed 100' x 522.72' tract of land (said tract is commonly known as Tract 1) improved with the Lighthouse Tower; said excluded portion of Tract 1 includes the Grosse Point Lighthouse Park, two (2) North and South Fog Houses, and the Lighthouse Keeper's Quarters; and

**WHEREAS**, the land with dimensions of 65' x 45' upon which the Lighthouse Tower is situated, and that land directly surrounding the Tower (known as the Lighthouse Tower and Tower Land), were excluded from Lease No. 1 because all rights thereto were then the property of the United States of America; and

**WHEREAS**, the City acquired the Lighthouse Tower (Tract 2) and Tower Land (Tract 3) by deed dated December 23, 1941, from the United States of America, and recorded as document number 12820830 with the Office of the Cook County Recorder of Deeds (*Exhibit B*); and

**WHEREAS**, the City determined that the public interest would best be served by utilizing the stewardship of the Northeast Park District of Evanston and leased the Lighthouse Tower and Tower Land to the Northeast Park District of Evanston by two (2) additional leases: one dated June 24, 1937, and recorded as document number 267233288 in the Office of the Cook County Recorder of Deeds, and one dated January 26, 1942, and recorded as document number 2672387 in the Office of the Cook County Recorder of Deeds (hereinafter both leases are collectively referred to as "Lease No. 2 (Lighthouse Tower and Tower Land)") (*Exhibit C*); and

**WHEREAS**, the United States of America deeded the lands of Lease No. 1 and Lease No. 2 to the City subject to certain reservations, including that they be used for public purposes and certain other reservations; and

**WHEREAS**, Lease No. 1 and Lease No. 2 were made subject to said reservations; and

**WHEREAS**, the City leased six (6) additional parcels of land (off-site, separate, and apart from the parcels included in Tracts 1, 2 and 3, that are located generally south and west of the aforementioned Tracts) to the Northeast Park District of Evanston for park and playground purposes by lease dated June 24, 1937, and recorded as document number 26727198 with the Office of the Cook County Recorder of Deeds, (hereinafter, "Lease No. 3") (*Exhibit D*); and

**WHEREAS**, the locations of said additional six (6) parcels of Lease No. 3 are depicted on *Exhibit E* (Tract 4, Tract 5, Tract 6, Tract 7, Tract 8, and Tract 9); and

**WHEREAS**, based upon prior information provided by LPD officials indicating that Lease No. 3 no longer includes Tract 4, Tract 5, a portion of Tract 6, and Tract 9, the Parties are at this time desirous of terminating the leasing of a portion of Tract 6, Tract 7 and Tract 8;

**WHEREAS**, Lease No. 3 was subject to certain reservations including that the land be used for park and playground purposes and other reservations set forth below; and

**WHEREAS**, said Lease No. 1 and Lease No. 2 were amended by Rider No. 1 dated September 27, 2001, approved by the City Council by Resolution 71-R-01 (*Exhibit F*); and

**WHEREAS**, Lease No. 1, Lease No. 2, and Lease No. 3 share a commonality of provisions; and

**WHEREAS**, a new Master Lease for all lands the City leases to the Lighthouse Park District of Evanston would consolidate the leased properties and the Lessor/Lessee obligations into one document, whereby all such leasing agreements serve the public interest by facilitating administration and management of said leases; and

**WHEREAS**, the Board of Commissioners of the Lighthouse Park District of Evanston approved the aforescribed consolidation by Resolution 23-R-07 on April 16, 2007; and

**WHEREAS**, the City Council has determined that use by the City of the real estate (in particular, all property located in Tract 1, Tract 2, and Tract 3, with the exception of the North and South Fog Houses included in Tract 1) demised by this Master Lease to the Lighthouse Park District of Evanston is not necessary, appropriate, required for the use of, or for the best interests of the City and that a lease of said real estate to the Lighthouse Park District of Evanston for a term of twenty (20) years upon certain terms and conditions is in the public interest of the citizens of Evanston; and

**WHEREAS**, the Lighthouse Park District of Evanston has from its general operating funds, and through the Friends of the Grosse Point Lighthouse group, maintained the Lighthouse, and has obtained grants and contributions totaling over six hundred thousand dollars (\$600,000) since 1989 for use in developing and restoring the Lighthouse structure; and which actions have enabled the City to focus its resources on other parks in Evanston; and

**WHEREAS**, the Lighthouse Park District of Evanston provides tours of the Lighthouse, has created a public museum in the Keeper's Quarters, has developed extensive educational media on the history of the Lighthouse in the form of exhibits, brochures, a book and video, and provides outreach programming to civic groups; and

**WHEREAS**, the Lighthouse Park District of Evanston obtained National Historic Landmark status by the National Park Service for the Lighthouse in 1999, bringing greater recognition of the role of the Grosse Point Lighthouse to Great Lakes maritime history; and

**WHEREAS**, the Lighthouse Park District of Evanston has been nationally and regionally recognized for its stewardship of the Grosse Point Lighthouse by the National Park Service, the American Association for State and Local History, the Illinois Association of Museums, the Landmarks Preservation Council of Illinois, the Evanston Preservation Commission, the Garden Council of America, and the Smithsonian Institution; and

**WHEREAS**, a new long-term lease would enable the Lighthouse Park District of Evanston, and Friends of the Grosse Point Lighthouse, to remain competitive in attracting grants and donations to maintain the Grosse Point Lighthouse and other leased property in Tract 1, Tract 2, and Tract 3 in an increasingly competitive grant/donation environment; and

**WHEREAS**, for the reasons set forth above, the City desires that the Lighthouse Park District of Evanston continue its stewardship to lease and

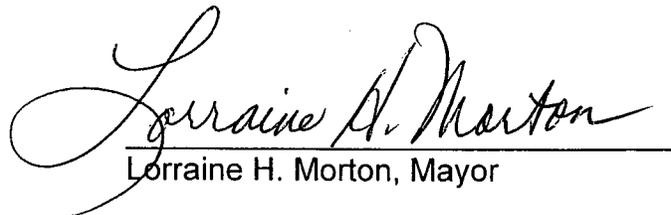
manage the Lighthouse and other leased property in Tract 1, Tract 2, and Tract 3; and

**WHEREAS**, said leasing will further benefit the citizens of Evanston through the continued stewardship of the Lighthouse Park District of Evanston, and

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

**SECTION 1:** That the foregoing recitals are hereby found as fact and made a part hereof.

**SECTION 2:** That this Resolution 23-R-07 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: May 29, 2007

05/04/2007

**24-R-07**

**A RESOLUTION**

**Authorizing the City Manager to Sign a  
Local Agency Agreement for Federal Participation with the  
Illinois Department of Transportation for the Evanston Lakefront  
Corridor Reconstruction Project**

**WHEREAS**, the City received five-hundred and fifty thousand dollars (\$550,000.00) in Federal funds through the Illinois Transportation Enhancement Program ("ITEP") in June 2006 to reconstruct the bicycle and pedestrian pathway system between Lee Street and Clark Street beaches within Evanston's lakefront parks; and

**WHEREAS**, the Illinois Department of Transportation ("IDOT") administers said ITEP funds; and

**WHEREAS**, the City desires to utilize a portion of said ITEP funds to enter into a engineering agreement with the consultant EDAW, Inc., to begin design of the bicycle and pedestrian pathway; and

**WHEREAS**, the City's expenditure of ITEP funds to hire EDAW, Inc., requires the City to execute a Local Agency Agreement for Federal Participation ("Agreement") with IDOT; and

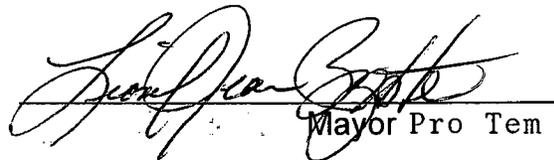
**WHEREAS**, the City Council of the City of Evanston has determined that it is in the best interests of the City of Evanston to enter into said Agreement with IDOT,

**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 the Local Agency Agreement for Federal Participation between the City and the Illinois Department of Transportation marked as Exhibit A and attached hereto and made a part hereof.

**SECTION 2:** That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Local Agency Agreement for Federal Participation as may be determined to be in the best interests of the City.

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

  
\_\_\_\_\_  
Mayor Pro Tem

Attest:

  
\_\_\_\_\_  
Mary P. Morris, City Clerk

Adopted: May 14, 2007



**Illinois Department of Transportation**

**Local Agency Agreement  
Federal Participation**

Local Agency City of Evanston	State Contract	Day Labor	Local Contract	RR Force Account
Section 07-00246-00-BT	Fund Type Enhancement (STE)		ITEP Number	

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

**Location**

Local Name Evanston Lakefront Corridor Route N/A Length 6000 feet

Termini Lee Street to 500 feet north of Clark Street

Current Jurisdiction City of Evanston Existing Str. No N/A

**Project Description**

Bike path widening and reconstruction from Lee Street to 500 feet north of Clark Street within Evanston's lakefront parks including lighting, pavement markings, route signs and associated furnishings.

**Division of Cost**

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		( )		( )		( )	
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering	88,800	( 80 )		( )	22,200	( 20 )	111,000
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
<b>TOTAL</b>	<b>\$ 88,800</b>		<b>\$</b>		<b>\$ 22,200</b>		<b>\$ 111,000</b>

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

**Method of Financing (State Contract Work)**

METHOD A--Lump Sum (95% of LA Obligation) \_\_\_\_\_

METHOD B-- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C--LA's Share \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum an amount equal to 95% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 95% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

And certifies to the best of its knowledge and belief its officials:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**.
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

**IT IS MUTUALLY AGREED:**

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.  
 Number 1 Location Map, Addendum #1 Location Map

(Insert addendum numbers and titles as applicable)

The **LA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

**APPROVED**

Name Julia Carroll

Title City Manager  
 County Board Chairperson/Mayor/Village President/etc.

Signature \_\_\_\_\_

Date \_\_\_\_\_

TIN Number 36-6005870

**APPROVED**

State of Illinois  
 Department of Transportation

\_\_\_\_\_  
 Milton R. Sees, Acting Secretary

Date \_\_\_\_\_

\_\_\_\_\_  
 Milton R. Sees, Director of Highways/Chief Engineer

\_\_\_\_\_  
 Ellen Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
 Ann L. Schneider, Director of Finance and Administration

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

5/16/07

**25-R-07**

**A RESOLUTION**

**Assuming Responsibility for the  
Temporary Closure of Sheridan Road for the  
Ricky Byrdsong 5K Race**

**WHEREAS**, the Ricky Byrdsong Foundation, in the City of Evanston, desires to hold the Eighth Annual Ricky Byrdsong 5K Race on Sunday, June 24, 2007, on Sheridan Road, at 8:00 a.m.; and

**WHEREAS**, said race will require the closing of Sheridan Road, either partially or completely, between Lincoln Street and Dempster Street; and

**WHEREAS**, the State of Illinois requires the City to assume full responsibility and liability for the closing of said highway;

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

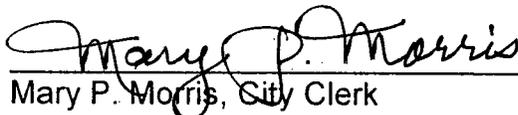
**SECTION 1:** That said City will assume full responsibility for the direction, protection, and regulation of traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of the State Route as to claims made upon the State of Illinois.

**SECTION 2:** That efficient, all-weather detours will be maintained, conspicuously marked, and judiciously police-patrolled for the benefit of traffic deviated from the State Route.

**SECTION 3:** That 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.

  
\_\_\_\_\_  
Lorraine H. Morton, Mayor

Attest:

  
\_\_\_\_\_  
Mary P. Morris, City Clerk

Adopted: May 29, 2007

5/24/2007

**26-R-07**

**A RESOLUTION**

**Authorizing the City Manager to Execute  
a Lease Agreement between the City of Evanston and  
the School District No. 65 for Foster Field**

**WHEREAS**, Community Consolidated School District No. 65, Cook County, Illinois, is the Landlord of certain vacant property commonly known as the Foster Field property, located in Evanston, Illinois (hereinafter, the "Premises"); and

**WHEREAS**, the Landlord has determined that the Premises, legally described in Exhibit A-1 attached hereto and incorporated herein, is temporarily unnecessary for its educational programs; and

**WHEREAS**, the Landlord's Board of Education has authority pursuant to §10-22.11 of the School Code (105 ILCS 5/10-22.11) to lease school property to the City of Evanston; and

**WHEREAS**, the City Council of the City of Evanston has the authority to lease the Premises for its governmental purposes, and has determined that such a lease is in the best interest of the City; and

**WHEREAS**, the City has received a two hundred fifty thousand dollar (\$250,000) grant from the Illinois Department of Commerce and Economic Opportunity to be used for the redevelopment of the tennis court and basketball court at the Fleetwood-Jourdain Center located on the Premises; and

**WHEREAS**, the demised Premises will benefit from the proceeds of said Illinois Department of Commerce and Economic Opportunity grant.

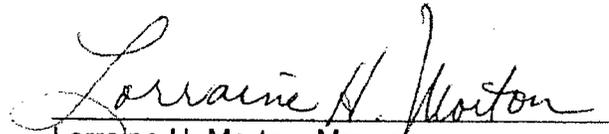
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

**SECTION 1:** That the foregoing recitals are hereby found as fact and made a part hereof.

**SECTION 2:** That the City Manager is hereby authorized and directed to sign and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston the *Lease Agreement by and between Community Consolidated School District No. 65, Cook County, Illinois, and the City of Evanston* marked as Exhibit 1, and attached hereto and incorporated herein.

**SECTION 3:** That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the Lease Agreement as may be determined to be in the best interests of the City.

**SECTION 4:** That this Resolution 26-R-07 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: June 11, 2007

5/30/2007

**27-R-07**

**A RESOLUTION**

**Authorizing the Donation of Certain  
Surplus City-Owned Personal Property**

**WHEREAS**, the City Council of the City of Evanston, County of Cook, State of Illinois, in the United States of America has determined that it is no longer necessary, practical, economical, or in the best interest of the Citizens of Evanston to retain ownership of certain surplus City-owned personal property hereinafter described; and

**WHEREAS**, the Evanston Department of Health and Human Services will cease certain clinical operations on or about July 1, 2007; and

**WHEREAS**, the Evanston Department of Health and Human Services will have surplus clinical furniture and equipment following this service cessation; and

**WHEREAS**, the Cook County Department of Public Health will initiate new public health services in the Evanston or Skokie area in the summer of 2007; and

**WHEREAS**, the Cook County Department of Public Health may have use for the Evanston surplus supplies; and

**WHEREAS**, the value of such furniture and supplies is limited to another public health provider; and

**WHEREAS**, the Evanston City Council supports the goals of public health and the Cook county Department of Public Health

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

**SECTION 1:** That the Evanston City Council hereby authorizes the transfer of ownership of certain City-owned surplus property described in Exhibit A (attached to this Resolution) to the Cook County Department of Public Health for the purposes of establishing a clinic in Northeast Cook County.

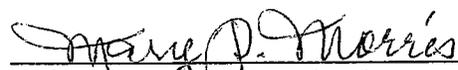
**SECTION 2:** That, subsequent to the transfer of ownership of said surplus property from the City of Evanston to the Cook County Department of Public Health, responsibility for transporting the surplus property will be shared between the City of Evanston and the Cook County Department of Public Health.

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

**SECTION 4:** That 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.

  
\_\_\_\_\_  
Mayor Pro Tem

Attest:

  
\_\_\_\_\_  
Mary P. Morris, City Clerk

Adopted: June 25, 2007

EXHIBIT A

**INVENTORY OF SURPLUS PROPERTY**

---

**CLINICAL FURNITURE:**

---

---

**CLINICAL EQUIPMENT:**

---

Cabinets, 2 drawer wood  
Cabinet 2 drawer metal  
Cabinet, metal rolling  
Chair, arm  
Chair, lab for reading slides  
Chair, phlebotomy  
Microscope with darkfield capacity  
RPR Rotator  
Scale, adult with height & weight  
Stools, exam room and lab  
Syphonameter  
Table, exam with stirrups  
Table, infant scale with height measure  
Tray stand, mayo

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5/31/2007

**29-R-07**

**A RESOLUTION**

**Authorizing the City Manager to Sign a  
Resolution of Authorization for an Open Space Lands Acquisition and  
Development (OSLAD) Grant Application for the  
Foster Field Redevelopment Project**

**WHEREAS**, the Open Space Lands Acquisition and Development (OSLAD) grant is a state-financed program operated by the Illinois Department of Natural Resources; and

**WHEREAS**, an OSLAD grant can be requested for development of land for public outdoor recreation purposes; and

**WHEREAS**, the OSLAD grant program operates on a reimbursement basis providing up to fifty percent (50%) assistance for approved project costs, with a maximum award of four hundred thousand dollars (\$400,000); and

**WHEREAS**, an applicant, as part of its proposal, must adopt and submit a Resolution of Authorization by July 1, 2007, certifying and acknowledging that it has one hundred percent (100%) of the funds necessary to complete the pending project within the required time; and

**WHEREAS**, the City's Parks, Forestry & Recreation Department is preparing a grant proposal for Foster Field for FY 2007; and,

**WHEREAS**, the City Council has designated four hundred thousand dollars (\$400,000) for the redevelopment of Foster Field in the Capital Improvement Plan; and

**WHEREAS,** the City has requested four hundred thousand dollars (\$400,000) in property tax supported bond money for Foster Field; and

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

**SECTION 1:** That the City Council adopts the *State of Illinois OSLAD/LWCF Doc-3 Resolution of Authorization* attached hereto as Exhibit A and made a part hereof.

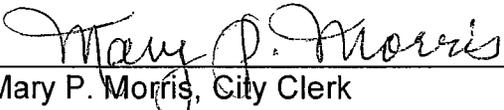
**SECTION 2:** That the City Manager is hereby authorized to sign and the City Clerk hereby authorized to attest to the Resolution of Authorization and the grant application to apply for an OSLAD grant for the redevelopment of Foster Field.

**SECTION 3:** That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Resolution of Authorization and grant application as may be determined to be in the best interests of the City.

**SECTION 4:** That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

  
\_\_\_\_\_  
Mayor Pro Tem

Attest:

  
\_\_\_\_\_  
Mary P. Morris, City Clerk

Adopted: June 25, 2007

EXHIBIT A

**State of Illinois OSLAD/LWCF Doc-3 Resolution of Authorization**

1. Project Sponsor: City of Evanston

2. Project Title: Foster Field Redevelopment

The City of Evanston hereby certifies and acknowledges that it has 100% of the funds necessary (includes cash and value of donated land) to complete the pending OSLAD/LWCF project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois DNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project should be completed within the timeframe established in the project agreement and *the Final Billing reimbursement request will be submitted to IDNR as soon as possible after project completion.*

The City of Evanston further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025) or federal Land & Water Conservation Fund (LWCF) program (17 IL Adm. Code 3030), as applicable, 2) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable, 3) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.), 4) Title VI of the Civil Rights Act of 1964, (P.L. 83-352), 5) the Age Discrimination Act of 1975 (P.L. 94-135), 6) the Civil Rights Restoration Act of 1988, (P.L. 100-259) and 7) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe conditions, keep the facilities open to the general public during reasonable hours consistent with the type of facility, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD/LWCF assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD/LWCF programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR.

BE IT FURTHER PROVIDED that the City of Evanston certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the City of Evanston at a legal meeting held on the 25 day of June, 2007.

\_\_\_\_\_  
(Authorized Signature)  
Julia A. Carroll, City Manager  
\_\_\_\_\_  
(title)

ATTESTED BY: \_\_\_\_\_  
Mary P. Morris, City Clerk  
\_\_\_\_\_  
(title)

6/5/2007  
6/4/2007

**30-R-07**

**A RESOLUTION**

**Authorizing the Lease of Certain Room Space on  
The First Floor of the Civic Center (Room 1030)  
To the League of Women Voters of Evanston  
from June 1, 2007 through May 31, 2008**

WHEREAS, the City of Evanston owns certain real property legally described as follows:

**PARCEL 1**

Lot 1 (except the South 33 feet) thereof in Academy's Subdivision of a part of Lot 19 in the Assessors Division of Section 7, Township 41 North, Range 14, east of the Third Principal Meridian, according to the plat of said Subdivision recorded June 2, 1897, in Book 72 of plats, page 36 as Document 2546204.

**PARCEL 2**

Lots 1 to 18 (except the South 33 feet of said Lots 2 and 18) in Academy's Subdivision of part of Lot 19 in the Assessor's Division of fractional Section 7, Township 41 North, Range 14, East of the Third Principal Meridian, according to the plat of said subdivision recorded June 29, 1900 in book 78 of plats, page 48 as Document 2980315.

**PARCEL 3**

All of the North and South 20 foot vacated alley lying West of and adjoining Lot 1 in Academy's subdivision aforesaid also all of the East and West 16.9 foot vacated alley lying between Lots 9 and 10 in Academy's Subdivision aforesaid all in Cook County, Illinois,

commonly known as 2100 Ridge Avenue, Evanston, Illinois; and

**WHEREAS**, said real estate is improved with a five-story building known as the Evanston Civic Center; and

**WHEREAS**, the City Council of the City of Evanston has determined that it is no longer necessary or appropriate or in the best interests of the City that it retain the use of certain first floor room space (Room 1030 consisting of 103 square feet) within said improved real estate, and that said first floor room space is not required for the use of the City of Evanston; and

**WHEREAS**, the League of Women Voters of Evanston leases said first floor room space at 2100 Ridge Avenue and proposes to renew its lease; and

**WHEREAS**, the City Council of the City of Evanston has determined that the best interests of the City of Evanston would be served by the continued leasing of said property to, and executing of a lease with, the League of Women Voters of Evanston,

**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 authorized and directed to attest on behalf of the City of Evanston a lease, by and between the City of Evanston as Lessor and the League of Women Voters of Evanston as Lessee, for certain first floor space for a term of one (1) year at a rental of \$193.00 per month for the term of June 1, 2007

through May 31, 2008, in substantial conformity with that attached hereto as Exhibit A and made a part hereof.

**SECTION 2:** The City Manager is hereby authorized and directed to negotiate any additional terms and conditions on the Lease of aforesaid room space as may be determined to be in the best interest of the City.

**SECTION 3:** That this Resolution 30-R-07 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

  
\_\_\_\_\_  
Lorraine H. Morton, Mayor

Attest:

  
\_\_\_\_\_  
Mary P. Morris, City Clerk

Adopted: June 11, 2007

EXHIBIT A

***Lease between the City of Evanston and  
the League of Women Voters for  
the Civic Center, Room 1030  
from June 1, 2007 through May 31, 2008***

**LEASE BETWEEN THE CITY OF EVANSTON AND  
THE LEAGUE OF WOMEN VOTERS FOR  
THE CIVIC CENTER, ROOM 1030  
FROM JUNE 1, 2007 THROUGH MAY 31, 2008**

**TERM OF LEASE**

**DATE OF LEASE:**

BEGINNING	ENDING	ANNUAL RENT
June 1, 2007	May 31, 2008	\$193.00/month

**DEMISED PREMISES:**

Room 1030  
2100 Ridge Avenue  
Evanston, Illinois 60201

**PURPOSE:** Utilization of vacant office space in the Evanston Civic Center by the League of Women Voters of Evanston for conduct of official business.

**LESSEE:** League of Women Voters of Evanston  
2100 Ridge Avenue  
Evanston, Illinois 60201

**LESSOR:** City of Evanston  
2100 Ridge Avenue  
Evanston, Illinois 60201

IN CONSIDERATION of the agreements herein stated, LESSOR hereby leases to LESSEE Room 1030 of the Evanston Civic Center consisting of one hundred three (103) square feet, to be used for the business activities of the LESSEE subject to the conditions stated herein.

1. The LESSEE shall pay or cause to be paid the rent above stated to the LESSOR, said rent to be due and payable one month in advance, by the first calendar day of each month. Said rent shall be paid at the office of the LESSOR,

Evanston City Manager's Office, Room 4605, 2100 Ridge Avenue,  
Evanston, Illinois.

2. This is a lease renewal. Lessee knows the condition of said demised premises, acknowledges the same to be in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by the LESSOR or its agent at any time that are not expressed herein or herein endorsed.

3. LESSOR will at all reasonable hours during each day and evening, from October 1 to May 1, during the term, when required by the season, furnish at its own expense heat for the heating apparatus in the demised premises, except when prevented by accidents and unavoidable delays, provided, however, that the LESSOR shall not be held liable in damages on account of any personal injury or loss occasioned by the failure of the heating apparatus to heat the premises sufficiently, by any leakage or breakage of the pipes, by any defect in the electric wiring, elevator apparatus and service thereof, or by reason of any other defect, latent or patent, in, around, or about the said building. LESSOR will air-condition the premises when required by outside temperature.

4. LESSOR will cause the halls, corridors and other parts of the building adjacent to the demised premises to be lighted, cleaned and generally cared for, accidents and unavoidable delays excepted.

5. LESSEE shall comply with such rules and regulations as may later be required of it by LESSOR for the necessary, proper, and orderly care of the Civic Center building in which the demised premises are located.

6. LESSEE shall neither sublet the demised premises or any part thereof, assign, nor otherwise transfer this Lease nor permit by any act or default any transfer of LESSEE'S interest by operation of law, nor offer the demised premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the prior written consent of LESSOR.

7. No modifications, alterations, additions, installations, or renovations including decorating shall be undertaken by the LESSEE without first obtaining the written permission from the LESSOR. The cost of all alterations and additions, etc. to said demised premises shall be borne by the LESSEE and all such alterations and additions shall remain for the benefit of the LESSOR. In the event uniform window treatment is required by LESSOR, LESSOR shall supply and install materials at LESSOR'S expense.

8. LESSEE shall return the demised premises to LESSOR at the termination of the lease with glass of like kind and quality in the several doors and windows thereof, entire and unbroken, shall not allow any waste or misuse, and will not neglect the water or light fixtures on the demised premises; LESSEE shall compensate other tenants of the building for damage caused by Lessee's misuse, waste or neglect.

9. At the termination of the Lease, by lapse of time or otherwise, LESSEE agrees to yield up immediate and peaceable possession to LESSOR, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of two hundred and no/100 dollars (\$200.00) per day, and it shall be lawful for the LESSOR or his legal representative at any time thereafter, without notice, to re-enter the demised premises or any part thereof, and to expel, remove and put out the LESSEE or any person or persons occupying the said premises, using such force as may be necessary so to do, and to repossess and enjoy the premises again as before this Lease, without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenants; or in case the said premises shall be abandoned, deserted, or vacated, and remain unoccupied five (5) days consecutively, the LESSEE hereby authorizes and requests the LESSOR as LESSEE'S agent to re-enter the premises and remove all articles found therein, regardless of ownership, place them in some regular storage warehouse or other suitable storage place for no more than forty-five (45) days, at the cost and expense of LESSEE, and proceed to re-rent the said premises at the LESSOR'S option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this Lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the LESSOR. If the LESSEE shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five (5) business days after the day whereon the same should be paid, the LESSOR by reason

thereof shall be authorized to declare the term ended, and the LESSEE hereby agrees that the LESSOR, his agents or assigns may begin suit for possession or rent.

10. In the event of re-entry and removal of the articles found on the premises and personally owned by LESSEE or others as herein provided, the LESSEE hereby authorizes and requests the LESSOR to sell the same at public or private sale within fifteen (15) days notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, rendering the overplus, if any, to LESSEE upon demand.

11. At the termination of this Lease by lapse of time or otherwise, Lessee shall leave the demised premises in broom clean condition and shall turn over any and all keys to the City Manager. Lessee shall pay Lessor for any damages to the leased premises beyond normal wear and tear and shall do so within thirty (30) days of invoicing therefor by the City.

12. In the event that the LESSOR, his successors, attorneys or assigns shall desire to regain the possession of the demised premises herein described for any reason, LESSOR shall have the option of so doing upon giving the LESSEE sixty (60) days notice of LESSOR'S election to exercise such option.

13. Only those signs, posters and bulletins expressly permitted by LESSOR shall be allowed in and around the building containing the demised premises. This condition shall include, but not be limited to, signage, posters, or

announcements relating to any election, candidates for public office, or other matters of public interest.

14. The LESSOR will at its cost supply electric lighting, cleaning and general maintenance of the demised premises and adjoining stairwells and access corridors. The cleaning of said premises shall be conducted on the same schedule and in the same scope and manner as with other City offices, during hours which will not unreasonably interfere with the conduct of business.

15. The LESSOR will provide security and custodial services. Access to the building and the demised premises during periods other than regular business hours, by the LESSEE, his agents or employees shall be allowed only to the demised premises and the corridors and stairwells required for access thereto, and only to those persons who have been designated in writing by the LESSEE and approved by the LESSOR.

16. All applicable laws, and ordinances, and City policies concerning political activities and electioneering shall be observed by the LESSEE in and around the demised premises.

17. The provisions of the Municipal Code of the City of Evanston concerning the consumption and use of alcoholic beverages are hereby incorporated by reference and made a part of this lease.

18. The LESSEE agrees that there shall be no unrefrigerated food stored on the leased premises, and that no refrigerator of a capacity greater than six (6) cubic feet, or stoves or other appliances for the preservation or preparation of food,

other than a coffee pot or device for warming water for beverage preparation, shall be installed or otherwise maintained on the premises.

19. LESSEE shall, during the entire term hereof, keep in full force and effect a Comprehensive General liability policy in the amount of one million and no/100 dollars (\$1,000,000.00) with respect to the leased premises, with provisions acceptable to Lessor, and the activities of LESSEE in the leased premises. LESSEE shall furnish copies of a Certificate of Insurance with the LESSOR/OWNER named as an additional insured with an insurance company acceptable to the LESSOR. The LESSEE shall furnish, where requested, a certified copy of the policy(s) to the LESSOR. The policy(s) shall provide, in the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until thirty (30) days after the LESSOR has received written notice from the insurance company(s). An insurance company having less than an A-Policyholder's Rating by the Alfred M. Best Company will not be considered acceptable. LESSEE shall also insure the following indemnity provisions, and such agreement shall be clearly recited in the body of the Certificate of Insurance:

LESSEE hereby agrees to indemnify, protect and save LESSOR safe and harmless against all claims, actions, or causes of action resulting from loss, damage, or injury to any person or persons or property caused by, connected with, or resulting from LESSEE's operations on the leased premises or any activities by LESSEE's agents, servants, employees, or invitees thereon.

In the event of any conflict between the language of the insurance policy(s) and the above-recited indemnity provisions, the indemnity provision shall govern. If

requested by the LESSOR, the LESSEE at its own expense, cost, and risk shall defend and pay all costs, including attorney's fees, of any and all suits or other legal proceedings that may be brought or instituted against the LESSOR, or any such claim or demand, and pay and satisfy any judgment that may be rendered against them in any such suit or legal proceeding or the amount of any compromise or settlement that may result therefrom. Notwithstanding any of the foregoing, LESSEE has no obligation to defend or indemnify LESSOR in or for any claim or action against LESSOR alleging negligence or gross negligence.

20. The Lease is executed in Evanston, Illinois. The laws of Illinois shall be applicable in the event of a dispute between Lessor and Lessee. Venue shall be in Cook County, Illinois. The parties waive trial by jury.

21. Notices given or required under this Lease shall be sent to the City in care of the City Manager and to the League of Women Voters. A mailed notice must be sent by first class mail, return receipt requested and is effective five (5) days after deposit in the U.S. Mail. Notice given by personal delivery is effective upon delivery.

22. The persons whose names are subscribed below on behalf of the Lessor and Lessee represent and warrant that they are properly authorized to execute this Lease on behalf of their respective parties.

WITNESS the hands and seals of the parties hereto, as of the date of this Lease stated above.

LESSOR:

LESSEE:

**City of Evanston**

**League of Women Voters  
of Evanston**

By: Julia A Carroll

By: E. Virginia Rosenberg

Julia A. Carroll

E. VIRGINIA ROSENBERG

Typed Name

Typed Name

ATTEST:

treasurer  
Title

Mary P. Morris

Date: 06-21-07, 2007

Date: June 29, 2007

END OF DOCUMENT



6/25/2007

**33-R-07**

**A RESOLUTION**

**Authorizing the Transfer of \$2,475,000.00 from the  
General Fund to the Capital Improvement Program**

**WHEREAS**, the City of Evanston is a home rule unit of government and operates under the Budget Officer form of Illinois governmental budgeting; and

**WHEREAS**, pursuant to Section 1-11-5 (F) of the City Code (Revision of the Annual Budget), the Municipal Budget Officer, subject to approval by the City Manager, shall have the power to revise the budget within any separate fund as may be required; and

**WHEREAS**, also under Section 1-11-5 (F), the corporate authorities, by a vote of two-thirds of the members then holding office, shall have the authority to revise the budget by transferring monies from one fund to another or adding to any fund; and

**WHEREAS**, the City Council has determined it is in the best interests of the City of Evanston to transfer funds from the General Fund to the Capital Improvement Program; and

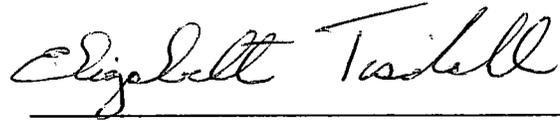
**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** That there shall be transferred from the General Fund to the Capital Improvement Program the sum of two million, four hundred seventy-five thousand and no/100 dollars (\$2,475,000.00).

**SECTION 2:** That the uses and expenditures of the Capital Improvement Program of the City are all for lawful corporate purposes.

**SECTION 3:** That the City Manager shall direct the Municipal Budget Officer to effect such transfer promptly, as soon as may be practicable.

**SECTION 2:** That 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.



Mayor Pro Tem

Attest:



Mary P. Morris, City Clerk

Adopted: June 25, 2007

06/14/2007

**32-R-07**

**A RESOLUTION**

**Authorizing the City Manager to Sign a  
Local Agency Agreement for 80% Federal Participation with the  
Illinois Department of Transportation and  
20% Local Participation for the Twiggs Park Expansion and  
Bike Path Reconstruction Project**

**WHEREAS**, the City received two-hundred thousand dollars (\$200,000.00) in Federal funds through the SAFETEA-LU High Priority Fund ("High Priority") in 2006 to reconstruct, widen, and extend the bicycle and pedestrian pathway system between Simpson Street and Green Bay Road within Evanston's Twiggs Park; and

**WHEREAS**, the Illinois Department of Transportation ("IDOT") administers said High Priority funds; and

**WHEREAS**, the City shall contribute twenty percent (20%) in matching funds equaling fifty-thousand dollars (\$50,000.00) through the City's Capital Improvement Plan Fund as a condition to receiving the two-hundred thousand dollars (\$200,000.00) from IDOT; and

**WHEREAS**, the City desires to utilize a portion of said High Priority funds to enter into two engineering agreements with the consultant URS Corporation to perform design engineering and construction administration services of the bicycle and pedestrian pathway; and

**WHEREAS**, the City's expenditure of High Priority funds to hire URS Corporation requires the City to execute a Local Agency Agreement for Federal Participation ("Agreement") with IDOT; and

**WHEREAS**, the City Council has determined that it is in the best interests of the City to enter into said Agreement with IDOT,

**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 the Local Agency Agreement for Federal Participation between the City and the Illinois Department of Transportation marked as Exhibit A, attached hereto, and made a part hereof.

**SECTION 2:** That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Local Agency Agreement for Federal Participation as may be determined to be in the best interests of the City.

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

*Elizabeth Tisdall*

Mayor Pro Tem

Attest:

*Mary P. Morris*  
Mary P. Morris, City Clerk

Adopted: June 25, 2007

**EXHIBIT A**

 <b>Illinois Department of Transportation</b> Local Agency Agreement Federal Participation	Local Agency City of Evanston	State Contract	Day Labor	Local Contract	RR Force Account
	Section 07-00245-00-BT	Fund Type High Priority	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-358-07	HPP-0299 (106)	D-91-358-07	HPP-0299 (105)		

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

**Location**

Local Name Twiggs Park Bike Path Extension Route N/A Length 0.4 Mi.

Termini Simpson Street to Greenbay Road

Current Jurisdiction City of Evanston Existing Str. No N/A

**Project Description**

Bike path widening and reconstruction from Simpson Street to Dewey Avenue and new bike path construction from Dewey Avenue to Greenbay Road within City of Evanston's Twiggs Park including lighting, pavement markings, route signs and associated furnishings.

**Division of Cost**

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	126,200	( 25 )	( )	( )	373,800	( 75 )	500,000
Non-Participating Construction		( )	( )	( )		( )	
Preliminary Engineering	59,000	( 80 )	( )	( )	14,800	( 20 )	73,800
Construction Engineering	14,800	( 80 )	( )	( )	3,700	( 20 )	18,500
Right of Way		( )	( )	( )		( )	
Railroads		( )	( )	( )		( )	
Utilities		( )	( )	( )		( )	
<b>TOTAL</b>	<b>\$ 200,000</b>		<b>\$</b>		<b>\$ 392,300</b>		<b>\$ 592,300</b>

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (95% of LA Obligation) \_\_\_\_\_

METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C---LA's Share \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

## THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office. Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations. The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

**EXHIBIT A**

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

**THE STATE AGREES:**

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

EXHIBIT A

- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
  - (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA.
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map, Addendum #1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Julia Carroll

Title City Manager

County Board Chairperson/Mayor/Village President/etc.

Signature

Date

TIN Number 36-6005870

APPROVED

State of Illinois  
Department of Transportation

Milton R. Sees, Acting Secretary

Date

Milton R. Sees, Director of Highways/Chief Engineer

Ellen Schanzle-Haskins, Chief Counsel

Ann L.. Schneider, Director of Finance and Administration

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

6/22/07

34-R-07

**A RESOLUTION**

**Relating to Prevailing Wages  
For Public Works Projects**

**WHEREAS**, the State of Illinois has enacted "an Act regulating wages of laborers, mechanics, and other workmen employed in any public works by the State, County, City, or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, as amended, Chapter 820, Sections 130/1 through 130/12 of the *Illinois Compiled Statutes*; and

**WHEREAS**, the aforesaid Act requires that municipalities ascertain the prevailing rate of wages applicable within the locality of such municipality for laborers, mechanics, and workmen engaged in the construction of public works,

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

**SECTION 1:** That in accordance with, and to the extent required by Chapter 820, Sections 130/1 through 130/12 of the *Illinois Compiled Statutes*, the general prevailing rate of wages is hereby ascertained to be the same as the prevailing rate of wages for construction work in Cook County as determined by the Illinois Department of Labor in its compilation of July 2007, a copy of which is attached hereto as *Exhibit A*.

**SECTION 2:** That nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the City to the extent required and as defined by the aforesaid Act.

**SECTION 3:** That a copy of the Compilation, *Exhibit A*, attached hereto, shall be maintained and available for public inspection in the Office of the City Clerk of the City of Evanston.

**SECTION 4:** That the City Clerk shall mail a certified copy of the Resolution to any association of employers, association of employees, or any person who has filed or who may file their names and addresses requesting a copy of any determination stating the particular rates and the particular class of workmen whose wages will be affected by such rates.

**SECTION 5:** That the City Clerk shall file a certified copy of the Resolution with both the Secretary of State and the Department of Labor of the State of Illinois.

**SECTION 6:** That the City Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Resolution, and that such publication shall constitute notice that the Resolution is effective and that this is the determination of this public body.

