HUMAN SERVICES COMMITTEE
Monday, May 6, 2013
7:30 p.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Council Chambers

AGENDA

I. CALL TO ORDER / DECLARATION OF QUORUM

II. APPROVAL OF MEETING MINUTES OF MARCH 4, 2013

Citizen Comments

III. ITEMS FOR DISCUSSION

(H1) Review of Police Complaints
(H2) Assessor Bonnie Wilson’s report

IV. ITEMS FOR CONSIDERATION

(HH1) Township of Evanston April 2013 Monthly Bills

(HH2) Ordinance 8-O-13 amending Title 2, Chapter 3 of the City Code to reflect changes in the Commission on Aging


(HH4) Review of a draft resolution 27-R-13 authorizing the City of Evanston to Establish a Moratorium on the Use of Unregulated Drone Technology

(HH5) Resolution 8-R-13 “Authorizing the City Manager to execute an amendment of a Lease Agreement with Piven Theatre Workshop”

(HH6) Ordinance 43-0-13 “Authorizing the City Manager to execute a lease and construction agreement with Piven Theatre Workshop”

V. COMMUNICATION

VI. ADJOURNMENT

Next Meeting: Monday, June 3, 2013 at 7:30 p.m.
DECLARATION OF QUORUM
With a quorum present, Chairman Holmes called the meeting to order at 7:35 p.m.

APPROVAL OF MEETING MINUTES OF FEBRUARY 4, 2013
It was moved and seconded that the minutes of the February 4, 2013 meeting be approved. A voice vote was taken and the minutes were approved 3-0.

CITIZEN COMMENTS
Larry Distasi is the Co-Artistic Director for the Actors Gymnasium Circus and Preforming Arts School located at the Noyes Center is not in agreement on the proposed Piven plan.

Maggie Weiss does not agree with the proposed Piven plan.

Fay Kaiser urged the Piven Plan for the Noyes Center to not overlook including minority within the plan; the current plan is focused on Caucasian middle class.

Julie Phelan felt the plan should reconsider the theater plan of taking over so much space from artists. Suggested the Piven Theater and the Arts Center should be separated.

Greg Allen with the Evanston Arts Council suggested slowing down to formulate a more unified plan for the community.

Jimmie McRaith, 1107 Colfax St. is concerned with the risky financial partnership

Albert Gibbs felt the police tried to intimidate and bully him as he looked on while they are interacting with residents.

ITEMS FOR DISCUSSION

Review of Police Complaints
The report was accepted by the committee 3-0.
• Chief Eddington staff will follow up with Mr. Gibbs on his complaints so a formal process can be followed.
• Dr. Thompson has been asked to return in the Fall 2013 for training on deescalating of situations and also to hold an evening forum to meet with the community

ITEMS FOR CONSIDERATION
Township of Evanston February 2013 Monthly Bills

It was moved and seconded to approve the Township of Evanston February 2013 monthly bills. A voice vote was taken and the motion was passed 3-0.

Assessor Bonnie Wilson report
The County Assessor is currently open for 2013 Evanston assessment appeals until March 25, 2013. Any change in your assessment takes effect on the 2013 second installment payable in the summer of 2014. A 2013 notice from the County Assessor with a reduced assessment from 2012 DOES NOT guarantee a lower property tax bill next year. The Assessor encouraged every property owner to file an assessment appeal this year both to the County Assessor and to the Cook County Board of Review later this summer to ensure they pay the lowest possible property taxes next year.

Cook County Assessor Joe Berrios, Cook County Commissioner Larry Suffredin and the Assessor will be hosting a reach out to provide Evanston property owners with information on filing 2013 appeals. It will be held Thursday, March 7th at the Civic Center in the Parasol Room on the fourth floor at 6:30pm.

Last month the Assessor’s office provided seniors with assistance on filing 375 senior exemptions and 185 Senior Citizen Assessment Freeze applications for 2012 taxes payable this year. Additionally, we welcomed six new Homeowners to Evanston. There will be a reminder card sent to previous Senior Citizens exemption recipients who haven’t replied to the initial senior exemption mailing from the County Assessor. Contact the Assessor’s office to ensure that you receive the exemptions that you are entitled to on the 2012 second installment payable this summer.

In February, 26 taxpayers received corrections for previously missed property tax exemptions totaling $28,414.39. This brings our fiscal year total of money returned to Evanston taxpayers to $405,055.58 for 11 months!

The Assessor’s Office can be reached at 847-332-2465 to make an appointment.

Ordinance 28-O-13 Amending City Code Title 2, Chapter 12, Section 1, Adding a Term of Appointment for ADA Advisory Board Members

It was moved and seconded to approve Ordinance 28-O-13 Amending City Code Title 2, Chapter 12, Section 1, Adding a Term of Appointment for ADA Advisory Board Members. A voice vote was taken and the motion was passed 3-0.
2013 Special Events Calendar for City Parks
It was moved and seconded to approve the 2013 Special Events Calendar for City Parks. A voice vote was taken and the motion was passed 3-0.

Ten Thousand Ripples Public Art/Peace Project
It was moved and seconded to approve the Ten Thousand Ripples Public Art/Peace Project. A voice vote was taken and the motion was passed 3-0.

COMMUNICATIONS

Mental Health Board Logo
The Committee requested the Mental Health Board delay their search for a logo until the rebranding of the City is completed. It was suggested the City’s logo could be modified for the Mental Health Board logo. Ald. Tendam is not in favor of Boards, Committees and Departments having a separate logo.

ADJOURNMENT
It was moved and seconded to adjourn at 8:29 p.m.

Respectfully Submitted,
Nicola Whyte
Executive Secretary, Health Department
Memorandum

TO: Human Services Committee
Chairman Alderman Peter Braithwaite
Members Alderman Judy Fiske
Alderman Jane Grover
Alderman Delores Holmes
Alderman Mark Tendam

FROM: Richard Eddington, Chief of Police

SUBJECT: Human Services Committee Report

DATE: May 6, 2013

Attached are the summaries of complaint reviews since our last meeting. All the complaints have been reviewed by the Citizen Advisory Board and the Citizen Police Advisory Committee. Their findings are listed at the conclusion of each report. Complaint Register (CR) complaints are first in the package, followed by the Departmental Inquiry (DI) complaints. Additionally, attached as an addendum are 19 positive letters and comments received complimenting the department’s interactions with the community.

<table>
<thead>
<tr>
<th>CR 12-09</th>
<th>CR 12-18</th>
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<tbody>
<tr>
<td>CR 12-10</td>
<td>DI 12-20</td>
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<td>CR 12-11</td>
<td>DI 12-25</td>
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<td>DI 12-32</td>
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<tr>
<td>CR 12-16</td>
<td>DI 12-40</td>
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Richard Eddington
Chief of Police

RE/jwd
Attachment
# PENDING COMPLAINT REGISTERS and DEPARTMENTAL INQUIRIES

**(EFFECTIVE 04-22-13)**

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<tr>
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<td>CR 13-04</td>
<td>01-29-13</td>
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<td>CR 13-05</td>
<td>02-25-13</td>
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<td>CR 13-06</td>
<td>03-15-13</td>
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<td>CR 13-08</td>
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## COMPLETED COMPLAINT Registers and DEPARTMENTAL INQUIRIES

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</tbody>
</table>
DISPOSITIONS

**Unfounded**  -  Allegations false; no credible evidence to support them

**Withdrawn**  -  Complainant withdrew complaint

**Unresolved**  -  Complainant failed to cooperate in the investigation

**Not Sustained**  -  Insufficient evidence to prove or disprove the allegations

**Exonerated**  -  Incident occurred, but was lawful or proper

**Policy Failure**  -  Allegation true, but the officer acted in conformance with policy resulting in harm to the complainant

**Not City Related**  -  Outside the jurisdiction of the City

**Sustained**  -  Allegations supported by sufficient evidence to justify a reasonable conclusion of guilt

**SOL**  -  The complainant failed to cooperate further
LETTERS

&

INFORMATION
Perry,

Thank you so much for your time this afternoon. The scouts learned a lot during the visit and were telling me how much fun they had! Terrific!

Thanks again.

On Wednesday, February 6, 2013, [Name] wrote:

We are Kingsley Girl Scout troop 98. Thanks!
February 8, 2013

Officer Loyce E. Spells II
Evanston Police Department
1454 Elmwood Avenue
Evanston, IL 60201

Dear Officer Spells:

I must apologize for the lateness of this letter of thanks, but it is important that I recognize the great value our visit with you at the police station last fall. Your hospitality and sharing with the Pastor and People class was fruitful and as the second semester begins, some have mentioned it to me as they return to school. They commented on the importance of your personal approach and framing the wide range of issues that they need to engage when folks find themselves arrested and in process at the police station. It was empowering for them.

In fact, one of the students was called to visit them at the time of their arrest. He was extraordinarily grateful that he had walked through the process with you and the class prior to being called to render ministry. He has mentioned that to me on more than one occasion. In the student’s final assessment of the class, the students mentioned the value of the visit we shared on that occasion as one of the highlights of the class.

They were also blessed by your personal witness and the care you clearly extend. Your reflection on the reality of police life was helpful for the student’s understanding of the dynamics and environment into which they will be entering in their ministry. I believe it will have multiplying benefits in their life in ministry.

I hope that next fall we will be able to share this experience with other classes of students.

With deepest gratitude,

[Signature]

[Position]

Associate Professor of Congregational Leadership
PHONE CALL COMPLIMENTING OFFICER

Date: 3/1/13

Caller: ______________________

Complimenting praiseworthy police work by: ______________ Police Units

Reference: On 2/28/13 around 10:20 p.m. he heard gun fire in the area of his house. He wanted to thank ECO for the great response to the gun fire.

Submitted by: ______________

cc: Personnel File
    Officer/Staff Member
PHONE CALL COMPLIMENTING OFFICER

Date: 2/24/13

Caller: [Redacted]

Complimenting praiseworthy police work by: Officer M. Neal

Reference: Officer Neal was very professional during a traffic stop. The contact was very positive; Mr. [Redacted] wanted us to know.

Submitted by: [Redacted]

cc: Personnel File
    Officer/Staff Member
PHONE CALL COMPLIMENTING OFFICER

Date: 3/07/13

Caller: RN
Advocate Lutheran General

Complimenting praiseworthy police work by: Officer O'Brien

Reference: Thank you Officer O'Brien for your heroism. The juvenile patient is discharged and doing great due to your actions.

Submitted by: Sgt. D Price

cc: Personnel File
   Officer/Staff Member
TO: Commander Parrott
FR: Sergeant T. Williams
RE: Citizen
DATE: 3-7-13

Commander today 3-7-13 Mrs. called the police station to compliment Officer Tanya Jenkins. Mrs. said that she was in front of home on 03-07-13. Mrs. said her car was stuck in the snow. Officer Jenkins stopped and assisted her with getting her car out. Mrs. said Officer Jenkins was very nice and patient with her. Mrs. said she was very impressed on how Officer Jenkins treated her.

Citizen:

Respectfully submitted,
Sergeant, Tracy Williams
Subject: FW: Thank You Evanston PD!
Attachments: 20130308114325709.pdf

From: Drake, Brian
Sent: Friday, March 08, 2013 10:56 AM
To: Davidson, Sharon
Cc: Syed, Sophia; Polinski, Perry
Subject: FW: Thank You Evanston PD!

Sophia,

The dispatchers involved in the call mentioned below are Rich Lucas, Jesse Ramsay, and Lynn Fishman. I attached the CADS ticket with the officers names on the ticket. Officer Bernhardt was mentioned by name in the letter however was not included in the CADS ticket. Please let me know if you need anything else.

Brian Drake
Assistant Communications Coordinator
Evanston Police, Fire & Life Safety Services
MABAS Division 3 Com-Team Leader (UCP 14)
1454 Elmwood Avenue, Evanston, Illinois 60201-4360
Office: 847-866-5068 | Mobile: 847-878-3806
bdrape@cityofevanston.org | www.cityofevanston.org

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From: [Redacted]
Posted: Thu, March 07, 2013 12:15 PM
Posted To: Police
Conversation: Thank You Evanston PD!
Subject: Thank You Evanston PD!

This note is to commend the Evanston Police Department for your rapid response in retrieving a laptop computer stolen from the Starbucks store at Dempster and Chicago Ave., and arresting the perpetrators the evening of Sunday, March 3.

We were astounded at the rapid action taken by the police dispatcher and four squad cars in pursuing and apprehending the three alleged thieves, then returning the stolen laptop to the owner. Officers Mangas and Bernhardt were particularly very professional and helpful in bringing the situation to a successful close.

You guys rock!
PHONE CALL COMPLIMENTING OFFICER

Date: 03/11/13

Caller: [Redacted]

Complimenting praiseworthy police work by: Evanston Police Dept.

Reference: General excellent response and service provided by all police personnel encountered. Thank you for a job well done!

Submitted by: Off. S. Syed #205

cc: Personnel File
    Officer/Staff Member
March 12, 2013

Mr. Richard Eddington  
Chief of Police  
Evanston Police Department  
City of Evanston  
1454 Elmwood Avenue  
Evanston, Illinois 60201

Dear Chief Eddington:

This letter is being sent to congratulate Evanston Police Officer Sean O'Brien for his courageous March 5th rescue of a 7-year old boy who had jumped into the Des Plaines River.

Witnessing the child jump into the water, off-duty Evanston Police Officer O'Brien leapt in the river and grabbed the boy, pulling him to safety. Officer O'Brien's quick thinking and fearless display of police work under pressure is another example of the high level of integrity of the members of the Evanston Police Department.

Officer O'Brien has a history of heroic action, having previously rescued a co-worker from a burning car wreck. I salute Officer Sean O'Brien for his continued example of devoted police work.

Very Truly Yours,

[Signature]

Judy Baar Topinka  
Illinois State Comptroller
March 15, 2013

Chief Richard Eddington, Chief of Police
Evanston Police
1454 Elmwood Avenue
Evanston, IL 60201

Dear Chief Eddington,

We would like to kindly thank your officers and division for the assistance and support they provided this morning when managing the situation with one of our adults with Autism at the McDonalds on Dempster Street. Rimland greatly appreciates how your officers always show respect and dignity to the individuals we support and this incident is another example their professionalism in this unexpected incident. The advocacy the officers showed was paramount in a situation where the young lady was unable to communicate her needs or wants verbally to anyone. Your officer’s quick response and handling of this matter by keeping the situation safe and calm is appreciated. The administration team wants you to know that with wonderful people like you in charge and your officers in our community we feel a higher sense of safety for our individuals during these unexpected times of emergencies. The safety of our individuals is a serious matter and again, we thank you and the Evanston officers every day for helping us keep them safe in the community.

Kind Regards,

[Name]
Associate Executive Director of Compliance

Cc: [Name] Rimland CEO
    [Name] Rimland Associate Executive Director of Programs
Detective Amanda Wright
Evanston Police Department
1454 Elm Street
Evanston, Illinois 60201

March 21, 2013

Dear Amanda,

On behalf of The James B. Moran Center for Youth Advocacy, thank you so much for speaking at our event last week. Your comments were perfect – informative, insightful, and inspiring. I particularly enjoyed hearing your first reaction to the Partnership for Peace Program - I had not heard that before!

We were honored to have you as a guest and speaker, and we continue to appreciate your help in coordinating and planning our Partnership for Peace events.

With gratitude,

Kathleen Lyons
Executive Director
March 22, 2013

To whom it may concern;

This past Friday evening about 12:10 am I was in my dining room and heard someone trying to open my back door, I live in an old Historic building at [redacted] Evanston and the back door is very old and the bottom door handle does not lock and when I walked into my kitchen could see my door handle turning and then they were trying to push on it.

As a single woman this was very upsetting as I come from a long family of Chicago and Arizona police officers. My Dad [redacted] was a Detective in Burglary at Belmont & Western for over 32 years, my brother [redacted] just retired after 30 yrs. from Chicago, Canine trainer out by O'Hare, My Aunt [redacted] retired from 11th & State in Chicago and I have several current cousins working also in Chicago. So the first thing I did was call 911, I have to say your dept., Evanston was so responsive and where at my building within 1-2 minutes, I just can't put into words the relief I felt that I was going to be OK.

As a survivor of an auto attack in Chicago in 1987 and being beat up very badly but escaped from rape, I am no hero and will not allow anyone into my home if I can help it.

I am writing to recognize your officers who respond so quickly and they were so kind and reassuring, very professional. Our family history is rich with Military, police and firefighters who have served our country since the civil war and currently my youngest son [redacted] just coming home from serving in the Navy for 4 yrs., with two deployments and one in the Gulf. My oldest step son is a current Secret Service Agent.

So I must commend all the officers whom came to my building that evening to check everything out. I am still very nervous this "person" might come back.

I must also mention my building at [redacted] units and 3 of the are single woman [redacted] has a [redacted] daughter and my next door neighbor [redacted] just had a baby he is 5 weeks old and she is a stay at home mom, I am concerned for her and her baby safety.

I did notify my neighbors to be extra careful and do plan on contacting my landlord to secure my door and the building more.

Thank you for doing such a fine job keeping our town safe.
Officer Syed,

Please follow up with the service desk or communications to see which officers were involved and let me know.

Thanks,

DC Hartley

Chief Eddington-

I wanted to thank you and your officers for the services rendered by the Evanston Police Department late on Friday afternoon, March 22nd in connection with taking my son to the Emergency Room at Evanston Hospital. Your officers did a great job handling my son in a difficult situation. Good job! God bless you and everyone in the Police Department for being so kind to my family last Friday (and on previous occasions).

Regards-
April 1, 2013

Brian Drake
City of Evanston
1454 Elmwood Avenue
Evanston, Illinois 60201

Dear Brian Drake:

On behalf of the Bartlett Police Department, we would like to extend our appreciation to you for making our annual Open House a success. We are excited to announce approximately 750 guests attended our event even though the weather proved a challenge.

With your assistance and dedication, this event proves to be a success year after year in forging positive relationships throughout the community. Thank you again for your continued support of the Village of Bartlett and the Bartlett Police Department.

Chief of Police

KFAW/Ima
Mr. Richard Eddington, Chief of Police

This letter is late in my report, but I want to compliment Officer Kleinpaste #229.

I was hit by a truck corner of Isabella and Ashland on March 7, 2013.

Officer Kleinpaste was most knowledgeable and helpful to me during this difficult time.

Please thank him for me.
April 12, 2013

Chief Richard Eddington
Evanston Police Department
1454 Elmwood Ave
Evanston, IL 60201

Dear Chief Eddington,

I had the good fortune of a ride-along this past Tuesday with Officer Kyle Wideman.

I just want you to know how impressed I was with his professional manner during a number of traffic stops. He was kind and calm, courteous and clear in his conversations with citizens who did not always respond in kind. In the several hours we spent in his mobile “office” I came to know a fine officer, deeply committed to the community and to his vocation as an Evanston police officer.

During the course of the afternoon, we had a call to an attempted suicide. I was impressed by the rapid response of so many officers. Kyle had remarked earlier how much he appreciated the way in which all the officers look out for one another. Here was a stunning example of care for each other and for the community. Officer Heidi Bernhardt and Sgt. Melissa Sacluti were among others who were instantly on scene providing compassionate care. Kyle, Heidi and Melissa, and the many other dedicated officers make me proud to be a part of the Evanston Police family.

Sincerely yours,

Fr. Robert Oldershaw
April 15, 2013

Commander Jason Parrott
Evanston Police Department
1454 Elmwood Ave
Evanston, IL 60201

Dear Commander Parrott,

I am writing to express my gratitude for the Evanston Police Department’s Problem Solving Unit’s participation in the Leadership Evanston class last Thursday. We’re very happy that you and Officers Blumenberg and Henderson were able to be there with us.

Class members appreciated the chance to ask questions about issues in Evanston and their ride-along experiences. Everyone enjoyed the role-playing exercise; it was extremely effective in demonstrating the types of situations the police department faces and what the experiences are like for police officers themselves.

We also want to sincerely thank you for your patience and flexibility in coordinating the ride-alongs for Leadership class members. We are grateful for the extra effort you put into ensuring that all class members who wanted to were able to ride-along with Evanston Police officers on patrol. These experiences helped participants see the police department from a different perspective and were considered very valuable.

Thank you again for your support of Leadership Evanston and for demonstrating that a partnership between the police department and the community is the best way to resolve many of the issues we face in Evanston. We appreciate you taking time out of your team’s busy schedule to strengthen that partnership and look forward to continuing to work together in the future.