**SECTION 7:** That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

  
\_\_\_\_\_  
Mayor Pro Tem

ATTEST:

  
\_\_\_\_\_  
Mary P. Morris, City Clerk

Adopted: June 25, 2007

## EXHIBIT A

## Cook County Prevailing Wage for July 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		33.150	33.650	1.5	1.5	2.0	7.970	5.680	0.000	0.220
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		38.540	42.000	2.0	2.0	2.0	6.720	7.440	0.000	0.300
BRICK MASON		BLD		34.850	38.340	1.5	1.5	2.0	7.050	7.870	0.000	0.380
CARPENTER		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
CEMENT MASON		ALL		39.850	41.850	2.0	1.5	2.0	7.490	6.520	0.000	0.170
CERAMIC TILE FNSHER		BLD		28.520	0.000	2.0	1.5	2.0	5.650	5.750	0.000	0.330
COMM. ELECT.		BLD		33.940	36.440	1.5	1.5	2.0	7.200	5.590	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		36.050	42.000	1.5	1.5	2.0	7.870	9.730	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		28.120	42.000	1.5	1.5	2.0	6.140	7.600	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		36.050	42.000	1.5	1.5	2.0	7.870	9.730	0.000	0.270
ELECTRICIAN		ALL		37.800	40.400	1.5	1.5	2.0	10.23	7.650	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		42.045	47.300	2.0	2.0	2.0	8.275	6.060	2.520	0.550
FENCE ERECTOR		ALL		28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
GLAZIER		BLD		33.000	34.500	1.5	2.0	2.0	6.740	10.15	0.000	0.600
HT/FROST INSULATOR		BLD		33.300	35.050	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER		ALL		39.250	41.250	2.0	2.0	2.0	9.950	12.74	0.000	0.300
LABORER		ALL		33.150	33.900	1.5	1.5	2.0	7.970	5.680	0.000	0.220
LATHER		BLD		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		ALL		25.750	0.000	1.5	1.5	2.0	6.070	7.020	0.000	0.580
MARBLE MASON		BLD		34.850	38.340	1.5	1.5	2.0	7.050	7.870	0.000	0.490
MATERIAL TESTER 1		ALL		21.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MATERIALS TESTER II		ALL		26.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MILLWRIGHT		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
OPERATING ENGINEER		BLD 1		41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 2		40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 3		37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 4		35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		FLT 1		47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT 2		45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT 3		40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT 4		33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY 1		39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 2		39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 3		37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 4		35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 5		34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER		ALL		37.350	39.600	2.0	2.0	2.0	7.750	11.58	0.000	0.500
PAINTER		ALL		35.400	39.820	1.5	1.5	1.5	6.550	7.400	0.000	0.420
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIVER		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
PIPEFITTER		BLD		40.000	42.000	1.5	1.5	2.0	8.660	7.550	0.000	1.120
PLASTERER		BLD		33.850	35.350	1.5	1.5	2.0	6.740	7.100	0.000	0.400
PLUMBER		BLD		39.700	41.700	1.5	1.5	2.0	8.170	4.560	0.000	0.940
ROOFER		BLD		33.650	35.650	1.5	1.5	2.0	6.460	3.310	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		25.340	26.190	1.5	1.5	2.0	4.180	2.250	0.000	0.000
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
TERRAZZO FINISHER		BLD		29.290	0.000	1.5	1.5	2.0	5.650	6.940	0.000	0.270
TERRAZZO MASON		BLD		33.650	36.650	1.5	1.5	2.0	5.650	8.610	0.000	0.300
TILE MASON		BLD		34.600	38.600	2.0	1.5	2.0	5.650	7.000	0.000	0.460

surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installatin of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and experiors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine -

turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

6/26/2007

**35-R-07**

**A RESOLUTION**

**Approving the Proposed Fiscal Year 2008-2013  
Capital Improvement Program of the City of Evanston**

**WHEREAS**, the City Manager has submitted the proposed Fiscal Year 2008-2013 Capital Improvement Program; and

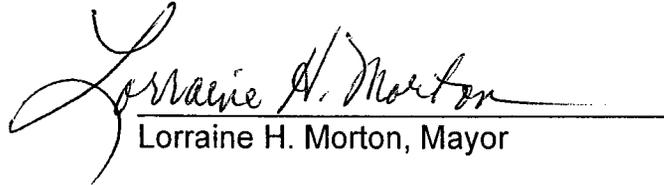
**WHEREAS**, the City Council has reviewed the 2008-2009 through 2012-2013 Capital Improvement Program in the total amount of two hundred seventy-seven million, seven hundred two thousand, seventy-four dollars (\$277,702,074.00), which includes a 2008-2009 Capital Budget in the amount of twenty-four million, nine hundred eighty-two thousand, seventy-four dollars (\$24,982,074.00).

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

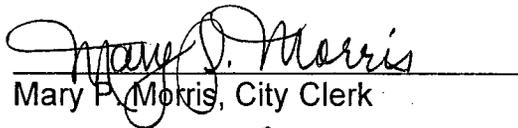
**SECTION 1:** That the City of Evanston's 2008-2013 Capital Improvement Program is hereby adopted, and the City Manager is directed to implement the 2008-2009 Capital Budget in the amount of twenty-four million, nine hundred eighty-two thousand, seventy-four dollars (\$24,982,074.00).

**SECTION 2:** That the foregoing recitals are hereby found as fact and made a part hereof.

**SECTION 3:** That 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.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: July 23, 2007

6/26/2007

36-R-07

**A RESOLUTION**

**Authorizing the City Manager to Enter into a Lease Agreement with  
Bob and Marcy Brower for Lease of Studio #109 in the  
Noyes Cultural Arts Center**

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 hereby authorized and directed to attest on behalf of the City of Evanston, a lease between Bob and Marcy Brower for lease of Studio #109 in the Noyes Cultural Arts Center. Such Lease shall be in substantial conformity with the Lease marked as Exhibit 1 attached hereto and incorporated herein by reference.

**SECTION 2:** That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the lease as may be determined to be in the best interest of the City.

**SECTION 3:** That 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.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: July 9, 2007

EXHIBIT 1

**Noyes Cultural Arts Center Lease Agreement**

EXHIBIT 1

NOYES CULTURAL ARTS CENTER

L E A S E

LESSOR: City of Evanston  
2100 Ridge Avenue  
Evanston, IL. 60201

LESSEE: Marcy & Bob Brower  
800 Elgin Rd  
Evanston, IL. 60201 (847) 491-0640 (H)

DATE OF LEASE	See below	BEGINNING & ENDING OF LEASE TERM 1	3/1/05 2/28/06	BEGINNING & ENDING OF LEASE TERM 2	3/1/06 2/28/07
STUDIO SPACE LEASED	109	SQUARE FEET	220.8	SQUARE FEET RATE	N/A
CURRENT DEPOSIT		SEC. DEPOSIT ADJUSTMENT	N/A	NON RESIDENT SURCHARGE	
COMMUNITY SERVICE 3/1/05-2/28/06	N/A	MONTHLY RENT LEASE TERM 1 3/1/05-2/28/06	N/A	MONTHLY RENT LEASE TERM 2 3/1/06-2/28/07	NOT TO EXCEED 10%

DATE OF LEASE	See below	BEGINNING & ENDING OF LEASE TERM 2	3/1/06 2/28/07	BEGINNING & ENDING OF LEASE TERM 3	3/1/07 2/28/08
STUDIO SPACE LEASED	109	SQUARE FEET	220.8	SQUARE FEET RATE	N/A
CURRENT DEPOSIT	N/A	SEC. DEPOSIT ADJUSTMENT	N/A	NON RESIDENT SURCHARGE	N/A
COMMUNITY SERVICE 3/1/06-2/28/07	N/A	MONTHLY RENT LEASE TERM 2 3/1/06-2/28/07	N/A	MONTHLY RENT LEASE TERM 3 3/1/07-2/29/08	NOT TO EXCEED 10%

DATE OF LEASE	8/1/07	BEGINNING & ENDING OF LEASE TERM 3	3/1/07 2/29/08		
STUDIO SPACE LEASED	109	SQUARE FEET	220.8	SQUARE FEET RATE	\$12.33
CURRENT DEPOSIT	-0-	SEC. DEPOSIT ADJUSTMENT	\$226.87	NON RESIDENT SURCHARGE	N/A
COMMUNITY SERVICE 3/1/07-2/29/08	\$238.21	MONTHLY RENT LEASE TERM 3 3/1/07-2/29/08	\$226.87	MONTHLY RENT BEGINNING 3/1/08	TO BE NEGOTIATED

LESSEE

DATE

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\_\_\_\_\_

PURPOSE: For and in consideration of the terms of this lease, Lessor agrees to lease Lessee space as diagramed in Appendix "A."

1. RENT. a. TO BE PAID ON OR BEFORE THE FIRST OF EACH MONTH, at the administrative office of the Noyes cultural Arts Center. (NCAC) 927 Noyes Street, Evanston, IL. 60201; or at the Evanston Recreation Department. (ERD) Evanston Civic Center, 2100 Ridge Avenue Evanston, IL. 60201.

b. This lease is for an option to renew for a second and third one-year term. The terms run (3/1/05 through 2/28/06 and respectively 3/1/06 through 2/28/07 and 3/1/07 through 2/28/08.) The rent for each term is set forth above. All lease provisions shall remain the same, except that 1) applicable new legislation shall be incorporated by reference; 2) Community Service requirements between Lessee and Lessor shall be renegotiated; 3) the rent shall increase by an amount to be determined solely by Lessor, but not to exceed ten percent (10%) of the previous year's monthly rent, and 4) Lessor reserves the right to revise the Lessee's insurance requirements as to type(s) of coverages and policy amounts. Spaces at the NCAC are leased at below market rates for comparable space. Prior to execution of this Lease, and within 10 days of the first month of any beginning term of this Lease, all Lessees must provide Lessor with a copy of their: IL AG900-IL - Illinois Charitable Organization Annual Report (if not-for-profit) or Federal Income Tax Return, 1040 Schedule C, 1120(s) or 1065 (if for profit).

c. The Lessee is liable for all lease fees, including any late fees or fees for additional services, and for any damage, upkeep or losses to the NCAC building furniture or equipment caused by Lessee's invitees or caused by or attributable to Lessee or its agents during the lease period. Additional fees include but are not limited to: parking fees, custodial overtime, utility fees, and other accrued charges. Lessor may bill other charges separately. See Appendix D.

2. LATE CHARGES. Late fees will be assessed for rent and all other invoiced charges in the amount of 10% of the invoice or \$50.00 whichever is greater. Late fees only apply if the administrative office of the NCAC or the ERD receives payment AFTER 5:00PM on the fifth day of each month for rent and/or if payment is received after 5:00PM on the due date as specified on the invoice for all other charges. Invoiced charges may also be placed in the rent drop box slot located ~~in~~ on the bottom portion of the door of the NCAC administrative office (room 100) by 5:00 p.m. on the due date specified on the invoice. See Appendix D for "Other Costs."

Assessed late fees not paid by the due date specified on the invoice will be billed double the amount on the next billing cycle.

3. MOVING. If Lessor requires vacation of the Leased Premises and relocation within the NCAC, excluding an emergency, Lessor will give Lessee sixty (60) days written notice. The Lessor will arrange for, and bear the cost of, moving lessee's contents (excluding computers, wiring, and telephone(s)) into a comparable space with comparable amenities within the NCAC. If a comparable space is not available or

LESSEE

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if Lessee/Sublessee does not accept the space offered by Lessor Lessee/Sublessee will vacate the Leased Premises by the end of the 60-day notice period. If Lessee fails to vacate by the date determined in writing from Lessor, Lessee will be charged a \$25.00 per day storage fee or a daily storage fee based on the per diem cost of the leased space whichever is greater.

4. CONDITION AND UPKEEP OF LEASED PREMISES. "Premises" means the space leased and any other portion(s) of the NCAC used by Lessee pursuant to the terms of this lease. Lessee has examined and knows the condition of said premises and has received the same in good order and repair, and acknowledges that no representations to the condition or repair thereof have been made by the Lessor or his agent prior to or at the execution of this lease that are not herein expressed or endorsed hereon. The Lessee's taking possession shall be conclusive evidence as against the Lessee that the Leased Premises were in good order and satisfactory condition when the Lessee took possession except for a list of items to be completed or repaired, signed by Lessor and Lessee prior to Lessee's occupancy. No promise of the Lessor to alter, remodel, decorate, clean or improve the Leased Premises or the NCAC and no representation respecting the condition of the leased Premises or the NCAC have been made by the Lessor to the Lessee, unless the same is contained herein, or made a part hereof.
  
5. CARE, MAINTENANCE AND CUSTODIAL SERVICES. The Lessee shall, at the Lessee's own expense, keep the Leased Premises in good condition and shall pay for the repair of any damages caused by the Lessee, its agents, employees or invitees. The Lessee shall keep the Leased Premises in clean condition and presentable to the public. The Lessee shall pay the Lessor for overtime and for any other expense incurred in the event that repairs, alterations, decorating or other work in the Leased Premises are not made during ordinary business hours at the Lessee's request.

Lessee will keep said premises, including all walls, surfaces and appurtenances, in good repair. At no time shall Lessee move, remove, handle, injure, or disturb any property not theirs on or in the leased premises. Lessee shall be responsible for repairs, damages and losses for damages sustained outside the leased premises attributable to lessee's activities, or invitees. All damage must be reported in writing to the Director of Parks/Forestry & Recreation or designee by the next City business day. Repairs by Lessee must have prior written approval by the Director of Parks/Forestry & Recreation or designee and must occur within thirty (30) days of such approval unless the Director of Parks/Forestry & Recreation or designee gives a prior written request or grants approval for an extension beyond the thirty (30) days. If Lessee fails to make the necessary repairs by the date determined by Lessor, Lessor has the option to make the necessary repairs and Lessee agrees to promptly pay for those repairs upon rendition of an invoice by Lessor. Lessor may terminate this lease for Lessee's failure to make the necessary repairs by the due date. Lessees are required upon lease termination to leave space in the same or better condition than at beginning of lease. Normal wear and tear excepted. See Appendix C.

LESSEE

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6. MACHINERY, HOUSING ACCOMODATIONS, INFLAMMABLES, WATER. a. Unless the Lessor gives prior written consent in each and every instance, the Lessee shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air-conditioning apparatus in or about the Leased Premises or carry on any mechanical business therein, or use the Leased Premises for housing accommodations or lodging or sleeping purposes, or do any cooking therein or install or permit the installation of any vending machines, or use any illumination other than electric light, or use or permit to be brought into the NCAC any inflammable oils or fluids such as gasoline, kerosene, naphtha and benzene, or any explosive or other articles hazardous to persons or property.

b. The Lessee shall not waste water by tying, wedging or otherwise fastening open, any faucet.

c. The Lessee shall not install in the Leased Premises any equipment which uses a substantial amount of electricity without the prior written consent of the Lessor.

7. ALTERATIONS. The Lessee shall not do any painting or decorating, or erect any partitions, make any alterations in or additions to the Leased Premises or the Noyes Cultural Arts Center, or do any nailing, boring or screwing into the ceilings, walls or floors, without the Lessor's prior written consent in each and every instance. Unless otherwise agreed by Lessor and Lessee in writing, all such work shall be performed either by or under the direction of the Lessor, but at the cost of Lessee. The Lessee shall furnish the following to the Lessor for approval before commencement of the work or delivery of any materials onto the Leased Premises or into the Noyes Cultural Arts Center:

- a) plans and specifications;
- b) names and addresses of contractors;
- c) copies of contracts;
- d) necessary permits including, but not limited to, electrical;
- e) indemnification in form and amount satisfactory to Lessor and certificates of insurance from all contractors performing labor or furnishing materials, insuring against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the alterations or additions and naming Lessor as an additional insured.

The Lessor's decision to refuse or approve such consent shall be conclusive. Whether the Lessee furnishes the Lessor the foregoing or not, the Lessee hereby agrees to hold the Lessor and its respective agents and employees harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations or additions. Any mechanic's lien filed against the Leased Premises, or the NCAC of which the same form a part, for work claimed to have been furnished to the Lessee shall be discharged of record by the Lessee within ten (10) days thereafter, at the Lessee's expense. Upon completing any alterations or additions or at the request of the Lessor, the Lessee shall furnish the Lessor with contractors' affidavits and full and final waivers of lien and use. All alterations and additions shall comply with all insurance requirements and with all ordinances, regulations, laws and other requirements of any pertinent governmental authority. All alterations

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and additions shall be constructed in a good and workmanlike manner and good grades of materials shall be used.

All additions, decorations, fixtures, hardware, non-grade fixtures and all improvements, temporary or permanent, in or upon the Leased Premises, whether placed there by the Lessee or by the Lessor, shall, unless the Lessor requests their removal, become the Lessor's property and shall remain upon the Leased Premises at the termination of this Lease by lapse of time or otherwise without compensation or allowance or credit to the Lessee. If, upon the Lessor's request, the Lessee does not remove said additions, decorations, fixtures, hardware non-grade fixtures and improvements, the Lessor may remove the same and the Lessee shall pay the cost of such removal to the Lessor upon demand.

8. LESSEE NOT TO MISUSE, SUBLET, ASSIGN. a. Lessee will not allow said Leased Premises to be used for any purpose other than that specified in Appendix A and only for Lessee's activities for the Leased Premises. Lessee will not allow said Premises to be occupied in whole or in part by any other person for reasons not approved in writing in advance by the Director of Parks/Forestry & Recreation or designee and will not assign or sublet the same nor any part thereof, nor lend, transfer, reproduce or give out keys for any door other than those provided by the Lessor without the prior written consent of the Director of Parks/Forestry & Recreation or designee. No locks or similar devices, other than those provided by the Lessor, shall be attached to any door.
- b. This Lease may not be assigned by either party without the prior written consent of the other;
- c. This Lease shall be construed and interpreted under and in accordance with laws of the State of Illinois; and
- d. This Lease shall constitute the entire understanding of the parties hereto, superseding any and all prior agreements, whether written or oral.
- e. Lessee shall not co-produce, sponsor, or co-present additional programs, whether or not they generate revenue.
- f. Lessee understands and agrees the Leased Premises are public property and that all activities and productions must be consistent with this public status. Slanderous, libelous, obscene, unlawful, hazardous actions are prohibited. Any violation of this provision may, at the Lessor's option, be a material breach of the lease. See Appendix C.
- g. Lessee shall not permit any, alteration, renovation, installation, or additions to any part of Leased Premises or in the public areas of the NCAC except by the prior written consent of the Director of Parks/Forestry & Recreation or designee. The cost of all such alterations and additions to said premises shall be borne by Lessee, and shall be performed in accordance with all applicable legislation and may require Lessee to provide Lessor in advance of such work with insurance in type, form and amount satisfactory to Lessor. Fixtures shall remain for the benefit of Lessor unless Lessor determines otherwise prior to installation, and notifies Lessee in writing of said determination. Improvements made by the Lessee to the studio are fixtures if they require removal and/or replacement of an existing fixture, installations into or on the foundation, walls, ceiling, floors and windows.

LESSEE

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9. TERMINATION. a. Any party hereto may terminate this lease upon written notice to the other party hereto, said notice to be delivered not less than ninety (90) days prior to the first day of the month of the contemplated termination. See Appendix F.

b. Lessor may terminate this Lease for cause. "Cause" is a material breach of the Lease which in Lessor's sole judgment is inimical to the public interest, including, but not limited to failure to pay rent, to provide all required insurance and indemnity performances and actions inconsistent with the public ownership of the Leased Premises and actions which create or may create a hazard to the public health, welfare and safety. Lessor will provide Lessee an opportunity to cure any default. Cure period may be up to 30 days; however, a method and schedule to cure must be provided to the Director of Parks/Forestry & Recreation in writing within 24 hours of Lessor's notification to the Lessee. Lessee understands that there is no entitlement to a 30-day cure period. If Lessee has, in Lessor's judgment made substantial progress toward effecting a complete cure, then Lessor may grant an additional cure period, of no more than 15 days. Thereafter, if the cure is not effected, Lessor may terminate this Lease with 30 days notice to Lessee unless the "cause" is as aforescribed hazard to the public, in which case Lessor may terminate the Lease with five (5) days notice.

c. Notwithstanding anything to the contrary elsewhere in this document, if Lessee fails to maintain all insurance as required by this Lease, Lessee shall, upon written notice from Lessor, cease all operations immediately and shall have no access whatsoever to its Leased premises. Lessor shall have no liability to Lessee for any claim of lost profits, revenues or lost opportunities. Lessor may, but is not obligated to, give Lessee an opportunity to comply with the insurance requirements of this Lease. In such event, Lessor reserves the right to increase required policy limits and/or to require Lessee to purchase additional types of insurance if doing so is in the interests of the public welfare. Any cure period Lessor gives regarding insurance may be given in increments of one business day. Any cure period given does not obligate Lessor to give additional cure period(s). Lessor shall have the option of declaring the Lessee in default for failure to comply with the insurance requirements of this Lease. In the event Lessee fails to provide satisfactory evidence of insurance and Lessor has denied access, Lessee is still liable for rent of the Leased Premises and other charges as assessed.

10. NON-RENEWAL. Notwithstanding the provision of paragraph 10 of this lease, Lessor may decline to renew any lease, upon 21 days written notice to the Lessee or sooner, in the event, in Lessor's sole determination, Lessee's use creates a hazard to the public health, welfare, or safety. Lessee shall be afforded the opportunity to cure defects and/or hazards prior to non-renewal or termination of lease upon written request by Lessee and with written approval by the Director of Parks/Forestry & Recreation or designee, and at Lessee's own expense. Defects must be cured to Lessor's satisfaction in the time specified by Lessor. Lessee's failure to provide and maintain insurance required hereunder shall be presumed to create a hazard to the public health, welfare, and safety. Such failure shall be cause

LESSEE

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for Lessor to require Lessee to cease all activities at the leased premises immediately upon written notice to do so by Lessor.

11. COMMUNITY SERVICE. Lessee hereby covenants and agrees to perform during the term of this lease the Cultural Community Service activity set forth in Appendix E. Community Service is as approved in advance by Lessor and calculated at 15% over and beyond the annual rent as detailed on page one (1) of this lease.
12. INSURANCE LIABILITY PROVISIONS. a. Comprehensive General Liability Policy. Lessee shall, during the entire term hereof, keep in full force and effect a Comprehensive General Liability policy with respect to the leased premises, and the business operated by the lessee and any subtenants of the lessee in the leased premises in which bodily injury limits and property damage limits shall be as set forth in Appendix G to this Lease. Lessee shall also insure the following indemnity provisions and such agreement shall be clearly recited in the Insurance Policy:

Lessee covenants and agrees that it will protect and save and keep owner/lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of applicable laws or ordinances, including, but not limited to, violations of the ADA, or for any penalty or damages imposed as a result of accidents or other occurrences, relating to Lessee's use of the leased premises or the Noyes Center whether occasioned by neglect of lessee or those holding under Lessee, and including, but not limited to issues arising or alleged to have arisen out of failure to comply with the ADA. The Lessee shall indemnify, protect and save harmless the City of Evanston, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patents' claims, suits, costs and expenses that may in anywise accrue against the City in consequence of the granting of this lease or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through the negligent act or omission of the Lessee or his employees, if any, and the Lessee shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any shall be rendered against the City in any such act, the Lessee shall, at his own expense, satisfy and discharge same.

In the event of any conflict between the language of the insurance policy(s) and the above-recited indemnity provisions, the indemnity provision shall govern.

b) Certificate of Insurance. Lessee and any Sublessees shall furnish the original Certificate of Insurance to the Director of Parks/Forestry & Recreation or designee. The Certificate of Insurance must run concurrent with this Lease, with coverage dates being 3/1/05 through 2/28/06, and, in the event of a second and third term of this lease, 3/1/06 through 2/28/07 and 3/1/07 through 2/28/08. The Certificate must name the Lessor/Owner as an additional insured with an insurance company acceptable to the Lessor and it shall be the responsibility of the Lessee to furnish the Director of Parks/Forestry & Recreation or designee with updated, original

LESSEE

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Certificates of Insurance covering the current lease term. The City of Evanston must be named as the Certificate Holder. Updated Certificates must be received not later than the current Certificate expiration date of 2/29/04 or 2/28/05. Lessee and Sublessee shall furnish, where requested, a certified copy of the policy to the Lessor. Lessee will instruct the Insurance company to notify Lessor of any changes or cancellation of Policy. The Policy will provide, in the event the insurance should be changed or cancelled, such cancellation shall not be effective until thirty (30) days after the Lessor has received written notice from the insurance company(s). An insurance company having less than an A plus Policyholder's Rating established by the Alfred M. Best Company will not be acceptable.

All Lessees must provide evidence satisfactory to the City of Evanston of compliance with the insurance requirements of this Lease before or at the signing of a new Lease and before renewing a Lease.

13. ADDITIONAL INSURANCE. Lessor reserves the right to require additional insurance from Lessee and any Sublessees because of any increased risk, improvements made by Lessee or any Sublessees or liability not satisfactorily covered, in Lessor's sole opinion, by the above insurance requirements, and lessee agrees to promptly provide same.
14. AMERICANS WITH DISABILITIES ACT (ADA). All Noyes Resident Artist classes, programs and activities are subject to all applicable laws regarding non-discrimination, including the ADA. ADA prohibits discrimination on the basis of disability. Reasonable accommodations must be made in all NCAC activities and services to enable participation by an individual with a disability. Compliance with the ADA in respect to Lessee/Sublessee's activities is the responsibility of Lessee/Sublessee.
15. NON-LIABILITY OF LESSOR. Lessor will neither be liable for any damage nor loss of revenue occasioned by failure to keep the building in repair, or for lights and fuses and any problems associated with electrical malfunctions, nor if the heat is not operating properly, nor for any damage or loss of revenue caused or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewage of the bursting, leaking or running of any pipes, tank, or plumbing fixtures, in, above, upon or about the building, nor for any damage or loss of revenue caused or occasioned by water, snow or ice being upon or coming through the roof, skylights, trap or neglect of any owners or occupants of adjacent or contiguous property, or by public or private nuisances, regardless of cause or sources.
16. FIRE/CASUALTY. If a substantial portion of the Leased Premises or the NCAC is made untenable by fire or other casualty, Lessor may elect to:

A 1. Provide available comparable space within the Noyes Center, or repair premises within sixty (60) days. If Lessor elects the repair option but fails to repair the premises within sixty (60) days, or upon the destruction of premises by fire, the term of this lease hereby created shall cease as of the date of the casualty. All outstanding debts accruing to Lessor from Lessee prior to date of casualty whether invoiced prior to casualty or not must be paid to Lessor.

LESSEE

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2. To terminate this Lease as of the date of the fire or casualty by notice to the Lessee within sixty (60) days after that date, or

3. Proceed with all due diligence to repair, restore or rehabilitate the NCAC or the Leased Premises at Lessor's expense, in which latter event this Lease shall not terminate.

4. In the event the Lease is not terminated pursuant to these provisions, rent shall abate on a per diem basis during the period of untenability. In the event of the termination of this Lease pursuant to this section, rent shall be apportioned on a per diem basis and paid to the date of the fire or other casualty. In the event that the NCAC or the Leased Premises are partially damaged by fire or other casualty but a substantial portion of the NCAC or the Leased Premises are not made untenability, then Lessor shall proceed as promptly as it can under the circumstances to repair and restore the Leased Premises or the NCAC and the rent shall abate in proportion to the nonusability of the Leased Premises during the period of untenability. If an insubstantial portion to the Leased Premises is made untenable, Lessor shall have the right to terminate this Lease as of the date of the fire or other casualty by giving written notice thereof to Lessee within sixty (60) days after the date of fire or other casualty, in which event the rent shall be apportioned on a per diem basis and paid to the date of such fire or other casualty.

5. If the Leased Premises or the NCAC are made untenable or not useable for the purposes allowed in this Lease the security deposit will be refunded to Lessee if and as a result of war, terrorism, insurrection, civil commotion, riots, acts of God or the enemy, governmental action, strikes, lockouts or picketing, such condition continues for a period of one week, then Lessee shall have the right to terminate this Lease retroactively as of the date of the untenability or unusable condition, by giving the Lessor written notice and vacating the Leased Premises immediately. Such right to terminate shall be Lessee's sole remedy and under no circumstances shall Lessor have any liability for damages of any nature whatsoever, including, without limitation, business interruption, incidental or consequential.

B. Lessee shall have no recourse for any type of compensation, damages, reimbursement, costs, or insurance proceeds whatsoever against Lessor for any artwork or other property of any type which was lost or damaged by fire or other casualty, or for any artwork or other property of any type which remains in the leased premises or in or on any location owned or operated by Lessor after lease termination or non renewal.

17. OCCUPATIONAL HEALTH AND SAFETY ACT. (OSHA). Lessee covenants and agrees that the use of any power tools, chemicals, or other harmful or potentially harmful products, devices, or materials on the Leased Premises by Lessee, its agents, employees, students, or any individuals under the care, control or tutelage of Lessee shall be governed by the Occupational Health and Safety Act of 1980 as now or hereafter amended.

LESSEE

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18. SECURITY DEPOSIT. Lessee agrees to deposit with Lessor a sum equal to one month's rent upon the execution of this Lease, as security for the full and faithful performance by Lessee of each and every term, provision, covenant, and condition of this Lease. If Lessee defaults in respect to any of the terms, provisions, covenants and conditions of this Lease including, but not limited to, payment of the rent, Lessor may use, apply, or retain the whole or any part of the security deposited for the payment of any such rent in default, or for any other sum which the Lessor may expend or be required to expend by reason of Lessee's default including, without limitation, any damages or deficiency in the reletting of the Leased Premises whether such damages or deficiency shall have accrued before or after any re-entry by Lessor. If any of the security shall be so used, applied or retained by Lessor at any time or from time to time, Lessee shall promptly, in each such instance, upon rendition of an invoice and/or on written demand therefore by Lessor, pay to Lessor such additional sum as may be necessary to restore the security to the original amount set forth in the first sentence of this paragraph. Except as otherwise required by law, Lessee shall not be entitled to any interest on the aforesaid security. In the absence of evidence satisfactory to Lessor of an assignment of the right to receive the security or the remaining balance thereof, Lessor may return the security to the original Lessee, regardless of one or more assignments of this Lease. Upon the transfer of Lessor's interest under this Lease, Lessor's obligation to Lessee with respect to the security deposit shall terminate upon assumption of such obligation by the transferee.
19. ATTORNEY'S FEES. Lessee shall pay and discharge all costs, attorney fees and expenses that shall be made and incurred by Lessor in enforcing the agreements of this lease and all the parties to this lease agree that the agreements herein contained shall be binding upon, apply, and inure to their respective successors and assigns.
20. LIENS. Lessee shall not permit any lien or claim for lien of any mechanic, laborer or supplier or any other lien to be filed against the NCAC, the Property, the Leased Premises, or any part thereof arising out of work performed or alleged to have been performed by, or at the direction of, or on behalf of Lessee. If any such lien or claim for lien is filed, Lessee immediately either shall have such lien or claim for lien released of record or, if Lessee desires to contest the amount or validity thereof, shall deliver to Lessor a bond in form, content, amount and issued by a surety, satisfactory to Lessor, indemnifying Lessor and others designated by Lessor against all costs and liabilities resulting from such lien or claim for lien and the foreclosure or attempted foreclosure thereof. If Lessee fails to have such lien or claim for lien so released or to deliver such bond to Lessor, Lessor, without investigating the validity of such lien, may pay or discharge the same and Lessee shall reimburse Lessor upon rendition of an invoice for the amount so paid by Lessor, including Lessor's expenses and attorneys' fees.
21. PARTIES. The City, as Lessor and Lessee(s) hereto understand and agree that where two or more persons have executed this lease as Lessee, the word "Lessee" shall be construed to refer to and encompass all such persons and all Lessees and Sublessees signing this lease shall be jointly and severally liable for the entire rent and for the

performance of all other covenants herein. Where necessary to effectuate the purpose of this lease, "Lessee" shall be read as "Lessees," "tenant," "co-lessee" or "Sublessees"; "its" shall be read as "his/her/their." Where a joint lease has been approved, and when one or more Lessees terminate this lease (with the required ninety (90) days' notice as outlined in paragraph 10, the remaining Lessee named as Lessee of this lease (not Sublessee) see Appendix F will automatically assume full compliance of this lease effective on the termination date of the terminating party, and continuing throughout the current lease period.

22. LESSOR'S ACCESS TO LEASED PREMISES. a. Lessor shall have the right to retain a set of keys to the Leased Premises, and Lessee shall not change any locks without Lessor's prior written authorization, and without providing Lessor with keys for such new locks. The Lessee shall permit the Lessor to erect, use and maintain pipes, ducts, wiring and conduits in and through the Leased Premises. The Lessor or Lessor's agents shall have the right to enter upon the Leased Premises with 24 hours prior written notice or without notice in case of an emergency, to control heat, electricity and air conditioning, to inspect the same, and to make such decorations, repairs, alterations, improvements or additions to the Leased Premises or the NCAC as the Lessor may deem necessary or desirable, and the Lessor shall be allowed to take all material into and upon Leased Premises that may be required therefore without the same constituting an eviction of the Lessee in whole or in part and the rent reserved shall in no wise abate while said decorations, repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of the Lessee, or otherwise. If the Lessee shall not be personally present to open and permit an entry into Leased Premises, at any time, when for any reason an entry therein shall be necessary or permissible, the Lessor or Lessor's agents may enter the same by using the key, or may forcibly enter the same, without rendering the Lessor or such agents liable therefore (if during such entry Lessor or Lessor's agents shall accord reasonable care to Lessee's property), and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon the Lessor any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the NCAC or any part thereof, other than as herein provided. The Lessor shall also have the right at any time without the same constituting an actual or constructive eviction and without incurring any liability to the Lessee therefore, to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, stairs, toilets or public parts of the NCAC, and to close entrances, doors, corridors or other facilities. The Lessor shall not be liable to the Lessee for any expense, injury, loss or damage resulting from work done by persons other than Lessor in or upon, or the use of, any adjacent or nearby building, land, street, or alley.
23. NOTICES. All notices, requests, demands and other communications which are required or permitted to be given under this Lease shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5<sup>th</sup>) day after mailing if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Faxed communications are a

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convenience to the parties, and not a substitute for personal or mailed delivery.

a) if the City, to:                    Director of Parks, Recreation & Forestry  
   City of Evanston  
   2100 Ridge Avenue  
   Evanston, Illinois 60201  
   Fax (847) 448-8051  
   Phone (847) 866-2914

with a copy to:                        Law Department  
   City of Evanston  
   2100 Ridge Avenue  
   Evanston, Illinois 60201  
   Fax (847) 448-8093  
   Phone (847) 866-2937

b) if the Lessee, at the address first above written.

LESSEE

DATE

24. RIDERS. All riders attached to this Lease and initialed by the lessor and the Lessee are hereby made a part of this Lease.

25. MISCELLANEOUS

- a. Applicable Law. Lessee agrees to observe all applicable legislation and regulations in its tenancy and use of the Leased Premises. The law of Illinois, including its conflicts of law provisions, shall apply to interpretation and enforcement of this Lease.
- b. Litigation. In the event of litigation or claims(s) against the City arising out of this Lease by anyone other than the Lessee, the Lessee shall cooperate fully with the City. In the event of litigation between the parties to this lease, the parties waive trial by jury. Venue shall be within Cook County, Illinois.
- c. Severability. In the event any provision(s) of this Lease are found by a court of competent jurisdiction to be in violation of applicable law, provision(s) unaffected thereby shall be in effect.

26. AMENDMENTS. This Lease may not be modified or amended except in writing signed by both parties hereto

IN WITNESS WHEREOF, the parties have executed this lease on the \_\_\_\_\_ day of \_\_\_\_\_, 2005 \_\_\_\_\_.

Signatures:

ATTEST: \_\_\_\_\_

LESSOR: \_\_\_\_\_

By

ATTEST: \_\_\_\_\_

LESSEE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

SUBLESSEE: \_\_\_\_\_

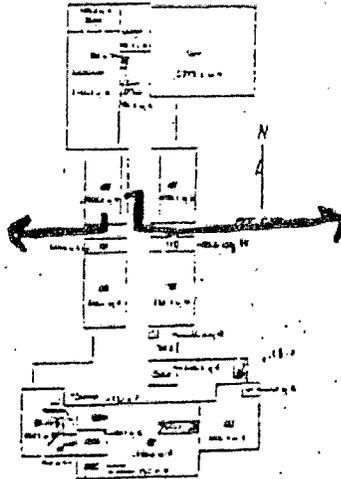
LESSEE

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APPENDIX A

FLOOR PLAN

Marcy & Bob Brower



NOTE: Area marked in red on the floor plan above represents the path(s) to use during evacuation of the building in case of fire or fire alarm. See Appendix C, #18.

Shaded areas on the floor plan(s) above represent space(s) Lessor has agreed to lease to Lessee, to be used for: Marcy offers Acrylic painting. Bob offers Stone sculpture.

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and reasonable related activities of Lessee with prior written approval by the Director of Parks/Forestry & Recreation or designee.

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APPENDIX B

COMMUNITY SERVICE REQUIREMENTS  
FOR  
8/1/07 through 2/29/08 (term 3)

Bob & Marcy Brower - Studio #109

REQUIRED AMOUNT: \$238.21

TOTAL APPROVED: \$985.00

Bob Brower will teach a class of Evanston Title 1, 5<sup>th</sup> or 6<sup>th</sup> graders in sculpting. Estimated cost is \$385.00.

Marcy Brower will offer construction of twig, yarn and bead stabilizers where Evanston Title 1 school children learn how to use composition, color and imagination. Estimated cost is \$600.00.

COMMUNITY SERVICE. Community Service activities written above must take place between 3/1/07 and 1/1/08. Community Service Proposals for the Lease period 3/1/08 through 2/28/09 must be submitted in writing to the Director of Parks/Forestry & Recreation or designee by December 1st, 2007. All Community Service Proposals for each upcoming term must be submitted by December 1<sup>st</sup> of each year, and must be renegotiated and approved in advance of any lease term.

In the event the Lessee does not satisfactorily perform said Cultural Community Service, as outlined above during the term of the lease, the Lessee shall pay Lessor a prorated sum based on the value of the outstanding requirement that shall not exceed 15% of the total annual rent. Said prorated sum will be billed to Lessee. Community Service Activity Report forms must be submitted to the Director of Parks/Forestry & Recreation or designee no later than ten (10) days after the completion of the approved Community Service activity. Subsequent renewal of this lease shall be conditioned upon the completion of said Community Service in a manner satisfactory and acceptable to the Lessor and any other conditions as established by the Lessor and communicated in writing to Lessee.

In the event fewer than all Co-Lessees terminate this Lease, upon request of the remaining Lessee, or Lessor, the Director of Parks/Forestry & Recreation or designee can require the terminating Lessee to perform its obligated Community Service requirements prior to the termination date. If the terminating Lessee does not perform its obligated Community Service requirements prior to Lease termination, the terminating Lessee will be billed, and must pay prior to termination, the sum of the unperformed community service obligation and any other charges accrued to Lessee or accrued by Lessor as a result of unperformed obligations.

Lessee

Date

\_\_\_\_\_

\_\_\_\_\_

APPENDIX C

GENERAL RULES AND REGULATIONS

CONDITIONS: Lessee and its staff, students, visitors, and patrons agree to follow and obey the General Rules and Regulations of the Noyes Cultural Arts Center (NCAC). Said Rules and Regulations are listed below and subject to modification as distributed and/or posted.

1. REQUIRED USAGE. Each Lessee/Sublessee/co-lessee is required to use the leased premises a minimum of 25 hours weekly. Under use of the leased space may result in termination of this lease.
  
2. SURCHARGE.
  - a. All non-Evanston Residents (individuals only) are assessed a 20% surcharge on rent. The 20% surcharge will not be applicable to non-Evanston resident Sublessees if the Lessee (individuals only) is an Evanston resident. The 20% surcharge is applicable to a non-Evanston resident Sublessee only if and when the Sublessee assumes the remainder of the entire lease or a co-lease, or upon lease termination by Lessee or Lessor. In order for an Organization to be exempt from incurring a 20% surcharge, its principal place of business must be in Evanston. Organizations must attach Articles of Incorporation to this lease.
  
  - b. Monthly rental charges assessed to Sublessees will not be in excess of one-half the rent charged Lessee by Lessor. A written sublease agreement between Lessee and Sublessee must be given to Lessor covering the lease terms prior to Sublessee's use of space. The sublease agreement must include the payment schedule and the dollar amount paid by Sublessee to Lessee. Community service obligations assessed to Sublessee are in addition to the full obligation assessed to Lessee. Therefore, the community service obligations assessed to Lessee will not decrease as a result of a sublease.
  
3. RESIDENT. For purposes of this lease, an individual is a "resident" of Evanston if his/her current driver's license and voters registration cards show an Evanston address. Parties must notify the Director of Parks/Forestry & Recreation or designee in writing within ten (10) days of any address change. Upon request of the Director of Parks/Forestry & Recreation or designee anytime, Lessee must promptly present a current driver's license, voter's registration card, utility bill and any other proof of residency required by the Lessor. Failure to submit notification of a non-Evanston residency will result in a retroactive assessment to include applicable late fees for each month or portion of any month for which a non-Evanston residency was established.

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General Rules  
Page Two

4. NOYES CENTER NOTICES AND SIGNAGE. Lessees wishing to have banners hung, notices displayed, or other material displayed on poles or in the public areas of the grounds including Tallmadge Park and all public area activities announcement bulletin boards, doors or walls must obtain prior written approval from the Director of Parks/Forestry & Recreation or designee before having material(s) hung or displayed. The City's Fire Ordinance Title 4, Chapter 12 or the City code and the Recreation Department's Banner Policy govern the activities listed.
5. SMOKING. Smoking is prohibited in or within 25 feet from the entrance of the NCAC by the City Code. The code is strictly enforced. Violations are punishable by fines up to and including \$750.00 and may constitute a breach of this lease resulting in termination.
6. The consumption of alcohol in the NCAC is permitted, pursuant to a Class X liquor license, under Section 3-5-6 of the City Code of the City of Evanston, 1979, as amended. The Lessee must apply for and receive such license prior to the service of beer and wine. Lessee understands that there is no right to issuance of any liquor license. Such special one-day licenses, if issued, is subject to the following conditions:
  - a. The license shall authorize the consumption of beer and wine only.
  - b. The service of beer and wine shall only take place from ten o'clock (10:00) a.m. to ten-thirty o'clock (10:30) p.m. (Sunday through Thursday) and from ten o'clock (10:00) a.m. to twelve o'clock (12:00) midnight (Friday and Saturday), provided also that food is made available during those hours.
  - c. The license shall be issued to and valid only for the "service premises" described with particularity in the license. A license to use a particular "service premises" is not a license to use any other portion of the Leased Premises or the NCAC.
  - d. the application, which shall be submitted no later than twenty-one (21) days prior to the date of the service date sought, shall be submitted on a form obtained from the Staff to the Liquor Commission located in the Budget Office of the Civic Center. The required info includes, but is not limited to:
    - The name of the applicant, address, and phone number.
    - The "service premises" for which the license is applicable, a description of the approximate area of the service premises.

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- The hours of operation of the event, the service date, the address, completion of a signed rental agreement, security deposit, and approval of the Director of Parks Forestry & Recreation Department of his/her designee.
- The name, telephone number, and address of the person who is responsible for conducting the event, and who will be on the premises during the actual event. Such person/s must be at least twenty-one (21) years of age.
- A statement that the applicant will provide security for the event, if and as required by the City. A statement that: If I (we) am (are) granted this special liquor license, I (we) specifically recognize and agree that the Mayor or the City Council may revoke this license at any time at the absolute discretion of the Mayor and City Council, and upon acceptance of this special liquor license, the holder specifically acknowledges the special privilege of obtaining this type of license and consents to all requirements, including the requirement of immediate forfeiture without reason.
- Signature of applicant.
- A copy of a certificate of liquor liability insurance and such other insurance as may be provide for in the Ordinance, naming the City as additional insured.

Applications for special one-day Class (X) 1 liquor licenses shall be submitted to the Liquor Control Commissioner shall have the authority to grant or refuse to grant all special one-day liquor licenses. No more than one (1) such license shall be granted per any facility per day. Notwithstanding the Class X liquor license, the possession and consumption of alcohol in the Noyes Cultural Arts Center are prohibited by City Code. The code is strictly enforced. Violations are punishable by fines up to and including \$750.00 and may constitute a breach of this lease resulting in termination. In the event Section 3-5-6(x) or other applicable provisions of the Liquor Ordinance are inconsistent with this lease, the Ordinance shall control.

7. ACCIDENTS & POLICE REPORTS. a. Any incident/accident occurring to anyone at the NCAC whether medical attention is received or not given, while attending an activity under the direction of Lessee and/or staff member of Lessee, or pre approved user by the Lessor whether occurring in a lessee's studio space, Community Use Rental space or public area of the NCAC, must be reported on an Accident Report form obtained at the administrative office of the NCAC. Such reports are to be submitted to the Director of Parks/Forestry & Recreation or designee no later than 5pm the next City of Evanston business day or sooner

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following the accident

b. Lessee is responsible for reporting to the Director of Parks/Forestry & Recreation or designee no later than the next City business day all incidents under the direction of Lessee and/or staff member of Lessee, occurring at the NCAC and/or on the NCAC grounds (Tallmadge Park adjacent to the NCAC) which result in a Police Report being made by the Evanston Police Department. Upon completing the Police Report, obtain from the Reporting Officer a card bearing the case number. Lessee will obtain a copy of the Police Report, and submit it to the Director of Parks Forestry & Recreation or designee not later than 5pm the next City of Evanston business day or sooner after the Police Report is available.

8. OBSTRUCTIONS. Lessee will not use, or store at any time, any belongings in any non leased space, or public areas of the NCAC without prior written consent of the Director of Parks/Forestry & Recreation or designee, or in any leased or non-leased space in violation of City of Evanston Fire Prevention Code F-601.1 "Obstructions," as it may be subsequently amended: "A person shall not at any time place an encumbrance of any kind before or upon any fire escape, balcony or ladder intended as a means of escape from fire. The means of egress from each part of the building, including stairways, egress doors and any panic hardware installed thereon, aisles, corridors, passageways and similar elements of the means of egress, shall at all times be maintained in a safe condition and shall be available for immediate use and free of all obstructions." Failure to observe the provisions of this paragraph may subject the lessee to a fine of up to \$750.00 per day/per violation and/or to non-renewal of this lease.

b. Lessee will not display its furnishings in any non-leased space without prior written approval of the Director of Parks/Forestry & Recreation or designee, and will not allow its staff, students, patrons or participants to conduct any practice event or events related to Lessee's activities in the public areas of the NCAC. Failure to comply with this provision may result in the City's refusal to renew this lease for a second and/or third term.

9. NONINTERFERENCE/TENANTS. Lessee covenants and agrees that Lessee will exercise all due caution and control to prevent any interference on the part of Lessee, its agents, employees, students, or other individuals under the care, control or influence of Lessee, with the practice of art by other tenants in the NCAC building. Lessee recognizes that, due to the use of the building wherein the leased premises are located as a cultural art center, an extraordinary amount

of patience and consideration must necessarily be exercised by all parties to promote the creation of art.

10. TIME OF USE. The NCAC building will be locked at all times when not open in accordance with the schedule posted in this lease. See Appendix E. Access to the building by Lessee, its employees, agents, guests, students, or any other individual who shall seek access to the building by nature of their relationship with Lessee, shall be limited to the hours designated by the Lessor for the NCAC's building's use. Exceptions to this provision may be made in extraordinary circumstances where Lessee applies in writing, in advance to Director of Parks/Forestry & Recreation or designee.
  
11. SECURITY DEPOSIT. a. Lessee, at no time during the term of this lease shall be allowed to apply any part of said Security Deposit toward payment of any monies owed under this lease or in connection with this lease.  
  
b. If Lessee fails to make repairs or redecorate as specified in Paragraph 5 of the lease, the security deposit shall remain for benefit of Lessor and will be applied toward the Lessee's unfulfilled obligations. Lessee will be billed additional costs over and beyond the amount of security deposit on file associated with returning the leased space to its original condition to include but not limited to Lessor's/Owner's staff time and materials. Upon Lessee's early termination of the lease and/or in violation of the notice requirements of Paragraph 10 of the lease, all Security Deposits will be forfeited by Lessee. In the event any part of the Security Deposit is applied during the lease term by Lessor for breach of any provision of the Lease, Lessee shall, upon rendition of an invoice by Lessor, deposit with Lessor an additional sum equal to one month's rent as additional security for the performance of all covenants and agreements of Lessee hereunder, including Community Service (see Appendix B.) Said invoice to be paid by Lessee not later than the due date as specified in the invoice. Lessor will bill Lessee for any unfulfilled Community Service obligations specified in this lease unless Lessee secures an alternate community service activity, approved in writing, in advance by the Director of Parks/Forestry & Recreation or designee, and performs the Community Service at an alternative agreed upon time with Lessor or as agreed upon prior to the end of this lease term. The Security Deposit will be returned to Lessee within 45 days of lease termination if money is due to Lessee and/or 45 days after Lessee fulfills lease obligations as applicable.
  
12. ACCESS AND KEYS. a. If access is to be gained to Lessee's studio(s) by individuals other than the Lessee, the Lessee is required to submit an "Access Form" available at the office, authorizing that individual

access. Lessee will forever hold Lessor/Owner harmless for any actions and/or omissions of individuals, and for any damage to, or loss of, contents of Lessee's studio(s), mail or mailboxes.

b. Keys are always the property of the City of Evanston/Lessor. Lessee will receive two keys free of charge affording access to only the particular areas leased hereunder. See lease provision 8. The Lessor prohibits the reproduction of keys. Lessee and those holding keys under Lessee will not reproduce keys. The office of the Center will maintain records of all keys issued and returned. Keys will only be ordered and issued when the office receives a written request from the Lessee or by those names listed on Lessee's prior written authorization. The Lessee or its authorized agent will receive notification when keys are ready to be picked up. Only the individual receiving the key(s) can sign for that key(s). There will be a \$3.00 charge per key for all keys except in cases where the Lessor incurs a charge more than \$3.00 per key to reproduce. Payment(s) for keys must occur at the time the individual receives the key(s). Upon lease termination date, in compliance with Paragraph 4, Lessee will pay any cost relating to the lock/core repair or replacement if Lessor requests this change or if all keys issued under Lessee's or Lessees' designees authorization are not returned or anytime during this lease if the Director of Parks/Forestry & Recreation or designee, determines that any such replacement is necessary. No part of Lessees' Security Deposit will be returned until all property of the City of Evanston has been returned and all obligations are fulfilled in accordance with the provisions recited in this lease.

13. STORAGE, DANGEROUS MATERIALS. a. It shall be unlawful and shall constitute grounds for immediate termination of this lease if Lessee engages in any activity involving the handling, storage, or use of materials or substances which are flammable or of materials, substances, or devices which are hazardous, as defined in section F2302.0 of the BOCA National Fire Prevention Code of 1993, or to maintain, store, or use any such flammable or hazardous materials or to conduct processes producing such flammable or hazardous conditions, except with the prior written request and prior written approval of the Director of Parks/Forestry & Recreation or designee, and the Evanston Fire Department and in accordance with all applicable legislation. The code is strictly enforced., Violations are punishable by fines up to and including \$750.00 and may constitute a breach of this lease resulting in termination.

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2. Lessee will not use or permit the use or storage on the premises of materials for which ventilation is required for safe usage without the prior written consent of Lessor or the Director of Parks/Forestry & Recreation or designee. Lessee will store all potentially dangerous and/or flammable materials in a fireproof cabinet(s) and/or fireproof container(s) at all times when not in use. The decision of the Lessor, or Director of Parks/Forestry & Recreation or designee with reference to the nature of the materials and its safe usage shall be conclusive. The Director of Parks/Forestry & Recreation or designee and/or Fire Department officials will perform unannounced periodic Fire/Safety inspections in all leased spaces for compliance. All Lessees must grant access for same. The code is strictly enforced. Violations are punishable by fines up to and including \$750.00 and may constitute a breach of this lease resulting in termination.

14. DISPOSAL OF REFUSE

It is the responsibility of the Lessee to discard its own refuse into the exterior dumpster that does not fit in a standard 20" X 15" trash receptacle. The City of Evanston is not equipped to and does not pick up construction debris to include drywall or cement. However as a courtesy to Lessee, the City will allow Lessee to discard its refuse specified in this paragraph. The City reserves the right to not provide this service at any time during this Lease. Lessee will observe the following guidelines:

All refuse must be bagged to prevent blowing or scattering. At no time will Lessee discard refuse in the City dumpsters causing the dumpster to total over 500 lbs. per refuse pick-up by the City. The City will accept scrap metal. All scrap metal is to be placed neatly inside the dumpster area. Scrap metal and bulk pick ups are by appointment and are not collected by the regular crew. It is the Lessee's responsibility to notify Streets & Sanitation at (847) 866-2940 to pick up any refuse that is placed outside the dumpster. The weight of the scrap metal will not be added to the refuse weight placed in the dumpsters. All items including wood to be discarded must be broken up into sizes not to exceed 2'x2'x2'.

At no time will Lessee be permitted to discard any bulk wood (tree branches, tree stumps, larger than 3 inches in diameter) or hazardous waste to include: gas, oil, asbestos, medical waste, car parts, tires, aerosol paints, antifreeze, cleaning products, drain cleaners, fluorescent lamp bulbs, hobby chemicals, oil-based paints, household batteries, insecticides, lawn chemicals, old gasoline, paint thinners, pool chemicals, pesticides, solvents, used motor oil and herbicides, latex paints, agricultural wastes, farm machinery oil, explosives, fire extinguishers, fireworks, lead acid batteries propane tanks, smoke detectors, farm machinery oil, institutional wastes, and

business/commercial sector wastes. Hazardous waste collection sites around Chicago land provided by the Illinois Environmental Protection Agency (IEPA) include: Naperville, IL. Fire Station #4, 1971 Brookdale Rd. and Rockford, IL. Rock River Reclamation District, 333 Kishwaukee (815) 967-6737.

15. SPACE HEATERS. Lessee shall abide by the manufacturer's safety information before using a space heater. Heaters shall have the UL, FM or other testing agency label. Space heaters shall have tip-over protection; audible alarm or automatic shut off. Do not leave the heater unattended. Space heaters shall have safety features if the device overheats. In addition, space heaters will not be used in conjunction with extension cords. When operating, space heaters must have at least three feet of clear, unobstructed space in all directions. The code is strictly enforced. Violations are punishable by fines up to and including \$750.00 and may constitute a breach of this lease resulting in termination.
16. COMBUSTIBLES. All combustibles are to be kept a minimum of three feet away from electrical equipment. All combustible and flammable materials shall be stored in accordance with Fire Code. It is the responsibility of the Lessee to provide the appropriate storage cabinets. The code is strictly enforced. Violations are punishable by fines up to and including \$750.00 and may constitute a breach of this lease resulting in termination.
17. EXTENSION CORDS. Extension cords are permitted as long as acceptable load limits are not exceeded. "Fire Prevention Code Section F-310.5 Extension Cords: Extension cords and flexible cords shall not be a substitute for permanent wiring." If space heaters are continued to be used, permanent wiring shall be installed. Surge protectors can be used only in relationship to operate office computer related equipment.
18. FIRE EVACUATION PLAN. It will be the Lessee's responsibility to post in its studios a copy of the fire evacuation plan and to inform its studio users of the evacuation plan. When the Fire Alarm sounds, whether it is a fire, false alarm, or fire drill, everyone is to evacuate the Center immediately and safely. Leased spaces are to be left unlocked in case Fire Fighters need access. The meeting place during fire emergencies is Tallmadge Park, just north of the NCAC parking lot. Individuals other than the Fire Department and designated authorities are not to block and/or occupy the parking lot, pavement areas or sidewalks around perimeter of the Center. Everyone is to remain on the Tallmadge Park grounds grass area until advised otherwise.

by either the Fire Department or Staff. The code is strictly enforced. Violations are punishable by fines up to and including \$750.00 and may constitute a breach of this lease resulting in termination.

19. ELEVATOR AND CHAIR LIFT. The Elevator and chair lift are to be used to transport passengers only.

20. LESSEE/CO-LESSEE. In the event a co-lessee (not Sublessee) terminates its lease, the Lessor will determine if the space will be put on the market for lease or accept the remaining party as the sole leaseholder of the space. See Appendix F. The remaining party can request approval from the City of Evanston that another party be approved to either sublease or co-lease for the duration of the lease term or shorter term. All guidelines outlined in the NCAC's Studio application packet must be adhered to. Full compliance includes full payments for Security Deposits, Community Service Activity, rent, as well as all other obligations imposed hereunder by this lease. Upon the Director of Parks/Forestry & Recreation or designee's direction or upon the request of the remaining Lessee, the Director of Parks/Forestry & Recreation or designee can require the terminating Lessee to perform their obligated Community Service requirements at an arranged rescheduled time or prior to terminating and/or prior to the lease termination date. If the terminating Lessee does not perform its obligated Community Service requirement, the terminating Lessee will be billed and will promptly pay the sum of the unperformed obligation.

21. ENTRY BY LESSOR. Lessee shall not unreasonably withhold consent to the Lessor to enter the Leased Premises in order to inspect the premises, make necessary or agreed repairs, decorating, alterations, improvements, supply necessary or agreed services or show the unit to prospective or actual purchasers, mortgagees, tenants or workmen. The Lessor may enter the unit without consent of the Lessee in case of emergency and/or to perform Fire/Safety inspections, heating, air conditioning, and ventilation inspection/work as necessary or to assess other possible problems or work as required. The Lessor shall not abuse the right of access or use it to harass the Lessee. Except in cases of emergencies, or unless it is impracticable to do so, the Lessor shall give the Lessee at least twenty-four (24) hours notice of its intent to enter and may enter only at reasonable times.

21. ABANDONMENT. Lessee is required to notify the Director of Parks/Forestry & Recreation or designee if Lessee will not occupy its studio for more than seven consecutive days. If the Lessee abandons the unit for thirty (30) consecutive days or more, Lessor shall attempt to rent the unit at the current rental rate. This shall include the

acceptance of reasonable subleases. If the Lessor succeeds in renting the unit at the current rental rate, the abandoning Lessee shall be liable for the amount due from the date of abandonment to the new rental agreement approved by the Lessor. If the Lessor is unsuccessful at re-renting the unit, the abandoning Lessee shall be liable for rent due for the period of the rental agreement. In either event, the Lessee shall be liable for all expenses incurred by Lessor or imposed by Lessor as a result of Lessee's abandonment or non use of space.

22. PARKING REGULATIONS. Annual parking permits fees will be billed separately in monthly installments to the Lessee and are to be paid on or before the first of each month. Parking permit fees are not prorated. All annual parking permits issued will be billed for the entire year and are not returnable with the exception of permits which are transferred. There will be a \$25.00 transfer fee assessed for all annual permits which are to be reissued unless: 1) either the old permit or remnants of the old permit is returned displaying the lot number and the permit number minimally; or 2) proof by a bill of sale is produced as evidence of no longer owning the vehicle.

Monthly, and annual parking permits for the NCAC parking Lot #51 are authorized only for leaseholders, sublessees, staff and/or students attending classes at Noyes on a regular basis. Parking permits are not to be transferred to vehicles other than the vehicle for which the permit was issued unless prior written approval by the Director of Parks/Forestry & Recreation is obtained. Parking Permit privileges is limited to attendance at the NCAC. Parking Permit privileges will be considered by the Director of Parks/Forestry & Recreation or designee for other regular NCAC users on a case-by-case basis. All Authorization Forms must be signed by the Leaseholder or the Leaseholder's prior written and arranged designee, and by an NCAC staff member before parking permits can be purchased.

Temporary one day parking permits are available for individuals attending special functions at the Center, and for visitors, and others who are pre-approved by the Director of Parks/Forestry & Recreation or designee. Temporary parking permits are not available to parents or caregivers waiting for students attending classes.

Lessee understands, and will inform its staff, students and patrons to observe all posted parking regulations. Parking permits will not be issued to individuals with an expired drivers license. Resolution of all parking citations issued to Lessee for the NCAC lot is a prerequisite to renewal of this Lease.

APPENDIX D

OTHER COSTS

1. COMMUNITY USE SPACES. Lessee shall have the right to use only the leased premises described on page #1 in the lease for the operation of its day-to-day activities as written in Appendix A. Lessee may from time to time, pursuant to arrangements made in advance with and approved by the Director of Parks/Forestry & Recreation or designee, make use of certain other areas, i.e., the Theatre, Studio #106 or the Noyes Center Galleries (see info on Gallery usage below) or other areas on a fee basis. (See fee matrix attached for Lessee rates.) Lessees using the above spaces for purposes other than arts activities or an arts activity other than as written in Appendix A will be charged rates as established for nonresident Lessee users posted in the community use rental guidelines and may be required to provide additional insurance. When the use of said areas involves the execution of a community service project and when the Lessee offers a program of cultural significance to the public free of charge, such rates may be waived at the discretion of the Director of Parks/Forestry & Recreation or designee upon written request and prior approval for the arrangement. Rental cost of Community Use space waived will not be in excess of the dollar value of the required community service project. See Appendix B.
2. NOYES CENTER GALLERY. Lessee may from time to time, pursuant to arrangements made in advance with and approved by the Director of Parks/Forestry & Recreation or designee make use of the Noyes Center Gallery(ies) on a fee basis at rates established. If the use of said areas involves the execution of a community service project where the Lessee offers a program of cultural significance to the public free of charge, such rates may be waived at the discretion of the Director of Parks/Forestry & Recreation or designee upon written request and prior approval for the arrangement, made at the time the community service project is proposed. In extenuating circumstances a request may also be made at least thirty (30) calendar days before the community service project.
3. UTILITIES. a. Lessor agrees to pay all water, gas, and light charges however, additional fees as listed on the (see Appendix D, Page Four) attached fee matrix could apply anytime and/or if excessive usage as determined by lessor occurs any time during the term of the Lease.  
  
b. Lessees will be billed in the following manner for the use of air conditioners and air-handling units: \$78.00 per month if your Leased Premises ranges between 1 and 500 square feet. \$104.00 per month if your Leased Premises ranges over 500 square feet and up to 1,000 square feet. \$130.00 per month if your studio ranges over 1,000 square feet and up to 2,000 square feet. \$156.00 per month if your Leased Premises

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ranges over 2,000 square feet. The fees are assessed for the months of June, July, August and September. The monthly fee assessment applies to each air conditioning and/or air handling unit used in each studio. Window air-conditioning units must be removed if not in use, and window, window sills, frames, glass and screens must be restored to their original condition with the same material and quality as that installed at time of occupancy, and at Lessee's expense. Square footage will not be combined to calculate the use of air conditioners for more than one leased space. Fees will not be prorated for partial month's use of air conditioners or air handling units. Additional monthly fees as above will be assessed to Lessee if air conditioners and/or air handling units are used during other months and will not be prorated. Air conditioner units can be left in windows if prior written permission is obtained from the Director of Parks/Forestry & Recreation or designee. Air conditioning units must be properly insulated to minimize energy exhaustion as determined by Lessor. Failure to remove air-conditioning units from October 1<sup>st</sup> through May 31<sup>st</sup> of each year will result in an assessment of usage charge for each month or any portion of a month the air-conditioning units are installed See attached (Appendix D, Page Four) Utility Fees and Other Charges Associated with NCAC

5. ASSOCIATED EXPENSES. If for any reason attributable to Lessee or those holding under Lessee, a Noyes staff member, Facilities Management staff, Contractor/Sub-Contractor, or agent of the City of Evanston has to return to the n holidays or after the employee's normal work shift(s), Lessee will incur the cost of that employee's salary, plus any charges imposed on or billed to the /CITY OF EVANSTON by service agencies such as the Security Alarm Contractors, the Evanston Police and/or Fire Department, or any other charge the City incurs as a result of such extra work.

Lessee shall pay all costs associated with, but not limited to: telephone installation(s) or other telephone service(s), parking permits, custodial and/or staff overtime charges, and other charges as outlined in this lease or necessitated by the nature of Lessee's/Sublessee's activities or actions. Prior written approval is needed from the Director of Parks/Forestry & Recreation or designee in order to perform any licensed trade work, such as but not limited to additional electrical power provided to Lessee's studio(s), installation or relocation of electrical outlets, plumbing, carpentry work, set building for performance productions, any and all construction of temporary or permanent installations connected to or resting on the foundations walls, ceilings, floors and/or existing surfaces prior to and during Lessee's lease of the space. All such work must be performed pursuant to applicable permits and in accordance with all applicable legislation. Lessee's failure to obtain prior written approval and/or applicable permits before performing any licensed trade work may at Lessor's option constitute a material breach of this Lease and result in termination of this lease.

FY 07/08	FEE	DESCRIPTION	NOTES
AIR CONDITIONERS & AIR HANDLING UNITS	\$ 86.00	Monthly fee for studios ranging between 1-500 sq. ft.	
" "	\$ 116.00	Monthly fee for studios ranging over 500 and up to 1,000 sq. ft.	
" "	\$ 144.00	Monthly fee for studios ranging over 1,000 and up to 2000 sq. ft.	
" "	\$ 172.00	Monthly fee for studios over 2,000 sq. ft.	
KEYS	\$ 3.00	First two (2) keys to all Leased spaces with a Lessor installed lock are free. \$3.00 fee for each additional key except in cases when Lessor incurs a charge more than \$3.00 per key to reproduce.	
KILNS	TBA	Monthly fee for tabletop models	
"	TBA	Monthly fee for floor models	
NOYES GALLERIES	\$ 40.00	Hourly rate for all users	
PARKING - LOT #51	\$ 25.00	Monthly fee for each permit for Leaseholders & Sublessees	
" " "	\$ 15.00	Monthly fee for all non-Leaseholders & Sublessees	
" " "	\$ 3.00	Daily fee for each permit	
SERVICE (UTILITY) FEE	\$ 61.00	Flat daily rate for all users if Bldg. is occupied other than normal Bldg. hours. See Appendix E.	
STUDIO #106	\$ 26.00	Tenant rate/hourly for performances relative to lease	Same rate if Theatre is used
" "	\$ 21.00	Tenant rate/hourly for all other arts activities relative to lease	Same rate if Theatre is used
" "	\$ 40.00	Tenant rate/hourly for reception relative to Lessee's approved activities.	
" "	\$ 42.00	Hourly rate for non-tenant/Evanston Not-for-Profit Organizations	
" "	\$ 53.00	Hourly rate for non-tenant Individuals & Organizations	
THEATRE	\$ 52.00	Hourly rate for non-tenant/Evanston Not-for-Profit Organizations	Flat rate per week of \$905.00 if Theatre leased minimum of six consecutive weeks.
"	\$ 75.00	Hourly rate for non-tenant Individuals & Organizations	Flat rate per week of \$905.00 if Theatre leased minimum of six consecutive weeks.

LESSEE:

DATE:

APPENDIX E

TIME OF USE

1. TIME OF USE. Lessee will have the right to use its leased premises only during normal hours and days of operation of the NCAC. Said normal hours may be changed by the Lessor. In the event of such changes, resulting in a reduction of hours, Lessee will not be entitled to a reduction in rent or community service obligations. Unless required by the City's best interests or particular existing conditions the hours shall be open hours between 7:30 a.m. and 11:00 p.m., Monday through Saturday, and 10:00 a.m. and 6:00 p.m., Sunday.

The Center will be closed on the following dates in observance of:

- Memorial Day, Monday, May 28, 2007
- Fourth of July, Wednesday, July 4, 2007
- Labor Day, Monday, September 3, 2007
- Thanksgiving, Thursday and Friday, November 22, and 23, 2007
- Christmas Eve, Monday, December 24, 2007
- Christmas Day, Tuesday, December 25, 2007
- New Year's Eve, Monday, December 31, 2007
- New Year's Day, Tuesday, January 1, 2008
- Martin Luther King's Birthday, Monday, January 14, 2008

And any other days/holidays(s) as observed by the City of Evanston.

The Director of Parks/Forestry & Recreation or designee will notify Lessee of additional dates the NCAC will be closed. The Lessee may, by written arrangement with the Director of Parks/Forestry & Recreation or designee, use the leased premises or other rental spaces during other than normal hours and days of operation. In this event, Lessee will pay for overtime Custodial charges necessary to keep/have the Center open beyond normal building hours in addition to a \$61.00 service fee utility charge), and rental charges associated with rental space and equipment if applicable.

LESSEE

DATE

\_\_\_\_\_

\_\_\_\_\_

APPENDIX F

TERMINATION OF ONE CO-LESSEE

In the event fewer than all Co-Lessees terminate this Lease, the remaining Lessee can request approval from the Lessor that another party be approved to either sublease or co-lease for the duration of the lease term. All guidelines outlined in the Studio application packet must be adhered to. If remaining Lessee (co-lessee, not Sublessee) is the only person now on the Lease and is not an Evanston resident, said non-Evanston resident is eligible to be accepted as the sole Lessee by the Lessor and/or through termination date of the lease. The non-Evanston resident will assume the 20¢ surcharge for the entire space if they are accepted as the sole Lessee and the surcharge will not exceed cost applicable to total square feet of leased space. If the remaining party was approved as a Sublessee, the Sublessee's term will end at the same time the Lessee's term ends and the Leased Premises will be placed on the market. The Sublessee may reapply along with other applicants applying for the Leased Premises.

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APPENDIX G  
Noyes Lease for Term: 8/1/07 through 2/29/08

INSURANCE REQUIREMENTS

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE	
Thirty day notice of cancellation Required on all certificates	Bodily Injury and Property Damage <u>Consequent Death</u>	
	Each Occurrence	Aggregate
Commercial General Liability including:	\$1,000,000	\$1,000,000
1. Comprehensive form		
2. Premises - Operations		
3. Explosion & Collapse Hazard		
4. Underground Hazard		
5. Products/Completed Operations Hazard		
6. Contractual Insurance - With an endorsement on the face of the certificate that it includes the "indemnity" language set forth in paragraph 13 of the lease.		The Insurance Certificate Must State That <u>The City of Evanston is Named as Additional Insured</u>
7. Broad Form Property Damage - construction projects only.		
8. Independent contractors		
9. Personal Injury.		
Automobile Liability Owned, Non-owned or Rented (as related To Tenants activities for leased space)	\$1,000,000	\$1,000,000
Workmen's Compensation and Occupational Diseases	As required by applicable laws.	
Employer's Liability	\$500,000	

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APPENDIX H

MISCELLANEOUS DEFINITIONS

<u>TERM</u>	<u>DEFINITION</u>
ADA	Americans With Disabilities Act
(EPD)	Evanston Parks/Forestry & Recreation Department
(HIS)	His/Her/Their
(LESSEE)	Lease Holder: Lessees, Co-Lessees, Sublessees
(LESSOR)	City of Evanston
(NCAC)	Noyes Cultural Art Center
(OSHA)	Occupational Health and Safety Act of 1980
(RESIDENT)	If current drivers license and voters registration card shows residency in Evanston

LESSEE

DATE

**37-R-07**

**A RESOLUTION**

**Authorizing the City Manager to Enter  
Into an Agreement with EVMARK**

**WHEREAS**, the City of Evanston established Special Service Area No. 4 pursuant to Ordinance 45-O-87, and renewed Special Service Area No. 4 pursuant to Ordinance 47-O-92 (five years), 116-O-96 (ten years) and 67-O-07 (twelve years, four months and eighteen days) until December 31, 2019; and

**WHEREAS**, Evanston Special Service Area No. 4 has been established and extended in order to provide certain public services which will supplement services currently or customarily provided by the City to the area and to assist the promotion, marketing, and advertisement of the area in order to attract businesses and consumers; and

**WHEREAS**, it is in the best interest of the City that the City retain EVMARK, an Illinois not-for-profit corporation to provide planning, administration and management for Special Service Area No. 4; and

**WHEREAS**, the City Manager has negotiated an exclusive administration agreement with EVMARK, an Illinois not-for-profit corporation, to provide planning, administration and management services for Evanston Special Service Area No. 4,

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

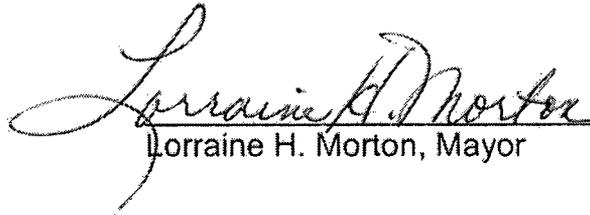
**SECTION 1:** That the City Manager is hereby authorized and directed to sign and the City Clerk hereby authorized to attest on behalf of the City of Evanston an



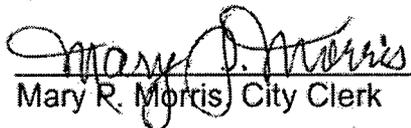
Exclusive Implementation Agreement for Evanston Special Service Area No. 4. Said Agreement is marked an Exhibit #1 attached hereto and incorporated herein by reference.

**SECTION 2:** That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions as may be determined to be in the best interests of the City.

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

  
\_\_\_\_\_  
Lorraine H. Morton, Mayor

Attest:

  
\_\_\_\_\_  
Mary R. Morris, City Clerk

Adopted: August 13, 2007



EXHIBIT #1

**IMPLEMENTATION AGREEMENT FOR  
EVANSTON SPECIAL SERVICE AREA NO. 4**



**IMPLEMENTATION AGREEMENT FOR  
EVANSTON SPECIAL SERVICE AREA NO. 4**

The City of Evanston ("City") and EVMARK, an Illinois not for profit corporation ("Corporation") agree as set forth in this Implementation Agreement for Evanston Special Service Area No. 4 ("the Agreement").

**RECITALS**

A. The City established the City of Evanston Special Service Area No. 4, pursuant to Ordinance No. 45-0-87 (the "Ordinance"), and renewed such Service Areas through Ordinance No. 49-O-92 and Ordinance 52-O-97 and Ordinance 67-O-07, enacted by the City Council of the City of Evanston (the "City Council") in the exercise of the City's home rule powers and pursuant to the provisions of Chapter 120, Paragraph 1301 *et. seq.* of the *Illinois Revised Statutes*.

B. Evanston Special Service Area No. 4 is a contiguous area within the City outlined on the attached map and commonly referred to as the Evanston Central Business District ("ECBD"). The territory of the Evanston Special Service Area No. 4 (the "District") is legally described in Exhibit A, which is attached to and made a part of this Agreement.

C. Evanston Special Service Area No. 4 has been established in order to provide certain marketing, advertisement, promotional activities in order to attract businesses and consumers to the district, and to develop and promote economic development activities, and also to provide certain public services which supplement services which are currently or customarily provided by the City to the District.

D. The Corporation is an Illinois not-for-profit corporation organized for the purpose of enhancing and promoting downtown Evanston, Illinois. EVMARK is a private not-for-profit corporation as designated by the State of Illinois with a 501(c) (6) federal tax status as determined by the U. S. Internal Revenue Service.

E. It is in the public interest that the Corporation participates in the planning, implementation and management of Evanston Special Service Area No. 4.

**ARTICLE 1: SCOPE OF CORPORATION'S SERVICE**

**101. Corporation to Implement Evanston Special Service Area No. 4:**

The City retains and the Corporation agrees to be retained by the City for the purpose of planning, implementing, and managing Evanston Special Service Area No. 4. The services to be performed by the Corporation shall include:

A. Promotional Services: Promotional Services shall include but not be limited to promoting, advertising, recruiting, and pursuing other economic development



activities on behalf of the District ("Promotional Services") for the purpose of attracting businesses and consumers to the District. Promotional Services may include but not be limited to, marketing, and advertising the District in print and electronic media, specific recruitment of new businesses, listing and hosting of events, and such other actions that in the judgment of the Corporation, will foster and promote the District. All Promotional Services will be directed toward marketing the District as a whole, and will not be used to exclusively advertise any particular business or property owner within the District.

B. Supplemental Services: Supplemental Services shall include but not be limited to providing certain public services including maintenance supplemental services to the District that will supplement the services currently or customarily provided by the City to the District. The Supplemental Services to be provided by the Corporation shall be those that the District needs and the City is not able or available to perform on as timely, economical, and efficient basis as an independent provider of such services. Supplemental Services shall be those which are determined by the Corporation through agreement by the Board of Directors, which includes representation from the City. The Corporation shall provide those services to the territory which are set forth in Exhibit A.

C. Administrative Services: The Corporation will be responsible for the daily administrative activities on behalf of the District. These services are to be provided by at least two full time employees or their equivalent and/or contract employees as determined by the Corporation.

D. Economic Development Services: The Board may determine from time to time that certain economic development activities are necessary.

102. **Corporation Contracts for Supplemental Services**: The Corporation shall enter into contract negotiations with potential providers of the Supplemental Services. After receiving any approval from the City Manager of the City of Evanston, or his/her designee, (the "City Manager") and/or the City Council necessary under Section 302, the Corporation will enter into contracts for the performance of each Supplemental Service.

103. **Corporation to Provide Promotional Services**: The Corporation shall provide such Promotional Services for the District as the Corporation shall, from time to time, determine as beneficial for the District. The Corporation may also enter into contracts with providers of Promotional Services to perform Promotional Services for the District.

104. **Additional Services**: In addition to the services set forth in Sections 101 through 103 of this Agreement, the Corporation may engage in such other services ("Additional Services") in connection with Evanston Special Service Area No. 4 as the Corporation Board of Directors may determine.

105. **Submittals**: The Corporation shall prepare a program report ("Program Report") for each of the fiscal years of the City ("Fiscal Year") which occur during the term of this Agreement. The Program Report shall describe the Corporation's activities during that Fiscal Year and shall be submitted to the City Council and the City Manager at the



appropriate time for the tax levy Ordinance but no later than sixty (60) days prior to the beginning of the next Fiscal Year. The Corporation's Annual Audit shall also be submitted as part of the Program Report. The Program Report shall highlight the activities of the previous year and set forth the goals and budget for the upcoming year and in addition, specify the Supplemental Services and Promotional Services which the Corporation desires to have performed in the upcoming Fiscal Year and an estimate of the costs of providing the proposed Supplemental Services, Promotional Services, Economic Development Services and Administrative Services.

The Corporation will also submit to the City Manager for consideration by the appropriate entity the annual proposed budget, as described in Article II, for the next Fiscal Year.

**106. Exclusive Provider of Services:** During the term of this Agreement, the Corporation shall be the exclusive provider of all services set forth in this Article I, and the City covenants and agrees not to enter into any agreement for the provision of such services with any other person, corporation, partnership or other legal entity during the term of this Agreement without obtaining the prior written consent of the Corporation. The City may terminate the contract with EVMARK for cause which includes but is not limited to a) timely submission of the Corporation's budget to the City and b) the failure to hold two public meetings annually. *EVMARK shall be given a 30 day notice to cure.*

**107. Services to be provided:** The services to be provided as set forth shall include but not be limited to:

Evmark Services: Two Programming Categories- Seen & Unseen  
Management of the Corporation  
Management of Maintenance Contract  
Work with the City and other local partners on issues to improve downtown,  
Marketing by promoting downtown Evanston as vibrant, attractive, and fun to consumers and investors  
Information to property owners and tenants regarding construction projects

EVMARK's Key Maintenance Activities: Services supplementing City Services  
Trash & litter removal five days a week  
Sidewalk sweeping, cleaning, power wash  
Special Spring & Fall Clean-Up  
Landscaping & Seasonal Maintenance  
Downtown Planters Maintenance  
EVMARK's Key Marketing Activities: Create & support image of Downtown as the place to shop, work, live and play  
Conduct Public Relations  
Produce Collateral Materials



office users and residents in general circulation, electronic media, trade publications and radio and television.

advertising and events

Advertise downtown to shoppers, diners,

Partner with other organizations for

Produce Special Events

Respond to market conditions

Holiday Banners

## **ARTICLE II: RESPONSIBILITIES OF CORPORATION**

### **201. Special Service Area Budget and Tax Levy Recommendations:**

A. Budget: The Corporation shall prepare a budget ("Special Service Area Budget") for each Fiscal Year during the term of this Agreement. The Special Service Area Budget shall be submitted to the City Manager no later than September 15 or ninety (90) days prior to the beginning of the Fiscal Year, which ever is earlier. The Special Service Area No. 4 Budget shall set forth as accurate an estimate as possible of the following items:

1. Amounts expected to be needed in the Fiscal Year to pay the direct program costs ("Program Costs") for providing:

- a.) Promotional Services for the District,
- b.) Supplemental Services for the District,
- c.) Additional Services for the District, and
- d.) City Services (defined in Section 301).