Sincerely,

Beth Osterlund
Director
Leadership Evanston
Brian Drake
Assistant Communications Coordinator
Evanston Police, Fire & Life Safety Services
MABAS Division 3 Com-Team Leader (UCP 14)
1454 Elmwood Avenue, Evanston, Illinois 60201-4380
Office: 847-866-5066 | Mobile: 847-978-3806
bdrake@cityofevanston.org | www.cityofevanston.org

From:
Sent: Tuesday, April 16, 2013 2:32 PM
To: Drake, Brian
Subject: Nice save

Brian,

Heard you helped out with CPR on a male victim in Northbrook over the weekend. He was still in stable condition and comatose this morning, but your effort have given him a chance to recover. I’ll let you know if I hear more.

Congratulations on a job well done

Brian T. Drake

Mark C. Nolan
Fire Chief
Northbrook Fire Department | 740 Dundee Road | Northbrook, Illinois 60062
(t) 847/664-4490
(f) 847/272-3294
www.northbrook.il.us

**Please note that my contact information has changed**

Northbrook Notify
If we can't reach you, we can't notify you.
Click Here to Sign Up Today!
Davidson, Sharon

From: Syed, Sophia
Sent: Thursday, April 18, 2013 9:10 AM
To: Davidson, Sharon
Subject: FW: Security for Model UN

From: Melnick, Marcus
Sent: Tuesday, April 16, 2013 11:21 AM
To: Saclutti, Melissa G.; O'Brien, Sean; Davis, Larry; Carrigan, Ryan
Cc: Wazny, Joseph; Eddington, Richard; Syed, Sophia
Subject: FW: Security for Model UN

KUDOS!

Marcus Melnick | Evanston Police Department | Management Analyst
847-866-5012 | mmelnick@cityofevanston.org | www.cityofevanston.org

From: Melnick, Marcus
Sent: Tuesday, April 16, 2013 11:08 AM
To: Melnick, Marcus
Cc: 
Subject: RE: Security for Model UN

Marcus,

I just wanted to say that your officers did an outstanding job at our hotel for both the NU formal and Model UN. We truly appreciate all their help in keeping our guests happy and safe. Please be sure to thank them for us!

Warm Regards,
Maureen Schoenbauer

Hilton Garden Inn Chicago North Shore/Evanston
1818 Maple Avenue
Evanston, IL 60201
Direct (847) 492-6534
Fax (847) 492-6532

View our e-brochure by clicking on the picture bar below:
My name is [redacted]. I am [redacted] years of age and my date of birth is [redacted]. My home address is [redacted], zip code [redacted]. My home phone number is [redacted]. My State Identification Card or Drivers' License Number is [redacted].

I have been notified that under Public Act 93-0592, revised January 2004, of the State of Illinois, Section 5 (b), anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit.

1. Date of Incident: [redacted] Approximate time of incident: [redacted]

2. Location of Incident: [redacted]

3. Please provide the names, badge numbers, police vehicle number or license plate, and/or a physical description of the officers against whom you wish to file a complaint:

   [redacted]

4. Are there any witnesses you wish to be contacted during this investigation? Yes [redacted] No [redacted]

   Please provide the names, addresses and phone numbers of any witnesses:

   [redacted]

5. Please provide a full detailed account of your complaint and the nature of the incident (you may use the next page to continue your narrative or attach any additional documentation that you wish to provide):

   [redacted]

FOR POLICE USE ONLY:
DATE COMPLAINT RECEIVED: 4/6/12 RECEIVED BY: [redacted]
OPS NO: 0412-09
Rev 12-1-2010
COMPLAINT NARRATIVE CONTINUED:

Officer intercepted a phone call with my daughter's mother. She said she was trying to get me. When I went to their house with my son, daughter & wife in the car, my son's report for school officer was waiting outside, pointed his finger at us, and raised his right hand. It was a blatant attempt to intimidate.

Officer attempted to abandon my daughter (a minor) on her way to school, then left her at my mother's house.

Please be aware that if you allege injuries as a result of this incident, we will need copies of your medical records regarding any examination or treatment. Per Federal privacy laws on the release of medical records, you will need to obtain copies of those records and supply them to the Evanston Police Department to make part of this investigation.

I have read this statement that I have voluntarily made, consisting of 2 pages and I attest that the facts and allegations contained within are true and correct to the best of my knowledge.

Sometimes people make false complaints against police officers. You should be aware that this can be a violation of the Illinois Compiled Statutes, if with the intent to deceive and with the knowledge of the statement's meaning, a person makes a false statement under oath and the statement is required or authorized by law to be made under oath.

OPS NO: 12-09 CR
Evanston Police Department
Office of Professional Standards
Divisional Review
November 2012

CR #12-09

Initiated 4/06/12
Completed 10/16/12

Allegation: On April 6 the Complainant came to the department's Office of Professional Standards (OPS) to allege that the Accused Officer (assigned to the department's Community Strategies Bureau) on multiple occasions has tried to goad the Complainant into a physical altercation, thereby causing him to fear the situation will escalate. If the allegation is true the officer is in violation of departmental rules 2 and 18.

OPS Interviews

During his OPS interview the Complainant cited the following as examples of the Accused Officer's intimidating behavior:

- In March of last year the Accused Officer lay in wait outside the Complainant's son's school and when the Complainant arrived to pick up his son the officer called him names and insulted him.
- On January 29 of this year, while the Complainant engaged in a phone conversation with his former wife (the Accused Officer's spouse), the Accused Officer interposed himself into their conversation, called the Complainant "fatso," and advised that he intended to "get" the Complainant.
- On the evening of January 29 the Complainant went to his former wife's residence to pick up their son's homework and to conclude their interrupted phone conversation. Waiting outside, the Accused Officer made threatening gestures (specifically, pumped his fist and pointed toward the Complainant).
- On February 3, while giving the Complainant's daughter a ride to school, the Accused Officer became angry with her and ordered her out of the car. When she refused to comply he drove her back home.

During an April 27th phone interview the Witness (the Complainant's current wife) confirmed her husband's allegations (see above), telling OPS she shares her husband's concerns about the Accused Officer, both because he is a police officer and because he appears to be trying to incite a physical altercation with the Complainant.

Queried about his January 29th intervention in a phone conversation between his wife and the Complainant, the Accused Officer recalled that his wife and the Complainant were discussing the fact that their son's school project, due that day, was deemed "late" because one aspect of it was incomplete, despite the mother's and son's having worked on it until Midnight the night before. The Accused Officer said he could hear—from across the room—the Complainant's raving, swearing, shouting, and screaming. The officer said this is not an infrequent occurrence, yet through four years of marriage he has not intervened. However, on this occasion, after his wife several times—but to no
effect—explained the school project was deemed “unfinished” because it lacked a required detail she was unaware of, the Accused Officer took the phone and engaged in a heated exchange with the Complainant, during which, said the officer, he did not resort to name-calling and did not threaten the Complainant. To the best of his recollection, recalled the officer, he advised the Complainant,

I’m fuckin’ tired of you callin’ here disruptin’ the household, and I’m through sittin’ around bein’ quiet while you do this.

Later that evening, stated the Accused Officer, he was “surprised” to hear someone unlocking the back door. He went to check and found the Complainant’s son—who was weekending with his dad—returning home to pick up a textbook he’d forgotten. At the time, said the Accused Officer, the family dog was in the fenced backyard. Because the Complainant’s son is careless about closing the gate, the officer glanced out to see if he’d closed it this time. He hadn’t. The officer said he went out, shut the gate, glanced at the Complainant’s truck, parked nearby. He did not gesture toward it, said the officer, and no words were exchanged—“there was absolutely no interaction whatsoever.”

Queried about refusing to finish giving the Complainant’s daughter (17 YOA) a ride to school, the Accused Officer explained that several weeks before that incident she needed to be driven to an event that, instead of being local, proved to be 60 miles away—a fact the girl failed to mention, saying only, “Well, it’s at the forest preserve.” When the Accused Officer pressed her for details she was rude, yelled, shut her bedroom door and locked it. The following morning she revealed the forest preserve’s location. They got there 30 minutes late and she missed the entire ceremony.

The Accused Officer said the instance concerning his refusal to drive the Complainant’s daughter to school was precipitated by the imminence of yet another event she was to participate in. The officer asked for specifics about its location, he said, reminding her of the earlier fiasco. She became disrespectful, told him she didn’t know, yelled at him. He responded by pulling the van over, telling her—his voice raised—that she had to get out, and advising her he was not driving her the rest of the way to school. The officer explained,

She had money, we were along a very busy Pace Bus route and only a few blocks from her school. She was not being dropped off in a high-crime neighborhood or anywhere that would pose a risk to her. She had the ability to make it to school from that point. Instead she refused to get out of the van, took a relaxed position in her seat, pulled out her iPhone and started playing a game of Angry Birds. So, since she wouldn’t get out of the van and I wasn’t going to escalate it and try to physically force her out, I
CR #12-09
November 2012
page 3

drove back to the house and told her good luck getting to school
and walked into the house and left her sitting in the van.

Findings/Recommendation, Community Strategies Commander

Based upon his review of the complaint register the Commander noted that, not only
does the Accused Officer deny the Complainant’s allegations, but also a considerable
amount of time has elapsed between occurrence of the alleged misdeeds and the filing
of this complaint.

More specifically, stated the Commander, his review of the complaint register revealed
no substantive evidence that the Accused Officer is a threat to the Complainant, e.g.,
there is no independent witness to affirm/deny the Complainant’s allegations, no police
agency has investigated any of the alleged threats of bodily harm, and no police report
ever has been filed. The Commander therefore recommended (9/25) to the Deputy
Chief of Field Operations that the allegations not be sustained.

Recommendation, Deputy Chief of Field Operations

Noting that, “It appears the Complainant was attempting to use these complaints to
bolster his claims in a custody battle,” the Deputy Chief recommended (9/26) to the
Chief of Police that the allegations not be sustained. On October 16 the Chief of
Police concurred.

Disposition: Not sustained

kmt

CPAC: AGREE WITH DISPOSITION
EPAC: AGREE WITH DISPOSITION
Evanston Police Department
Office of Professional Standards
Complaint Register Form

DATE: May 8, 2012

My name is _____________. I am ___ years of age and my date of birth is ___________. My home address is _____________. My home phone number is _____________. My State Identification Card or Drivers' License Number is _____________.

Identification Number
State of issuance

I have been notified that under Public Act 93-0592, revised January 2004, of the State of Illinois, Section 5(5), anyone filing a complaint against a sworn police officer must have the complaint supported by a sworn affidavit.

1. Date of Incident: 4/25/12 and 6/2/12. Approximate time of incident:

2. Location of Incident: Dempster, 425 425. Dempster, Dodge 5/2/12

3. Please provide the names, badge numbers, police vehicle number or license plate, and/or a physical description of the officers against whom you wish to file a complaint:

   4-25-12 Officer _____________. AND SEVERAL OTHER OFFICERS THAT WERE NOT KNOWN BY NAME.

   5/2/12 AND SEVERAL OTHER OFFICERS THAT WERE NOT KNOWN BY NAME.

4. Are there any witnesses you wish to be contacted during this investigation? [ ] Yes [ ] No

5. Please provide the names, addresses and phone numbers of any witnesses:

   4-25-12: ________________.

   5/2/12: ________________.

5. Please provide a full detailed account of your complaint and the nature of the incident (you may use the next page to continue your narrative or attach any additional documentation that you wish to provide):

   ON 4/25/12, IN THE AREA OF DEMPSTER 425 BLOCK, TALKING TO ANYONE AS SHE WAS STOPPED IN THE STREET, MINNEAPOLIS POLICE OFFICER PULLED UP TO US AND ASKED IF EVERYTHING OK. OUR ANSWER WAS YES. WE WERE NOT LOUD, WE WERE NOT

   FOR POLICE USE ONLY:
   DATE COMPLAINT RECEIVED: 5/8/12 RECEIVED BY _______________.
   OPS NO: CF 12-18
   Rev 12-1-2010

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COMPLAINT NARRATIVE CONTINUED:

Detective, the officer then replied that we would have to move out the street. My friend was sitting in my car and asked me to get in and I responded, "Sure, and I will walk to the back of my car and get a ride home." But you tanked and he responded, "No, I'm on my way." I then walk across the street about to walk up the street to my friend's companion as she parked up the street. The officer after me crossing the street made a left turn and parked. As soon as he pulled up, two other cars pulled up on me and jumped out; they both believed I was walking. One of the officers grabbed me, while telling me to take my hand out of my pocket. I kept trying to ask why are you messaging with me. I thought this was a mistake. Plus there was no probable cause for me to be stopped or searched. So, I was just talking to an officer. For two or three minutes, I was then attack and thrown to the ground.

I was handcuffed for no reason. Then an officer said to me, "I am looking for some drugs. Therefore, everything out my pockets and on the ground. Notice, please. Every one of the officers told me demands which I struggle to be presented while having no knowledge for this un-called for attack. My friend, friend

Please be aware that if you allege injuries as a result of this incident, we will need copies of your medical records regarding any examination or treatment. Per Federal privacy laws on the release of medical records, you will need to obtain copies of those records and supply them to the Evanston Police Department to make part of this investigation.

I have read this statement that I have voluntarily made, consisting of ___ pages and I attest that the facts and allegations contained within are true and correct to the best of my knowledge.

[Signature]
Complainant Signature

[Signature]
Witness Signature

Sometimes people make false complaints against police officers. You should be aware that this can be a violation of the Illinois Compiled Statutes, if with the intent to deceive and with the knowledge of the statement's meaning, a person makes a false statement under oath and the statement is required or authorized by law to be made under oath.
COMPLAINT NARRATIVE CONTINUED:

I was left up for no reason at all. I would like a full investigation to show justice and Police Brutality with all videos. By law with any stop Police must have video. I was Physically, emotionally and verbally abused. My right to life was taken away. I was not happy with the investigation. I have proof of them at the location. I would like to be seen and respect my rights. I feel these officers took these for me. Not respect. My life. I was not able to walk the streets with out being watched or being followed. I feel with a full investigation that full action should be taken with these officers. With full discipline for their actions. I was standing there authority.

Somehow, [redacted], my daughter. were standing near her on our way to the currency exchange.

While pulled in the currency exchange parking lot. Here BPD were approaches by a number of officers, yelled a lot of cursing. Pointing my direction. I had exited the car. I asked "what is the problem. What is the problem? I know I haven't done anything integer. So after several times of me asking what is the problem with no response. I told the police officers that I was pregnant and in pain. I was not feeling well. I needed some help. They didn’t answer me. They just yelled at me.

Please be aware that if you allege injuries as a result of this incident, we will need copies of your medical records regarding any examination or treatment. Per Federal privacy laws on the release of medical records, you will need to obtain copies of those records and supply them to the Evanston Police Department to make part of this investigation.

I have read this statement that I have voluntarily made, consisting of ___ pages and I attest that the facts and allegations contained within are true and correct to the best of my knowledge.

Complainant Signature Date

Witness Signature Date

Sometimes people make false complaints against police officers. You should be aware that this can be a violation of the Illinois Compiled Statutes, 545/17. A person who makes a false statement under oath and the statement is required or authorized by law to be made under oath.
COMPLAINT NARRATIVE CONTINUED:

Officer to sat them, they want me to get all on the ground with my daughter, daughter right there, watching, when we have no knowing what so ever, or what it took place, many of people watching.

Then, I was excited, and pretty attacked, slammed on my face, one twisted, I was put in open cells. I was not made into like, then thrown into a police car. As if I did something wrong, making thing seem as if I really did something wrong. For the crowd, cause they knew the wrong people for what ever the situation was, they had my daughter scared for her life. They took my female companion too, as if she did anything wrong and told her we are. To make things look as if they made a very big step. She was not pulled over she had parker. And this was not a traffic stop, they had no right putting her car or locking her up. There was nothing found of anything. They were trying to cover their mess up. This situation was definitely averaged for. And hisadera definitely over step there because

Please be aware that if you allege injuries as a result of this incident, we will need copies of your medical records regarding any examination or treatment. Per Federal privacy laws on the release of medical records, you will need to obtain copies of those records and supply them to the Evanston Police Department to make part of this investigation.

I have read this statement that I have voluntarily made, consisting of ___ pages and I attest that the facts and allegations contained within are true and correct to the best of my knowledge.

__________________________
Complaining Signature

__________________________
Date

__________________________
Witness Signature

__________________________
Date

Sometimes people make false complaints against police officers. You should be aware that this can be a violation of the Illinois Compiled Statutes, if with the intent to deceive and with the knowledge of the statement's meaning, a person makes a false statement under oath and the statement is required or authorized by law to be made under oath.

OPS NO: #12-10

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Evanston Police Department
Office of Professional Standards
Citizen Complaint Review
October 2012

CR #12-10
Initiated 5/08/12
Completed 9/07/12

Allegation: On May 8 the Complainant came to the department’s Office of Professional Standards (OPS) to allege that on April 25 (3:00 a.m.) the two Accused Officers arrested him without probable cause and employed excessive force while doing so. Specifically, he said, the officers caused injury to his left elbow by slamming him to the ground. If the allegations are true, the officers will have violated departmental rules 1, 2, 18.

The Precipitating Incident

The incident report (authored by Accused Officer One) states that on April 25 (3:20 a.m.), he and Accused Officer Two were keeping watch in an unmarked squad on a subject who, shortly before, was the passenger in a vehicle in which the officers discovered cocaine. At Dempster/ Hinman the officers saw a male black (the Complainant) make brief contact with the subject under surveillance, then cross the street diagonally from the southwest sidewalk and walk eastbound on the north sidewalk in the 400 block of Dempster.

The officers recognized the Complainant from past contacts. Knowing he has an extensive criminal history that includes weapons offenses and drug arrests, and given that the subject they were watching had just been the passenger in a vehicle involved in a drug arrest, the officers suspected they’d just witnessed a drug transaction. They therefore approached him. The Complainant noticed them but walked on, hands in pockets. The officers (both in full uniform) announced their office and ordered him to stop and to take his hands out of his pockets. The Complainant responded by shouting, “Fuck off!” He kept walking. The officers repeated the command, to which the Complainant responded, “Fuck you, I didn’t do shit!” Fearing the Complainant might be armed (again, based on his history) the officers grabbed hold of his arms. He responded by screaming profanities, tensing his arms, and threshing his body from side to side, hands still in pockets. The Complainant continued this behavior despite repeated commands to calm down. Finally the officers told him he was under arrest and ordered him to put his hands behind his back—an order he ignored, thereby causing Accused Officer Two to take him to ground. Describing the arrest Accused Officer One noted in his report,

While on the ground ... [the Complainant] continued to scream and would not follow verbal commands to put his hands behind his back. He continued threshing around and kicking his legs out while trying to roll over on his side. Due to ... [his] tensing his arms I was unable to handcuff him until multiple other officers showed up on scene to assist. Even after being handcuffed ... [the Complainant] was still throwing his arms and body weight around.

The report states that, as the Accused Officers physically placed him in a nearby squad car, the Complainant scratched Accused Officer One’s left arm and injured his left thumb, causing it to bleed. An Evidence Technician photographed the injuries.

The incident was not captured on in-car audio/video.
OPS Interviews

The Complainant admitted to having spoken briefly with the subject the officers had under surveillance. Subsequent to that conversation, he recalled, while he stood outside his girlfriend's vehicle, conversing with her in the 400 block of Dempster, an officer approached, asked if everything was ok, stated the vehicle was blocking the street, and asked that it be moved. As his girlfriend complied with the officer's request, said the Complainant, he walked to the north sidewalk, at which point the Accused Officers approached and ordered him to remove his hands from his pockets. He did not comply, he said, but instead asked what the problem was. The Complainant three times during his interview commented on this aspect of the incident, each time remarking that he "was going to take his hands out of his pockets," but in the process of querying about the nature of "the problem" never actually did so. He also admitted that he yelled and behaved belligerently throughout the incident.

The Witness (the Complainant's girlfriend) told OPS she drove to the 400 block of Dempster to meet the Complainant and provide him with transportation. Before he entered her vehicle, she recalled, an officer requested that she move her vehicle out of the roadway. She complied, parking it a block down the street. Meanwhile, she said, the Complainant remained where he was. Having parked her vehicle and removed her baby from it, said the Witness, she was walking back to where she'd left the Complainant when she saw a squad car pull up and two officers exit. To her surprise, she stated, they arrested the Complainant and—after slamming him to the pavement and handcuffing him—put him into a squad car, the Complainant yelling and resisting all the while.