2. Amounts expected to be needed in the Fiscal Year to pay for administrative (including health and related insurance costs) and operating expenses incurred by the Corporation in connection with its performance under the Agreement. (Corporation Expenses)

B. Tax Levy: At the same time the Corporation submits the Special Service Area Budget to the City Manager, the Corporation will also submit as accurate as possible an estimate for the amount of the tax which must be levied during the Fiscal Year to fund the costs and expenditures set forth in the Special Service Area Budget ("Corporation's Tax Recommendations"). This estimate must be consistent with the tax projections set forth in Ordinance 67-O-07.

C. City Funding: In addition to the Corporation's Tax Recommendation a request may also be submitted to the City Manager requesting additional City funding to



meet the Corporation's needs to fund the costs and expenditures of the Annual Budget ("Additional Funding").

D. Budget Review Process: Once submitted to the City Manager, the Special Service Area Budget and Tax Levy will be reviewed by a designated Committee of the City Council. When said Committee approves the Special Service Area Budget and the Tax Levy, the Special Service Area Budget and the Tax Levy will be submitted for City Council approval.

E. Revisions: The Corporation agrees that at the request of the City Council or City Manager, it will consider revising the Special Service Area Budget and the Corporation's Tax Recommendations and request for City Funds as the City Council or City Manager may deem necessary.

F. Reports: The Corporation agrees that it shall provide reports to the City Council twice a year outlining the Corporation's activities.

202. **Corporation's Representative**: The Corporation shall designate a person to act as its representative in connection with all its communications and dealings with the City Manager and City Council under this Agreement. The Corporation may appoint a different representative only with prior written notice to the City Manager and the City Council.

203. **Corporation's Contractual Liability**: The Corporation shall be solely responsible for:

A. The cost of Supplemental Services, Promotional Services, Additional Services, Administrative Services, and the Corporation's Expenses that exceed the amounts allocated for such items in the City's annual allocation (defined in Section 303).

204. **Corporation's Liability Insurance**: The Corporation shall obtain general liability insurance in such form and in such amounts as will be approved by the City Manager or his/her designee. In connection with providing Supplemental Services and Additional Services, if any, to the Territory, as practical, the Corporation will enter into contract only with providers of such services that have procured general liability insurance, and the Corporation shall require, as practical, such providers to furnish certificates of general liability insurance to the City Manager or his designee, and the Corporation, which certificates shall name the City as an additional insured, and shall provide coverage in amounts to be approved by the City. The Corporation shall provide other insurance as deemed necessary by the City.

### **ARTICLE III: RESPONSIBILITY OF CITY COUNCIL AND CITY MANAGER**

301. **City Services**: The City shall provide those services to the District ("City Services") as set forth in the City Budget. To the extent that the City and the



Corporation have agreed that any or all of these services require reimbursement by the Corporation, no later than thirty (30) days prior to the beginning of each Fiscal Year, the City Manager shall provide to the Corporation as accurate an estimate as possible of the costs of providing City Services. To the extent that the Corporation has agreed that such City Services are reimbursable, the amounts due and owing for City Services shall be paid with a portion of the proceeds of the taxes levied to fund Evanston Special Service Area No. 4. Also, the City and the Corporation may determine that some services normally provided by the City are better provided by the Corporation. A mutually agreeable schedule of reimbursement to the Corporation will be finalized no later than thirty (30) days prior to the beginning of the Fiscal Year. All contracts for Maintenance Supplemental Services must be approved by the City Council.

**302. City Manager Approval:** Prior to entering into any contracts for performance of Supplemental Maintenance Services, the Corporation shall submit to the City Manager:

A. Providers: The name of any potential provider of Supplemental Maintenance Services, unless the City Manager has given his/her previous approval of such provider under this Agreement; and

B. Services: A description of any proposed physical improvements to be made within District as part of any Supplemental Maintenance Services and the manner and technique to be used in performing such improvements. The City Manager, or his/her designee, shall have thirty (30) business days after receiving the name of a provider of Supplemental Services or description of physical improvements, as the case may be, to have said services reviewed and approved by the City Council and it shall be the responsibility to inform the Corporation in writing of the City Council's approval or objection. If the City Council's objection or approval is not received by the Corporation within thirty (30) business days, the approval shall be deemed granted, and in such circumstances, the Corporation is authorized to contract and undertake such service or improvement, as the case may be.

C. Notice to Corporation: If the City plans to enter into any contracts, perform the Supplemental Services, or does any capital work in the District, the City shall provide the Corporation with no less than thirty (30) days notice.

**303. Adoption of City's Special Service Area Budget and Tax Levy Ordinance:** The City Council covenants and agrees to consider in good faith the Special Service Area Budget and the Corporation's Tax Recommendations, but in no event shall the City Council be obligated to adopt the Special Service Area Budget or approve the Corporation's Tax Recommendations. For purposes of this Agreement, the budget adopted by the City Council for Evanston Special Service Area No. 4 shall be known as the "City's Special Area Budget" and the ordinance adopted for the levy of taxes to fund Evanston Special Service Area No. 4 shall be known as the "Tax Levy Ordinance." The City Council covenants and agrees that in approving the City's Special Service Area Budget and Tax Levy Ordinance, it will at all times comply with the requirements set forth in Chapter 120, Paragraph 1301 *et. Seq* of the *Illinois Revised Statutes*, including



that it will not enact a tax levy ordinance that would exceed the maximum rate of taxes authorized to be extended in any one year by the Ordinance.

**304. Delivery of City's Special Service Area Budget and Tax Levy Ordinance:** Within five (5) business days after the adoption of the City's Special Area Budget and Tax Levy Ordinance, the City Manager will deliver a complete and accurate copy of the City's Special Service Area Budget and Tax Levy Ordinance to the Corporation, and any other documents which the Corporation shall reasonably request as necessary to carry out its duties under this Agreement.

**305. City's Limited Liability:** The City shall have no responsibility for:

Any services (including, but not limited to: Supplemental Maintenance Services, Promotional Services, Administrative Services/Cost, Additional Services, and Corporation Expenses) that exceed the amounts allocated for such items in the City's allocation.

**306. City Representative:** The City designates the City Manager to act as its representative in connection with all its communications and dealings with the Corporation under this Agreement.

#### **ARTICLE IV: PAYMENT TO CORPORATION**

**401. Payment to the Corporation:**

The City shall pay the Corporation the monies set forth in the Special Service Area No. 4 Levy Ordinance and the Additional Funds as approved by the City pursuant to Paragraph 201 in quarterly installments.

All Special Service Area Tax Proceeds ("Tax Proceeds") shall, as soon as collected, be placed by the City in an account which will be physically segregated from all other funds of the City. Upon receipt of an invoice from the Corporation, the City shall pay to the Corporation all of the Tax Proceeds received to date minus an amount of the Tax Proceeds to be retained by the City to pay for City Services, if a written agreement in this regard is in place. The amount to be retained by the City shall be the percentage of the total Tax Proceeds received during such month which is the same percentage as the percentage of the City Special Service Area Budget for that Fiscal Year which was allocated for the payment of City Services, if applicable.

**402. Corporation Segregates Payments:**

A. City Payments: The Corporation shall place all Tax Proceeds paid to it by the City Council in an account known as the "Evanston Special Service Area Tax Levy Fund" which will be physically segregated from all other funds of the Corporation. The Corporation shall use the Tax Proceeds placed in the Evanston Special Service Area Tax Levy Fund exclusively for the following purposes:



1. Payment of Program Costs for Supplemental, Promotional, Economic Development, Administrative or Additional Services to the District; and

2. Payment of Administrative/Corporation Expenses.

B. Additional Payments: The Corporation shall place all Additional Funds Proceeds paid it by the City Council in an account known as the "Evanston Additional Funds" which will be physically segregated from all other funds of the Corporation. The Corporation shall use the Additional Funds Proceeds placed in the Additional Funds Proceeds Fund exclusively for the following purposes:

1. Payment of Program Costs for Supplemental, Promotional, Economic Development, Administrative or Additional Services to the District; and

2. Payment of Administrative/Corporation Expenses.

403. **Inspection of Accounts**: The Corporation shall keep accurate accounts of all its activities and of all its receipts and expenditures in connection with Evanston Special Service Area No. 4 and any Additional Funds, and shall keep such accounts open for inspection by the City Manager, City Finance Director, and City Council at the offices of the Corporation during normal business hours.

404. **Financial Statements of Corporation**: The Corporation shall submit to the City Manager and City Council an audited financial statement of the Corporation at the time of the submission of the annual budget and Program Report.

#### **ARTICLE V: TERM**

501. **Term**: The initial term of this Agreement shall be for one year, four months and 18 days until December 31, 2008, with an annual review and approval considered at the time of the Corporation's submission of the annual Special Service Area Budget. This Agreement will be renewed by the City by the action of the approval of the proposed tax levy and/or subsequent approval by the City Council of an additional payment of City funds. The annual budget shall be submitted to the City no later by September 15 of the calendar year. No renewal may extend beyond the termination of the Evanston Special Service No. 4.

#### **ARTICLE VI: GENERAL PROVISIONS**

601. Meetings The Corporation shall hold a minimum of two meetings in each calendar year which shall be open to the public. Notice of said meetings shall be posted in a prominent location in the Corporation office and shall be posted on the Corporation's website.



602. Warrants: The Corporation warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement, on behalf of the Corporation, upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of the Corporation.

603. Ownership of Documents: All documents developed by the Corporation under this Agreement are and shall remain the property of both this Corporation and the City.

604. Equal Employment Opportunities: The Corporation will not discriminate, directly or indirectly, on the grounds of race, color, religion, sex, age, or national origin in its employment practices under this Agreement. The Corporation agrees to comply with all provisions of the City of Evanston Fair Employment Practices Ordinance. The Corporation further agrees that it will make a good faith effort to assure that qualified minority business enterprises are solicited to provide Supplemental Services, Promotional Services and Additional Services, if any, in connection with Evanston Special Service Area No 4.

605. Force Majeure: The Corporation shall not be in default under this Agreement to the extent that is prevented from or delayed in performance of its obligations under this Agreement by any event or condition beyond its reasonable control, including, but not limited to, strikes or other work stoppages, war, acts of civil or military authorities, earthquakes, tornados, and acts of the City.

606. Corporation By-Laws The By-Laws of the Corporation are attached hereto and incorporated herein by reference. Said By-Laws may be reviewed and amended from time to time by the Corporation. Any such amendments of said By-laws shall be provided to the City for information.

607. Notices: All notices under this Agreement shall be in writing except in case of emergency and shall be delivered or mailed by first class mail, if to the Corporation, at:

EVMARK Corporation  
1560 Sherman Avenue  
Suite 860  
Evanston, Illinois 60201

Attention: EVMARK Executive Director

and, if to the City, at:

EVANSTON CIVIC CENTER  
2100 Ridge Avenue  
Evanston, Illinois 60201

Attention: City Manager



or such other address as either the Corporation or the City shall designate by notice to the other. Notices shall be considered given when delivered or three (3) days after being deposited in the mail.

608. Miscellaneous:

A. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding the foregoing, the rights and benefits of the Corporation under this Agreement are personal to the Corporation and may not be assigned to any other party or entity.

B. This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between the parties with respect to the transactions contemplated by this Agreement, there is not another agreement between the parties except as herein specifically set forth, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, made by the Corporation and the City or their respective employees or agents, respecting any aspects of the transitions contemplated by this Agreement are merged into the terms of this Agreement.

C. This Agreement shall be interpreted, applied and enforced in accordance with the laws of the State of Illinois. If any provision hereof is in conflict with any statute or rule of law of the State of Illinois, or is otherwise enforceable, such provision shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from and shall not invalidate any other provision of this Agreement.

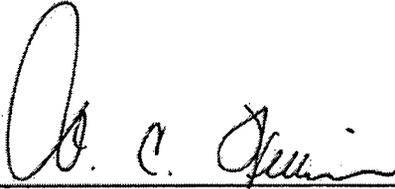
D. If the date for performance of the obligations of either the Corporation or the City under this Agreement falls on a Saturday, Sunday, or legal holiday, the time for performance shall be extended to the next succeeding business day.

E. The captions contained in this Agreement are for convenience of reference only, and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

F. For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts when taken together shall constitute but one and the same document which shall be sufficiently evidenced by any such executed counterpart.

G. As used in this Agreement, the term "person" shall include corporations or other organizations, partnerships, or other entities, or individuals, the singular shall include the plural, whenever appropriate, and all necessary grammatical changes required to make the provisions of this Agreement applicable as herein described shall in all cases be assumed as though in each case fully expressed.





Diane Williams, Executive Director  
EVMARK

Date: 9-20-07, 2007

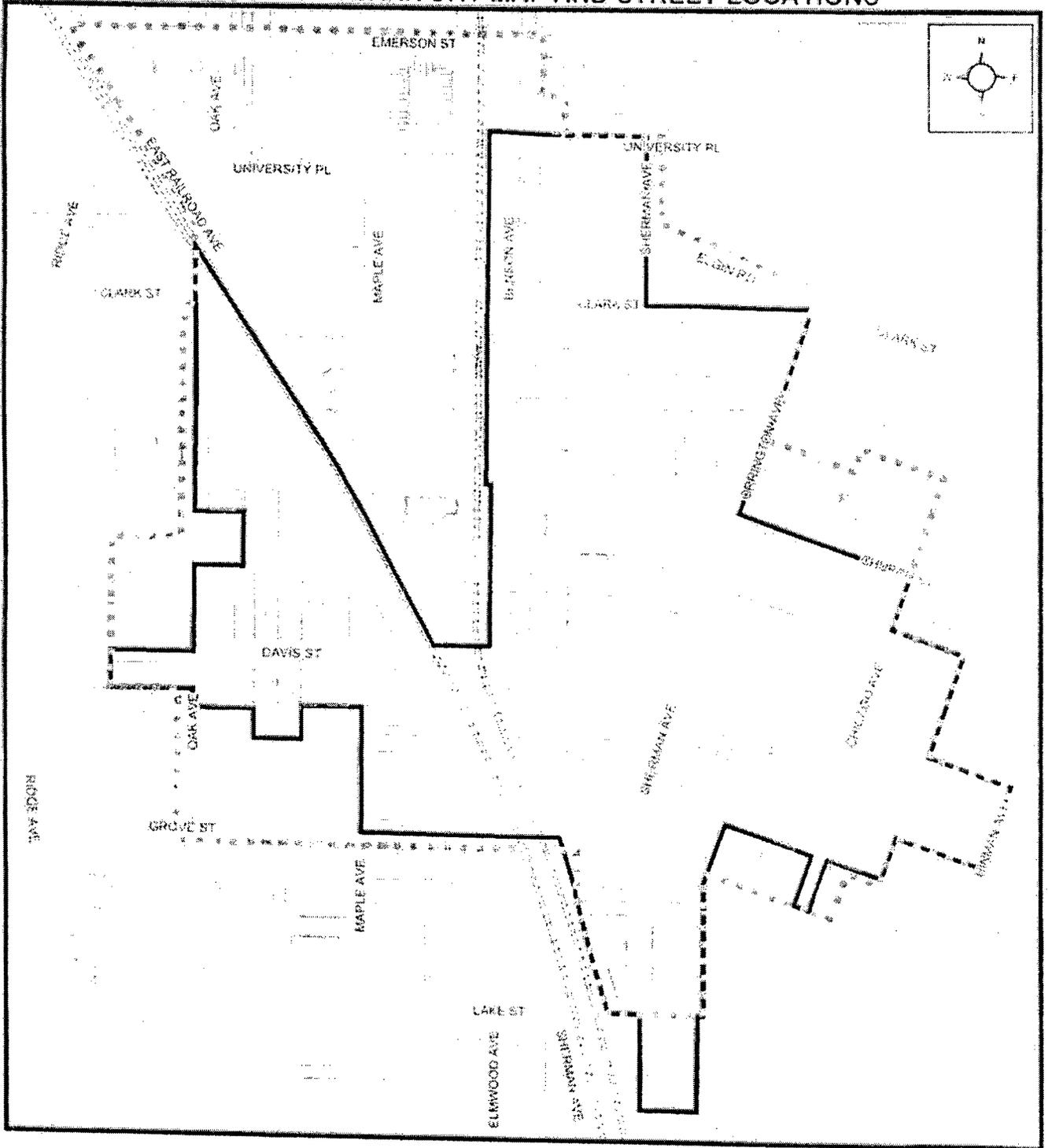


Julia A. Carroll, City Manager  
CITY OF EVANSTON

Date: 10-1-07, 2007



**EXHIBIT A**  
**EVANSTON SPECIAL SERVICE AREA NO. 4**  
**EXPANDED TERRITORY MAP AND STREET LOCATIONS**



.....	Expanded SSA4		Building
	Existing SSA4		Tax Parcel





7/23/2007

**38-R-07**

**A RESOLUTION**

**Authorizing the City Manager to Sign a  
Letter of Intent with the Illinois Department of Transportation  
regarding project scope and City funding participation in the  
Emerson Street Bridge Project over the North Shore Channel**

**WHEREAS**, the Illinois Department of Transportation (hereinafter "IDOT"), is currently engaged in preliminary engineering and environmental studies for replacing the functionally obsolete bridge carrying Emerson Street over the North Shore Channel in 2008, hereinafter referred to as the PROJECT; and

**WHEREAS**, the PROJECT's scope of work generally consists of removing and replacing the existing bridge with a wider bridge to allow for separate sidewalks and bike lanes; and

**WHEREAS**, the Emerson Street Bridge is an approved Evanston Bike Route that makes bicycle connections to the Skokie Bike Path System; and

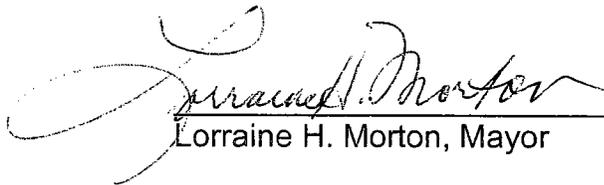
**WHEREAS**, the City will have no funding involvement in the PROJECT other than paying one hundred percent (100%) of the cost associated with upgrading the lighting within the PROJECT limits and relocating any City utilities impacted by the PROJECT; and

**WHEREAS**, the City Council of the City of Evanston has determined it is in the best interests of the City to move forward with the PROJECT as proposed,

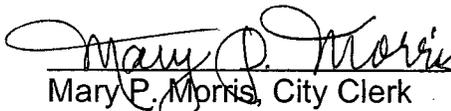
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** That the City Manager is hereby authorized to sign the Letter of Intent with the Illinois Department of Transportation, dated June 22, 2007, attached hereto as Exhibit 1 and made a part hereof.

**SECTION 2:** That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

  
\_\_\_\_\_  
Lorraine H. Morton, Mayor

Attest:

  
\_\_\_\_\_  
Mary P. Morris, City Clerk

Adopted: July 23, 2007

**EXHIBIT 1**

**IDOT Letter of Intent:  
Emerson Street Bridge Project over the North Shore Channel  
dated June 22, 2007**



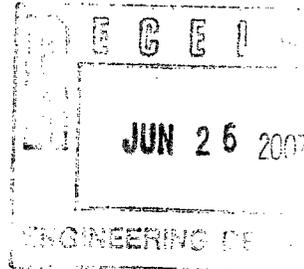
# Illinois Department of Transportation

Division of Highways/Region One / District One  
201 West Center Court/Schaumburg, Illinois 60196-1096

Project and Environmental Studies  
Emerson Street  
Over North Shore Channel  
Cook County

June 22, 2007

The Honorable Lorraine H. Morton  
Mayor  
City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201



Dear Mayor Morton:

As you know, the Illinois Department of Transportation (IDOT) is currently engaged in preliminary engineering and environmental studies for the replacement of the bridge carrying Emerson Street over the North Shore Channel. A location map is enclosed for your information and reference. This project is currently included for construction in our Fiscal Year 2008 to 2013 Proposed Highway Improvement Program, pending fund availability and project readiness. The scope of work generally consists of removing and replacing the existing bridge as well as widening and resurfacing within the project limits. The bridge will be widened to include a five-foot on-road bicycle lane on each side as requested by the City of Evanston (City). The proposed bicycle lane will be separated from the sidewalk with B-6.12 curb and gutter.

As part of the coordination with the local agencies involved in our improvements, IDOT is required to issue a Letter of Intent (LOI) in which the Department identifies local cost participation items and confirms local support for the project. This will serve as a letter of Intent (LOI) between the City of Evanston and IDOT confirming your concurrence with the proposed improvement and the cost participation responsibilities for the subject project. The following is a summary of all potential cost participation items.

### Lighting

The existing lighting on the bridge is owned and maintained by the City. Our Bureau of Electrical Operations has determined the existing lighting should be updated to current standards. Per Department policy, lighting costs are the responsibility of the municipality. The estimated lighting cost for the road segment within the project limits is approximately \$70,000, plus engineering fees. The lighting cost does not include temporary lighting as the entire bridge will be closed during construction. At the May 29, 2007 meeting with the City at the District One office, the City agreed that IDOT would prepare lighting plans and estimates for a 15% engineering fee (\$10,500). Therefore, the City's lighting cost responsibility will be \$80,500.

Honorable Lorraine H. Morton

June 22, 2007

Page 2

The lighting at the McCormick Boulevard and the McDaniel Street intersections also does not meet current lighting standards. However, due to our limited scope of work, the lighting at these intersections will not be included in the proposed improvement. The City may pursue this work separately via permit.

Utility Relocation

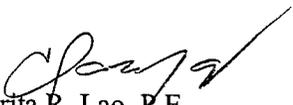
Public utilities, installed in the State highway right-of-way (ROW) via permit and requiring relocation, will be relocated at no expense to the Department, in accordance with Department policy and State Statute. The City will be responsible for 100% of the cost plus engineering fees for removal and relocation of its facilities found to be in conflict with the improvement of Emerson Street over the North Shore Channel. Facilities subject to the previously stated condition may include, but are not limited to, watermain, fire hydrants, storm, sanitary and/or combined sewers. No investigation of potential utility conflicts was conducted during Phase I. However, a detailed study of utility information will be completed during Phase II (contract plan preparation). As such, there are no costs associated with this item at this time, but that may change during the course of the Phase II Engineering Process. If the City hires its own consultant to prepare any needed utility plans and estimates, a 10% engineering fee will be assessed. If the Department does this work, the engineering fee is 15%.

At the end of this letter of intent, there is an area where you can state your concurrence/comments to the proposed scope of work and cost participation. This will be used as a basis during Phase II to develop a project agreement between the City of Evanston and the State. A second copy of the last page of this letter is enclosed. Please return an original signed copy of the last page of this letter in the enclosed self-addressed stamped envelope at your earliest convenience. In order to maintain our project schedule, your prompt response is appreciated.

If you have any questions or need additional information, please contact Peter E. Harmet, Bureau Chief of Programming, at (847) 705-4393.

Very truly yours,

Diane M. O'Keefe, P.E.  
Deputy Director of Highways,  
Region One Engineer

By:   
Clarita R. Lao, P.E.  
Engineer of Program Development

cc: Mr. John Burke, P.E., Transportation Director  
Mr. David Jennings, P.E., Director of Public Works

Project and Environmental Studies  
Emerson Street  
Over North Shore Channel  
Cook County

Concur with project scope as outlined above.

Concur X

Do Not Concur \_\_\_\_\_

Signature Rolanda B. Russell

Title Acting City Manager

Date July 23, 2007

Concur with lighting costs as outlined above.

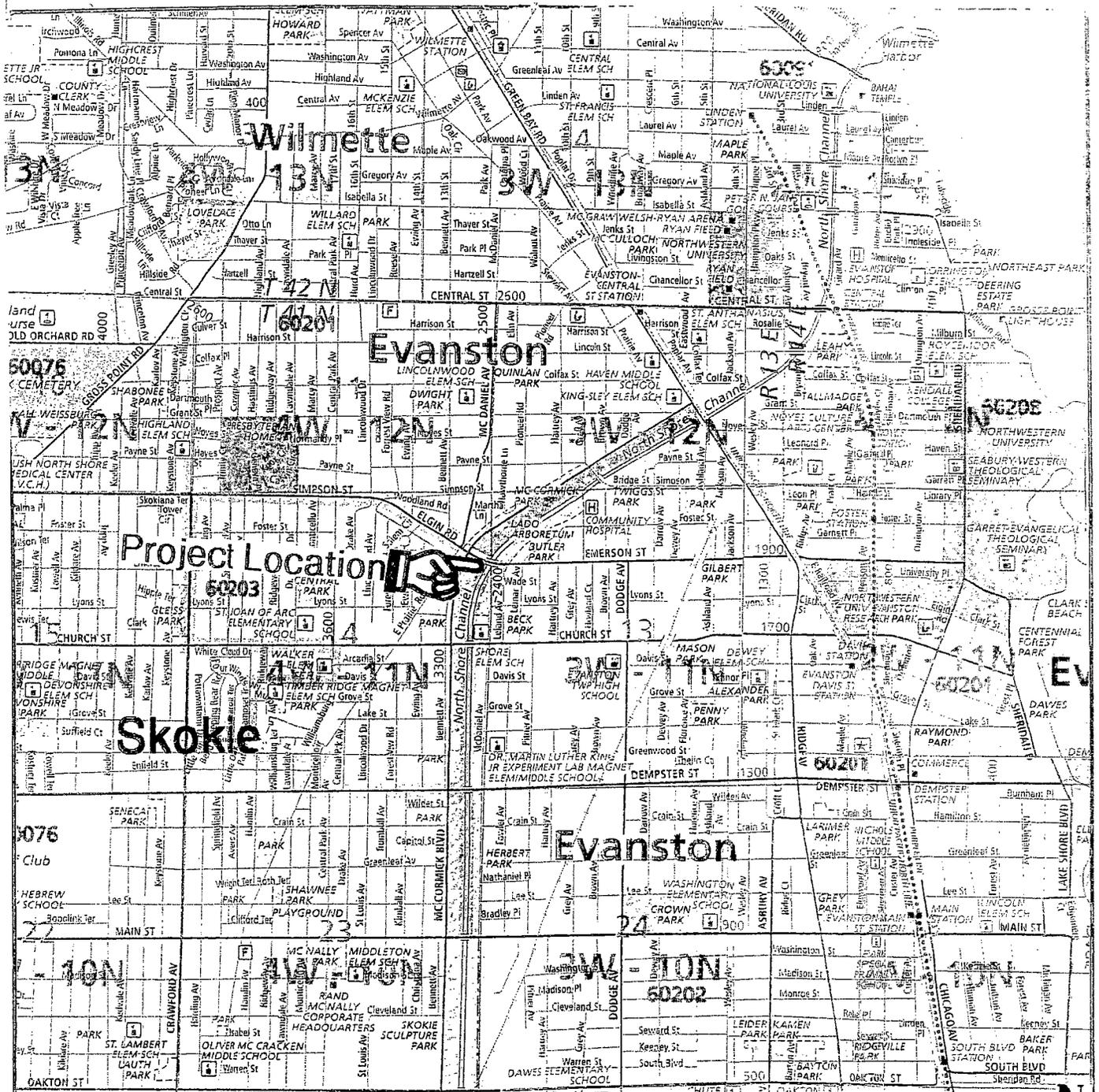
Concur X

Do Not Concur \_\_\_\_\_

Signature Rolanda B. Russell

Title Acting City Manager

Date July 23, 2007



**Location Map**  
**Proposed Improvement: Emerson Street (FAU 1312)**

Over The North Shore Channel  
 City of Evanston & Village of Skokie  
 Cook County

Job # P-91-002-06  
 Structure # 016-0655 (Existing)  
 016-2858 (Proposed)





9/12/2007  
7/12/2007

**39-R-07**

**A RESOLUTION**

**Instructing the City Clerk to Submit,  
for the February 5, 2008 Ballot,  
a Referendum for a Proposal  
to Increase the Real Estate Transfer Tax  
with the Additional Revenue Dedicated  
to the Evanston Police and Firefighters Pension Funds**

**WHEREAS**, the Illinois General Assembly, specifically in 65 ILCS §5/8-3-19, allows home rule municipalities to increase their own Real Estate Transfer Taxes only by means of referendum; and

**WHEREAS**, the City of Evanston is a home rule municipality under Article VII of the 1970 Illinois Constitution; and

**WHEREAS**, a report, dated September 5, 2007, from Gabriel, Roeder, Smith, and Company, the City's actuarial consultant, values the total unfunded liability of the City of Evanston Police Pension Fund and City of Evanston Firefighters Pension Fund at approximately \$140 million; and

**WHEREAS**, increasing the Evanston Real Estate Transfer Tax from five dollars (\$5.00) for every one thousand dollars (\$1,000.00) of value, or fraction thereof, per transaction, to six dollars (\$6.00) for every one thousand dollars (\$1,000.00) of value, or fraction thereof, per transaction, and dedicating the additional revenue to the City of Evanston Police Pension Fund and City of Evanston Firefighters Pension Fund is an effective way to reduce the unfunded liability of said Funds,

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

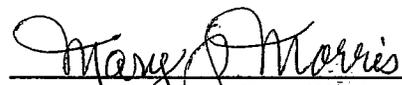
**SECTION 1:** The City Clerk is hereby instructed to submit a referendum to the proper election authorities for the February 5, 2008 ballot, for all legal voters residing in the City of Evanston, to vote upon the following question:

Shall the City of Evanston impose a real estate transfer tax increase of twenty percent (20%) to establish a new transfer tax rate of six dollars (\$6.00) for every one thousand dollars (\$1,000.00) of value, or fraction thereof, to be paid by the seller of the real estate transferred? The current rate of the real estate transfer tax is five dollars (\$5.00) for every one thousand dollars (\$1,000.00) of value, or fraction thereof, and the revenue is used for the City's general fund. The revenue from the increase is to be used for the funding of the City's Police and Firefighters' Pension Funds, with fifty cents (\$0.50) of each dollar going to the City of Evanston Police Pension Fund and fifty cents (\$0.50) of each dollar going to the City of Evanston Firefighters' Pension Fund.

**SECTION 2:** That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: September 24, 2007

7/30/2007

**40-R-07**

**A RESOLUTION**

**Expressing Disapproval in the Decision made by  
the State of Indiana's Department of Environmental Management  
to Allow BP to Release Additional Pollutants into Lake Michigan**

**WHEREAS**, the Great Lakes are the largest surface freshwater system on the planet; and

**WHEREAS**, the Great Lakes account for ninety five percent (95%) of the United States' surface fresh water and about twenty one percent (21%) of the world's supply; and

**WHEREAS**, the Great Lakes provide drinking water for more than thirty (30) million Americans; and

**WHEREAS**, the City of Evanston pumps an average of sixteen billion five hundred million gallons (16.5 billion gal.) of water annually from Lake Michigan; and

**WHEREAS**, this water is vital to the health, welfare, and economic well-being of over three hundred fifty thousand (350,000) residents of the City of Evanston, Skokie, Arlington Heights, Buffalo Grove, Wheeling and Palatine; and

**WHEREAS**, the "mixing zones" that dilute toxic chemicals discharged into the Great Lakes system have been controversial as a possible threat to humans, fish and wildlife; and

**WHEREAS**, the Great Lakes are plagued by pollutants such as mercury, PCBs, ammonia, DDT, alkylated lead, hexachlorobenzene, TCDD, toxaphene, and others; and

**WHEREAS**, high amounts of ammonia can cause algae blooms that threaten fish and water quality; and

**WHEREAS**, the City of Evanston shares the shoreline of Lake Michigan with the British Petroleum ("BP") plant located in Whiting, Indiana; and

**WHEREAS**, the Indiana Department of Environmental Management recently issued a permit to BP to allow their facility in Whiting, IN to release fifty four percent (54%) more ammonia and thirty five percent (35%) more total suspended solids into Lake Michigan each day; and

**WHEREAS**, the BP Whiting facility will now be allowed to dump an average of one thousand five hundred eighty four pounds (1,584 lbs.) of ammonia and four thousand nine hundred twenty five pounds (4,925 lbs.) of total suspended solids daily into Lake Michigan; and

**WHEREAS**, the Great Lakes already face myriad challenges from chemicals and pollutants, including a steep increase in fish consumption warnings and record numbers of beach closures; and

**WHEREAS**, the City of Evanston has a clear role in protecting the Great Lakes, and in particular Lake Michigan, as a clean and safe water supply, that benefits the health, welfare, recreational, aesthetic and economic needs of its residents and residents of the State of Illinois; and

**WHEREAS**, on July 25, 2007, the Congress of the United States overwhelmingly approved House Concurrent Resolution 187, which expresses Congress's disapproval of the Indiana Department of Environmental Management's issuance of said permit to BP; and

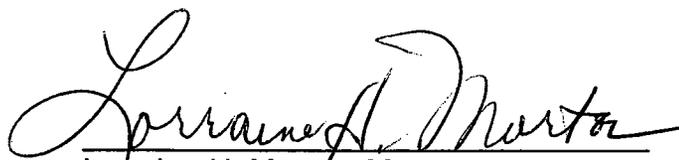
**WHEREAS**, the City hereby officially affirms, endorses, and joins the Congress of the United States in the recommendations of House Concurrent Resolution 187, which are as follows:

1. Congress expresses its disapproval of the Indiana Department of Environmental Management's issuance of a permit allowing BP to increase their daily dumping of ammonia and total suspended solids into Lake Michigan;
2. Congress urges the State of Indiana to reconsider issuance of a permit allowing BP to increase their daily dumping of ammonia and total suspended solids into Lake Michigan;
3. Congress should take action to protect and restore the Great Lakes;
4. The United States Environmental Protection Agency's actions in the Great Lakes basin should be consistent with the goal of preserving and restoring the Great Lakes; and
5. The United States Environmental Protection Agency should not allow increased dumping of chemicals and pollutants into the Great Lakes.

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

**SECTION 1:** That the Mayor is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston, this Resolution.

**SECTION 2:** That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: August 13, 2007

7/30/2007

**41-R-07**

**A RESOLUTION**

**Authorizing the City Manager to Sign a Letter of Intent  
with the Illinois Department of Transportation  
to transfer ownership of Sheridan Road  
between South Boulevard and Isabella Street**

**WHEREAS**, the City of Evanston (hereinafter "CITY") seeks to rehabilitate Sheridan Road in Evanston to City and State standards; and

**WHEREAS**, Sheridan Road is included in the City Council approved Five-Year Street Improvement Program (2007-2011); and

**WHEREAS**, the City's construction cost estimate for rehabilitating Sheridan Road between South Boulevard and Isabella Street is six million four hundred thousand dollars (\$6,400,000.00); and

**WHEREAS**, the Illinois Department of Transportation (hereinafter "IDOT") will dedicate five million eight hundred thousand twenty-four dollars (\$5,824,300.00) in state and federal funding toward the rehabilitation of Sheridan Road between South Boulevard and Isabella Street conditional on the ultimate transfer of maintenance and jurisdiction of this section of Sheridan Road; and

**WHEREAS**, five hundred ninety-nine thousand two hundred dollars (\$599,200.00) in City match is required, which represents only nine and three-tenths percent (9.3%) of the estimated total construction cost; and

WHEREAS, the CITY entered into an Agreement with IDOT in 2006 to accept federal funding earmarked toward Sheridan Road conditional on jurisdictional transfer of the road;

WHEREAS, the City Council of the City of Evanston has determined it is in the best interests of the City to move forward with the project as proposed,

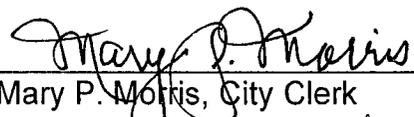
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager is hereby authorized to sign the Letter of Intent with the Illinois Department of Transportation, dated July 12, 2007 and attached as Exhibit 1 and made a part hereof.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: August 13, 2007

EXHIBIT 1

**IDOT Letter of Intent  
Emerson Street Bridge Project  
Over the North Shore Channel  
July 12, 2007**

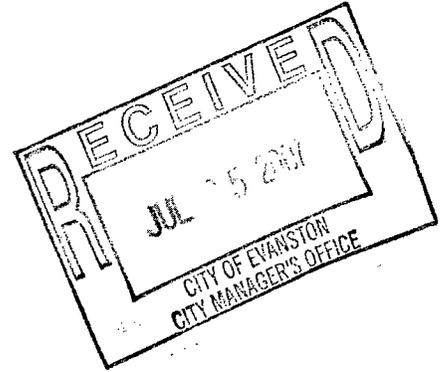


# Illinois Department of Transportation

Division of Highways/Region One / District One  
201 West Center Court/Schaumburg, Illinois 60196-1096

July 12, 2007

Ms. Julia Carroll  
Manager  
City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201



Dear Ms. Carroll:

The Department has received your letter dated June 14, 2007 regarding State participation in the proposed improvements along Sheridan Road in the City of Evanston, as outlined in the May 17, 2007 Letter of Intent. Subsequent coordination between IDOT and City of Evanston staff has resulted in the need to modify the May 17, 2007 Letter of Intent. This letter shall serve as a new Letter of Intent for the improvement and ultimate transfer of maintenance and jurisdiction of Sheridan Rd from Ridge Avenue to South Boulevard to the City of Evanston.

There are currently three sources of federal funds dedicated to the improvement of Sheridan Road in the City of Evanston. This funding includes:

- \$800,000 federal funding (HPP-SAFETEA LU) requiring a \$200,000 local match
- \$427,500 federal funding (section 117) requiring no local match
- \$1,596,800 federal funding (HPP-SAFETEA LU) requiring a \$399,200 local match

The current funding allocated to the improvement of Sheridan Road in the City of Evanston totals to \$2,824,300 (federal) and \$599,200 (required local match).

The City of Evanston has requested that additional funding be dedicated to the improvement of Sheridan Road in the City of Evanston in exchange for a jurisdictional transfer of this road from State of Illinois to the City of Evanston. The Department is amenable to this request. The Department will financially participate in the non-federal portion of the payable construction items for the locally initiated improvement along Sheridan Road in the City of Evanston, in lieu of resurfacing this portion of Sheridan Road. The total anticipated State participation in the subject project shall not exceed \$3,000,000. In exchange for State financial participation, the jurisdiction of Sheridan Road in the City of Evanston will be transferred from IDOT to the City. The exact limits of the jurisdictional transfer will be as follows.

Ms. Julia Carroll

July 12, 2007

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The jurisdictional transfer of Sheridan Road will be from the intersection of Ridge Avenue, Isabella Street, and Sheridan Road to the north edge of pavement of South Boulevard, a distance of approximately 3.25 miles. Sheridan Rd from the intersection of Ridge Avenue, Isabella Street, and Sheridan Road to the northern City of Evanston corporate limits is already being jurisdictionally transferred to the City of Evanston as part of another locally initiated Sheridan Road project for which the Village of Wilmette is the lead agency. Upon execution of these two jurisdictional transfers, Sheridan road within the corporate limits of Evanston north of South Boulevard will be entirely under City of Evanston jurisdiction. Sheridan Road within the City of Evanston is known by multiple names including Sheridan Road, Forest Place, Forest Avenue, and Burnham Place. All of these sections of Sheridan Road, regardless of name, will be included in the jurisdictional transfer, and may be viewed on the attached maps.

It is our understanding that the City wishes to move forward with this project as quickly as possible, and will accept a transfer of maintenance and jurisdiction of the subject roadway in its present condition, which will allow the City to complete plans and begin construction in the most expeditious manner possible. Funding for reimbursement to the City of Evanston is currently included in the Department's Fiscal Year 2008-2013 Proposed Highway Improvement Program.

The City of Evanston will continue to act as the lead agency and will continue to coordinate this improvement through the District's Bureau of Local Roads & Streets. The jurisdiction of Sheridan Road will be transferred 21 days after execution of the formal intergovernmental agreement for the aforementioned locally initiated project. If you are in general agreement with the above, please complete the concurrence signature block at the end of this letter and return the signed original to this office at your earliest convenience. This Letter of Intent, once executed, will be used as the basis for preparation of the formal intergovernmental agreement between the Department and the City. In the fiscal year the reimbursement funds become available, a separate formal intergovernmental agreement between the Department and the City will be prepared to facilitate payment of the reimbursement.

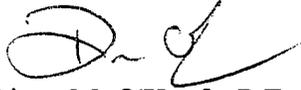
Ms. Julia Carroll

July 12, 2007

Page three

If you have any questions or need additional information, please contact me or Mr. Steve Mastny, Area Programmer, at (847) 705-4075.

Very truly yours,

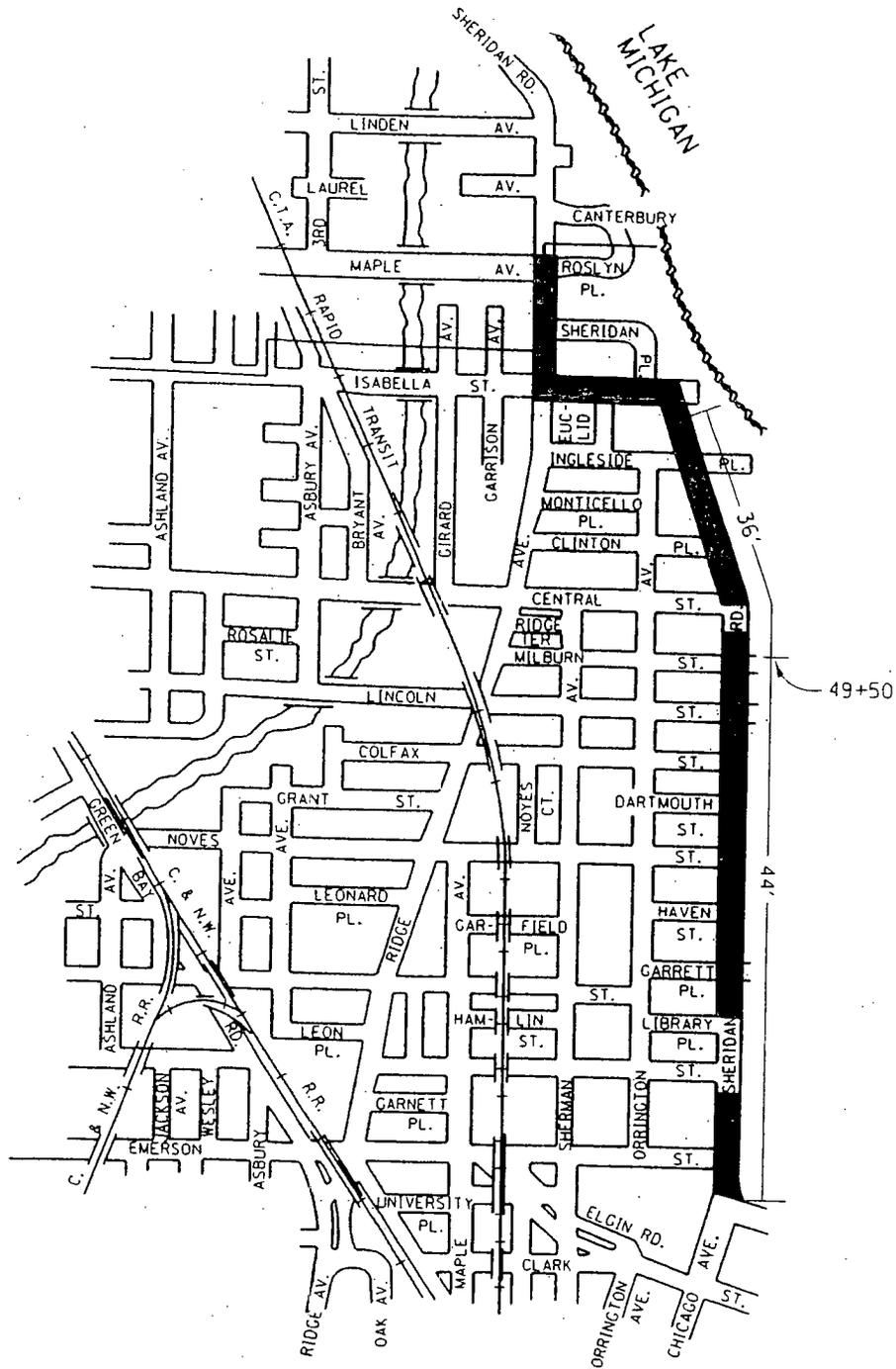


Diane M. O'Keefe, P.E.  
Deputy Director of Highways,  
Region One Engineer

Concur Julia A. Carroll  
Do Not Concur \_\_\_\_\_  
Title City Manager  
Date 8-22-07

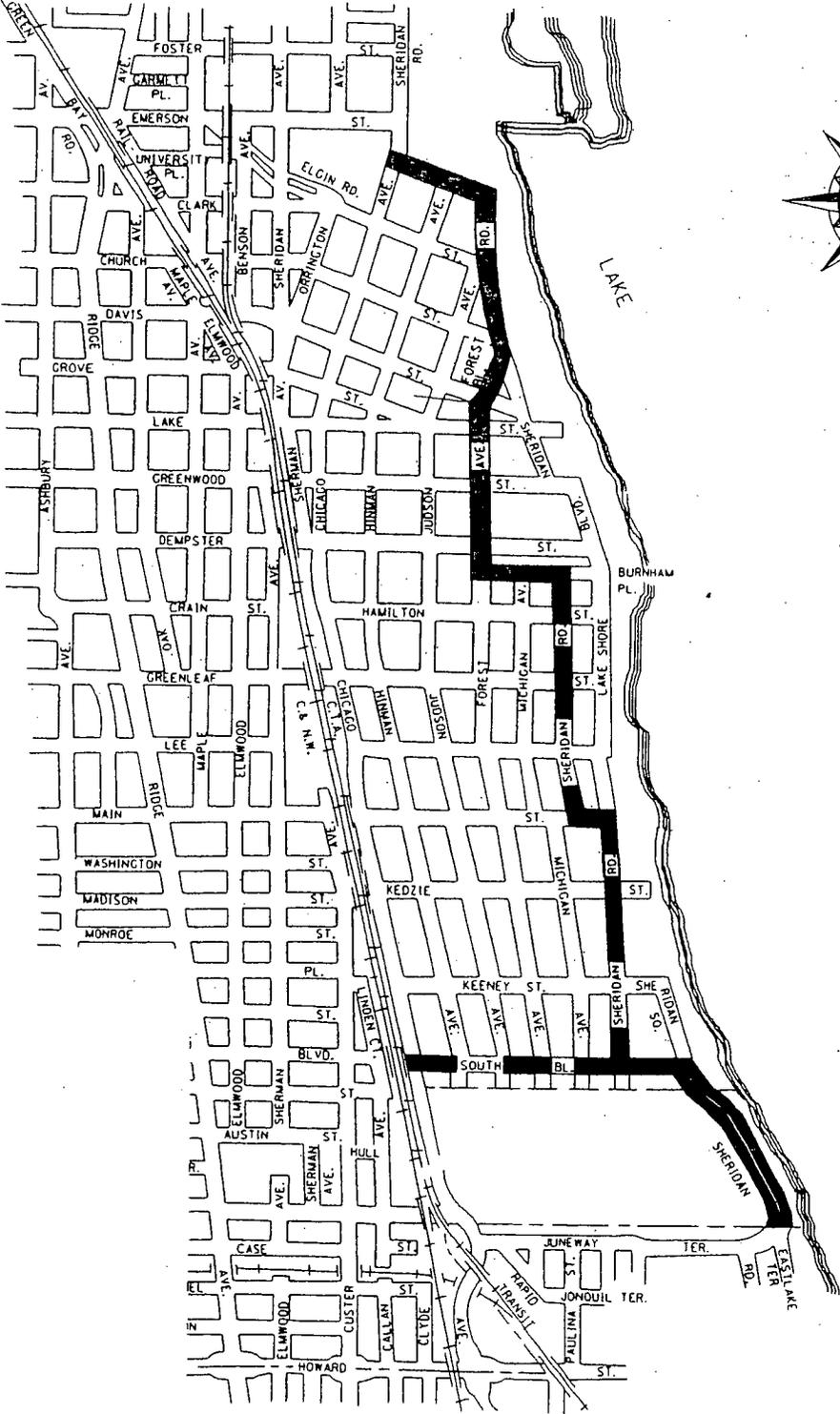
# Sheridan Road in Evanston, IL

## North Section



# Sheridan Road in Evanston, IL

## South Section



**42-R-07**

**A RESOLUTION**

**Authorizing the City Manager to  
Execute a Construction Agreement by and between the  
City of Evanston and Community Animal Rescue Effort Friends  
of the Evanston Animal Shelter, Inc.**

WHEREAS, the City of Evanston (hereinafter, the "City") and Community Animal Rescue Effort Friends of the Evanston Animal Shelter, Inc. (hereinafter, "C.A.R.E.") currently operate an animal shelter (hereinafter, the "Shelter") located at 2310 Oakton Avenue, Evanston, Illinois (hereinafter, the "Property"); and

WHEREAS, the City, as Landlord, and C.A.R.E., as Tenant, have entered into that certain Lease (the "Lease"), pursuant to which City is leasing to C.A.R.E. and C.A.R.E. is leasing from City the Property, described in the Lease as the Premises; and

WHEREAS, the City and C.A.R.E. have agreed to undertake certain improvements to the Premises in accordance with a separate Construction Agreement attached hereto as Exhibit A and incorporated hereby by reference; and

WHEREAS, this Agreement shall serve as such separate Construction Agreement, and shall set forth the terms and conditions upon which improvements to the Premises shall be undertaken and funded.

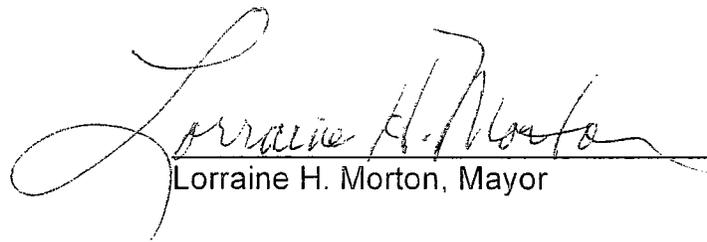
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** That the City Council finds the foregoing recitals as fact and makes them a part hereof.

**SECTION 2:** That the City Manager is hereby authorized and directed to sign and the City Clerk hereby authorized and directed to attest, on behalf of the City of Evanston, a Construction Agreement with the City of Evanston and Community Animal Rescue Effort Friends of the Evanston Animal Shelter, Inc. for the purpose of effecting certain improvements to the C.A.R.E. Shelter Premises.

**SECTION 3:** That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the Agreement she deems beneficial to the City.

**SECTION 4:** That this Resolution 42-R-07 shall be in full force and effect from and after the date of its passage and approval in the manner required by law.

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: August 13, 2007

EXHIBIT A

**Construction Agreement by and between the City of Evanston  
and Community Animal Rescue Effort Friends of the Evanston  
Animal Shelter, Inc.**

## CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into by and between the City of Evanston ("City") and Community Animal Rescue Effort Friends of the Evanston Animal Shelter, Inc. ("C.A.R.E"), an Illinois not-for-profit corporation, as of this Sept 4, 2007.

### RECITALS

WHEREAS, City and C.A.R.E. currently operate an animal shelter (the "Shelter") located at 2310 Oakton Avenue, Evanston, Illinois (the "Property"); and

WHEREAS, City, as Landlord, and C.A.R.E., as Tenant, have entered into that certain Lease (the "Lease"), pursuant to which City is leasing to C.A.R.E. and C.A.R.E. is leasing from City the Property, described in the Lease as the Premises; and

WHEREAS, City and C.A.R.E. have agreed to undertake certain improvements to the Premises in accordance with a separate Construction Agreement; and

WHEREAS, this Agreement shall serve as such separate Construction Agreement, and shall set forth the terms and conditions upon which improvements to the Premises shall be undertaken and funded.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and C.A.R.E. hereby agree as follows:

### AGREEMENT

1. The Improvements. City and C.A.R.E. (collectively, the "Parties" and individually, a "Party") agree that the Parties shall reasonably work together to timely develop, coordinate and arrange at the Premises certain alterations, additions and improvements (the "Improvements") in order to allow the Premises to better serve as the location for the operation of an animal shelter by the Parties in accordance with the terms of this Agreement.

2. Design Development.

2.1 *Selection of Architect.* Within thirty (30) calendar days after the completion of the Environmental Analysis in accordance with Section 10 of this Agreement, City shall establish a Request for Qualifications and/or a Request for Proposals ("RFQ/RFP") architect review and selection committee ("Committee"), and, at the election of C.A.R.E., at least one representative of C.A.R.E. shall participate as an equal member of the Committee. Such Committee shall work together to promptly select a qualified architect (the "Architect").

Within thirty (30) calendar days after establishing the Committee, City shall produce to C.A.R.E. a draft RFQ/RFP that, when finalized, will be used to solicit bids from qualified architects for the purpose of designing the Improvements. C.A.R.E. shall have ten (10) business days after receipt of such RFQ/RFP to provide comments to the City, which comments shall be reasonably incorporated into the final RFQ/RFP.

Within sixty (60) calendar days after the Committee's selection of the Architect, City shall use good faith efforts to negotiate and enter into any agreements with such Architect as may be necessary regarding the design and construction of the Improvements. City shall keep C.A.R.E. apprised, at all times during such negotiations, of the status of the same, and C.A.R.E. may, but shall not be obligated to, attend such negotiations. Following the negotiation of a proposed agreement with the Architect for the design and construction of the Improvements, City shall submit the proposed agreement for approval by the City Council no later than the next regularly-scheduled City Council meeting.

2.2 *Plans and Specifications.* Promptly after the City Council's approval of the proposed agreement with the Architect, City shall cause the Architect to produce initial plans and specifications for the Improvements (the "Plans and Specifications"). The Plans and Specifications shall be generally consistent with the type, layout, location, and configuration of the Improvements described in the Preliminary Design Plan set forth in Exhibit A attached hereto and made a part hereof. C.A.R.E. shall be invited to participate as a full partner in all project-related meetings during the course of the preparation of such Plans and Specifications, and may volunteer advice and consent on the same at any time. City shall periodically submit progressive working drawings of such Plans and Specifications to C.A.R.E. for review and recommendations. Upon completion of the Plans and Specifications, City shall provide C.A.R.E. with a draft copy of the same, and C.A.R.E. shall review and comment on the same within fifteen (15) calendar days after receipt thereof. In the event C.A.R.E. states that, as designed, the Plans and Specifications materially deviate from the Preliminary Design Plan or would materially affect C.A.R.E.'s ability to conduct the Permitted Use under the Lease, City shall, within thirty (30) calendar days after receipt of such oral or written notification, cause Architect to make such changes as may be necessary to reasonably address C.A.R.E.'s concerns.

3. Budget and Construction. Concurrently with the production of the Plans and Specifications, City and C.A.R.E., with the assistance of the Architect, shall complete a budget (the "Budget") for the Improvements reasonably acceptable to both City and C.A.R.E., setting forth the various costs anticipated to be incurred in connection with the design and construction of the Improvements, as well as the allocation of contributions to be made to cover such costs by both City and C.A.R.E., and certain benchmarks upon which each Party is required to make such payments. The total cost of the Improvements as set forth in the approved Budget shall not exceed One Million and 00/100 Dollars (\$1,000,000.00) (the "Total Budget Amount"), of which Four-Hundred Seventy Thousand and 00/100 Dollars (\$470,000.00) have been committed by the City as of the Effective Date. In addition, the total amount to be contributed by C.A.R.E. from time to time toward costs contained in the Budget ("C.A.R.E.'s Contribution") will be Five-

Hundred Thousand and 00/100 Dollars (\$500,000.00). Within thirty (30) calendar days after the completion of the Environmental Analysis in accordance with Section 10 of this Agreement, but subject to the provisions of Section 10 of this Agreement, C.A.R.E. shall establish an escrow account and place therein Three-Hundred Thousand and 00/100 Dollars (\$300,000.00) that will be used toward C.A.R.E.'s Contribution. Within thirty (30) calendar days of the completion and approval of the final Plans and Specifications described in Section 2.2, above, C.A.R.E. shall place into the escrow account described in this Paragraph an additional One-Hundred Thousand and 00/100 Dollars (\$100,000.00) that will be used towards C.A.R.E.'s Contribution. Within thirty (30) calendar days of the commencement of construction of the Improvements described in this Agreement, C.A.R.E. shall place into the escrow account described in this Paragraph the remaining One-Hundred Thousand and 00/100 Dollars (\$100,000.00) that will be used towards C.A.R.E.'s Contribution.

No later than thirty (30) calendar days after the Effective Date, the City shall establish a separate account and place therein Four-Hundred Seventy Thousand and 00/100 Dollars (\$470,000.00) that will be used toward the City's contribution to the Total Budget Amount.

In the event City and C.A.R.E. cannot complete a Budget approved by both City and C.A.R.E. on or before the date of final approval of the Plans and Specifications, then the Parties shall seek budgetary assistance by invoking dispute resolution in accordance with Section 20.5 of the Lease.

If at any time after approval of the Budget and Plans and Specifications, unexpected costs in excess of the Total Budget Amount are incurred, City shall solely be responsible for payment of the first Thirty Thousand and 00/100 Dollars (\$30,000.00). Afterward, costs incurred in excess of the Total Budget Amount shall be shared between the parties with 50% attributed to C.A.R.E. and 50% attributed to the City, but under no circumstances shall C.A.R.E. be responsible for payment of more than Fifty Thousand and 00/100 Dollars (\$50,000.00) beyond C.A.R.E.'s Contribution, without further approval from C.A.R.E.; additional funds from C.A.R.E. beyond such amount shall require express approval from C.A.R.E.'s Board of Directors, and will collectively constitute "C.A.R.E.'s Supplemental Contribution."

Each Party shall bear its own administrative costs incurred during the design, permitting and construction of the Improvements, and such costs shall not be paid from the Total Budget Amount.

Notwithstanding anything to the contrary in this Agreement or the Lease, City shall solely be responsible for paying for any and all of the costs and expenses associated with the performance of the Environmental Analysis required by Section 10 of this Agreement. Such costs and expenses shall not be paid from the Total Budget Amount.

Upon receipt of any invoice associated with the design or construction of the Improvements, City shall promptly provide C.A.R.E. with a duplicate copy of the invoice for C.A.R.E.'s review and consideration. C.A.R.E. shall review the invoice and either

timely contest the invoice to the City in detail and in writing or remit payment for half of such costs to the City from C.A.R.E.'s escrow account. Once C.A.R.E. remits half of such costs to the City, City shall solely be responsible to make full payments to its contractors during the development, coordination, arrangement, and implementation of the Improvements. City shall keep clear records of invoices, receipts and other documents evidencing the imposition of financial obligations for the Improvements and payments made by the City. City will provide C.A.R.E. with access to or copies of all such records upon request. City will be solely responsible for payment of interest or penalties due to delinquent payments made to City's contractors and such amount shall not be deducted from the Total Budget Amount.

#### 4. Construction.

4.1 *Construction.* Utilizing a general contractor and subcontractors selected according to the City's purchasing rules and regulations, City shall cause to be constructed and installed the Improvements, as described in the approved Plans and Specifications, in accordance with a construction schedule ("Construction Schedule") that must be included in the contract between the City and such general contractor and/or subcontractors. In no case shall the Construction Schedule in the contract between the City and the general contractor and/or subcontractors exceed a time period of three hundred sixty-five (365) days from the effective date of such contract, except if such delays are caused by a Force Majeure Event. City shall be responsible for paying all permit and inspection fees and obtaining all required permits on the Premises, in accordance with the Plans and Specifications. City shall ensure that the Improvements are constructed in compliance with all applicable laws and regulations and in a good, workman-like and lien-free manner. City shall be responsible, at its sole cost and expense, to correct any and all violations of and/or comply with all building, fire, seismic, or other applicable codes as such violations or compliance obligations relate to the construction of the Improvements.

City shall work with C.A.R.E. and use its best efforts to ensure that construction of the Improvements is promptly commenced in accordance with the final Plans and Specifications within ninety (90) calendar days after approval of the final Plans and Specifications. The Parties shall also work closely together to ensure that construction of the Improvements is timely completed in accordance with the Budget and the Construction Schedule.

4.2 *C.A.R.E. Cooperation.* C.A.R.E. will execute all required applications, documents, and easements reasonably required in connection with the construction of the Improvements, within fifteen (15) calendar days of City's request for the same. C.A.R.E. will reasonably cooperate with City with respect to such other matters as to which City may reasonably request C.A.R.E.'s assistance in connection with the development of the Plans and Specifications and the construction of the Improvements.

5. Revisions to Plans and Specifications. If City determines that it is necessary to revise the approved Plans and Specifications, City shall deliver such revised plans ("Revised Plans and Specifications") to C.A.R.E. in writing for its review and comment.

Such Revised Plans and Specifications shall not materially affect C.A.R.E.'s ability to conduct the Permitted Use (as defined in the Lease) at the Premises after completion of the Improvements or materially deviate from the Preliminary Design Plans attached hereto as Exhibit A. The Revised Plans and Specifications shall replace the earlier Plans and Specifications and be incorporated herein as though the Revised Plans and Specifications were the original Plans and Specifications.

6. City and C.A.R.E. Representatives. Each Party shall designate a representative with respect to the matters set forth in this Agreement. The representative selected by C.A.R.E. shall have full authority and responsibility to act on behalf of C.A.R.E. as required herein. The representative selected by the City shall have full authority and responsibility to act on behalf of the City, except as limited by any applicable Purchasing Agreement or any applicable laws. Furthermore, any contract changes are required to be approved by the City Council before they become effective. Each Party shall inform the other in writing of any change in its representative.

7. Insurance. City shall not permit City's contractors to commence any work until all required insurance set forth below has been obtained by City's contractors, and certificates evidencing the same have been verified by City. City's contractors shall procure, pay for and maintain during the construction of the Improvements and/or the continuance of their respective work on the Improvements, insurance of the types and in the amounts set forth below, which shall be endorsed in all policies to include City and C.A.R.E. as additional insureds, and which shall provide thirty (30) calendar days prior written notice to City and C.A.R.E. of any alteration or termination of coverage.

City's contractors shall procure, pay for and keep in full force and effect:

(a) *Commercial General Liability Insurance:* Commercial General Liability insurance with respect to the Premises and the operations on or on behalf of City's contractors in, on or about the Premises, including but not limited to personal injury, product liability (if applicable), blanket contractual, broad form property damage liability coverage, with a minimum limit of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate, provided however, that City's General Contractor must have a policy with a minimum limit of Ten Million and 00/100 Dollars (\$10,000,000.00).

(b) *Construction Insurance:* Construction Insurance with limits of liability of not less than Two Million and 00/100 Dollars (\$2,000,000.00).

(c) *Workers' Compensation:* Workers' Compensation coverage as required by law, together with Employer's Liability coverage with a limit of not less than Five-Hundred Thousand and 00/100 Dollars (\$500,000.00).

City's contractors shall provide copies of certificates evidencing insurance required by this Section upon request by City or C.A.R.E.

Further, City shall cause Architect and any engineers involved in the Improvements to maintain an "errors and omissions" policy in limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) on a per occurrence basis.

8. Construction Management. City shall at all times during construction of the Improvements require contractors and subcontractors to keep the Premises and adjacent areas free from accumulations of waste material or rubbish caused by its suppliers, contractors or workmen. Upon completion of the Improvements, City shall ensure that its contractors shall forthwith remove all rubbish and all tools, equipment and surplus materials from and about the Premises and shall leave the Premises clean to the reasonable satisfaction of C.A.R.E. This final clean-up shall include the cleaning of light fixtures, windows, entries and public space affected by the work. Upon completion of Improvements, City shall notify C.A.R.E. that the Improvements have been completed and are available for inspection for conformance with the approved Plans and Specifications.

9. Cooperation. Except as otherwise provided herein, the City agrees to reasonably consider and incorporate all comments and suggestions made by C.A.R.E. and its representatives related to any aspect of the development and implementation of the Improvements. In the event of any dispute between City and C.A.R.E. related to this Agreement, City and C.A.R.E. shall resolve such disputes consistent with Section 20.5 of the Lease.

10. Environmental Impact/Termination. Within fifteen (15) calendar days after the Effective Date, the Parties shall take all actions necessary to hire an environmental consultant to perform an appropriate environmental analysis of the Premises, which must include a reasonable estimate of costs of potential financial impacts on the Improvements due to the presence or possible presence of Hazardous Substances at, on or under the Premises ("Environmental Analysis"). Such Environmental Analysis shall be completed no later than forty-five (45) calendar days after the Effective Date by a qualified environmental consultant, mutually acceptable to the Parties, and in accordance with the then-current American Society for Testing and Materials Standards and applicable federal and state environmental regulations. The environmental consultant shall be required to provide to both Parties a final written report documenting the findings and conclusions of the Environmental Analysis. The City shall pay for all of the costs and expenses of the Environmental Analysis in accordance with Section 3 of this Agreement. For purposes of this Agreement, the Environmental Analysis shall be deemed to be completed when the final report of such Environmental Analysis is provided to both City and C.A.R.E.

Based on the results of the Environmental Analysis and notwithstanding anything contrary in this Agreement, either Landlord or Tenant ("Notifying Party") may Terminate this Agreement within thirty (30) calendar days after receiving the final report of the Environmental Analysis by sending written notice to the other Party ("Recipient Party") if Hazardous Substances are identified at the Premises that would make the completion of the Improvements economically infeasible. If the Recipient Party, within ten (10) calendar days after receipt of such notice, does not deliver a written response to the Notifying Party expressing disagreement as to whether the Improvements are

economically infeasible, this Agreement shall terminate as of the date specified in said notice with no further liability to Landlord or Tenant except as otherwise provided under this Agreement and the Lease. In the event of any disagreement between Landlord and Tenant as to whether the Improvements are economically infeasible within the meaning of this Section 10, Landlord and Tenant shall resolve such dispute consistent with Section 20.5 of the Lease.

Landlord or Tenant may also terminate this Agreement if Hazardous Substances are later identified at the Premises that would make the completion of the Improvements economically infeasible, consistent with Section 17.5 of the Lease.

If the Agreement is terminated in accordance with this Section 10, City shall pay to C.A.R.E. the Termination Repayment Amount described in Section 12.5 of the Lease.

11. Local Employment Program. In addition to the required elements of any contract between the City and third parties, the Parties voluntarily agree to use their best efforts to include the City's Local Employment Program in the selection of an Architect, contractors, subcontractors, and other workers during the design and construction of Improvements, to the extent that utilizing such program does not materially increase the cost of such Improvements.

12. Indemnification. Each Party ("Indemnitor") shall indemnify the other Party ("Indemnitee") against, and hold the Indemnitee harmless from, any and all liabilities, damages (except special, indirect or consequential damages), claims, fees, penalties and costs (including reasonable attorneys' fees in defending against claims) arising out of the actions or omissions of the Indemnitor in connection with the planning and construction of the Improvements contemplated under this Agreement, except to the extent caused by the negligence or willful misconduct of Indemnitee.

13. Default. If either Party defaults in its obligations set forth in this Agreement and fails to cure such default within five (5) calendar days after written notice from the other Party, then the non-defaulting Party shall be entitled to terminate this Agreement and the Lease, and City shall pay to C.A.R.E. the Termination Repayment Amount described in Section 12.5 of the Lease.

14. Entire Agreement: Modification. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein contained and all prior negotiations, discussions, writings and agreements between the Parties with respect to the subject matter herein contained are superseded and of no further force and effect. No covenant, term or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by the party charged with such waiver.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

17. Severability. The unenforceability or invalidity of any provisions hereof shall not render any other provision herein contained unenforceable or invalid.

18. 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 instrument.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest day and year written below ("Effective Date").

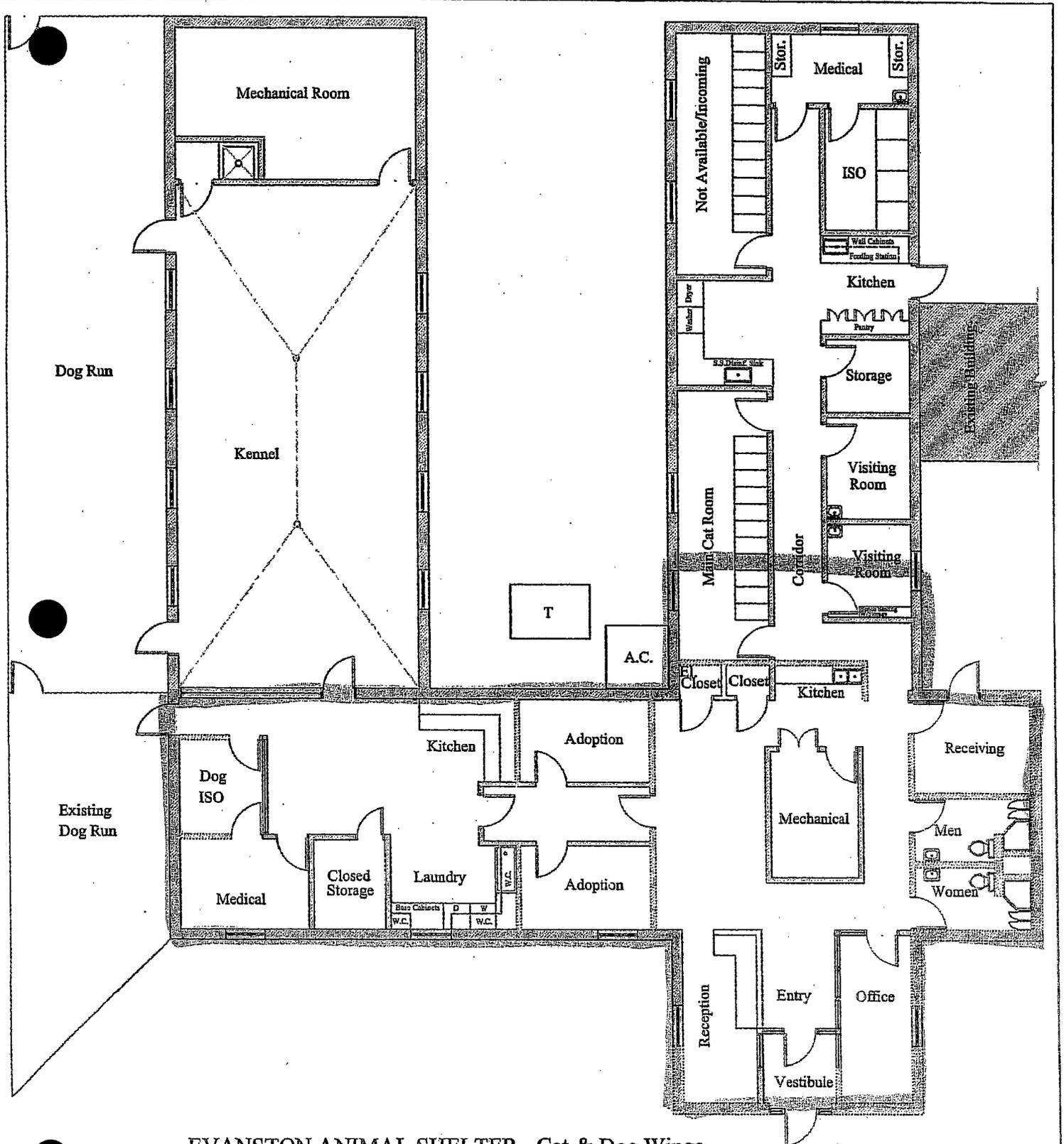
CITY OR EVANSTON:

By: Julia A. Canell  
Its: City Manager

COMMUNITY ANIMAL RESCUE  
EFFORT FRIENDS OF THE EVANSTON  
ANIMAL SHELTER, INC.:

[Signature]  
By: LINDA J GERS 9/14/07  
Its: PRESIDENT

**EXHIBIT B**  
**PRELIMINARY DESIGN PLAN**



**EVANSTON ANIMAL SHELTER - Cat & Dog Wings**  
 10/15/05



**43-R-07**

**A RESOLUTION**

**Authorizing the City Manager to  
Execute a Lease Agreement by and between the  
City of Evanston and Community Animal Rescue Effort Friends of the  
Evanston Animal Shelter, Inc.**

**WHEREAS**, the City of Evanston, Illinois, (hereinafter, the "Landlord" or the "City") and Community Animal Rescue Effort Friends of the Evanston Animal Shelter, Inc., (hereinafter, the "Tenant" or "C.A.R.E.") have entered into a certain Lease Agreement (hereinafter, the "Lease") attached hereto and incorporated herein by reference as Exhibit 1, pursuant to which City leases to C.A.R.E. and C.A.R.E. leases from the City a property, described in the Lease as the Premises; and

**WHEREAS**, the Landlord owns the Premises, as herein defined, and Landlord and Tenant together collectively operate the Evanston Animal Shelter ("Shelter") located at the Premises; and

**WHEREAS**, the role of C.A.R.E. historically has been and is to maintain the health and welfare of the animals brought into the Shelter by the City's animal control office or by citizens, and to undertake other activities in accordance with C.A.R.E.'s mission statement and the sample list of activities attached as Exhibit E; and

**WHEREAS**, the role of the City has been and is to exercise its animal control functions, including the enforcement of the City's animal regulatory laws and any other laws, statutes or ordinances applicable to animals within the City; to investigate allegations or incidences of animal abuse and/or neglect; and to provide for general maintenance of the Shelter, including the funding of building maintenance and supply

costs and animal food and cat litter (as typically described in the *City of Evanston's Animal Control Annual Budget/Appropriation*), as have been previously agreed upon with C.A.R.E.; and

**WHEREAS**, the Landlord and Tenant desire to expand, renovate and improve the Shelter to better serve the needs of the City and its community and further support the humane care and sheltering of animals and adoption of the same; and

**WHEREAS**, due to the substantial expenditures of money and resources necessary to carry out the expansion, renovation and improvement of the Shelter, as well as the Parties' ongoing commitment to the ongoing successful operation of the Shelter, Landlord and Tenant wish to memorialize the relationship between the City and C.A.R.E. and recognize their roles, responsibilities, and authorities with respect to the operation of the Shelter.

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

**SECTION 1:** That the City Council finds the foregoing recitals as fact and makes them a part hereof.

**SECTION 2:** That the City Manager is hereby authorized and directed to sign and the City Clerk hereby authorized and directed to attest, on behalf of the City of Evanston, a Lease Agreement with the City of Evanston and Community Animal Rescue Effort Friends of the Evanston Animal Shelter, Inc., for the purpose of humane care and sheltering of animals and adoption of the same.

**SECTION 3:** That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the Agreement she deems beneficial to the City.

**SECTION 4:** That this Resolution 43-R-07 shall be in full force and effect from and after the date of its passage and approval in the manner required by law.

  
\_\_\_\_\_  
Lorraine H. Morton, Mayor

Attest:

  
\_\_\_\_\_  
Mary P. Morris, City Clerk

Adopted: August 13, 2007

EXHIBIT 1

**Lease Agreement by and between the City of Evanston and  
Community Animal Rescue Effort Friends of the Evanston Animal  
Shelter, Inc.**

**LEASE AGREEMENT**

**between**

**The City of Evanston, Illinois, an Illinois Municipal Corporation, as Landlord**

**and**

**Community Animal Rescue Effort Friends of the Evanston Animal Shelter, Inc., an Illinois  
not-for-profit corporation, as Tenant**

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## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the Effective Date by and between the City of Evanston, Illinois, an Illinois municipal corporation, having its office at 2100 Ridge Avenue, Evanston, Illinois, 60201 ("Landlord" or "City") and Community Animal Rescue Effort Friends of the Evanston Animal Shelter, Inc., an Illinois not-for-profit corporation, having its office at 2310 Oakton, Evanston, Illinois 60202 ("Tenant" or "C.A.R.E").

### RECITALS

**WHEREAS**, Landlord owns the Premises, as herein defined, and Landlord and Tenant together collectively operate the Evanston Animal Shelter ("Shelter") located at the Premises; and

**WHEREAS**, the role of C.A.R.E. historically has been and is to maintain the health and welfare of the animals brought into the Shelter by the City's animal control office or by citizens, and to undertake other activities in accordance with C.A.R.E.'s mission statement and the sample list of activities attached as Exhibit E; and

**WHEREAS**, the role of the City has been and is to exercise its animal control functions, including the enforcement of the City's animal regulatory laws and any other laws, statutes or ordinances applicable to animals within the City; to investigate allegations or incidences of animal abuse and/or neglect; and to provide for general maintenance of the Shelter, including the funding of building maintenance and supply costs and animal food and cat litter (as typically described in the *City of Evanston's Animal Control Annual Budget/Appropriation*), as have been previously agreed upon with C.A.R.E.; and

**WHEREAS**, Landlord and Tenant desire to expand, renovate and improve the Shelter to better serve the needs of the City and its community and further support the humane care and sheltering of animals and adoption of the same; and

**WHEREAS**, because of the substantial expenditures of money and resources that will be necessary to carry out the expansion, renovation and improvement of the Shelter, as well as the Parties' ongoing commitment to the ongoing successful operation of the Shelter, Landlord and Tenant wish to memorialize the relationship between the City and C.A.R.E. and recognize their roles, responsibilities and authorities with respect to the operation of the Shelter.

**NOW, THEREFORE**, in consideration and furtherance of, and in accordance with, the terms, covenants, agreements and conditions set forth herein, Landlord and Tenant hereby enter into this Lease.

## INTRODUCTORY ARTICLE

### Basic Lease Provisions.

The provisions of this Article I are intended to be in outline form and may also be addressed in detail in other Articles of this Lease. In the event of any conflict, inconsistency or disagreement between Article I and other Articles in this Lease, the more detailed Article shall prevail.

LANDLORD: City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201  
Attn: Julia Carroll, City Manager

TENANT: Community Animal Rescue Effort  
2310 Oakton Avenue  
Evanston, IL 60202  
Attn: Linda Gelb, President

with a copy to: Baker & McKenzie, LLP  
130 East Randolph  
Suite 3500  
Chicago, Illinois, 60601  
Attn: Steven J. Murawski

PARTIES: The City of Evanston, as Landlord, and  
Community Animal Rescue Effort Friends of  
the Evanston Animal Shelter, Inc., as Tenant.

EFFECTIVE DATE: The last date when the Landlord and the  
Tenant have both signed this Lease.

IMPROVEMENTS: Improvements shall be defined by Article V  
of this Lease.

RENT COMMENCEMENT DATE: The date thirty (30) days after substantial  
completion of the Improvements.

INITIAL TERM: The first sixty (60) months after the Rent  
Commencement Date.

TERMINATION OR TERMINATION  
DATE:

The date sixty (60) months after the Rent Commencement Date or such other time as provided under this Lease, including, but not limited to, Condemnation as described in Section 9.2 of this Lease or Renewal Periods as defined in Section 17.2 of this Lease.