Interviewed by OPS, Accused Officer One said the Complainant became belligerent as soon as the Accused Officer and his partner approached him. Specifically, said the officer, the Complainant put his hands in his pockets and started yelling profanities. Accused Officer One told OPS that, because the Complainant is a gang member who has a history of carrying weapons, the officers directed him to remove his hands from his pockets. The Complainant did not comply. The officers repeated their command several times, said Accused Officer One, all to no avail. They then advised the Complainant he was under arrest for obstructing the police. Unfazed, the Complainant continued truculent, said Accused Officer One, thereby prompting Accused Officer Two to utilize an arm-bar takedown to bring him to ground. Accused Officer One recalled that the take-down did little to mollify the Complainant, whose resistance so successfully impeded the officers' efforts to handcuff him that they had to summon assist units. The Complainant did not complain of injury following his arrest, nor did the officers see any visible injuries, said Accused Officer One, adding that he fared less well: While the handcuffed Complainant was being placed in the rear of a squad car he kicked Accused Officer One in the right thigh, abraded his arm and cut his thumb.

Accused Officer Two's account of the incident closely paralleled that of his partner. However, by way of illustrating the Complainant's level of resistance, Accused Officer Two mentioned that the Complainant started walking away immediately upon seeing the officers exit their vehicle and that he tensed his arms and body all the while he kept his hands in his pockets.
Findings/Recommendation, Patrol Sergeant

Contrary to the Complainant’s allegation that the officers stopped him for no reason, the Sergeant found the officers in fact had sufficient reason to do so, i.e., were within the parameters of a lawful Terry stop, to-wit: (1) They were conducting surveillance on a subject who was the passenger in a vehicle from which drugs were recovered; (2) they saw that subject meet with the Complainant, whom the officers know to have a history of weapon and drug convictions. Finally, when the Complainant noticed the officers he reacted by walking away.

The Sergeant found particularly salient the fact that, during his OPS interview, the Complainant admitted he

- spoke with the subject under surveillance, i.e., the officers had sufficient reason to initiate an investigatory stop, given the Complainant’s history and the surveillance subject’s having been present in a drug car;
- yelled and behaved belligerently—actions that often precede a physical attack;
- refused to comply with the officers’ commands to take his hands out of his pockets, thereby giving them reason to suspect he had a weapon and/or drugs and making it reasonable that they attempted to physically secure his arms and remove his hands from his pockets;
- did not request medical attention and, in fact, told a supervisor that he was not injured.

The Sergeant noted additionally that the Complainant has had two convictions for weapon offenses, three for obstructing, four for dangerous drugs. A self-admitted member of the Gangster Disciples street gang, he has been arrested 67 times and convicted 22 times.

The Sergeant found specious the Complainant’s premise that he was justified in not removing his hands from his pockets, inasmuch as he “wasn’t doing anything.” Innocent of wrongdoing, suggested the Sergeant, one’s impulse is to comply, not to become argumentative.

The Sergeant found the Complainant’s claim that he was slammed to the ground “for no reason” similarly flawed, undercut by his admission that he refused to comply with verbal commands and physically resisted by tensing his arms and body. Indeed, even after being taken to ground he effectively thwarted the Accused Officers’ attempts to handcuff him, making it necessary for them to summon assistance.

Based upon the foregoing, the Patrol Sergeant recommended (9/16) to his immediate supervisor, a Patrol Commander, that the allegations against the Accused Officers receive a disposition of not sustained.

Findings/Recommendation, Patrol Commander

Noting that she personally responded to the incident, the Patrol Commander said she arrived to find the Complainant “loud, crying, resistant, non-compliant, and aggressive.” Of the street stop itself the Commander remarked that it
started as a basic street stop involving several suspicious circumstances (an argument between a man and woman with an infant in the car at 3 a.m., an occupied car stopped at the intersection but not moving when the light is green, pedestrians wandering in the area. One pedestrian was stopped, identified, sent on his way. This is what was intended regarding ... [the Complainant]. However, he immediately got defensive, became aggressive, refused to comply. Advised that he was under arrest his aggression/resistance escalated.

Based upon the foregoing, said the Patrol Commander, she concurs with the Patrol Sergeant’s findings/recommendation. The Commander therefore recommended (9/18) to her immediate supervisor, the Deputy Chief of Field Operations, that no further action be taken and that the matter be closed with a disposition of not sustained, inasmuch as the amount of force used was both necessary and justified.

Findings/Recommendation, Deputy Chief of Field Operations

The Deputy Chief found the officers had probable cause to stop the Complainant. Further, she said, the officers would have sent him on his way as soon as they established that, as he claims, he’d done nothing wrong. Instead, the Complainant elected to forcefully resist, thereby himself precipitating the use of force he has complained about. Based upon this analysis, the Deputy Chief recommended (9/18) to the Chief of Police that the matter be closed with a disposition of exonerated, i.e., the incident occurred but it was lawful and proper. The Chief of Police approved (10/19) that disposition.

Disposition: Exonerated

Kmt

CPAC: AGREE WITH DISPOSITION
EPAC: AGREE WITH DISPOSITION
Evanston Police Department
Office of Professional Standards
Complaint Register Form

Date: May 8, 2012

My name is [redacted]. I am ___ years of age and my date of birth is [redacted]. My home address is [redacted]. My home phone number is [redacted].

Identification Card or Drivers' License Number is ___________________________ State of Issuance ___________________________

I have been notified that under Public Act 93-0592, revised January 2004, of the State of Illinois, Section 5(b), anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit.

1. Date of Incident: 4/25/12 and 5/2/12. Approximate time of incident: __________

2. Location of Incident: Dempster, 425, 4-35, Dempster Dodge 8/1/12

3. Please provide the names, badge numbers, police vehicle number or license plate, and/or a physical description of the officers against whom you wish to file a complaint:

   4-25-12: Officer [redacted] and several other officers that are not known by name.

   5/2/12: [redacted] and several other officers that are not known by name.

4. Are there any witnesses you wish to be contacted during this investigation? YES  NO

Please provide the names, addresses and phone numbers of any witnesses:

4-25-12: [redacted]

   5-5-12: [redacted]

5. Please provide a full detailed account of your complaint and the nature of the incident (you may use the next page to continue your narrative or attach any additional documentation that you wish to provide):

   On 4/25/12 I was in the area of Dempster 416 block tending to my grill as she was stop on the street notifying me and business. A police officer drove up to us and got out his car and asked if everything was okay. Our reply was yes we were not loud we were not

   For Police Use Only:

   Date Complaint Received: 5-8-12 Received by: [redacted]

   Ops No: CR 12-11

Rev 12-1-2010

44 of 283
COMPLAINT NARRATIVE CONTINUED:

Defensive. The officer then replied that we would have to move out of the street. My female friend then asked me to get in and I responded that and I will walk. As she pulled off, the officer got back in his car and replied to him that I got a ride home. But you... uhh, and the officer with no. Don't be over there. What I think was across the street before to wake up the street to my female companion as she pulled up the street. The officer after me crossing. The street made a left time. Quietly across. As soon as the funeral or two other cars pulled up on me, and jump out, where they released it was which pushed toward me, grabbing me while telling me to take my hands out my pocket. I kept trying to ask, why are you messing with me. I haven't done a thing wrong. Plus there was no probable cause. For me to be touch or searched. What so, even I just was talking to a officer for two or three more. It was then attack and thrown to the ground. To be handcuffed for no reason. Then a officer said to me I'm looking for some drugs. Throwing everything out of my pockets onto the ground. Twice. From our fire officer. Also me Demanding which I struggle to be represented, which have no knowledge of this so-called fire attack. My female friend.

Please be aware that if you allege injuries as a result of this incident, we will need copies of your medical records regarding any examination or treatment. Per Federal privacy laws on the release of medical records, you will need to obtain copies of those records and supply them to the Evanston Police Department to make part of this investigation.

I have read this statement that I have voluntarily made, consisting of ___ pages and I attest that the facts and allegations contained within are true and correct to the best of my knowledge.

[Signature]

Complaintant Signature / Date

Witness Signature / Date

Sometimes people make false complaints against police officers. You should be aware that this can be a violation of the Illinois Compiled Statutes, if with the intent to deceive and with the knowledge of the statement's meaning, a person makes a false statement under oath and the statement is required or authorized by law to be made under oath.

OPS NO: CR 12-11
COMPLAINT NARRATIVE CONTINUED:

... to cry and ask what did he do wrong, watch these officersact on me around, when they had no right to mess with me at all, and then took me to jail and charge me with false charges. But every time the officer asked me, I told him, it's just a misunderstanding, it was just a misunderstanding at all. I would like a full investigation to show justice and police brutality. With all visible and open, with any step, police must have there video on with any step. I feel these officers took these for our box and wanted my right, with me be able to walk this street without being harassed or being harmed. I feel with a full investigation that full action should be taken with these officers, with full discipline for these actions, and my daughter were closing around our way to the currency exchange.

We were pulled in the currency exchange parking lot. And we were approached by an officer of officer with a lot of guns pointing my direction. I had faced the car, ask loan and clear what is the problem. I know I haven't done anything wrong. So after several times of me asking what is the problem with no response, I told the

Please be aware that if you allege injuries as a result of this incident, we will need copies of your medical records regarding any examination or treatment. Per Federal privacy laws on the release of medical records, you will need to obtain copies of those records and supply them to the Evanston Police Department to make part of this investigation.

I have read this statement that I have voluntarily made, consisting of ____ pages and I attest that the facts and allegations contained within are true and correct to the best of my knowledge.

Complainant Signature Date

(Handwritten: S-8-12)

Sometimes people make false complaints against police officers. You should be aware that this can be a violation of the Illinois Compiled Statutes, if with the intent to deceive and with the knowledge of the statement’s meaning, a person makes a false statement under oath and the statement is required or authorized by law to be made under oath.

OPS NO: CB 12-11
COMPLAINT NARRATIVE CONTINUED:

Officers-to-shit-they-think-me-to-sit-all
on-the-ground-with-my-daughter-daughter-right-hand
watching-when-we-have-no-knowledge-about-what
or-what-is-taken-place-many-of-people-watching
then-it-was-rushed-and-brutally-attacked-slapped-on
my-face-more-twisted-I-was-pulled-hand-cuffs
rushed-more-and-thrown-into-a-police-car-as
if-I-did-something-wrong-making-things-seem-as-if
I-really-did-something-wrong-for-the-ground-cover
they-knew-they-had-the-wrong-people-for-what-ever-the
situation-was-they-had-my-daughter-scared-for-her-life
they-took-my-female-companion-to-jail-as-if-she-did
anything-wrong-and-told-her-in-car-to-make-things
look-as-if-they-made-a-judgment-stop-she-was-not
pushed-over-she-fell-back-and-this-was-not-a-traffic
stop-they-had-no-right-moving-her-car-or-locking-her
up-there-came-nothing-found-or-anything-they-were
trying-to-cover-there-mess-up-that-situation-was
definitely-mentioned-for---and-his-officer-definitely
over-step-there-questions

Please be aware that if you allege injuries as a result of this incident, we will need copies of your medical records regarding any examination or treatment. Per Federal privacy laws on the release of medical records, you will need to obtain copies of those records and supply them to the Evanston Police Department to make part of this investigation.