RENT:

One and 00/100 Dollars (\$1.00) per annum, payable in accordance with the terms of Article III of this Lease.

PREMISES:

The real estate described on **Exhibit A** attached hereto and made a part hereof, commonly known as the Evanston Animal Shelter, with a street address of 2310 Oakton Avenue, Evanston, IL 60201, together with the building (“Building”) and all other current improvements and future Improvements thereon (consisting of approximately \_\_\_\_\_ square feet), as depicted on **Exhibit B** attached hereto and made a part hereof, and all easements, rights-of-way and other rights appurtenant thereto (collectively, the “Premises”).

PERMITTED USE:

The operation of an animal shelter, including, but not limited to, the following related activities: the housing, feeding and corresponding care of animals; the provision of veterinary services to such animals; the maintenance and use of training and exercise areas for animals; the carrying out of animal adoption services, including showings and display of animals to the public; use of the Premises for fundraising events, community outreach efforts, educational programs or activities, and other activities affiliated with C.A.R.E.’s mission, goals and objectives; use of the Premises for behavioral evaluations of animals for purposes of determining adoptability or the applicability of restrictions on adoptions; related administrative office use; and other consistent uses as may be determined by the City (collectively, the “Permitted Use”).



warrants that, to the best of its knowledge, all applicable zoning rules and ordinances allow for the Permitted Use and the construction of the Improvements described in Article V below. Landlord further warrants that, to the best of its knowledge, the Premises are currently in compliance with all applicable laws and regulations, including, but not limited to, any applicable land use, environmental and health regulations.

### **Cooperative Use of the Premises.**

Tenant acknowledges that Landlord will also occupy and use the Premises, in conjunction with Tenant's conduct of the Permitted Use, for Landlord's animal control services, animal licensing, and other activities conducted in connection with the enforcement of the City's animal regulatory laws, in its capacity as a municipality, and any other applicable federal, state and county laws, statutes or ordinances in the City.

In addition to such laws, the shared use of the Premises by Landlord and Tenant shall generally be governed by necessary standard operating procedures ("SOPs"), developed by the City after mutual agreement with C.A.R.E. as described below. The initial SOPs that apply to the Parties at the Premises are comprised of the *Animal Control Standard Operating Procedure Manual*, effective July 24, 2006, as modified by the *Memo of Understanding between the City's Police Department and C.A.R.E.*, dated September 23, 2006. The Initial SOPs are attached to this Lease and are hereby made an integral part hereof as **Exhibit D**.

Except for emergencies directly related to the City's legal duties as a municipality, Landlord agrees that any future amendment(s) to such SOPs shall be consistent with, and shall not materially interfere with, the rights of Tenant provided in this Lease to conduct the Permitted Use at the Premises. In the event Landlord intends to amend the SOPs at any time after the Effective Date of this Lease, which proposed amendments could in any way potentially affect the Premises, the activities or operations of C.A.R.E., or Tenant's rights under this Lease, Landlord shall provide Tenant with written notice of any such proposed amendment at least thirty (30) days prior to enacting such amendment. Tenant may, but shall not be obligated to, submit comments to any such proposed amendment for Landlord's consideration, and Landlord agrees to include any reasonable suggestions in any amendment to such SOPs provided the same do not materially interfere with Landlord's ability to fulfill its legal obligations, as a municipality, with respect to the Premises or the Shelter. The SOPs, as may be amended, shall be consistent at all times with all applicable county, state and federal laws, and timely incorporated, as necessary, into this Lease pursuant to Section 20.3 of this Lease upon their effective date and included in **Exhibit D**.

If at any time during the Term of this Lease, (i) the Permitted Use shall be prohibited by law or ordinance or other governmental regulation or prevented by injunction, or (ii) the SOPs, as may be amended, materially affect Tenant's ability to conduct the Permitted Use at the Premises, in Tenant's reasonable discretion, then Tenant may Terminate this Lease immediately upon written notice thereof to Landlord. In the event Tenant Terminates this Lease in accordance with this Section 4.2, Landlord agrees to pay Tenant the Termination Repayment Amount as set forth in Section 12.5 of this Lease.

In the event of any non-emergency dispute between Landlord and Tenant as to the interpretation of any SOPs or amendments thereto, Landlord and Tenant shall resolve such dispute consistent with Section 20.5 of this Lease.

### **Compliance with Laws.**

The Parties shall each comply with all applicable laws and regulations that relate to their individual and shared use of the Premises and to the construction of the Improvements, as further described in Article V. Tenant shall comply with all applicable laws and regulations consistent with the Permitted Use during the Term of this Lease.

## **IMPROVEMENT PLANS AND CONSTRUCTION**

Landlord and Tenant shall, concurrently with the execution of this Lease, enter into that certain Construction Agreement in form and substance substantially consistent with Exhibit "F" attached hereto and made a part hereof (the "Construction Agreement"). The Construction Agreement shall govern the planning, implementation and completion of certain alterations, additions and improvements to be made to the Shelter and as detailed in the Construction Agreement (the "Improvements"), as well as the monetary contributions to be made by the Parties toward the costs of the Improvements. The planning, implementation and completion of the Improvements shall be undertaken and completed in accordance with the terms and conditions set forth in the Construction Agreement.

If the Improvements are not timely completed in accordance with the terms of the Construction Agreement, then Tenant may, in its sole and absolute discretion, elect to Terminate this Lease immediately upon written notice thereof to Landlord. In the event Tenant Terminates this Lease in accordance with this Article V, Landlord agrees to pay Tenant the Termination Repayment Amount as set forth in Section 12.5 of this Lease.

## **UTILITIES**

Landlord shall be solely responsible for the payment of any and all utility bills associated with the operation of the Premises for the Permitted Use, including, but not limited to, all water, gas, electricity, heat, light, power, telephone, sewer, sprinkler services, refuse and trash collection. In the event of any interruption or failure of utilities or any other service to the Premises lasting longer than twenty-four (24) hours which materially interferes with Tenant's ability to conduct the Permitted Use in the Premises and could potentially endanger the health, safety or welfare of animals housed at the Shelter, Tenant may take such measures as deemed reasonably necessary by Tenant to cure such interruption or failure, and Landlord shall reimburse Tenant the actual expenses Tenant incurs to cure such interruption or failure, in accordance with the Local Government Prompt Payment Act (50 ILCS 505/) and following Tenant's delivery of invoices therefor.

## REPAIRS AND MAINTENANCE

### Landlord's Obligations.

In addition to Landlord's obligations under the Construction Agreement, Landlord shall maintain the Premises during the Term, in a suitable, safe and sound condition, and shall maintain, repair and/or replace, at its sole cost and expense, the roof, foundation, load bearing components of all walls, whether interior walls or exterior walls, heating, ventilating and air conditioning systems and equipment of the Premises. Landlord shall ensure that such maintenance is performed using quality materials, in a good and workmanlike manner, and shall comply with all insurance requirements and applicable ordinances and regulations. Notwithstanding anything herein to the contrary, however, Landlord is responsible to assure that the roof structure and roof membrane are weather and water tight and all structural beams, joists and trusses of the Building remain structurally sound, and in compliance with all applicable laws and codes, including any applicable seismic or other code compliance work whenever such arises, including in connection with the application for or as a condition of the issuance of any building permits. Landlord shall be liable for any and all actual damages suffered by Tenant and caused by any failure of Landlord to perform Landlord's repair obligations as provided herein, and to maintain the Premises in accordance with the foregoing. Tenant shall give Landlord written notice of any repair required by Landlord pursuant to this Article VII, after which Landlord shall have a reasonable period of time (not to exceed ninety (90) days) to complete the required repairs; provided, however, in the event of an emergency that could potentially endanger the health, safety or welfare of animals housed at the Shelter, Landlord shall immediately commence any needed repairs and work diligently to complete any such repairs. Landlord hereby agrees that it shall not perform any repairs without first providing Tenant with written notice thereof, which notice shall specify a proposed date the same shall occur. Landlord and Tenant hereby agree that the date for performance of any such repair shall be mutually agreed to by the Parties prior to the commencement of such repair. Notwithstanding anything contained herein to the contrary, Tenant shall have the right to perform any of Landlord's repair obligations required to any portion of the Premises provided that Tenant has obtained Landlord's prior written approval, which written approval or disapproval shall be given within thirty (30) days following Tenant's written request therefor; provided, however, in the event of an emergency that could potentially endanger the health, safety or welfare of animals housed at the Shelter, Landlord shall immediately provide its approval or Landlord's specific and detailed comments on the plans submitted by Tenant that if complied with would constitute approval; and provided further that Tenant may perform any of Landlord's repair and maintenance obligations required herein at any time if Landlord has not, within ninety (90) days after receipt of written notice from Tenant of the need for any repairs or maintenance, completed the same. In the event Tenant completes any of Landlord's repair or maintenance obligations, Landlord shall reimburse Tenant for any actual costs associated therewith in accordance with the Local Government Prompt Payment Act (50 ILCS 505/) following Tenant's delivery of invoices therefor. In the event Landlord fails to reimburse Tenant's actual costs in accordance with the Local Government Prompt Payment Act (50 ILCS 505/) following Tenant's delivery of invoices, or, if Tenant elects not to perform any repairs or maintenance on Landlord's behalf after failure of Landlord to perform the same as provided above, Tenant may Terminate this Lease. In the event Tenant

Terminates this Lease in accordance with this Section 7.1, Landlord agrees to pay Tenant the Termination Repayment Amount as set forth in Section 12.5 of this Lease.

**Non-Interference.**

In the exercise of each Party's obligations under this Article VII, such Party shall use all reasonable efforts not to adversely affect the ingress and/or egress to the Premises or to unreasonably interrupt the other Party's Permitted Use. In the event that ingress and/or egress is so affected or either Party's conduct of the Permitted Use is so interrupted for more than forty-eight (48) hours, the affected Party may take such reasonable steps as may be necessary to remove the cause of such interruption, in which event the offending Party shall promptly reimburse the affected Party for all actual costs incurred therewith.

**Tenant's Obligations.**

Tenant agrees to maintain the Premises in a suitable condition for its Permitted Use, normal wear and tear excluded. Such maintenance shall consist of ensuring that the Premises are kept in a clean and tidy condition, typical for its Permitted Use.

**Maintenance Costs.**

Landlord shall be solely responsible for all building maintenance and supply costs and animal food and cat litter (as typically described in the *City of Evanston's Animal Control Annual Budget/Appropriation*) associated with maintaining the Premises and operating the Shelter; such costs will include the maintenance of all Improvements (collectively "Maintenance Costs"). Such Maintenance Costs shall not be included in the Total Budget Amount. Notwithstanding the foregoing, Tenant agrees to pay to Landlord, on an annual basis during the Term of this Lease, an amount not to exceed the smaller of (a) Five Thousand and 00/100 Dollars (\$5,000.00) or (b) one-half of the Maintenance Costs required to maintain the Premises for that year (excluding the costs for animal food and cat litter), in accordance with the following procedure: Within thirty (30) days following the end of each calendar year, Landlord shall provide to Tenant copies of all invoices, bills and other documentation showing the total Maintenance Costs incurred by the City for the Premises during such calendar year (excluding costs for animal food and cat litter). Tenant shall remit the payment described above to Landlord within thirty (30) days after Landlord provides to Tenant copies of such documentation. However, if Tenant has directly financed any Maintenance Costs during that calendar year and has given the Landlord notification as prescribed by Section 7.1 of this Lease, all funds spent by Tenant for such Maintenance Costs may be deducted from the payment described herein in lieu of Tenant seeking Landlord's reimbursement under Section 7.1 of this Lease.

## **FIXTURES; ADDITIONS**

### **Alterations Without Consent.**

Tenant may install, remove and/or replace any trade equipment and fixtures used in Tenant's business, or make alterations to the Premises in amounts totaling less than Five Thousand and 00/100 Dollars (\$5,000.00) (provided the same are in accordance with applicable law and do not unreasonably interfere with the City's joint use of the Premises), in each case without submitting plans and specifications to Landlord or obtaining Landlord's approval. Notwithstanding the foregoing and because of Tenant's shared use of the Premises with the City, the Parties agree to notify each other of any planned alterations to the Premises or any planned installation of trade equipment or fixtures, and the Parties agree that they will continue to work with each other to make such changes to the Premises in an effort to reduce maintenance costs and ensure the integrity of the Premises..

### **Consent Procedure.**

If Tenant plans to make any alterations to the Premises in amounts totaling Five Thousand and 00/100 Dollars (\$5,000.00) or more, then Tenant shall deliver plans therefor to Landlord for Landlord's reasonable approval. Landlord shall expeditiously review such plans and shall communicate its approval or disapproval (together with specific and detailed comments on the plans submitted by Tenant that, if complied with, would constitute approved plans) within ninety (90) days after receipt of the Tenant's plans.

### **Tenant Alterations.**

Any alterations made by Tenant shall be done at Tenant's sole cost and expense and, at Tenant's election, shall remain on the Premises upon Termination of this Lease. All alterations shall be constructed using suitable materials, in a good and workmanlike manner, and shall comply with all insurance requirements and all ordinances and regulations in which the Premises is located. If alterations are made by Tenant's contractors, Tenant shall furnish to Landlord upon Landlord's request thereof, copies of building permits and certificates of appropriate insurance and payment, and upon completion of any installation, alteration or addition, contractor's affidavits and full and final waivers of lien covering all labor and material expended and used or other reasonable evidence of payment or security therefor. Tenant shall hold Landlord harmless from all claims, costs, damages, liens and expenses which may arise out of or be connected in any way with such alterations during the Term of this Lease.

### **Landlord Coordination.**

Landlord may, at its sole cost and expense, install, remove and/or replace any trade equipment and fixtures used in the Building, or make alterations to the Premises, provided the same are in accordance with applicable law and do not unreasonably interfere with or materially affect Tenant's joint use of the Premises, in each case without submitting plans and specifications to Tenant or obtaining Tenant's approval. Notwithstanding the foregoing and because of Landlord's shared use of the Premises with Tenant, the Parties agree to notify each other of any planned alterations to the Premises or any planned installation of trade equipment or fixtures, and

the Parties agree that they will continue to work with each other to make such changes to the Premises in an effort to reduce maintenance costs and ensure the integrity of the Premises.

**Limitations.**

This Article VIII does not apply to any matters addressed in the Construction Agreement or Article V.

**CASUALTY; CONDEMNATION**

**Casualty.**

**Estimate of Restoration Time.**

If any portion of the Premises shall be damaged by fire or other casualty (any of the foregoing being hereinafter called a Casualty), Landlord shall cause an architect or contractor to deliver to both Landlord and Tenant in writing, within thirty (30) days of the date of such Casualty, such architect's or contractor's good faith opinion ("Architect's Opinion") as to the length of time required to cause the damage to be repaired and restored to substantially the same condition existing prior to the Casualty.

**Restoration/Deductible.**

Unless this Lease is Terminated as provided in this Article IX, Landlord shall, subject to the conditions and limitations provided in this Article IX, repair and restore the Premises with reasonable promptness, but in no event later than the period described in the Architect's Opinion, subject to reasonable delays caused by Force Majeure and/or its ability to timely obtain the necessary insurance proceeds due to no fault of its own.

To assist with the timeliness of the commencement of the repair and restoration of the Premises, C.A.R.E. may, but shall not be required to, pay all or a portion of the Landlord's relevant insurance deductible.

**Termination Rights/ Tenant's Right to Complete Restoration.**

If the Architect's Opinion indicates that such repairs and restoration shall take in excess of six (6) months from the date of the Casualty and the damage materially impairs Tenant's use of the Premises, then Tenant shall have the right to Terminate this Lease as of the date of such Casualty upon giving written notice to Landlord within the period of time commencing on the date Tenant is in receipt of the Architect's Opinion and ending thirty (30) days thereafter. If Tenant does not Terminate this Lease, then Landlord shall undertake restoration of the Premises and provide an alternate location for the Parties to jointly operate a temporary animal shelter. In the event restoration of the Premises is not completed for any reason within a reasonable period of time (e.g., not less than sixty (60) days after the estimated completion date set forth in the Architect's Opinion), Tenant shall have the right to complete such restoration, and Landlord shall reimburse Tenant for the actual cost of such restoration incurred by Tenant in accordance with

the Local Government Prompt Payment Act (50 ILCS 505/) after receipt of invoices evidencing such expenditures from Tenant.

**Condemnation.**

This Lease shall Terminate, at the option of the Tenant, upon the date when the possession of all or part of the Premises is taken under any of the following circumstances:

The Premises is permanently taken;

The Premises is taken in excess of ninety (90) days;

The Premises is condemned by any condemning authority for any public or quasi-public use or purpose; or

Any adjacent property or street to the Premises is condemned or improved in such manner as to require the use of any part of the Premises and, in Tenant's judgment, the balance of the Premises is not suitable for Tenant to conduct the Permitted Use.

If any of the circumstances described above in this Section 9.2 occur, Tenant shall be entitled to receive such portion of any award that is attributed to the value of Tenant's trade fixtures and equipment or leasehold estate.

**Casualty and Condemnation Termination Costs.**

In the event that the Tenant Terminates this Lease in accordance with Section 9.1.3 or Section 9.2 of this Lease, Landlord agrees to pay Tenant the Termination Repayment Amount as set forth in Section 12.5 of this Lease.

**INSURANCE; TAXES**

**Tenant's Insurance.**

Tenant, at its sole cost and expense, shall purchase, keep and maintain in force and effect during the Term of this Lease, commercial general liability insurance with respect to the Premises and the operations of Tenant in, on, or about the Premises, including, but not limited to personal injury, blanket contractual, broad form property damage liability coverage with minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. The insurance policy shall contain the following provisions:

An endorsement naming Landlord and any other parties in interest designated by Landlord as an additional insured.

Coverage shall be on an "occurrence basis".

**Landlord's Insurance.**

Landlord, at its sole cost and expense, shall purchase, keep and maintain in force and effect during the Term of this Lease, commercial general liability insurance with respect to the Premises and the operations of Landlord in, on, or about the Premises, including, but not limited to personal injury, blanket contractual, broad form property damage liability coverage with minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. The insurance policy shall contain the following provisions:

10.2.1 An endorsement naming Tenant and any other parties in interest designated by Tenant as an additional insured.

10.2.3 Coverage shall be on an "occurrence basis".

In addition, Landlord, at its sole cost and expense but for the mutual benefit of Landlord and Tenant, shall purchase, keep and maintain in full force and effect throughout the Term, fire and property insurance in an amount equal to the full replacement cost of the Building, including the Improvements. Landlord covenants to Tenant that Tenant's use of the Building for the Permitted Use will not be prohibited or limited by any of Landlord's insurance policies.

**Document Production.**

Either Party may, at any time, inspect and/or copy and approve any and all insurance policies required hereunder.

**Failure to Insure.**

If Landlord or Tenant fails to procure, maintain and/or pay for, at the times and for the durations specified in this Lease, any insurance required by this Lease, or fails to carry insurance required by any governmental requirements, the other Party may (but without obligation to do so) at any time or from time to time, and without notice, procure such insurance and the Party who failed to provide such insurance agrees to pay the sums so paid together with interest thereon as provided elsewhere herein and any costs or expenses incurred in connection therewith, within ten (10) days following written demand for such payment.

**Taxes.**

Tenant shall be liable for and pay, when due, without contributions from Landlord, all taxes levied against Tenant's personal property and trade fixtures, if any. Landlord shall be liable for and pay, when due, without contributions from Tenant, all other taxes related to the Premises and its uses.

## WAIVER OF CLAIMS; INDEMNITY

### *Tenant's Indemnity.*

Except as otherwise provided in this Lease, Tenant shall protect, indemnify and save Landlord and its officers, agents, servants and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from injury to persons or damage to property on the Premises arising out of or in connection with Tenant's use or occupancy of the Premises or Tenant's activities on the Premises, or arising from any negligent or willful act of Tenant, but only to the extent that all such obligations, liabilities, costs, damages, claims and expenses are not covered by the insurance required to be maintained by Landlord and Tenant hereunder.

### *Landlord's Indemnity.*

Except as otherwise provided in this Lease, Landlord shall protect, indemnify and save Tenant and its officers, directors, agents, partners, employees, and volunteers harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from injury to persons or damage to property on the Premises arising out of or in connection with Landlord's ownership and operation of the Premises or Landlord's activities on the Premises, or arising from any negligent or willful act of Landlord, or its agents, contractors, servants, employees or invitees, but only to the extent that such obligations, liabilities, costs, damages, claims and expenses are not covered by the insurance required to be maintained by Landlord and Tenant hereunder.

### *Consequential Damages/Mutual Waiver of Claims.*

Under no circumstances whatsoever shall either Party ever be liable hereunder for consequential damages or special damages. Furthermore, the Parties agree to mutually waive any personal liability of the City's elected officials, officers and employees, as well as C.A.R.E.'s officers, directors, agents, partners, employees, and volunteers, except to the extent caused by their individual or collective gross negligence or willful misconduct.

## DEFAULT; REMEDIES

### *Tenant's Default.*

A "Tenant Default" hereunder is defined as the failure by Tenant to fulfill any material obligation under this Lease for a period of ninety (90) days following receipt of written notice by Landlord of such failure to Tenant (or such longer period as may be reasonably necessary to effect the cure of such failure, provided Tenant begins such cure within said 90-day period and prosecutes the same to completion).

**Landlord's Remedies.**

In the event of any Tenant Default, Landlord may either cure the Tenant Default at its own expense or Terminate this Lease upon thirty (30) days notice to Tenant. Cure or Termination of this Lease shall be Landlord's sole and exclusive remedies. If Landlord Terminates this Lease in accordance with this Section 12.2, Landlord agrees to pay Tenant the Termination Repayment Amount as set forth in Section 12.5 of this Lease.

**Landlord's Default.**

A "Landlord Default" hereunder is defined as the failure by Landlord to fulfill any material obligation under this Lease for a period of ninety (90) days following receipt of written notice by Tenant of such failure to Landlord (or such longer period as may be reasonably necessary to effect the cure of such failure, provided Landlord begins such cure within said 90-day period and prosecutes the same to completion).

**Tenant's Remedies**

In the event of any Landlord Default, Tenant may (i) exercise any rights which Tenant may have at law or in equity, (ii) Terminate this Lease, in which case Landlord shall pay Tenant the Tenant Repayment Amount as set forth in Section 12.5 of this Lease, or (iii) undertake any obligation of Landlord hereunder which Landlord has failed to undertake, including, without limitation, completion of the Improvements, subject to reimbursement by Landlord for all actual costs incurred by Tenant in undertaking the same within ninety (90) days after Landlord's receipt of invoices evidencing such costs

**Termination Repayment Amount**

If this Lease is Terminated by either Landlord or Tenant for any reason within the Initial Term of the Lease, Landlord shall promptly pay to Tenant a Termination Repayment Amount equal to ninety (90) percent of the amount of C.A.R.E.'s Contribution as defined in Section 3 of the Construction Agreement, attached hereto as Exhibit F. If this Lease is Terminated by either Landlord or Tenant for any reason at any time after the last day of the Initial Term of the Lease, but before the end of the first Renewal Period as defined in Section 17.2 of this Lease, Landlord shall promptly pay to Tenant the sum of Two-Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) as a Termination Repayment Amount. For purposes of this Section of the Lease, "promptly" shall mean within sixty (60) calendar days after the earlier of (i) notice of Termination or (ii) Termination.

**SURRENDER OF POSSESSION**

On or before the Termination Date, or within fifteen (15) days following Termination of this Lease, Tenant shall: remove from the Premises all of Tenant's personal property and surrender possession of the Premises to Landlord in a clean condition free of all rubbish and debris; it being understood, however, that Tenant shall have no duty or obligation to remove from the Premises any of Tenant's additions, alterations or improvements. In no event shall Tenant be

liable to Landlord or any third party for any damages, costs or expenses of any nature as a result of Tenant's remaining in possession of the Premises after the Termination of the Term unless such retention of possession continues for ten (10) business days after Tenant's receipt of written notice from Landlord advising Tenant that it must vacate the Premises within ten (10) business days of such notice or be liable for such damages.

### **ESTOPPEL**

Landlord and Tenant agree that from time to time, upon not less than fifteen (15) days prior request by the other, Landlord or Tenant, as the case may be, or their duly authorized representative having knowledge of the following facts, shall deliver a statement in writing certifying the following: (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease as modified is in full force and effect); (b) the dates to which the rent and other charges have been paid; (c) that, to the best of such Party's knowledge, neither Landlord nor Tenant is in default under any provision of this Lease, or, if in default, the nature thereof in detail; and (d) such further matters as may be set forth on the form of estoppel certificate, or as may be reasonably requested by the requesting Party.

### **CONVEYANCE BY LANDLORD**

In the event that Landlord shall convey or otherwise dispose of any portion of the Premises to another person, this Lease shall remain in full force and effect for the balance of the Term with the other interested party under the same conditions as set forth in this Lease.

### **HAZARDOUS SUBSTANCES**

#### **Landlord's Representation and Warranty.**

Landlord hereby represents and warrants to Tenant that the Shelter, Building and Premises contain no Hazardous Substances (a) in violation of Environmental Laws or (b) that would trigger liability under any Environmental Laws.

#### **Landlord's Environmental Indemnity.**

In addition to other indemnities herein, Landlord will fully indemnify, defend and save Tenant and Tenant's officers, directors, agents, partners, employees, and volunteers harmless from any and all actions, proceedings, claims, costs, including attorneys' fees, expenses and losses of any kind pertaining to, concerning or derived from Hazardous Substances or Environmental Laws, no matter how arising.

#### **Tenant's and Landlord's Representation.**

Neither Landlord nor Tenant shall use, handle, store, transport, generate, release, or dispose of (collectively "Use") any Hazardous Substances on, under, or about the Premises,

except that Landlord or Tenant may Use (1) small quantities of common chemicals including, but not limited to, adhesives, lubricants, and cleaning fluids in order to conduct the Permitted Use at the Premises, and (2) other Hazardous Substances that are necessary for the operation of the Shelter. Any Use of Hazardous Substances in or about the Premises shall strictly comply with all applicable Environmental Laws.

**Notification.**

Landlord and Tenant each agree to promptly notify the other of any communication received from any governmental entity or third party concerning Environmental Laws as related in any way to use of or operations at the Premises.

**Definition of Environmental Laws.**

Environmental Laws means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority, or common law, regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, or pertaining to occupational health or industrial hygiene, or occupational or environmental conditions on, under, or about the Premises, as now or may at any later time be in effect.

**Definition of Hazardous Substances.**

Hazardous Substances includes without limitation those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" under any Environmental Law.

**Survival.**

The provisions of this Article XVI shall survive the Termination of this Lease.

**RIGHT OF FIRST REFUSAL; SUBLET; TERMINATION**

**Sale of Premises.**

If at any time during the Term of this Lease, Landlord intends to enter into a binding contract with any third party for the sale of the Premises or any portion thereof, Tenant shall have a right of first refusal to purchase the Premises or such portion on the same terms and conditions. Landlord shall provide to Tenant written notice of all of the terms and conditions of such sale and Tenant shall have thirty (30) business days after receipt thereof in which to notify Landlord of its wish to exercise its right to enter into a purchase of the Premises or any portion thereof on such terms and conditions, and if Tenant so elects, Landlord shall terminate negotiations with the third party. If Tenant does not desire to exercise such right of first refusal, Landlord shall have the right to sell the Premises or any portion thereof, subject to Tenant's rights pursuant to this Lease, provided the final purchase price in such sale is not less than the purchase price set forth in the offer presented to Tenant pursuant to this Article XVII. If Landlord does not sell the Premises or

any portion thereof to any third party within one hundred eighty (180) days after Tenant's declination to purchase the Premises, the Premises shall again become subject to the rights of Tenant under this Article XVII.

### **Lease Renewals.**

If the Lease remains effective fifty-four (54) months after the Rent Commencement Date, Tenant may extend the Term of this Lease of the Premises with Landlord for up to three (3) additional periods of sixty (60) months (Renewal Period) beyond the Initial Term. Each Renewal Period shall be deemed exercised by Tenant, unless Tenant notifies Landlord in writing at least six (6) months prior to the end of the Initial Term or subsequent Renewal Period of the Lease that Tenant does not intend to exercise the next applicable Renewal Period, in which case this Lease shall Terminate at the end of the Initial Term or current Renewal Period, as the case may be. All terms and conditions of the Lease will remain the same during the Initial Term and Renewal Period(s) unless modified pursuant to Section 20.3 of this Lease.

### **Tenant's Right to Terminate Lease.**

Notwithstanding anything contrary in this Lease, Tenant may Terminate this Lease for any reason at any time during the Term, including during any Renewal Period, upon not less than one hundred eighty (180) calendar days prior written notice to Landlord. This Lease shall Terminate as of the date specified in said notice with no further liability to Tenant except as otherwise provided under this Lease. If Tenant Terminates this Lease in accordance with this Section 17.3, all Improvements made to the Premises shall remain to the Landlord's benefit upon the Termination Date and Landlord shall pay Tenant the Termination Repayment Amount as set forth in Section 12.5 of this Lease.

### **Landlord's Right to Terminate Lease.**

Notwithstanding anything contrary in this Lease, Landlord may Terminate this Lease at any time during the Term, including during any Renewal Period, upon not less than three hundred sixty (360) calendar days prior written notice to Tenant. This Lease shall Terminate as of the date specified in said notice with no further liability to Tenant except as otherwise provided under this Lease. If Landlord Terminates this Lease in accordance with this Section 17.4, all Improvements made to the Premises shall remain to the Landlord's benefit upon the Termination Date and Landlord shall pay Tenant the Termination Repayment Amount as set forth in Section 12.5 of this Lease. Landlord's right to Terminate this Lease under this Section 17.4 shall be limited to exercising such right for the purposes of serving the public interest, after receiving majority approval from the City Council during a public meeting or hearing.

### **Environmental Termination.**

In addition to Section 10 of the Construction Agreement, and notwithstanding anything contrary in this Lease, either Landlord or Tenant ("Notifying Party") may Terminate this Lease at any time during the Initial Term or during the design, construction or completion of the Improvements, whichever is longer, upon not less than thirty (30) calendar days prior written notice to the other Party ("Recipient Party") if Hazardous Substances are identified at the

Premises that would make the completion of the Improvements economically infeasible. If the Recipient Party, within ten (10) calendar days after receipt of such notice, does not deliver a written response to the Notifying Party expressing disagreement as to whether the Improvements are economically infeasible, this Agreement shall Terminate as of the date specified in said notice with no further liability to Landlord or Tenant except as otherwise provided under this Lease. In the event of any disagreement between Landlord and Tenant as to whether the Improvements are economically infeasible within the meaning of this Section 17.5, Landlord and Tenant shall resolve such dispute consistent with Section 20.5 of this Lease. If either Party Terminates this Lease in accordance with the procedure set forth in this Section 17.5, all Improvements made to the Premises shall remain to the Landlord's benefit upon the Termination Date and Landlord shall pay Tenant the Termination Repayment Amount as set forth in Section 12.5 of this Lease.

Either Party's right to Terminate this Lease under this Section 17.5 shall be limited to exercising such right after conducting an Environmental Analysis of the Premises as described in Section 10 of the Construction Agreement.

### **Assignment and Subletting.**

Tenant shall have the right to assign this Lease or sublet the Premises, with the prior consent of Landlord, which shall not unreasonably be withheld, delayed or denied. The use of the Premises by any such assignee or sub-lessee shall be consistent with this Lease. Tenant shall give the Landlord a minimum of ninety (90) days notice of its intent to assign this Lease or sublet the Premises.

## **NOTICES**

In every instance where it shall be necessary or desirable for Landlord or Tenant to serve any notice or demand upon the other, such notice or demand shall be sent by U.S. Postal Service, recognized courier service such as Federal Express or personal delivery. Notice may be given on behalf of either Party by their respective attorneys. Notices shall be addressed to the recipient at the addresses set forth in Article I. Notice sent as aforesaid shall be deemed to have been served at the time the same is delivered or refused. Either Party shall have the right to change the contact information or address for notices by giving written notice of such change to the other Party. Such changes shall be incorporated into this Lease pursuant to Section 20.3 of this Lease without affecting any other provisions of the Lease.

## **LEASE AS IT RELATES TO THE IMPROVEMENTS**

Upon commencement of construction of the Improvements, all references to the "Premises" in this Lease shall automatically include such Improvements and all terms and conditions of this Lease shall immediately apply to such Improvements, throughout the construction process and as constructed.

## MISCELLANEOUS

### **Cumulative Rights.**

All rights and remedies of Landlord and Tenant under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

### **Binding on Successors.**

Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit, not only of Landlord and of Tenant, but also of their respective heirs, legal representatives, successors and assigns. All indemnities, covenants and agreements of Landlord or Tenant contained herein which inure to the benefit of Landlord or Tenant, as the case may be, shall be construed to also inure to the benefit of such respective Party's partners, officers, agents and employees.

### **No Extraneous Agreements.**

All of the representations and obligations of Landlord and Tenant are contained in this Lease and in the Exhibits, which are an integral part of this Lease. No modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon the Landlord or Tenant unless in writing signed by Landlord and Tenant or by a duly authorized agent of Landlord or Tenant empowered by a written authority signed by Landlord or Tenant, as the case may be.

### **Binding on Execution.**

No lease or obligation shall arise until this instrument is signed and delivered by Landlord and Tenant.

### **Dispute Resolution.**

In the event of any dispute between Landlord and Tenant during the Term of this Lease, including but not limited to the failure to agree upon a Budget for the Improvements, Landlord and Tenant shall resolve such disputes by the following process:

- (1) Landlord and Tenant shall first try to resolve the dispute during a meeting or meetings amongst members of the C.A.R.E. Board of Directors and appropriate representatives from the City department or office involved in such dispute, and such initial meeting must be held within seven (7) calendar days of receipt of written notification about the dispute by one Party to the other Party consistent with Article XVIII.
- (2) If such dispute still cannot be resolved within fourteen (14) calendar days after an initial meeting is held, then Landlord and Tenant shall resolve such dispute by mutually choosing three elected officials from the City Council's Human Services Committee within seven (7) additional calendar days to hear the dispute and issue a final determination to the Parties.

The Dispute Resolution process set forth in this Section 20.5 shall not apply to disputes arising on or after Termination of the Lease, nor shall this Dispute Resolution process apply to any actions related to such disputes. In addition, the Dispute Resolution process set forth in this Section 20.5 shall not apply to any action by Tenant to enforce payment of the Termination Repayment Amount, or any action by Landlord to enforce the provisions of Article XIII (Surrender of Possession), or any action by Landlord or Tenant to enforce the conditions of Section 17.1 (Sale of Premises).

**Captions.**

Captions in this Lease are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions hereof.

**Governing Law.**

The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not offset or impair any other provision. If any provision of this Lease is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid.

**No Implied Relationship.**

Nothing contained in this Lease shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of rent nor any act of the Parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

**Quiet Enjoyment.**

So long as Tenant is not in Default hereunder, Tenant shall during the Term of this Lease peacefully and quietly enjoy the Premises without hindrance by Landlord, or by anyone claiming by, through or under Landlord.

**Waiver of Landlord Lien.**

Landlord hereby waives any statutory or common law lien it may have on Tenant's personal property. Landlord shall from time to time execute any documents reasonably necessary to give effect to such waiver.

**Definition of Force Majeure Event.**

Whenever a period of time is provided in this Lease for either Party to do or perform any act or thing, said Party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of said Party, and in any such event said time period shall be extended for the amount of time said Party is so delayed ("Force Majeure Event"); provided, however, that the

time for performance shall in no event be extended due to financial or economic problems of either Party, their architects, contractors, agents or employees, or delays caused by the inability of architects, contractors, suppliers or other employees and agents to meet deadline, delivery or contract dates (unless such inability is caused by a Force Majeure Event). It shall be a condition of Landlord's and Tenant's right to claim an extension of time as a result hereof that the Party claiming the delay notify the other in writing within ten (10) days after the occurrence of such cause, specifying the nature thereof and the period of time contemplated or necessary for performance.

**Non-Waiver.**

No waiver of any condition expressed in this Lease shall be implied by any neglect of Landlord or Tenant to enforce any remedy on account of the violation of such condition if such violation be continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the Termination in any way of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises Landlord may receive and collect any rent or other sums due, and such payment shall not waive or affect said notice, suit or judgment.

IN WITNESS WHEREOF, the undersigned have entered into this Lease as of the last date written below ("Effective Date").