I have read this statement that I have voluntarily made, consisting of _____ pages and I attest that the facts and allegations contained within are true and correct to the best of my knowledge.

__________________________
Complainant/Signature/

__________________________
Witness/Signature/

6-8-12

Sometimes people make false complaints against police officers. You should be aware that this can be a violation of the Illinois Compiled Statutes, if with the intent to deceive and with the knowledge of the statement's meaning, a person makes a false statement under oath and the statement is required or authorized by law to be made under oath.

OPS NO: # CH12-11
Evanston Police Department
Office of Professional Standards
Citizen Complaint Review
November 2012

CR #12-11

Allegation: On May 8 the Complainant came to the department's Office of Professional Standards (OPS) to file a complaint related to the felony traffic stop (May 2, 6:30 p.m.) of a vehicle in which the Complainant was a passenger. Overall, alleges the Complainant, the stop was unjustified. More specifically, he alleges the Accused Officer (a detective assigned to the department's Detective Bureau) employed excessive force against him (tackling him and thereby injuring his elbow) and arrested him without cause. Finally, the Complainant alleges the vehicle was towed unnecessarily (given that, allegedly, the felony stop was unjustified). If these allegations are true, the officer will have violated departmental rules 1, 2, and 18.

The Precipitating Incident

In response to a report of a M/B offender with a gun fleeing the area of Greenwood/Lake in a green minivan driven by a F/B, officers conducted a felony stop at Dodge/Dempster against a green minivan in which the Complainant was the front passenger. The Complainant (M/B) immediately exited the vehicle. For their safety, officers issued verbal commands (“Put your hands on your head!” “Show us your hands!”). The Complainant ignored these repeated commands and then began yelling that the officers should shoot him. At this point the Accused Officer, newly arrived on-scene, approached the Complainant, used voice commands and open-hand techniques to elicit compliance and, compliance being of only the briefest duration, attempted to grab the Complainant's arms. The Complainant flailed his arms to avoid being taken into custody. The Accused Officer then performed an arm-bar takedown that caused both him and the Complainant to strike the ground. Assisted by other officers, the Accused Officer then gained control of the Complainant and took him into custody for disobedience to police in a public way (an ordinance violation).

Note: There were multiple squad cars present at this felony stop. However, only one car’s in-dash camera was operational—and it was not in a position to capture the incident. Also, the Accused Officer’s microphone was not activated. However, relevant video-footage from the Bureau of Identification (B of I) processing area is available, as well as Communications audio. There also are medical records, inasmuch as the Complainant was treated at the hospital.

OPS Interviews

The Complainant told OPS that on May 2 (6:30 p.m.) he and his young daughter were passengers in a green minivan driven by his girlfriend. As the vehicle parked in the lot of a currency exchange located at Dempster/Dodge a number of police officers approached, guns drawn. The Complainant said he exited the vehicle and several times asked, “What’s the problem?” No one responded to his query. Piqued by this, the Complainant said he told the officers, “Shoot them!” Instead the Accused Officer rushed him in a “brutal” attack, he said, taking him to ground and slamming him onto his face, arms twisted. He was “roughed up some more,” said the Complainant, as the Accused Officer and two assist officers (Witness Officers One and Two) hand-cuffed him and “threw” him into a police car for transport to the station. The
Complainant said his girlfriend also was arrested, for a traffic-related offense. Her vehicle therefore was towed.

Witness One, the supervisor on-duty at the currency exchange, told OPS the Complainant was in the front passenger-seat of a green minivan driven by a woman, a child in the rear seat. Both adults exited the vehicle as soon as it was parked, he said, whereupon two officers (Witness Officers One and Two) told the Complainant to put his hands where the officers could see them. The Complainant appeared not to comply, e.g., he did not raise his hands in the air. Because of his noncompliance, an officer in a white shirt (the Accused Officer) grabbed the Complainant and, assisted by Witness Officers One and Two, brought the Complainant to ground.

Witness Two, a currency-exchange employee, recalled that the van pulled up and its female driver and the Complainant exited. Simultaneously, police officers appeared and repeatedly ordered the Complainant to put his hands up. The Complainant never put his hands up. Instead he responded, "Shoot me. You got your gun out." Several officers took him down and cuffed him, said Witness Two, adding that "no one beat up" the Complainant.

Witnesses Three and Four (both employed at a nearby insurance agency) said the Complainant was "uncooperative" with the officers and refused to listen.

The Accused Officer said that upon arrival at the incident he found the Complainant (known to the officer) outside the van, ignoring officers' commands and screaming, "Shoot me!" The officer moved in to gain compliance, he said, using open hand techniques and attempting to grab hold of the Complainant's arms in order to take him into custody. The Complainant actively resisted, swinging his arms to avoid being controlled. The Accused Officer said he responded by using an arm bar takedown, which resulted in both him and the Complainant falling to the ground. Two other officers (Witness Officers One and Two) then came to his assistance. Together the three took the Complainant into custody.

Witness Officer One said that he came on-scene to find the Complainant outside the van, facing north. Witness Officer One said he was positioned to the west (the Complainant's left) and had good visual of him. Witness Officer Two was repeatedly ordering the Complainant to place his hands on his head, said Witness Officer One, so he too started issuing that command. He noted parenthetically that the Complainant was wearing a "big, long shirt," which made it impossible to see whether or not he had a weapon in his waistband.

Witness Officer One said the Accused Officer arrived, assessed the situation, told Witness Officers One and Two to cover him, advanced toward the Complainant, grabbed him by the arm or hand, and walked him toward a parked car. The Complainant at first cooperated with all this, said Witness Officer One, so he turned his attention to the van. Almost immediately, however, he heard the Accused Officer order the Complainant to put his hands behind his back. Turning around, Witness Officer One saw the Complainant actively resisting, "attempting to defeat ... [the Accused Officer's] physical control .... [The Complainant] refused to present his hands to be cuffed." The Accused Officer then took him to ground, unassisted. Witness Officer One noted that even after being taken to ground the Complainant actively resisted the Accused Officer's attempt to handcuff him. As a result the officer was injured. Witness Officer One said
he and Witness Officer Two helped the Accused Officer handcuff the Complainant, as did a third officer whose identity Witness Officer One could not recall.

**Witness Officer Two** stated that by chance he was behind Witness Officer Three, both stopped for the light at Dempster/Dodge, when right in front of them the green minivan turned left off Dodge, traveling eastbound on Dempster. Witness Officer Two said Witness Officer Three “called it out on the radio” and, with him right behind her, followed the van, which pulled into the parking lot of the currency exchange at the SE corner of Dempster/Dodge. The two officers initiated a felony stop, said Witness Officer Two, he on the passenger side, Witness Officer Three on the driver’s side. Almost simultaneously four or five back-up units arrived.

Witness Officer Two said the van’s passenger door opened and a M/B (the Complainant) stepped out. The officer recognized him from prior contacts, he said, and ordered him back into the car for officer safety. The Complainant resisted. Instead he walked towards the back-up officers, yelling, “What the fuck are you doing? Why you got your fucking guns out? I’m going to fucking fuck somebody up.” The officers ordered him back into the car. Instead of complying the Complainant just kept yelling, “Fucking shoot me. Shoot me then. Fucking shoot me.”

Witness Officer Two said he and Witness Officer One approached the Complainant with guns drawn, ordering him to get on the ground for officers’ safety. At that point the Accused Officer stepped forward, unarmed, grabbed the Complainant by the arms, and pulled him away from the van towards a parked car, all the while telling him to calm down. The Complainant didn’t resist the Accused Officer, said Witness Officer Two.

Inasmuch as it appeared the Accused Officer had calmed the Complainant and everything was going to be ok, said Witness Officer Two, the other officers stayed with the van. Unable to see through its tinted windows, they didn’t know how many others—if, indeed, anyone—was still in it. Witness Officer Two said that, as he opened the van’s sliding side door to check for occupants, he heard a scuffle behind him and then heard the Accused Officer say, “Quit resisting!”, followed by a thud. Turning, the officer saw both the Accused Officer and the Complainant on the ground.

**Witness Officer Three** said she was responding to the “man with a gun” report when, driving south on Dodge from Lake, she came upon a green minivan driven by a black woman. Witness Officer Three said she broadcast the sighting over the radio because the man with the gun was reported to have fled eastbound on Greenwood in a green minivan driven by a B/F.

Witness Officer Three told OPS she followed the green van, which drove into the lot of a currency exchange located at the SE corner of Dempster/Dodge and parked. Together with Witness Officer Two—who had been traveling in her proximity on Dodge and who had followed her when she turned onto Dempster—Witness Officer Three conducted the felony stop. The female driver immediately attempted to exit the vehicle, said Witness Officer Three, but she ordered her back in and directed her to turn off the ignition. At that point, said Witness Officer Three, she heard a baby crying and a man yelling, neither one visible to her. Then the passenger jumped out, yelling, “Shoot me! Shoot me!” And the officers started yelling, first, “Put your hands in the air” and, later, “Get down on the ground.” Witness Officer Three said she grabbed both the child (whom the officer saw moving to the front of the van) and the driver and
moved them to the rear of the van, out of the way. She then turned her attention back to the
Complainant. Handcuffed by then, he still was yelling and cursing. His eyes were red, she said,
as though he’d been drinking or smoking. Witness Officer Three said she did not see the
Accused Officer’s interaction with the Complainant because she was absorbed in her own
interaction with the driver and child.

Witness Officers Four and Five, who were riding together in a marked squad, both recalled
arriving on-scene to find the Complainant refusing to comply with verbal commands and
shouting, “Shoot me!” at officers.