LANDLORD:

City of Evanston

By: *Julia A. Carroll*  
Name: *Julia A. Carroll*  
Its: *City Manager*  
Date: *9-4-07*

TENANT:

Community Animal Rescue Effort Friends of  
the Evanston Animal Shelter, Inc.,  
an Illinois not-for-profit corporation

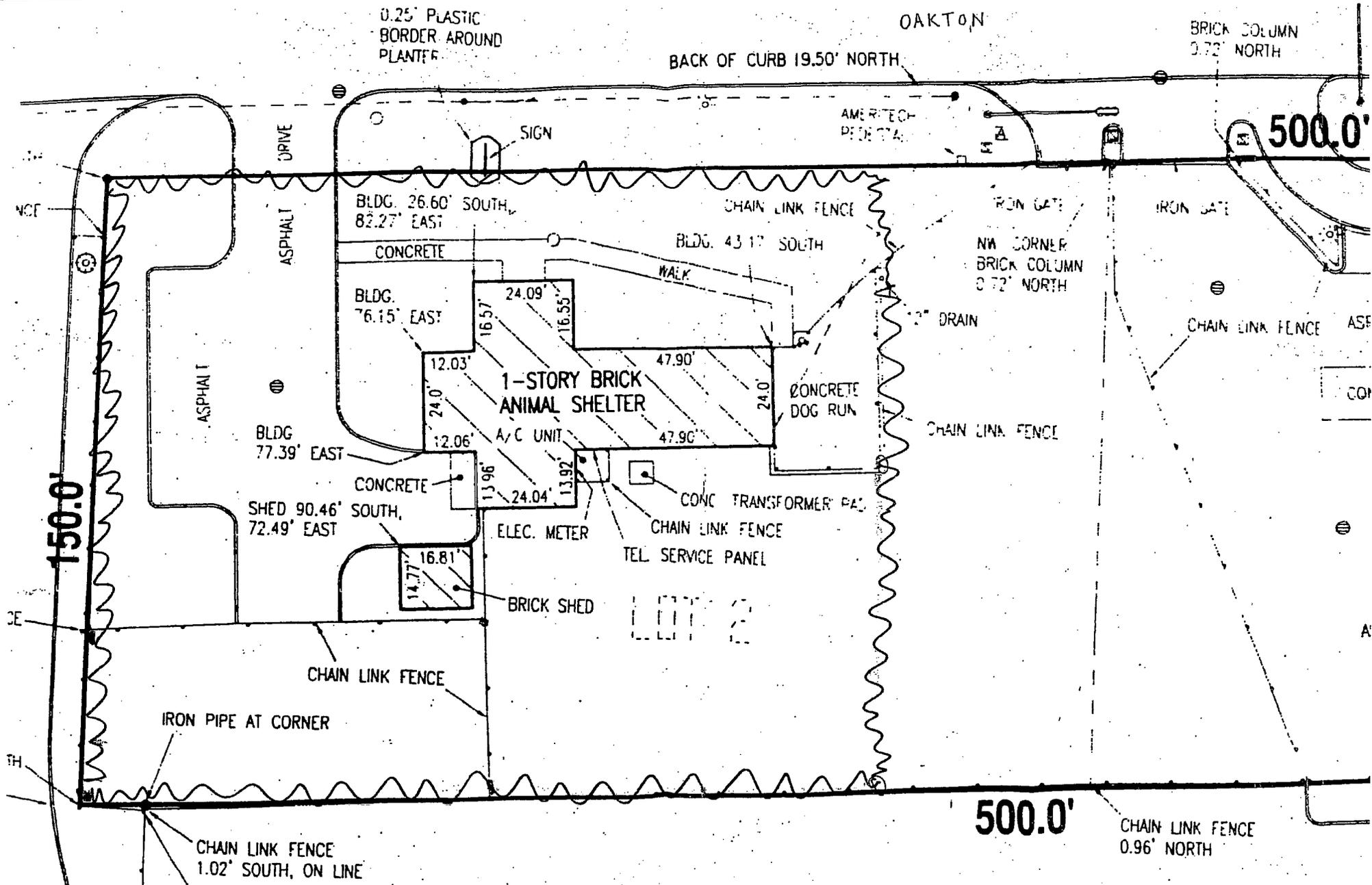
By: *Linda J. Greb*  
Name: *LINDA J GREB*  
Its: *PRESIDENT*  
Date: *9/4/07*

**EXHIBIT A**

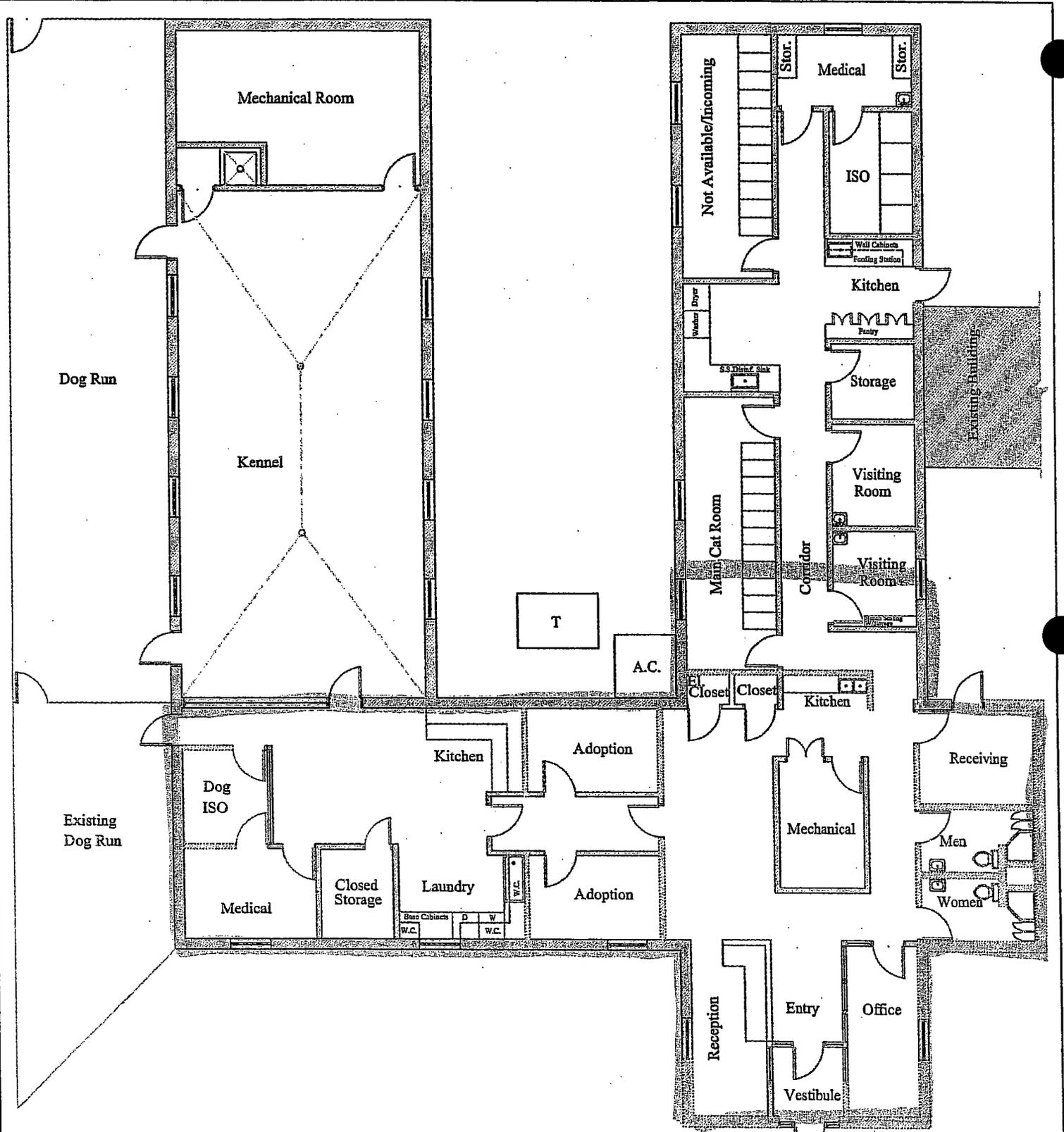
**LEGAL DESCRIPTION**

THAT CERTAIN LOT OR PARCEL OF LAND DESCRIBED IN A PLAT OR SURVEY DATED AUGUST 25, 1972 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS ON OCTOBER 4, 1972 AS DOCUMENT 22074837 AND ALSO DESCRIBED AS FOLLOWS: THAT WEST 240 FEET OF THE EAST 500 FEET (MEASURED ALONG THE SOUTH LINE OF OAKTON STREET) OF THE FOLLOWING: THAT PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF OAKTON STREET WITH A LINE DRAWN PARALLEL TO AND 425 FEET EAST OF THE WEST LINE OF SAID SECTION 25; THENCE SOUTH ALONG SAID LINE 425 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 150 FEET THENCE EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 150 FEET TO THE SOUTH LINE OF OAKTON STREET, THENCE WEST ALONG THE SOUTH LINE OF OAKTON STREET A DISTANCE OF 650 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

EXHIBIT B - DEPICTION OF THE PREMISES



**EXHIBIT C**  
**PRELIMINARY DESIGN PLAN**



**EVANSTON ANIMAL SHELTER - Cat & Dog Wings**  
 10/15/05



## EXHIBIT D

### STANDARD OPERATING PROCEDURES

Memo of Understanding  
Meeting on September 23, 2006 9:00 – 11:30 a.m.

Deputy Chief Sam Pettineo  
Chief Animal Warden Linda Teckler  
C.A.R.E. President Linda Gelb

Meeting was requested to finalize SOP's

1. C.A.R.E. is to change trial adoption form to reflect language "trial-adopted animal is to remain at address listed on adoption paperwork".
2. Language of SOP 1.2 – F, will remain but there is agreement that the Chief Animal Warden will direct potential adopters (be they police, city employees, or the public), to C.A.R.E. for adoption, following established guidelines.
3. C.A.R.E.'s President will act as liaison and when there is an issue, will collect all pertinent data and dialogue with the Chief Animal Warden before the Police Department is brought in.
4. The Chief Animal Warden was asked to conduct an in-service for C.A.R.E. adoption counselors to share experience and information on potential adopter criteria.
5. The Chief Animal Warden is first contact for any humane investigation complaint.
6. SOP 1.14 – E, Pit Bulls or American Staffordshire Terriers will be adopted only to residents outside of Evanston ... will be removed.
7. When a previously microchipped pet comes into EAS and isn't claimed by owner or returned to original chipping shelter, C.A.R.E. will incur the cost of microchip transfer with AVID from original party to C.A.R.E.
8. The option is available for a meeting to be arranged between the Deputy Chief of Field Operations, The Chief Animal Warden, and interested C.A.R.E. volunteers to discuss our partnership and establish a working dialogue.

Oct 15, 2006

# **ANIMAL CONTROL**

## **STANDARD OPERATING PROCEDURE MANUAL**

Effective July 24, 2006

**EVANSTON POLICE DEPARTMENT**  
City of Evanston, Illinois

**Manual #2**  
**Assigned to Animal Warden**

SPECIAL ORDER 06-30  
Evanston Police Department

SUBJECT: REVISED ANIMAL CONTROL SOP MANUAL

I. PURPOSE

The purpose of this special order is to issue a revised Animal Control Standard Operating Procedure Manual and to distribute the new manual to affected members.

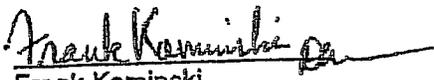
II. REVISED ANIMAL CONTROL SOP MANUAL

Effective July 24, 2006, a revised Animal Control SOP Manual is issued and replaces the current Animal Control SOP Manual. The new SOP updates, revises, and reorganizes the procedures for Animal Control personnel. The procedures in the new SOP supersede the current policies and procedures on the effective date.

III. PROCEDURES

- A. All members issued an Animal Control SOP Manual are responsible for the following:
1. Sign the Receipt Acknowledgement form.
  2. Read the new SOP manual. All assigned members are responsible for reading and comprehending these procedures. Responsibility for comprehending includes seeking clarification and instruction from your immediate supervisor for any portion of these procedures you do not understand.
- B. The Chief Animal Control Warden is responsible for ensuring that the Animal Control SOP Manual Amendment Receipt Acknowledgement forms are signed by all members assigned an Animal Control SOP Manual and returned to the Office of Administration.
- C. The Office of Administration is responsible for maintaining the signed Receipt Acknowledgement forms on file.

By order of:

  
Frank Kaminski  
Chief of Police

Issuance Date: July 21, 2006  
Effective Date: July 24, 2006  
Cancelled on: This special order is self-canceling upon compliance to its procedures and the filing of all completed receipt acknowledgement forms in the Office of Administration.

Distribution: All personnel assigned an Animal Control SOP Manual

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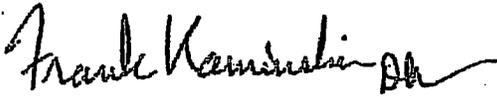
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  - SOP 1.2 RESPONSIBILITIES OF THE CHIEF ANIMAL WARDEN
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  - SOP 1.4 ASSIGNED DUTIES: CHIEF ANIMAL WARDEN
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  - SOP 1.9 SECURITY AND SAFETY AT ANIMAL SHELTER
  - SOP 1.10 ANIMAL TRANQUILIZER EQUIPMENT
  - SOP 1.11 ANIMAL CONTROL FINES AND FEES
  - SOP 1.12 DANGEROUS DOG ORDINANCE
  - SOP 1.13 BITE REPORTS AND RABIES FOLLOW-UPS
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- #### **SEC. 2.0 ANIMALS IN THE SHELTER**
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Evanston Police Department  
**ANIMAL CONTROL SOP**  
Effective July 24, 2006

**AUTHORIZATION**

Effective July 24, 2006, this standard operating procedure manual for Animal Control is established for the members of the Evanston Police Department.

By order of



**Frank Kaminski**  
Chief of Police

Evanston Police Department  
**ANIMAL CONTROL SOP**  
Effective July 24, 2006

**SOP 1.1 ANIMAL CONTROL FUNCTIONS**  
*Effective July 24, 2006. Revision Dates:*

The Animal Control Bureau assists the police department, the City of Evanston, and its residents by handling animal-related situations and problems that relate to the following:

- A. Stray animals
- B. Trapping wildlife
- C. Relocating wildlife (opossums only)
- D. Bats
- E. Pickup of deceased animals on public property (only)
- F. Adoption of dogs/cats
- G. Enforcement of City of Evanston Animal Ordinance
- H. Wildlife in residence (living area only)
- I. Return of lost pets to owners
- J. Police warrant service (narcotics raids)

Evanston Police Department  
**ANIMAL CONTROL SOP**  
Effective July 24, 2006

**SOP 1.2 RESPONSIBILITIES OF THE CHIEF ANIMAL WARDEN**  
*Effective July 24, 2006. Revision Dates:*

The Chief Animal Warden is responsible for day-to-day administration of the Animal Control Bureau. The Chief Animal Warden

- A. Plans/directs/supervises the activities of the Animal Control Bureau, develops goals and objectives, establishes operational procedures, determines priorities, identifies problems and initiates corrective measures.
- B. Assigns and/or performs duties to include patrolling routinely, responding to citizen complaints, licensing, enforcing applicable ordinances, testifying in court, assisting in handling vicious and/or dangerous animals, assisting the Cook County Sheriff's Office in evictions/cruelty to animal/abandoned animal cases.
- C. Oversees the operation and maintenance of the Animal Shelter, and may assist in cleaning/disinfecting cages, feeding animals, requisitioning supplies/equipment, maintaining the supplies/equipment inventory.
- D. Supervises employees and volunteers, provides technical training in animal care/handling, traps animals, relocates wildlife, participates in employee-selection, develops work schedules, and evaluates subordinates.
- E. Prepares and maintains records, e.g. animals impounded, animal bites, lost animals, adoptions, violations issued, animals destroyed, compiles and analyzes data, prepares quarterly and annual reports for budgetary purposes and monthly reports.
- F. Determines the disposition of impounded animals, attempts to locate owners, may arrange and approve adoptions, identifies and approves animals to be destroyed, assists the veterinarian in destroying diseased and/or injured wildlife, stores carcasses and arranges for disposal.
- G. Responds to inquiries of a non-technical nature; receives, collects, and prepares receipts for pickup fees, fines, boarding fees, license fees and animal trap deposits.
- H. Acts as information resource and contact for area groups or organizations interested in animal welfare, may attend meetings as speaker or resource person.
- I. Assists on-call (after hours, holidays, days off) with emergency animal-related calls.
- J. Assigns and/or assists in the capture of animals involved in bite cases and follows up on bite reports with local veterinarians to insure compliance with state and local ordinances.
- K. Supervises employees, answering their questions, offering advice/direction, performing training and evaluation, administering discipline
- L. Maintain records necessary to complete administrative reports, as required, such as monthly report, quarterly report, calendar-year annual report, and fiscal-year annual report. Records should be kept by type of animal. Records may include, but are not limited to the following:
  - strays impounded
  - animals returned to owners
  - unwanted impounded
  - total citations issued
  - animal bites
  - animals submitted for rabies exam
  - animals euthanized
  - shelter adoptions
  - other types of adoptions
  - total animals handled by shelter
  - animals given up as unwanted
  - miscellaneous calls, services, and complaints

Evanston Police Department  
**ANIMAL CONTROL SOP**  
Effective July 24, 2006

**SOP 1.3 RESPONSIBILITIES OF THE ANIMAL WARDEN**  
*Effective July 24, 2006. Revision Dates:*

The Animal Warden performs the following day-to-day activities under direct supervision of the Chief Animal Warden, including, but not limited to:

- A. Handles citizen complaints such as, stray dogs and cats, barking dogs, defecation violations, dogs off leash, animals on school property, and other complaints.
- B. Traps and relocates urban wildlife
- C. Follows up on animal bite cases
- D. Fills out daily activity sheets for work assigned and other records pertaining to found animals, animals given up as unwanted, strays, adoptions, traps loaned out, lost-and-found books and any other daily activities on which records must be kept
- E. Issues citations for animal violations and appears in court when needed
- F. Releases impounded pets to owners
- G. Receives money for pickup fees, boarding fees, licenses, tickets, and trap rentals
- H. Assists veterinarians in euthanasia of animals as needed
- I. Picks up dead animals not on private property
- J. Assists citizens with miscellaneous animals (wildlife) in-house, and with the capture/trapping of wildlife for release or relocation
- K. Picks up supplies and receives supplies needed for the animal shelter
- L. Assists Cook County Sheriff's Department in eviction cases involving animals
- M. Assists senior citizens and handicapped persons in animal-control matters, such as picking up traps from the shelter and bringing their pets to the veterinarian for medical care (at the discretion of the Chief Animal Warden)
- N. Inventories traps
- O. Enters data into the computer
- P. Responds (on call) to after-hours calls, as assigned
- Q. Performs additional tasks, as assigned

Evanston Police Department  
**ANIMAL CONTROL SOP**  
Effective July 24, 2006

**SOP 1.4 ASSIGNED DUTIES: CHIEF ANIMAL WARDEN**  
Effective July 24, 2006. Revision Dates:

The Chief Animal Warden performs the following duties during the normal shift:

- A. Compiles daily records for future reports (monthly, quarterly, annual, year-end); completes reports as needed and submits them to the division head, as directed
- B. Maintains inventory of equipment/tools and makes minor repairs as needed
- C. Trains and evaluates Animal Control employees
- D. Performs duties to include patrolling routinely, responding to citizen complaints, enforcing applicable city ordinances, assisting the Animal Warden with other calls (when time permits)
- E. Assumes responsibility for the care and storage of the animal tranquilizer gun and equipment sometimes used on feral dogs
- F. Works with volunteers and community groups/organizations interested in animal welfare, when appropriate
- G. Oversees and supervises daily activities of the Animal Warden, reviewing the Animal Warden's daily activity sheets
- H. Follows up on citizen complaints against employees and recommends disciplinary action when required
- I. Enters data into the computer
- J. Provides sheltered animals with humane care and proper treatment
- K. Maintains shelter in compliance with state and federal laws

Evanston Police Department  
**ANIMAL CONTROL SOP**  
Effective July 24, 2006

**SOP 1.5 ASSIGNED DUTIES: ANIMAL WARDEN**  
Effective July 24, 2006. Revision Dates:

Animal Warden Work Schedule on Tuesday through Saturday:

- A. Sign in (10-41) on-air at the beginning of the tour of duty
- B. Pick up assignments from the front desk at the police department
- C. Check voice mail for messages (also check periodically throughout the day)
- D. Handle priority calls
- E. Obtain (around 9:00 a.m.) morning assignments from the Chief Animal Warden
- F. Perform routine morning tasks: responding to citizen complaints; trapping and relocating wildlife; patrolling for stray dogs, troubled areas, parks, beaches, schoolyards, neighborhoods needing extra attention
- G. Take lunch (102). Time will vary, based on workload
- H. Complete any unfinished morning calls before returning to shelter to complete paperwork and perform afternoon tasks (cleaning, feeding, bite reports, returning animals to owners, citizen complaints)
- I. Clean out vehicle
- J. Appear in ordinance court regarding animal-ordinance violations at 9:00 a.m., or at Administrative Adjudication at 1:00 p.m. as required.
- K. Perform other duties as required/assigned
- L. Check out (10-42) at end of tour of duty, securing building

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**SOP 1.6 RESPONSIBILITIES OF THE SHELTER AIDE**  
*Effective July 24, 2006. Revision Dates:*

- I. Monday through Friday, 8:00 a.m. to Noon (12:00 p.m.), the Shelter Aide is responsible for following activities:
  - A. Maintaining the shelter and grounds
  - B. Cleaning the kennel areas
  - C. Handling and caring for the animals
  - D. Answering the phone and checking voice mail
  - E. Handling citizen inquiries and disseminating information
  - F. Handling licensing
  - G. Controlling trap-rentals
  - H. Collecting boarding fees
  - I. General record keeping and file maintenance
  - J. Other animal control duties as needed
- II. When the Shelter Aide has a day off, the Animal Warden will take over the Shelter Aide's assigned duties, assisted by the Chief Animal Warden if necessary.

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**SOP 1.7 ASSIGNED DUTIES: C.A.R.E.**  
*Effective July 24, 2006. Revision Dates:*

The purpose for which C.A.R.E. (Community Animal Rescue Effort) has been organized is set forth in its Articles of Incorporation, as follows:

- To support animal rescue efforts in the City of Evanston
- To promote and encourage the humane treatment of animals through the education of the community
- To provide for the needs of animals at the Shelter, to include: medical, food, socialization, and safety
- To place animals in safe, healthful environments, as measured by established adoption guidelines
- To raise funds to provide for medical care and food for the animals, as well as improvements at the shelter, and to otherwise further the aims of C.A.R.E.

C.A.R.E. is a not-for-profit volunteer organization dedicated to promoting the humane treatment of domestic pets through public education and active involvement with abused and abandoned animals brought to the Evanston Animal Shelter.

C.A.R.E. volunteers staff the Animal Shelter on weekdays, evenings, all day on weekends/holidays. C.A.R.E. volunteers provide care of shelter animals and perform general housekeeping chores.

C.A.R.E. volunteers have the primary responsibility for implementation of the adoption program at the shelter.

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**SOP 1.8 WORKING CONDITIONS**  
*Effective July 24, 2006. Revision Dates:*

**I. Working Hours**

- A. The Animal Shelter is open six days/week, with two wardens handling Animal Control and a part-time Shelter Aide taking care of the shelter.
- B. The following work-schedule is in effect:
  - 1. Shelter Aide Monday – Friday (Year Round)
    - a. 0800 hours start time
    - b. 1200 hours end tour of duty
  - 2. Animal Warden Tuesday – Saturday
    - a. 0830 hours start time
    - b. 1700 hours end tour of duty
  - 3. Chief Animal Warden Monday – Friday
    - a. 0730 hours start time
    - b. 1600 hours end tour of duty
- C. Schedules may change, based upon staffing availability. The Chief Animal Warden will advise the division head when the work-schedule needs adjustment.
- D. When one of the wardens is on vacation, the non-vacationing warden will work the following schedule:
  - 1. 0730 hours starting time
  - 2. 1600 hours end tour of duty

**II. Meal and Break Policy**

- A. Animal Control Wardens may take one 30-minute meal break and two 15-minute breaks per tour of duty at any time that does not conflict with Animal Control activity. Under extenuating circumstances, the meal-break may be extended to an hour by foregoing the two 15-minute breaks allotted to that tour of duty.
- B. The wardens must notify Communications when signing off for a meal or a break, and must clear with Communications when returning to work.

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**SOP 1.9 SECURITY AND SAFETY AT THE ANIMAL SHELTER**  
*Effective July 24, 2006. Revision Dates:*

- I. General Security and Safety Procedures
  - A. Only shelter employees, volunteers, and police officers may use the south entrance to the building.
  - B. The front door will be locked when a warden is not in the office area.
  - C. Cages of animals that may bite will be clearly marked to indicate such.
- II. Visitor protocol
  - A. All visitors will check in at the front desk.
  - B. Visitors will be supervised at all times by Animal Control personnel or volunteers.
  - C. Children will not be admitted to the shelter without parental or adult supervision.
  - D. Visitors will refrain from removing animals from cages.
  - E. No visitors will be allowed in the Quarantine Room.
  - F. No visitors will be allowed access to areas that have just been cleaned, i.e., areas where the floors are wet.
- III. Volunteers
  - A. Volunteers will check in with a Warden or the Shelter Aide upon arrival at the shelter, or—if they are unavailable—with a C.A.R.E. supervisor.  
**Note:** C.A.R.E. will assure that Animal Control at all times is supplied with an updated list of volunteers.
  - B. Volunteers may be restricted from areas of the shelter due to safety concerns.

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**SOP 1.10 ANIMAL TRANQUILIZER EQUIPMENT**

Effective July 24, 2006. Revision Dates:

I. Animal Tranquilizer Gun and Drugs

- A. The tranquilizer gun will be used only with the approval of the division head or designee.
- B. Only the Chief Animal Warden is authorized to use the tranquilizer equipment.
- C. This equipment will be kept at all times when not in use in a locked security closet.
- D. Only animals that are a nuisance and create a serious problem will be tranquilized. If an animal has tags or other means of identification, it will not be tranquilized except under the most critical of circumstances.

II. Drug Dosages

A.	22 pound dosage	$\frac{1}{10}$ cc Rompun	$\frac{1}{2}$ cc Kedamine
B.	33 pound dosage	$\frac{1.5}{10}$ cc Rompun	$\frac{3}{4}$ cc Kedamine
C.	44 pound dosage	$\frac{2}{10}$ cc Rompun	1 cc Kedamine
D.	55 pound dosage	$\frac{2.5}{10}$ cc Rompun	1 $\frac{1}{4}$ cc Kedamine
E.	66 pound dosage	$\frac{3}{10}$ cc Rompun	1 $\frac{1}{2}$ cc Kedamine
F.	77 pound dosage	$\frac{3.5}{10}$ cc Rompun	1 $\frac{3}{4}$ cc Kedamine
G.	88 pound dosage	$\frac{4}{10}$ cc Rompun	2 cc Kedamine
H.	99 pound dosage	$\frac{4.5}{10}$ cc Rompun	2 $\frac{1}{4}$ cc Kedamine
I.	110 pound dosage	$\frac{1}{2}$ cc Rompun	2 $\frac{1}{2}$ cc Kedamine (3cc dart)

- III. The drugs Kedamine and Rompun can be purchased only through a licensed veterinarian and we must have the veterinarian's approval to purchase these drugs under his direction.

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**SOP 1.11 ANIMAL CONTROL FINES AND FEES**  
*Effective July 24, 2006. Revision Dates:*

- I. Collection of Fine and Fee Payments
  - A. With the exception of fees collected for trap-rentals, all fees/fines must be paid by cash or by a check made out for **ONLY** the exact amount due.
  - B. Payments collected for adoptions, pickup, boarding, licenses, and trap rental are to be kept in a security closet until further processed.
  - C. Trap deposits are to be kept in the security closet from the time the traps are loaned out.
  
- II. Submitting Collected Monies to the City Collector.
  - A. Payments collected for fines and fees—*other than trap-rentals*—are to be turned in weekly to the City Collector's Office at the Civic Center.
  - B. Submit animal license forms with the monies attached.
  - C. Submit paid tickets with the monies attached.
  - D. Submit pickup fees, adoption fees, and boarding fees on a general receipt form.  
**Note:** A copy of the general receipt will be proffered the Animal Shelter, to be used for further record keeping.
  
- III. Animal Control Fines and Fees
  - A. Stray Dog/Cat Fees
    1. Pickup: \$10.00
    2. Board: \$10.00/day
    3. Adoption: \$10.00
  - B. Ordinance Violations Not Requiring a Court Appearance  
All animal ordinance violations will be cited on a compliance ticket with a \$75.00 fine.

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**SOP 1.12 DANGEROUS DOG ORDINANCE**

*Effective July 24, 2006. Revision Dates:*

- I. Dangerous Dog Ordinance, Evanston City Code, Section 9-4-17
  - A. Section 9-4-17(I) of the City Code (1) defines a dangerous dog, (2) places restrictions on the movements of such dogs and the actions of their owners, and (3) endeavors to prevent the animal's causing injury to humans, other domestic animals, and property.
  - B. The Animal Control Bureau has primary responsibility for enforcement of the Dangerous Dog Ordinance and for monitoring compliance with its provisions once a dog has been classified "dangerous."
- II. Incident Reporting
  - A. Wardens will submit an incident report whenever they observe conditions defined by the city's Dangerous Dogs Ordinance, or have such conditions reported to them. The wardens also will perform supplemental follow-up investigations as required. All reports will be turned in at the Service Desk.
  - B. The Chief Animal Warden will maintain a file on each incident involving an identified dangerous dog and owner/harbinger.
- III. Administrative Review Process
  - A. Following review of the file and declaration of the dog as "dangerous," the Chief of Police will notify the owner of the animal, in writing, that the dog has been declared dangerous. The Chief also will notify the city's finance director, who is responsible for issuing animal permits (licenses).
- IV. Appeal of the Dangerous Dog Designation
  - A. The owner of the dog may appeal the dangerous-dog designation to the Chief of Police. Both appeal and response will be in accordance with the provisions outlined in Section 9-4-17(I) of the City Code.
  - B. Following appeal, the owner of the dangerous dog will have 30 days in which to comply with the provisions of Section 9-4-17 of the City Code.
  - C. If, at the close of the compliance period, it is deemed that the terms of compliance have not been met, the Chief Animal Warden will be authorized to take enforcement action.
- V. Notification to Members
  - A. As dogs are declared/adjudicated "dangerous," the Chief of Police will disseminate, via departmental bulletin, information identifying the dog, its owner, and where the dog is housed. The president of C.A.R.E. will be notified, also.
- VI. Administrative Reporting
  - A. The Chief Animal Warden each month will report to the Chief of Police both the number of dangerous-dog incidents reported during the past month and the number of citations issued for Dangerous Dog Ordinance violations.

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**SOP 1.13 BITE REPORTS AND RABIES FOLLOW-UPS**  
*Effective July 24, 2006. Revision Dates:*

I. Bite Reports

The owner of a biting animal who fails to make any of the required visits is liable for fines ranging from \$25/day to \$500/day for each day he fails to do so.

II. Rabies Follow-Ups

Rabies follow-ups routinely will be handled by both the Chief Animal Warden and the Animal Warden.

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**SOP 1.14 ANIMAL ADOPTIONS**

*Effective July 24, 2006. Revision Dates:*

- I. C.A.R.E. handles dog/cat adoptions during the following hours:
  - A. Monday – Thursday 6:00 p.m. – 8:00 p.m.
  - B. Saturday – Sunday 12:00 p.m. – 3:30 p.m.
- II. Animal Shelter Adoption Procedures
  - A. Persons adopting animals must be 21 years of age or older.
  - B. C.A.R.E. handles adoption procedures and can refuse adoption for various reasons. However, the Chief Animal Warden and the City of Evanston have the authority to make the final decision.
  - C. All animals adopted from the Shelter will be micro-chipped and spayed/neutered before final adoption.
  - D. C.A.R.E. will pay fees due the City of Evanston.
  - E. Circumstances and severity of an animal bite will be considered in determining the disposition of an animal, i.e., suitability for adoption. The Chief Animal Warden and designated C.A.R.E. evaluator will confer to discuss the outcome.
- III. Adoption Returns
  - A. The shelter will accept return adoptions only with proof of adoption.
  - B. Space limitations of the shelter will always be taken into consideration before accepting a return adoption. Alternatives will be offered to the adopter should the shelter be unable to accommodate the request.
- IV. Adoptions by Animal Welfare Organizations and Adoptions of Animals Other Than Dogs and Cats
  - A. Breed-rescue organizations sometimes assist Animal Control and C.A.R.E. by taking certain dogs. Dogs identified for breed-rescue will be temperament-tested prior to placement. They also will be spayed/neutered, micro-chipped, given shots, and checked for medical soundness.
  - B. At no time will the City of Evanston give any animal to any group or organization that would use the animal for experiments/tests.
  - C. Domestic animals such as rabbits, guinea pigs, mice, rats, hamsters, ferrets, turtles, snakes, etc. obtained by the City of Evanston will be placed with species-specific rescue efforts known to Animal Control.

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**SOP 2.1 ANIMAL HOUSING**

*Effective July 24, 2006. Revision Dates:*

- I. Cages
  - A. Because the shelter accepts unwanted animals from Evanston residents, four dog cages and four cat cages will be kept available for stray incoming animals at all times in the main kennel area.
- II. Length of Stay at Shelter
  - A. The number of days an adoptable animal can be kept at the shelter is limited due to space constraints. Adoptable dogs and cats will be held at the shelter or in qualified foster homes until adopted or until quality of life is compromised.
  - B. Disposition of dogs and cats at the shelter will be handled by C.A.R.E. under direction of the Chief Animal Warden. Disputes regarding disposition will be resolved by the Deputy Chief, Strategic Services Division.
  - C. Animals in foster care may be brought back to the shelter for adoption.
- III. Relocated and Missing Animals
  - A. If an animal is removed from the shelter grounds for a reason other than adoption, foster care, transport to a veterinarian for treatment, or other authorized Animal Control activities, that reason must be documented (date, animal, destination, reason for relocation) on the appropriate form before the animal leaves shelter premises.
  - B. If an animal is discovered to be missing and there is no documented reason for it to be away from the shelter premises, a police report will be filed and an investigation initiated.

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**SOP 2.2 ANIMALS QUARANTINED AND PLACED IN ISOLATION**  
Effective July 24, 2006. Revision Dates:

- I. Shelter Animals Quarantined in the Isolation Room
  - A. Dogs and cats deemed too dangerous to interact with other animals will be caged in the Isolation Room whenever possible.
  - B. Animals that are ill or have not yet visited the vet will be placed in the Isolation Room until they can be seen by a veterinarian.
    1. **Note:** If an animal appears to be ill or has not yet visited a vet, the animal will be placed in the Isolation Room until such time as it can make the requisite visit. Under these circumstances, animals already in isolation will be moved back into the general population at the shelter.
  - C. When the population of the general kennel area reaches maximum capacity, incoming animals may be housed in the Isolation Room provided it is not housing sick animals who have not yet visited the vet.
- II. Shelter Animals with Contagious Diseases
  - A. A shelter animal deemed by a veterinarian to have a contagious disease will be kept at the animal hospital until such time as it no longer is contagious. The cage in which the diseased animal was confined at the shelter will be disinfected and not used for that particular species for a period of 48 hours.
- III. Shelter Animals Ill and Deceased Due to Infection
  - A. If a veterinarian is able to isolate the cause of the disease or death and remove its source, the cages containing sick animals will be disinfected and kept empty for 48 hours.
  - B. If a veterinarian cannot locate the source of infection, and more than one animal is affected, the shelter will be on quarantine for a minimum of ten days and will not accept or adopt out any animals of the same species.

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**SOP 2.3 BITES AT ANIMAL SHELTER**  
*Effective July 24, 2006. Revision Dates:*

- I. Bites at the Animal Shelter and its Environs
  - A. A police report must be made if medical attention is sought or if an animal bite or scratch is of a serious nature.
  - B. A memo describing the incident and circumstances must be submitted to the Chief Animal Warden no later than 12 hours after the incident. A copy of the memo will be attached to the animal-inventory card.
  - C. If a warden or the Shelter Aide is bitten, an on-the-job injury report or first aid report will be submitted through the proper channels.
  - D. The Chief Animal Warden (or designee) will review the circumstances of the bite or scratch to determine if any further action is necessary.
  - E. Any animal that has seriously bitten or scratched someone must be held under observation for a period of 10 days, under terms of the Cook County Animal and Rabies Control Ordinance.
  - F. A biting animal that is deemed too dangerous to be held for the 10-day holding period will be euthanized and sent in for further testing to the Cook County Department of Animal and Rabies Control.

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**SOP 3.1 INJURED OR ILL ANIMALS**

*Effective July 24, 2006. Revision Dates:*

An injured or ill domestic animal picked up by the wardens or police officers will be transported directly to a designated veterinarian for care and treatment. If the veterinarian believes the animal can be saved and subsequently will enjoy a quality life, the following measures will be taken with regard to medical costs:

- A. If the animal was recovered as a result of a police cruelty investigation, initial treatment for basic supportive care and any special testing necessary for prosecution will be the responsibility of the City of Evanston. If long-term care or specialty medical treatment is necessary for recovery, a meeting will be held with a representative of the City of Evanston and C.A.R.E. to determine a plan of action and responsibility for any additional costs.
- B. C.A.R.E. will be responsible for the initial basic supportive care of all other injured or ill domestic animals. As soon as practical, C.A.R.E.'s Medical Director (Canine or Feline) will be contacted and advised of the situation. Responsibility for additional medical care and costs will be determined on a case by case basis by a representative of C.A.R.E.
- C. If an owner is located, they will assume financial responsibility for initial supportive measures already taken and any additional costs.
- D. Should the veterinarian advise euthanasia, the City of Evanston will be responsible for the cost.

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**SOP 3.2 EUTHANASIA**

*Effective July 24, 2006. Revision Dates:*

**I. Euthanasia Policy**

**A. Euthanasia of Stray Dogs**

1. A stray dog picked up and exhibiting behavior considered dangerous will be kept under observation for a period not to exceed 7 days, after which Animal Control and C.A.R.E. together will determine whether the animal is adoptable or unadoptable.
2. The Chief Animal Warden will make the final decision as to whether a dog is dangerous or not. If C.A.R.E. disputes the Chief Animal Warden's decision, the disagreement will be resolved by the division head. Animals found to be unadoptable will be euthanized.

**B. Euthanasia of Animals Exhibiting Minimal Aggression**

Animals exhibiting behavioral problems or minimal aggressive traits will be assessed by C.A.R.E. volunteers and Animal Control to determine their eligibility for behavioral work. If behavioral work is initiated and no significant improvement results, the animal will be deemed not adoptable and will be euthanized.

**C. Euthanasia of Adoptable Animals**

Every effort will be made not to destroy an adoptable animal. C.A.R.E. volunteers will consult with the Chief Animal Warden (or designee) to use the space-to-animals ratio optimally and to find alternatives to euthanasia. C.A.R.E. will designate certain volunteers to contact and consult with the Chief Animal Warden before any shelter animal is euthanized.

**II. Euthanasia Procedure**

- A. Injured or ill dogs/cats/wildlife will be euthanized by a local veterinarian, as needed.
- B. Injured or ill skunks will not be transported to a veterinarian for euthanasia. If the movement of the skunk can be contained, the following professional services will be used:

Animal Control Specialists  
2975 North Milwaukee Ave.  
Northbrook, IL 60062  
847/827-7800

Note: Currently McCormick Animal Hospital (8260 McCormick, Skokie, Illinois, 847-676-2444) performs euthanasia for the city.

- C. Aside from the above-described instances of mandatory euthanasia, the decision to euthanize will be on a case-by-case basis. If Animal Control and C.A.R.E. do not agree that euthanasia is appropriate in a specific instance, the division head, will resolve the conflict.

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**SOP 3.3 DECEASED ANIMALS**

*Effective July 24, 2006. Revision Dates:*

- I. All deceased dogs, cats and wildlife on city property, and deceased dogs on private property but not owned by the resident, will be picked up as soon as possible by Animal Control and brought to the shelter.
- II. All deceased wildlife and cats on private property are the responsibility of the property-owner. The city recommends putting the deceased animals in a plastic garbage bag, securing the bag with a twist tie, and placing it in the garbage for pickup by the Department of Streets and Sanitation.
- III. All dead animals picked up on city property (streets, alleys, parkways, etc.) will be stored with euthanized animals at the Animal Shelter until the pickup service arrives.
- IV. Dead rat calls will be handled by the Evanston Health Department or Animal Control depending on who receives the call first.
- V. Animals found dead in garbage cans are the property owner's responsibility.
- VI. Residents who wish to bring in their deceased pets may do so by calling Animal Control and making an appointment. There is a \$20.00 fee. Under special circumstances, it may be waived by the Chief Animal Warden.

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**SOP 3.4 RELEASE OF PETS TO OWNERS**  
*Effective July 24, 2006. Revision Dates:*

I. Procedures

- A. The City of Evanston will hold stray dogs/cats for seven days, pending pickup by owner.  
**Note:** At its discretion, Animal Control may hold the animal longer in an effort to have it adopted rather than euthanized.
- B. Identification of lost pets is made through ID tags, rabies tags, veterinarian tags, city-issued animal licenses, and implanted microchips.
- C. Owners will be contacted by phone. If that proves impossible, and if the owner lives in Evanston, the warden will leave a note at the owner's home, asking the owner to contact the shelter.
- D. Stray dogs and cats will be returned to their owners (or a representative of the owner) as soon as possible.

II. Return of Lost Pets

- A. No animal will be released to its owner (or the owner's representative) without proof that the animal is current on its rabies vaccination. If the animal is not current, the warden will have it inoculated against rabies by a licensed veterinarian at McCormick Animal Hospital.
- B. An animal will be released to its owner (or his representative) only after being licensed by the City of Evanston (if applicable) and only after all fees (e.g. pickup, boarding, vaccination) have been paid.

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**SOP 3.5 ANIMALS OBTAINED DUE TO EVICTION/ABANDONMENT**  
*Effective July 24, 2006. Revision Dates:*

I. Eviction

- A. When Animal Control assists the Cook County Sheriff's Department with an eviction, the sheriff must sign a give-up card so that the City of Evanston will not be held responsible.
- B. An animal obtained as the result of an eviction will be held for a period of not less than a week, so long as the health of the animal permits it.
- C. If an animal remains unclaimed by its owner at the close of the one-week holding period, the City of Evanston can adopt or euthanize it.

II. Animal Abandonment

If the owner of a property signs a give-up inventory card, Animal Control will remove/assist in removing any abandoned animal from that owner's property. The animal will be held for one week to give its owner a chance to reclaim the pet by paying all boarding, pickup, and procedural fees required by state and local ordinances.