Witness Officer Four said she and her partner were the third squad on-scene. She recalled
that the Complainant exited the vehicle and the officers commanded him to get back inside. He
didn’t comply. Instead he repeatedly said, “Fuck you! I don’t have to listen to you.” The officers
then commanded him to get down on the ground, said Witness Officer Four. The Complainant
didn’t comply with that command either, she noted. Meanwhile, said Witness Officer Four, she
went over to the driver’s side of the van, intent on clearing the vehicle. When she came back,
she said, the Complainant was on the ground, so she assisted in handcuffing him. She said no
one struck the Complainant.

Witness Officer Five said the Complainant did not comply with the officers’ commands to put
his hands on his head. Instead he kept his hands in or near his pockets. The officer added that
there was no tackling and no one struck the Complainant.

The Witness Sergeant responded to the incident and attempted to speak with the Complainant,
who, the Sergeant noted, smelled of alcohol and was breathing hard in an attempt to appear
upset. The Complainant refused to answer questions put to him by the Sergeant.

Video surveillance from the sally port and the B of I shows officers carrying the
Complainant, who refused to walk from the transport vehicle into the station. Placed on the floor
in the B of I, the Complainant remained seated on there, where paramedics treated him while he
continued to behave irrationally. Finally, the video shows, the Complainant was placed on a
stretcher, carried to a waiting ambulance, and transported to the hospital for treatment of a
minor abrasion to his right arm, near the elbow, and a minor injury to his mouth.

Note: The Accused Officer also was treated at the hospital, for a contusion to his ribs.

Findings, Use of Force Investigation

The Patrol Sergeant who reported to the May 2d incident, and whose questions the
Complainant refused to answer, conducted an investigation (independent of the OPS
investigation at hand) into whether or not an appropriate use of force was employed. The
Sergeant found that

- Witness Officer Three was justified in conducting a stop on the green van.
- The Accused Officer’s admitted actions—using an arm bar takedown in response to the
  Complainant’s disobeying commands and swinging his arms to avoid being taken into
  custody—were within the parameters of departmental policies/procedures.
The Complainant's injuries were consistent with a fall to the ground.

Based upon the foregoing, the Patrol Sergeant found that no further action was required, inasmuch as the amount of force used was both necessary and justified.

Findings/Recommendation, Detective Bureau Sergeant

Based upon the foregoing, the Detective Bureau Sergeant concurred that the Accused Officer's actions were necessary, reasonable and justified. As to the Complainant's allegation that the vehicle was "towed for no reason," noted the Sergeant, "Evanston City Ordinance, Section 10-6 (A) (l) allows for the vehicle to be towed when the motor vehicle is not operable due to the arrest of the operator"—who, in the matter at hand, was arrested along with the Complainant. The Detective Bureau Sergeant recommended (10/01) to his immediate supervisor, the Commander of the Detective Bureau, that no further action be taken and that this matter be closed with a disposition of unfounded. The Commander concurred, and so advised his immediate supervisor, the Deputy Chief of Investigative Services.

Findings/Recommendation, Deputy Chief of Investigative Services

The Deputy Chief concurred that the Accused Officer was justified in his actions and in the degree of force used. He therefore recommended (10/01) to the Chief of Police that the matter be closed with a disposition of exonerated, i.e., the incident occurred but it was lawful and proper. The Chief of Police approved (10/03) that recommended disposition.

Disposition: Exonerated

kmt

CPAC: AGREE WITH DISPOSITION
EPAC: AGREE WITH DISPOSITION
Evanston Police Department
Office of Professional Standards
Complaint Register Form

Date: May 31, 2012

My name is _____________________________. I am ___ years of age and my date of
birth is ________________________. My home address is _____________________________. My home phone number is _____________________________. My State
Identification Card or Drivers' License Number is _____________________________. My State
of Issuance is _____________________________.

I have been notified that under Public Act 93-0592, revised January 2004, of the State of Illinois, Section 5 (b),
anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit.

1. Date of Incident: May 24th, 2012. Approximate time of incident: 4:30pm

2. Location of Incident: Oakton and Elmwood

3. Please provide the names, badge numbers, police vehicle number or license plate, and/or a
physical description of the officers against whom you wish to file a complaint:

I want to file a complaint against _____________________________.

4. Are there any witnesses you wish to be contacted during this investigation? Yes ☐ No ☐

Please provide the names, addresses and phone numbers of any witnesses:

_________________________ ☐

_________________________ ☐

_________________________ ☐

5. Please provide a full detailed account of your complaint and the nature of the incident (you may use the next page to continue your narrative or attach any additional documentation that you wish to provide):

My mother was arrested and I received
a call to go and pick up my child at
the site (Oakton & Elmwood). Once I get
there, _____________________________.

For Police Use Only:
Date Complaint Received: 5/31/12 Received By: 4967
Ops No.: CR 12-15
Rev 12-1-2010
COMPLAINT NARRATIVE CONTINUED:

Throwing hand gestures and screaming obscenities at me. I go over to talk to them and ask them why they are harassing my family and [redacted] says "I will run your family." Officer [redacted] then comes over and with little eye contact throws me on the ground because [redacted] said to him to arrest me. [Redacted] never questioned me or read my rights or even talked about why I was being arrested, he just threw me to the ground and let [redacted] laugh in front of me. [Redacted] placed his leg on top of my back and held me up 15 minutes later. He finally pulled me up and he kept dashing his nails into my arm. I tried to tell him to please stop grabbing me and to let me go but he kept dashing his nails into my skin. They way he arrested me was unjustifiable because he did not let me know I was being held in custody, he did not handcuff me or question the other persons involved. And he also threw me excessively by heavily brushing my arm and [redacted] hurting my jaw and my back.

Please be aware that if you allege injuries as a result of this incident, we will need copies of your medical records regarding any examination or treatment. Per Federal privacy laws on the release of medical records, you will need to obtain copies of those records and supply them to the Evanston Police Department to make part of this investigation.

I have read this statement that I have voluntarily made, consisting of [redacted] pages and I attest that the facts and allegations contained within are true and correct to the best of my knowledge.

"OFFICIAL SEAL\nSHARON R. DAVIDSON\NORTH PUBLIC, STATE OF ILLINOIS\NY COMMISSION EXPIRES 7/15/2013\(2013\)
\(May 31, 2013\)
\(Signature\)
\(Date\)

Sometimes people make false complaints against police officers. You should be aware that this can be a violation of the Illinois Compiled Statutes, if with the intent to deceive and with the knowledge of the statement's meaning, a person makes a false statement under oath and the statement is required or authorized by law to be made under oath.

OPS NO: CR 12-15

54 of 283
Evanston Police Department  
Office of Professional Standards  
Citizen Complaint Review  
August 2012

CR #12-15  
Initiated 5/31/12  
Completed 8/15/12

Allegation:  
On May 31 the Complainant alleged to the department’s Office of Professional Standards (OPS) that a week earlier (5/24, 4:00 p.m.) the Accused Officer arrested her without conducting a competent investigation and employed excessive force in effecting that arrest—to the apparent amusement of her alleged victim, whom the Accused Officer did not admonish for laughing at the Complainant and deriding her while in extremis.

The Precipitating Incident

On May 24 the Complainant responded to Oakton/Elmwood to retrieve her child and the Complainant’s brother and sister, all three of whom were passengers in a vehicle stopped by the Accused Officer and his partner because its driver—the Complainant’s mother—allegedly was the offender in a battery.

On-scene the Complainant yelled obscenities at a son and a brother of her mother’s alleged victim. The Accused Officer ordered the Complainant to desist, but instead she charged at the son (who had yelled back) and appeared to slap him (an allegation the Complainant subsequently denied). The youth said he wanted the Complainant arrested for battery. The officer compiled, unassisted (because his partner was engaged in interviewing the Complainant’s mother) and despite the Complainant’s active resistance.

OPS Interviews

The Complainant denied being verbally abusive toward and/or striking either the Accused Officer or the son of her mother’s adversary. As to the latter, the Complainant said he was “getting in her face” so she put up her hand to signal he should “back off.” Instead, she said, the youth yelled “Arrest her!” and without just cause the Accused Officer grabbed her upper left arm (bruising it), pushed her to the ground, and held her there for “15 minutes” by placing his knee on her back. The Complainant said her plight amused her alleged victim, who laughed and derided her as she lay restrained on the ground. The Accused Officer made no attempt to deter him, alleged the Complainant, nor did the Accused Officer Mirandize her or interview her about the alleged battery.

The Complainant said she did not seek medical treatment for the bruising to her arm because she “didn’t have time.”—she had to get her mother out of jail, look after her child and her two siblings, and go to work.

The Complainant’s minor (14 YOA) sister (the Witness) told OPS she did not see the Complainant strike anyone, nor did she see her slap the Accused Officer as he attempted to arrest her. The Witness admitted, however, that the Complainant “was getting angry” and she said she saw her sister attempt to get her hand away from the Accused Officer’s grasp by “slapping his hand away.”
The Accused Officer said he and his partner curbed the Complainant's mother's vehicle on May 24 because it and its driver matched vehicle/offender descriptions broadcast in conjunction with an alleged battery. The driver's two minor children and her grandchild were passengers in the vehicle, so she phoned the driver/mother (the Complainant) to come to the incident and retrieve them. The Complainant complied, said the Accused Officer, parenthetically noting that she had had no previous contacts with her. Almost immediately upon arrival, he said, the Complainant became angered by statements being made by both her mother's adversary's son and her brother. She shouted profanities at them and—ignoring the officer's orders to desist—ultimately ran toward the son, "pointed fingers" in his face, then struck him in the head with her open hand. At this, said the Accused Officer, he "took ... [the Complainant] by the shoulder" and she pushed him. Simultaneously the Complainant's victim said he wanted to press charges against her for battery, recounted the Accused Officer, so he told the Complainant she was under arrest and attempted to take her into custody. She resisted, pushed him a second time, tried to strike him, and attempted to flee. He said he used "an arm bar takedown method" to gain control of her and subsequently grabbed her left arm a number of times because she continually pulled away. Noting that he had to deal with the Complainant singlehandedly because his partner was busy with her mother, the Accused Officer admitted to placing his knee on her back to restrain her until an assist officer arrived to transport the Complainant to the station for processing. In the lock-up, said the Accused Officer, he offered the Complainant medical attention because he noticed [although she appeared not to have noticed] that her arm was bruised. She declined the offer. At no time did he Mirandize the Complainant, said the officer.