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**SOP 3.6 UNWANTED ANIMALS**

*Effective July 24, 2006. Revision Dates:*

- I. The shelter accepts unwanted animals from Evanston residents (with identification) if the animals are healthy and stable (non-aggressive).
- II. The fee for this service is \$35 per adult animal, \$50 per litter, and \$85 per mother with litter.
- III. A give up list will be maintained for this purpose. Give up animals will be taken in when space allows and in numerical order from the list.
- IV. Attempts to resolve the problem and maintain the animal in the home will be made by offering counseling on behavioral issues.
- V. Unwanted animals requiring euthanasia will be referred to a veterinarian at owners' expense.
- VI. The shelter is not equipped to handle animals other than dogs or cats. Therefore, the owner of a non-canine, non-feline pet is responsible for seeking out alternate resources. Wardens will help with suggestions.

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**SOP 3.7 WILDLIFE**

*Effective July 24, 2006. Revision Dates:*

**I. Wildlife in Residence**

- A. Animal Control will remove wildlife (birds, bats, raccoons, etc.) from a private residence only ONCE, and then only from the LIVING AREA (not from basements, chimneys, crawl spaces, attics, etc.). The homeowner will be advised how to prevent recurrence of the problem (cap all chimneys, make necessary repairs, etc.). If there is a subsequent instance of wildlife in the residence, the homeowner will be referred to a licensed trapper. A log will be kept of wildlife-in-residence incidents.
- B. All instances of wildlife in residential spaces at schools (including university dorms) and businesses will be referred to a private trapper for removal of the animal.
- C. For squirrels, homeowners may borrow a trap if the trap agreement is followed.

**II. Feral Cats**

**A. Feral Cats Defined**

- 1. A cat born in the wild, or the offspring of a cat (owned or feral) that is not socialized, or a formerly-owned cat that has been abandoned and no longer is socialized

**B. Feral Kittens**

- 1. The kittens of feral cats will be examined by a licensed veterinarian within 48 hours of arrival at the shelter. Unhealthy kittens not treatable within reasonable means will be euthanized at the earliest possible date.
- 2. Healthy kittens of a feral cat will be kept in isolation until they are weaned.
- 3. Note: Following weaning the feral mother can be put up for adoption, at the Chief Animal Warden's discretion, if her socialization has improved.

**C. Adult Feral Cat Deemed Unadoptable**

- 1. An unadoptable adult feral cat will be:
  - a. Referred to a feline rescue group specializing in feral cat placement, but only after having a blood test, shots, neutering, and ear tipping. Ear tipping indicates the cat has been spayed/neutered.
  - b. Released on the property where it was found, with the homeowner assuming "ownership," and only after the cat receives a blood test, shots, neutering, and ear tipping.
  - c. Euthanized humanely

**III. Pigeons**

It is the responsibility of the property owner to get rid of pigeons on the property by hiring a professional. Animal Control will assist with referrals.

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**SOP 3.8 WILDLIFE TRAPPING AND RELOCATING**

*Effective July 24, 2006. Revision Dates:*

**I. Trap Lending Policy and Procedures**

- A. It is imperative that traps at all times be available for the use of city residents, due to the large number who ask to borrow traps.
- B. Residents borrowing traps sign a borrower's agreement form.
- C. To encourage prompt return of borrowed traps, the city requires a cash deposit, refundable (minus any overdue fees) when the trap is returned to the shelter.
- D. All traps must be picked up at the Evanston Animal Shelter and returned within the specified 30-day period to avoid delinquent charges and to insure full refund of deposit.
- E. Exceptions to the above policies may be made at the discretion of the Chief Animal Warden.

**II. Trap Fees**

TYPE OF TRAP	DEPOSIT	USER FEE	BORROWERS AGREEMENT
Squirrel	\$25.00	\$10.00	\$2.00/day late fee
Cat/Skunk	\$35.00	\$10.00	\$2.00/day late fee
Small Raccoon & Opossum	\$50.00	\$10.00	\$2.00/day late fee
Large Raccoon	\$60.00	\$10.00	\$2.00/day late fee

**\$10.00 USER FEE NOT INCLUDED IN DEPOSIT AND NON-REFUNDABLE**

**III. Animals In Chimneys**

- A. Birds or squirrels in the chimney are the homeowner's responsibility. However, a trap may be borrowed for squirrels if the trap agreement is followed.
- B. Raccoons in the chimney during birthing season (March-May) will be referred to a private trapper. All other months a trap may be borrowed if the trap agreement is followed.
- C. All homeowners who have animals in their chimneys (furnace or fireplace) will be advised to cap their chimney after the trapper removes the animal.

**IV. Cats**

All cats that are trapped must be brought in to the shelter or released by the borrower.

**V. Large Animals**

The city does not trap/relocate large wildlife such as deer and coyotes.

Evanston Police Department  
**ANIMAL CONTROL SOP**  
Effective July 24, 2006

**SOP 3.9 SERVICES RENDERED TO NORTHWESTERN UNIVERSITY,  
PUBLIC/PRIVATE SCHOOLS, AND BUSINESSES**

*Effective July 24, 2006. Revision Dates:*

- I. Schools and businesses are responsible for providing Animal Control with the name of a representative of the school or business to show the location of any calls.
- II. Stray Dogs on School and Business Properties
  - A. Animal Control will assist in picking up stray dogs at school and business properties. If a stray eludes capture and is sighted later on a school or business property, it will be the responsibility of the school or business to notify Animal Control of the dog's return and location, and to assist Animal Control in capturing the stray.
  - B. Note: Stray dogs will be picked up at Northwestern University ONLY if they are already caught and held by Campus Security.
- II. Wildlife in Private Schools
  - A. Private schools will be responsible for capturing (and releasing, if applicable) any wildlife that has entered its buildings.
  - B. Animal Control will provide the use of a live trap in accordance with the trap-rental agreement.
- III. Private Trappers
  - A. A private trapper will assist in handling calls involving skunks.
  - B. Animal Control will provide the phone numbers of several private trappers to assist in handling wildlife calls.
- IV. Injured Animals on School and Business Properties
  - A. Animal Control will pick up any injured animal on a school or business property.
  - B. Animal Control will pick up ONLY injured dogs and cats from Northwestern University. The university will handle all other injured wildlife.

**EXHIBIT E**  
**Mission Statement of C.A.R.E. and Sample List of C.A.R.E. Activities**

***Mission Statement of C.A.R.E.  
and Sample List of C.A.R.E. Activities***

**Mission:**

C.A.R.E. is an all-volunteer, nonprofit organization with a mission to serve Evanston and surrounding communities by fostering and supporting healthy, positive relationships between people and companion animals.

C.A.R.E. provides for the needs of animals at the Evanston Shelter; adopts animals into safe, healthy, lifelong homes; serves as an educational and counseling resource; and works to reduce pet overpopulation.

**Vision:**

C.A.R.E. volunteers envision a future with no more homeless or abused pets.

In pursuit of this goal we will:

- be the premier resource in the North and Northwest suburbs of Chicago for information regarding companion animals.
- be a national model for an effective and efficient volunteer humane organization with a committed, well-trained and diverse volunteer base.
- be a valued and recognized partner with the City of Evanston on development and implementation of policies and practices related to animals
- partner with a large and growing group of supporters who provide the financial resources needed to improve and expand our facility, programs and services.

**Activities:**

C.A.R.E. volunteers contribute from three to 30+ hours per week, assuming complete responsibility for Shelter activities during weekday evenings, all day on weekends and on holidays. On a day-to-day basis, volunteers perform several duties such as:

- Feeding/medicating animals
- Walking and socializing dogs
- Exercising and socializing cats
- Fostering special needs animals
- Providing advice/assistance to pet owners experiencing problems with their pets
- Transporting animals to/from the veterinary clinic
- Directing all veterinary care including spaying/neutering, micro-chipping, vaccinations.
- Conducting in-shelter and out of shelter humane education.
- Maintaining a large/active volunteer base.
- Maintaining communication with supporters, adopters and volunteers.
- Participating as court advocates for animal abuse/neglect cases.
- Fund-raising (there are four major fund raisers a year with a variety of smaller fund-raisers.)
- Cleaning kennels/cages
- Conducting adoptions
- Grooming animals
- Conducting outreach education

## **Long-Range Objectives:**

1. C.A.R.E. will address companion animal homelessness, neglect and mistreatment with cutting-edge preventive and corrective programs.
2. C.A.R.E. will recruit and retain the best volunteers possible, providing them with the training, support and infrastructure necessary for effective performance and instilling personal pride in service and C.A.R.E.'s mission.
3. C.A.R.E. will expand its educational and advocacy outreach into Chicago and throughout the North and Northwest suburbs.
4. C.A.R.E. will have a facility that meets all the needs of animals as well as visitors and volunteers.
5. C.A.R.E. will provide an unmatched level of customer interaction and service.
6. C.A.R.E. will optimize its organizational structure and operations for effectiveness and efficiency.
7. C.A.R.E. will practice sound financial management as it diversifies and expands its fundraising efforts.

## EXHIBIT F

### CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into by and between the City of Evanston ("City") and Community Animal Rescue Effort Friends of the Evanston Animal Shelter, Inc. ("C.A.R.E"), an Illinois not-for-profit corporation, as of this Sept 4, 2007.

#### RECITALS

WHEREAS, City and C.A.R.E. currently operate an animal shelter (the "Shelter") located at 2310 Oakton Avenue, Evanston, Illinois (the "Property"); and

WHEREAS, City, as Landlord, and C.A.R.E., as Tenant, have entered into that certain Lease (the "Lease"), pursuant to which City is leasing to C.A.R.E. and C.A.R.E. is leasing from City the Property, described in the Lease as the Premises; and

WHEREAS, City and C.A.R.E. have agreed to undertake certain improvements to the Premises in accordance with a separate Construction Agreement; and

WHEREAS, this Agreement shall serve as such separate Construction Agreement, and shall set forth the terms and conditions upon which improvements to the Premises shall be undertaken and funded.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and C.A.R.E. hereby agree as follows:

#### AGREEMENT

1. The Improvements. City and C.A.R.E. (collectively, the "Parties" and individually, a "Party") agree that the Parties shall reasonably work together to timely develop, coordinate and arrange at the Premises certain alterations, additions and improvements (the "Improvements") in order to allow the Premises to better serve as the location for the operation of an animal shelter by the Parties in accordance with the terms of this Agreement.

2. Design Development.

2.1 *Selection of Architect*. Within thirty (30) calendar days after the completion of the Environmental Analysis in accordance with Section 10 of this Agreement, City shall establish a Request for Qualifications and/or a Request for Proposals ("RFQ/RFP") architect review and selection committee ("Committee"), and, at the election of C.A.R.E., at least one representative of C.A.R.E. shall participate as an equal member of the Committee. Such Committee shall work together to promptly select a qualified architect (the "Architect").

Within thirty (30) calendar days after establishing the Committee, City shall produce to C.A.R.E. a draft RFQ/RFP that, when finalized, will be used to solicit bids from qualified architects for the purpose of designing the Improvements. C.A.R.E. shall have ten (10) business days after receipt of such RFQ/RFP to provide comments to the City, which comments shall be reasonably incorporated into the final RFQ/RFP.

Within sixty (60) calendar days after the Committee's selection of the Architect, City shall use good faith efforts to negotiate and enter into any agreements with such Architect as may be necessary regarding the design and construction of the Improvements. City shall keep C.A.R.E. apprised, at all times during such negotiations, of the status of the same, and C.A.R.E. may, but shall not be obligated to, attend such negotiations. Following the negotiation of a proposed agreement with the Architect for the design and construction of the Improvements, City shall submit the proposed agreement for approval by the City Council no later than the next regularly-scheduled City Council meeting.

2.2 *Plans and Specifications.* Promptly after the City Council's approval of the proposed agreement with the Architect, City shall cause the Architect to produce initial plans and specifications for the Improvements (the "Plans and Specifications"). The Plans and Specifications shall be generally consistent with the type, layout, location, and configuration of the Improvements described in the Preliminary Design Plan set forth in Exhibit A attached hereto and made a part hereof. C.A.R.E. shall be invited to participate as a full partner in all project-related meetings during the course of the preparation of such Plans and Specifications, and may volunteer advice and consent on the same at any time. City shall periodically submit progressive working drawings of such Plans and Specifications to C.A.R.E. for review and recommendations. Upon completion of the Plans and Specifications, City shall provide C.A.R.E. with a draft copy of the same, and C.A.R.E. shall review and comment on the same within fifteen (15) calendar days after receipt thereof. In the event C.A.R.E. states that, as designed, the Plans and Specifications materially deviate from the Preliminary Design Plan or would materially affect C.A.R.E.'s ability to conduct the Permitted Use under the Lease, City shall, within thirty (30) calendar days after receipt of such oral or written notification, cause Architect to make such changes as may be necessary to reasonably address C.A.R.E.'s concerns.

3. Budget and Construction. Concurrently with the production of the Plans and Specifications, City and C.A.R.E., with the assistance of the Architect, shall complete a budget (the "Budget") for the Improvements reasonably acceptable to both City and C.A.R.E., setting forth the various costs anticipated to be incurred in connection with the design and construction of the Improvements, as well as the allocation of contributions to be made to cover such costs by both City and C.A.R.E., and certain benchmarks upon which each Party is required to make such payments. The total cost of the Improvements as set forth in the approved Budget shall not exceed One Million and 00/100 Dollars (\$1,000,000.00) (the "Total Budget Amount"), of which Four-Hundred Seventy Thousand and 00/100 Dollars (\$470,000.00) have been committed by the City as of the Effective Date. In addition, the total amount to be contributed by C.A.R.E. from time to time toward costs contained in the Budget ("C.A.R.E.'s Contribution") will be Five-

Hundred Thousand and 00/100 Dollars (\$500,000.00). Within thirty (30) calendar days after the completion of the Environmental Analysis in accordance with Section 10 of this Agreement, but subject to the provisions of Section 10 of this Agreement, C.A.R.E. shall establish an escrow account and place therein Three-Hundred Thousand and 00/100 Dollars (\$300,000.00) that will be used toward C.A.R.E.'s Contribution. Within thirty (30) calendar days of the completion and approval of the final Plans and Specifications described in Section 2.2, above, C.A.R.E. shall place into the escrow account described in this Paragraph an additional One-Hundred Thousand and 00/100 Dollars (\$100,000.00) that will be used towards C.A.R.E.'s Contribution. Within thirty (30) calendar days of the commencement of construction of the Improvements described in this Agreement, C.A.R.E. shall place into the escrow account described in this Paragraph the remaining One-Hundred Thousand and 00/100 Dollars (\$100,000.00) that will be used towards C.A.R.E.'s Contribution.

No later than thirty (30) calendar days after the Effective Date, the City shall establish a separate account and place therein Four-Hundred Seventy Thousand and 00/100 Dollars (\$470,000.00) that will be used toward the City's contribution to the Total Budget Amount.

In the event City and C.A.R.E. cannot complete a Budget approved by both City and C.A.R.E. on or before the date of final approval of the Plans and Specifications, then the Parties shall seek budgetary assistance by invoking dispute resolution in accordance with Section 20.5 of the Lease.

If at any time after approval of the Budget and Plans and Specifications, unexpected costs in excess of the Total Budget Amount are incurred, City shall solely be responsible for payment of the first Thirty Thousand and 00/100 Dollars (\$30,000.00). Afterward, costs incurred in excess of the Total Budget Amount shall be shared between the parties with 50% attributed to C.A.R.E. and 50% attributed to the City, but under no circumstances shall C.A.R.E. be responsible for payment of more than Fifty Thousand and 00/100 Dollars (\$50,000.00) beyond C.A.R.E.'s Contribution, without further approval from C.A.R.E.; additional funds from C.A.R.E. beyond such amount shall require express approval from C.A.R.E.'s Board of Directors, and will collectively constitute "C.A.R.E.'s Supplemental Contribution."

Each Party shall bear its own administrative costs incurred during the design, permitting and construction of the Improvements, and such costs shall not be paid from the Total Budget Amount.

Notwithstanding anything to the contrary in this Agreement or the Lease, City shall solely be responsible for paying for any and all of the costs and expenses associated with the performance of the Environmental Analysis required by Section 10 of this Agreement. Such costs and expenses shall not be paid from the Total Budget Amount.

Upon receipt of any invoice associated with the design or construction of the Improvements, City shall promptly provide C.A.R.E. with a duplicate copy of the invoice for C.A.R.E.'s review and consideration. C.A.R.E. shall review the invoice and either

timely contest the invoice to the City in detail and in writing or remit payment for half of such costs to the City from C.A.R.E.'s escrow account. Once C.A.R.E. remits half of such costs to the City, City shall solely be responsible to make full payments to its contractors during the development, coordination, arrangement, and implementation of the Improvements. City shall keep clear records of invoices, receipts and other documents evidencing the imposition of financial obligations for the Improvements and payments made by the City. City will provide C.A.R.E. with access to or copies of all such records upon request. City will be solely responsible for payment of interest or penalties due to delinquent payments made to City's contractors and such amount shall not be deducted from the Total Budget Amount.

#### 4. Construction.

4.1 *Construction.* Utilizing a general contractor and subcontractors selected according to the City's purchasing rules and regulations, City shall cause to be constructed and installed the Improvements, as described in the approved Plans and Specifications, in accordance with a construction schedule ("Construction Schedule") that must be included in the contract between the City and such general contractor and/or subcontractors. In no case shall the Construction Schedule in the contract between the City and the general contractor and/or subcontractors exceed a time period of three hundred sixty-five (365) days from the effective date of such contract, except if such delays are caused by a Force Majeure Event. City shall be responsible for paying all permit and inspection fees and obtaining all required permits on the Premises, in accordance with the Plans and Specifications. City shall ensure that the Improvements are constructed in compliance with all applicable laws and regulations and in a good, workman-like and lien-free manner. City shall be responsible, at its sole cost and expense, to correct any and all violations of and/or comply with all building, fire, seismic, or other applicable codes as such violations or compliance obligations relate to the construction of the Improvements.

City shall work with C.A.R.E. and use its best efforts to ensure that construction of the Improvements is promptly commenced in accordance with the final Plans and Specifications within ninety (90) calendar days after approval of the final Plans and Specifications. The Parties shall also work closely together to ensure that construction of the Improvements is timely completed in accordance with the Budget and the Construction Schedule.

4.2 *C.A.R.E. Cooperation.* C.A.R.E. will execute all required applications, documents, and easements reasonably required in connection with the construction of the Improvements, within fifteen (15) calendar days of City's request for the same. C.A.R.E. will reasonably cooperate with City with respect to such other matters as to which City may reasonably request C.A.R.E.'s assistance in connection with the development of the Plans and Specifications and the construction of the Improvements.

5. Revisions to Plans and Specifications. If City determines that it is necessary to revise the approved Plans and Specifications, City shall deliver such revised plans ("Revised Plans and Specifications") to C.A.R.E. in writing for its review and comment.

Such Revised Plans and Specifications shall not materially affect C.A.R.E.'s ability to conduct the Permitted Use (as defined in the Lease) at the Premises after completion of the Improvements or materially deviate from the Preliminary Design Plans attached hereto as Exhibit A. The Revised Plans and Specifications shall replace the earlier Plans and Specifications and be incorporated herein as though the Revised Plans and Specifications were the original Plans and Specifications.

6. City and C.A.R.E. Representatives. Each Party shall designate a representative with respect to the matters set forth in this Agreement. The representative selected by C.A.R.E. shall have full authority and responsibility to act on behalf of C.A.R.E. as required herein. The representative selected by the City shall have full authority and responsibility to act on behalf of the City, except as limited by any applicable Purchasing Agreement or any applicable laws. Furthermore, any contract changes are required to be approved by the City Council before they become effective. Each Party shall inform the other in writing of any change in its representative.

7. Insurance. City shall not permit City's contractors to commence any work until all required insurance set forth below has been obtained by City's contractors, and certificates evidencing the same have been verified by City. City's contractors shall procure, pay for and maintain during the construction of the Improvements and/or the continuance of their respective work on the Improvements, insurance of the types and in the amounts set forth below, which shall be endorsed in all policies to include City and C.A.R.E. as additional insureds, and which shall provide thirty (30) calendar days prior written notice to City and C.A.R.E. of any alteration or termination of coverage.

City's contractors shall procure, pay for and keep in full force and effect:

(a) *Commercial General Liability Insurance:* Commercial General Liability insurance with respect to the Premises and the operations on or on behalf of City's contractors in, on or about the Premises, including but not limited to personal injury, product liability (if applicable), blanket contractual, broad form property damage liability coverage, with a minimum limit of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00 in the aggregate, provided however, that City's General Contractor must have a policy with a minimum limit of Ten Million and 00/100 Dollars (\$10,000,000.00).

(b) *Construction Insurance:* Construction Insurance with limits of liability of not less than Two Million and 00/100 Dollars (\$2,000,000.00).

(c) *Workers' Compensation:* Workers' Compensation coverage as required by law, together with Employer's Liability coverage with a limit of not less than Five-Hundred Thousand and 00/100 Dollars (\$500,000.00).

City's contractors shall provide copies of certificates evidencing insurance required by this Section upon request by City or C.A.R.E.

Further, City shall cause Architect and any engineers involved in the Improvements to maintain an "errors and omissions" policy in limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) on a per occurrence basis.

8. Construction Management. City shall at all times during construction of the Improvements require contractors and subcontractors to keep the Premises and adjacent areas free from accumulations of waste material or rubbish caused by its suppliers, contractors or workmen. Upon completion of the Improvements, City shall ensure that its contractors shall forthwith remove all rubbish and all tools, equipment and surplus materials from and about the Premises and shall leave the Premises clean to the reasonable satisfaction of C.A.R.E. This final clean-up shall include the cleaning of light fixtures, windows, entries and public space affected by the work. Upon completion of Improvements, City shall notify C.A.R.E. that the Improvements have been completed and are available for inspection for conformance with the approved Plans and Specifications.

9. Cooperation. Except as otherwise provided herein, the City agrees to reasonably consider and incorporate all comments and suggestions made by C.A.R.E. and its representatives related to any aspect of the development and implementation of the Improvements. In the event of any dispute between City and C.A.R.E. related to this Agreement, City and C.A.R.E. shall resolve such disputes consistent with Section 20.5 of the Lease.

10. Environmental Impact/Termination. Within fifteen (15) calendar days after the Effective Date, the Parties shall take all actions necessary to hire an environmental consultant to perform an appropriate environmental analysis of the Premises, which must include a reasonable estimate of costs of potential financial impacts on the Improvements due to the presence or possible presence of Hazardous Substances at, on or under the Premises ("Environmental Analysis"). Such Environmental Analysis shall be completed no later than forty-five (45) calendar days after the Effective Date by a qualified environmental consultant, mutually acceptable to the Parties, and in accordance with the then-current American Society for Testing and Materials Standards and applicable federal and state environmental regulations. The environmental consultant shall be required to provide to both Parties a final written report documenting the findings and conclusions of the Environmental Analysis. The City shall pay for all of the costs and expenses of the Environmental Analysis in accordance with Section 3 of this Agreement. For purposes of this Agreement, the Environmental Analysis shall be deemed to be completed when the final report of such Environmental Analysis is provided to both City and C.A.R.E.

Based on the results of the Environmental Analysis and notwithstanding anything contrary in this Agreement, either Landlord or Tenant ("Notifying Party") may Terminate this Agreement within thirty (30) calendar days after receiving the final report of the Environmental Analysis by sending written notice to the other Party ("Recipient Party") if Hazardous Substances are identified at the Premises that would make the completion of the Improvements economically infeasible. If the Recipient Party, within ten (10) calendar days after receipt of such notice, does not deliver a written response to the Notifying Party expressing disagreement as to whether the Improvements are

economically infeasible, this Agreement shall terminate as of the date specified in said notice with no further liability to Landlord or Tenant except as otherwise provided under this Agreement and the Lease. In the event of any disagreement between Landlord and Tenant as to whether the Improvements are economically infeasible within the meaning of this Section 10, Landlord and Tenant shall resolve such dispute consistent with Section 20.5 of the Lease.

Landlord or Tenant may also terminate this Agreement if Hazardous Substances are later identified at the Premises that would make the completion of the Improvements economically infeasible, consistent with Section 17.5 of the Lease.

If the Agreement is terminated in accordance with this Section 10, City shall pay to C.A.R.E. the Termination Repayment Amount described in Section 12.5 of the Lease.

11. Local Employment Program. In addition to the required elements of any contract between the City and third parties, the Parties voluntarily agree to use their best efforts to include the City's Local Employment Program in the selection of an Architect, contractors, subcontractors, and other workers during the design and construction of Improvements, to the extent that utilizing such program does not materially increase the cost of such Improvements.

12. Indemnification. Each Party ("Indemnitor") shall indemnify the other Party ("Indemnitee") against, and hold the Indemnitee harmless from, any and all liabilities, damages (except special, indirect or consequential damages), claims, fees, penalties and costs (including reasonable attorneys' fees in defending against claims) arising out of the actions or omissions of the Indemnitor in connection with the planning and construction of the Improvements contemplated under this Agreement, except to the extent caused by the negligence or willful misconduct of Indemnitee.

13. Default. If either Party defaults in its obligations set forth in this Agreement and fails to cure such default within five (5) calendar days after written notice from the other Party, then the non-defaulting Party shall be entitled to terminate this Agreement and the Lease, and City shall pay to C.A.R.E. the Termination Repayment Amount described in Section 12.5 of the Lease.

14. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein contained and all prior negotiations, discussions, writings and agreements between the Parties with respect to the subject matter herein contained are superseded and of no further force and effect. No covenant, term or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by the party charged with such waiver.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

17. Severability. The unenforceability or invalidity of any provisions hereof shall not render any other provision herein contained unenforceable or invalid.

18. 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 instrument.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest day and year written below ("Effective Date").

CITY OF EVANSTON:

By: Julia A. Canell  
Its: City Manager

COMMUNITY ANIMAL RESCUE  
EFFORT FRIENDS OF THE EVANSTON  
ANIMAL SHELTER, INC.:

[Signature]  
By: LINDA T GERS 9/4/07  
Its: PRESIDENT

8/13/2007  
8/7/2007

**44-R-07**

**A RESOLUTION**

**Establishing the Affordable Housing  
Down Payment Assistance Program**

**WHEREAS**, the City of Evanston is a home rule unit of government under Article VII of the 1970 Illinois Constitution; and

**WHEREAS**, the Illinois Municipal Code provides in 65 ILCS 5/11-13-1(11) that the creation and preservation of affordable housing is a proper exercise of the zoning powers of all Illinois municipalities; and

**WHEREAS**, legislation designed to provide for decent, safe, and sanitary housing for all residents of the municipality is within the powers of the City as a home rule unit of government; and

**WHEREAS**, Goal Two of the City of Evanston's Strategic Plan, adopted by the City Council on March 27, 2006, is to "create policies and programs that result in a well-maintained, diverse housing stock throughout the City of Evanston;" and

**WHEREAS**, the Federal Government has established the HOME Program, the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households; and

**WHEREAS**, the City of Evanston receives HOME funds that it can use for activities including providing home purchase financing assistance to eligible homeowners and new homebuyers; and

**WHEREAS**, the City Council created the Affordable Housing Fund, defined in Section 4-22-2 of the Evanston City Code, 1979, as amended, as:

The fund established by City Council which can only receive and expend monies dedicated to the creation, preservation, maintenance, and improvement of affordable housing for households whose income is one hundred percent (100%) or less of Area Median Income, with sixty percent (60%) of all monies reserved for households that earn less than eighty percent (80%) of Area Median Income;

and

**WHEREAS**, Section 4-22-2 of the Evanston City Code, 1979, as amended ("City Code"), states that the City Manager or his/her designee may "implement programs including... down payment assistance" that expend monies from the City's Affordable Housing Fund; and

**WHEREAS**, Section 4-22-2 of the Evanston City Code, 1979, as amended, states programs implemented to administer the Affordable Housing Fund, shall be administered "in accord with guidelines generated by the Evanston Housing Commission, reviewed by the Planning and Development Committee of the City Council, and approved by the City Council;" and

**WHEREAS**, the Planning and Development Committee of the City Council considered the proposed Affordable Housing Down Payment Assistance Program, to be funded with monies from both the HOME Program and the Affordable Housing Fund at its July 23, 2007 and August 13, 2007 meetings, and adopted said recommendations at its August 13, 2007 meeting and recommended City Council approval thereof; and

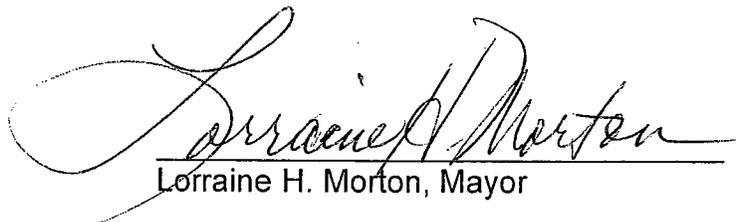
**WHEREAS**, the City Council considered and adopted the respective records, findings, and recommendations of the Planning and Development Committee at its August 13, 2007 meeting,

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

**SECTION 1:** That the City Council hereby approves the Down Payment Assistance Program, recommended by the Planning and Development Committee of the City Council, and attached hereto as Exhibit A and made a part hereof.

**SECTION 2:** That the Down Payment Assistance Program shall be administered in accord with the Affordable Housing Guidelines in order to create, preserve, maintain, and improve affordable housing in the City Evanston.

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

  
Lorraine H. Morton, Mayor

Attest:

  
Mary P. Morris, City Clerk

Adopted: August 13, 2007

EXHIBIT A

**Affordable Housing Down Payment Assistance Program**

## Section I

## DOWN PAYMENT ASSISTANCE PROGRAM

PURPOSE AND OBJECTIVES

The Down Payment Assistance Program ("the Program") was developed in an effort to respond to the housing needs of low and moderate-income households interested in purchasing a home in Evanston who are priced out of the market due to housing prices that appreciate at a higher rate than income growth. This program will strive to meet the program objectives outlined in this section.

Program Objectives

1. To conserve existing owner-occupied housing stock;
2. To maintain stable neighborhoods through the owner-occupied purchases of single family homes and condominium units;
3. To preserve and encourage economic diversity in the City of Evanston;
4. To facilitate the purchase of market-rate housing affordable to low- and moderate-income purchasers;
5. To promote successful home ownership opportunities and reduce foreclosures by requiring homebuyer education and responsible mortgage financing for Program participants;
6. To recapture City funds if homes bought through the Program are sold during the affordability period in order to assure future funding for housing assistance.

## Section II

## DOWN PAYMENT ASSISTANCE PROGRAM

DEFINITIONSArea Median Income:

Data on median income for defined geographic areas prepared by the U.S. Department of Housing and Urban Development ("HUD"), adjusted for household size and updated annually. The Area Median Income for the Chicago-Naperville-Joliet Metropolitan Statistical Area encompasses Evanston.

Code Violations:

Violations of the current BOCA National Property Maintenance Code as adopted and amended by the City of Evanston, other current applicable City building codes and HUD standards.

First-Time Homebuyer:

As defined in the National Affordable Housing Act, 42 U.S.C. § 12704 (14) Chapter 130, Section 12704:

an individual and his or her spouse who have not owned a home during the prior 3-year period, with exceptions for the following:  
a displaced homemaker who owned a home with his or her spouse;  
a single parent who owned a home with his or her spouse; and  
an individual who owns or owned, as a principal residence during the prior 3-years, a dwelling unit whose structure is either not permanently affixed to a permanent foundation, or not in compliance with building codes and cannot be brought into compliance for less than the cost of constructing a permanent structure.

Debt Ratios:

The allowable percentage of debt, based on the homebuyer's total gross income and various types of debt, including:

Housing to Income: Monthly housing expenses should not exceed 33% of gross monthly income for housing expenses;

Total Debt to Income: Monthly housing expenses and all other debt payments should not exceed 40% of gross monthly income

Gross Monthly Income:

The applicant's gross monthly income as calculated for IRS Form 1040 as defined by the Department of Housing and Urban Development. It includes:

- Wages, salaries, tips, etc;
- Taxable interest;
- Dividends;
- Taxable refunds, credits or offsets of state and local income taxes;
- Alimony;
- Business income (or loss);
- Capital gain (or loss);
- Taxable amount of IRA distributions, and pension and annuity payments;
- Unemployment compensation payments;
- Taxable amount of Social Security benefits;
- Prizes, awards and gambling, lottery or raffle winnings.

It excludes:

- Child Support;
- Money or property that was inherited, willed or given as a gift;
- Life insurance proceeds received as a result of someone's death.

HOME Program:

The HOME Investment Partnership Program, authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, Public Law No. 101-625 104 Stat. 4079 (1990), 24 C.F.R. Part 92 ("the HOME Program"), which provides formula grants to States and localities to create affordable housing for low-income households. The City of Evanston is a HOME Program entitlement community.

Housing Expenses:

Payments for principal and interest on loans secured by lien on the property, plus mortgage insurance premiums, hazard insurance premiums, real estate taxes, special assessments, and homeowner assessments.

Low Income:

Households with annual income below 80% of the Area Median Income for the area as published annually by HUD.

Moderate Income:

Households with annual income between 80% and 100% of the Area Median Income for the area.

Mortgage:

A duly-recorded encumbrance upon a property.

MSA:

The HUD-defined Metropolitan Statistical Area for Chicago-Naperville-Joliet, which includes Evanston.

Owner-Occupant:

A person who occupies and will continue to occupy property that he/she owns.

Residential Property:

A property used for residential purposes.

Standard Dwelling Unit:

A dwelling unit that meets the minimum standards, defined by Code, for habitation. Specifically, a dwelling unit in compliance with the current International Property Maintenance Code, as adopted and amended, and HUD Minimum Property Standards, as amended.

## Section III

## DOWN PAYMENT ASSISTANCE PROGRAM

GENERAL RULES AND TERMS OF ELIGIBILITY

Loans will be funded from one of two sources: the City's Affordable Housing Fund, which can serve households up to 100% of Area Median Income, or the HOME Program which can serve households up to 80% of Area Median Income. Loans funded through the HOME are subject to the regulations issued under Title 11, the Cranston Gonzalez National Affordable Housing Act. The loan proceeds must be used solely for eligible costs outlined below

The following general rules govern financial conditions that apply to the Program. Applicants who do not comply with or meet the criteria set forth in these General Rules will not be eligible for down payment assistance.

General Terms and Conditions

1. Borrowers must agree to own and occupy a condominium, cooperative unit, or one or two-unit building or in Evanston as their principal residence for the term of the loan.
2. Eligible Property:
  - a. The property must be located in Evanston.
  - b. The property must be a standard dwelling unit and if built prior to 1978 must pass a visual inspection for lead-based paint hazards.
  - c. The appraised value of the property must be at or below the published guidelines based on the funding source. Loans funded through the Affordable Housing Fund cannot have a property value exceeding the prior year's median home sale price for Evanston, which is \$340,000 for 2007. Loans funded through the HOME Program cannot have a property value exceeding 95% of the median home purchase price calculated according to HOME regulations and approved by HUD, which is \$332,500 for 2007.
  - d. The property may be: a detached single-family house; attached house; condominium; cooperative unit; manufactured housing, if permanently affixed to the ground; held in a community land trust.

3. Income Eligibility:

- a. Borrowers who receive funds through the HOME Program cannot have income which exceeds 80% of the median income of the Chicago (MSA) published annually by HUD.
  - b. Borrowers who receive funds through the City of Evanston's Affordable Housing Fund cannot have income which exceeds 100% of Area Median Income as published annually by the City of Evanston, and calculated as twice the HUD 50% AMI limits.
4. For households with incomes less than or equal to 80% AMI, loans shall not exceed \$30,000. For households with incomes greater than 80% and less than or equal to 100% AMI, loans shall not exceed \$25,000. For applications where the borrower has more than 10% of the purchase price available for down payment, the loan amount may be limited to an amount that results in a housing- to-income ratio between 25% and 33%.
5. The Borrower must be a first-time homebuyer as defined by HUD. Exceptions may be granted administratively upon request for Evanston residents who jointly inherited property or who require larger housing due to changes in household composition.
6. The Borrower must receive homebuyer education and provide evidence thereof with a certificate from a HUD-approved housing counseling agency, lender, or a locally-approved counseling course.

7. Affordability Period:

Loans are forgiven on a monthly basis over the length of the affordability period such that no repayment is due if the borrower remains an owner-occupant throughout the affordability period. If the borrower sells the property, transfers title, or is no longer an owner-occupant, a pro-rata share of the loan, based on the length of owner-occupancy, is due.

- a. Loans up to \$15,000 are forgiven over five (5) years at the rate of 1/60<sup>th</sup> a month.
  - b. Loans greater than \$15,000 and less than or equal to \$30,000 are forgiven over ten (10) years at the rate of 1/120<sup>th</sup> a month.
8. Funds must be used to reduce the mortgage principal or pay for closing costs detailed on the Settlement Statement. Borrower may not receive any cash back at closing except for detailed pre-paid closing costs. The source of funds for the forgiveable loan must be identified on the Settlement Statement.

9. The Borrower must obtain a purchase mortgage through a participating lender which meets the following criteria:
  - a. Maximum 33% housing-to-income ratio
  - b. Maximum 40% total debt-to-income ratio
  - c. Fixed interest rate, or adjustable rate only if the first adjustment occurs after the affordability period
  - d. No interest-only loans
  - e. The total loan-to-value ratio, including the City's second mortgage, cannot exceed 97%.
10. The Borrower must contribute a minimum of 1.5% from their personal funds to the transaction.
11. The Borrower must set up an escrow account with the holder of the purchase mortgage to pay property taxes and insurance. The escrow requirement for payment of insurance may be waived in the case of condominium purchase if evidence of condominium association insurance coverage is provided. Notwithstanding any of the following, all Borrowers must provide the City of Evanston with an Insurance Declaration Page that lists the City of Evanston as a named insured.
12. Upon the request of the Borrower and submittal of a Subordination Request Form, the City may consider subordinating its lien position to another lien holder for the purpose of refinancing the first mortgage loan as long as the borrower does not receive any cash back as a result of the refinancing and the new loan amount is for the same amount as the original purchase mortgage with allowances for generally accepted financing costs. All requests require a minimum of 2 weeks for processing.
13. If the Borrower intends to sell the property before the end of the Affordability Period, he or she should notify the Program Administrator and request a Payoff Letter.
14. In the event of a death of a loan recipient, the loan is due. Heirs of the property may make application for a new loan based on the remainder of the affordability period, but must meet the income guidelines at the time of application. Within 90 days of the recipient's death, the loan must be paid off or an application for a new loan submitted. If the application is not received within 120 days of the recipient's death, the loan will start accumulating interest at a rate of one half of the 30-year Treasury Bond as issued monthly. If the property is left to one or more minors, the loan shall not become due until one (1) year after the first minor reaches twenty-one (21) years of age or until title to the property is transferred to a third party, whichever occurs first.

SECTION IV  
DOWN PAYMENT ASSISTANCE PROGRAM  
APPLICATION PROCEDURES

The Planning Division of the Community Development Department has primary responsibility for overseeing the processing of applications for Down Payment assistance. The procedure for preparing, processing and approving an application is as follows:

Application Process

1. Borrower must have a purchase contract for an eligible home in Evanston;
2. Borrower obtains a list of approved participating lenders and applies for mortgage financing from a participating lender;
3. Borrower applies for Downpayment Assistance to the Lender
4. Lender determines income eligibility for Downpayment Assistance and reserves Downpayment funds from the program administrator
5. Administrator verifies eligibility, loan amount, and inspects the property;
6. Administrator notifies lender and applicant of approval or denial.

Disbursement Process

1. Funds will be sent electronically or via check to closing agent for disbursement when applicant closes on first mortgage;
2. Borrower signs Mortgage and Note for the down payment assistance when he or she closes on the purchase mortgage;
3. Title Company records the mortgage.