Review/Findings, Patrol Sergeant

There is no in-car audio/video record of the incident, noted the Patrol Sergeant. However, audio/video from the Bureau of Identification did capture the Complainant's actions while being processed. It shows she was verbally abusive to officers—occasionally even belligerent, and it also shows she refused to answer standard intake questions.

An Evidence Technician took photographs of the Complainant's left bicep. The Sergeant reviewed the photos and found they show light bruising consistent with the Complainant's allegations against the Accused Officer.

Clearly, found the Sergeant, the Complainant's arrest was justified, in that she did batter both the son of her mother's adversary and the Accused Officer. The Complainant also clearly resisted arrest to a degree that made both reasonable and necessary the actions the Accused Officer took in effecting her arrest.

Inasmuch as his actions did occur but were lawful and proper, the Sergeant advised (8/03) her immediate supervisor, a Patrol Commander, that the Accused Officer should be exonerated of violating departmental rule 1 (bringing the department into disrepute), rule 6 (incompetence in the performance of a duty), and rule 18 (willful maltreatment/excessive force).
Findings/Recommendation, Patrol Commander

Noting that the Complainant’s sister admitted the Complainant “was getting angry” and that she saw her sister attempt to get her hand away from the Accused Officer’s grasp by “slapping his hand away,” the Patrol Commander remarked that this latter action in and of itself constituted a battery to police officer and gave the officer the right to make an arrest.

Reiterating that the Accused Officer admitted to

- utilizing a straight-arm bar takedown to bring the Complainant to the ground
- placing his knee on her back to prevent her escape
- grabbing her arm to prevent her running from him
- failing to Mirandize her,

the Commander noted specifically that Mirandizing was unnecessary, in that the Complainant never was interrogated reference the incident, but merely was asked standard booking questions. The Commander then went on to say that all of the Accused Officer’s actions were lawful, proper, and within the guidelines of the department’s rules and regulations, given that after having been battered and while his partner was otherwise engaged, he had to deal with a combative subject alone while waiting for an assist officer to arrive.

Given the above circumstances, the Commander recommended (8/10) to his immediate supervisor, the Acting Deputy Chief of Field Operations, that no further action be taken and that the matter be closed with a disposition of **exonerated**. The Acting Deputy concurred that the Accused Officer’s actions were proper and necessary, as did the Chief of Police, who approved (8/15) the disposition of **exonerated**.

Disposition: **Exonerated**

kmt

CPAC: AGREE WITH DISPOSITION
EPAC: AGREE WITH DISPOSITION
My name is ____________. My home address is ____________. My home phone number is ____________. My State Identification Card or Drivers' License Number is ____________. My date of birth is ____________. I am ____________ years of age.


I have been notified that under Public Act 93-0592, revised January 2004, of the State of Illinois, Section 5 (b), anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit. It details the following:

1. Date of Incident: May 24/12. Approximate time of incident: 4:25pm
2. Location of Incident: Elmwood & Coroton
3. Please provide the names, badge numbers, police vehicle number or license plate, and/or a physical description of the officers against whom you wish to file a complaint.
   Police _______ come to me ______ tell me ______ and her ______.
   They ______ ask ______ questions ______ to see ______
   the ______ Real Story ______ When ______
   and ______ place ______ me ______ in ______ the ______ bag ______ car ______
4. Are there any witnesses you wish to be contacted during this investigation? YES/NO
   Please provide the names, addresses and phone numbers of any witnesses ______

5. Please provide a full detailed account of your complaint and the nature of the incident (you may use the next page to continue your narrative or attach any additional documentation that you wish to provide):

   the ______ are many ______ family ______
   Work ______ at ______ my ______ son ______ school ______
   he ______ tell ______ everybody ______ to stop ______
   speaking ______ to ______ me ______ but ______ only ______ the ______

FOR POLICE USE ONLY:
DATE COMPLAINT RECEIVED: 5/31/12
OPS NO: (CR) 12-16
Rev 12-1-2010

P. 4
COMPLAINT NARRATIVE CONTINUED:

Community because he knows white cops they will not listen to him. Mostly the Latino Community is shock but the belongs to the sisters in laws against.

And Friends:

As a history of calling the police on everyone and anything we can challenge the police to make a investigation on how many times she calls the police. She used to call the police 80 times a day.

She hates me because the last time I spoke to her on the day I left him I told her I don't believe her lies if she have no sense of a list you do since that we will go around with mancasa and look when he meet me that's why she hate me she will do anything to put me away.

Please be aware that if you make false accusations as a result of this incident, we will need copies of your medical records regarding any examination or treatment. Per Federal privacy laws on the release of medical records, you will need to obtain copies of those records and supply them to the Evanston Police Department to make part of this investigation.

I have read this statement that I have voluntarily made, consisting of _ pages and I attest that the facts and allegations contained within are true and correct to the best of my knowledge.

Sometimes people make false complaints against police officers. You should be aware that this can be a violation of the Illinois Compiled Statutes, if with the intent to deceive and with the knowledge of the statement's meaning, a person makes a false statement under oath and the statement is required or authorized by law to be made under oath.
COMPLAINT NARRATIVE CONTINUED:

So I will ask the police officers to ask Questions: go to the 911 Call, victim see if she is lying or just came later or somebody sat in car, and then that's why I want to arrest you, because that's what I did to me. I arrest me.

Said he never arrested me for anything. I delivered a stop and I was ready to come to the station. I was chasing me in his car. He's mom was in a red car with a friend. He was chasing me. As well why did not come to the bottom of this before.

He feels he is interesting. You don't chase a person with your car. The witness is he supposed to be around of the story. Ready people's fights. He put somebody in jail.

Please be aware that if you allege injuries as a result of this incident, we will need copies of your medical records regarding any examination or treatment. Per Federal privacy laws on the release of medical records, you will need to obtain copies of those records and supply them to the Evanston Police Department to make part of this investigation.

I have read this statement that I have voluntarily made, consisting of 3 pages and I attest that the facts and allegations contained within are true and correct to the best of my knowledge.

Complainant Signature: [Redacted]
Date: 5-31-12

Witness Signature: [Redacted]
Date: 5-31-12

Sometimes people make false complaints against police officers. You should be aware that this can be a violation of the Illinois Compiled Statutes, if with the intent to deceive and with the knowledge of the statement's meaning, a person makes a false statement under oath and the statement is required or authorized by law to be made under oath.

CPS NO: CR 12-16

P. 6
Allegation: On May 31 the Complainant alleged to the department's Office of Professional Standards (OPS) that a week earlier (5/24, 4:00 p.m.) the Accused Officer arrested her without conducting a thorough on-scene investigation and used excessive force in effecting that arrest. Further, alleged the Complainant, the Accused Officer failed to Mirandize her.

The Precipitating Incident

On May 24 the Accused Officer and his partner responded to the intersection of Custer/Oakton regarding a report of battery to the caller (Witness One, 22 YOA) and his mother (Witness Two). Witness One identified the Complainant as the offender, saying he and his mother have had numerous unpleasant encounters with her. Specifically as to the May 24th incident, Witness One stated his mother and a female friend (Witness Three) were seated in Witness Two's car, parked in front of her residence, when the Complainant ran up and attacked Witness Two through the vehicle's open driver's side window, scratching her about her chest and face. Witness Three confirmed this account and, as a matter of objective fact, the officers observed three abrasions across Witness Two's chest, an abrasion on the right side of her chin, and an abrasion on her throat.

While the officers were conducting their on-scene investigation Witnesses One and Three suddenly stated, "There she is! There she is!" and pointed to a tan Buick SUV turning westbound from Custer onto Oakton. The Accused Officer and his partner effected an investigative stop of the vehicle, asked the driver (the Complainant) to exit, and arrested her on two counts of battery after Witness One identified her as the offender. A transport officer delivered her to the police department for processing.

OPS Interviews

During her OPS interview the Complainant admitted to knowing Witnesses One and Two and to having had issues with them in the past. As to the matter at hand, the Complainant stated Witnesses One and Two precipitated it by pursuing her in separate vehicles—an experience that caused her to notice she did not have her cell phone with her. She managed to elude the pursuing vehicles, she said, and returned home to retrieve her cell phone before setting out again on her original errand—an errand that caused her to travel past the Complainant's home and see the Complainant seated in her car in front of the residence, scratching herself on the face. The Complainant said she continued northbound on Custer to Oakton. There the Accused Officer stopped her and, without asking any questions and/or Mirandizing her, grabbed her by the right forearm—bruising it—and put her in his squad car.

The Complainant admitted that she at no time asked to speak with a supervisor about the alleged bruising. She also acknowledged that, in fact, the Accused Officer was not rude to her at any time during their encounter.
The Accused Officer told OPS that Witnesses Two and Three gave consistent accounts of the incident and that he observed several abrasions to Witness Two’s cheek/throat/chest. As he was conducting his on-scene investigation, he said, the Complainant drove past and the Witnesses identified her as the offender. He conducted a stop of the vehicle and asked the Complainant to exit. She complied, but refused to provide any statement. He then placed her in custody, he said, and without Mirandizing her escorted her handcuffed to his squad car, where he uncuffed her briefly so she could phone her family to retrieve children she was transporting in her vehicle. The officer admitted that he did grasp the Complainant’s forearm while escorting her to his vehicle.

While the Complainant was in lock-up, said the Accused Officer, she would speak only to him. She neither claimed injury nor asked to speak to a supervisor, he said.

**Review/Findings, Patrol Sergeant**

There is no in-car audio/video record of the incident, noted the Patrol Sergeant.

There is audio of the original call for service, but it contains nothing substantive regarding the investigation.

Facts not in dispute are that the Accused Officer:

- responded to Witness One’s call for service
- took statements from Witnesses One, Two and Three
- ascertained that injuries existed
- arrested the Complainant for battery to Witnesses One and Two
- placed his hand on the Complainant while escorting her to his vehicle after taking her into custody
- did not interview the Complainant (because she refused to cooperate)
- did not read her Miranda warnings to the Complainant

**Findings:**

- The Accused Officer exercised sound judgment in arresting the Complainant, based upon the information available to him (a victim with visible injuries, witnesses, an uncooperative suspect).
- He acted within his legal authority and in accordance with departmental policies/procedures.
- Nothing in the evidence presented suggests that the Accused Officer behaved disrespectfully or with malice toward any of the involved parties.
- During the investigative phase under scrutiny the Accused Officer was not required to Mirandize the Complainant. She was not being interviewed.
- As to the alleged bruising, the Accused Officer admitted to grasping the Complainant’s arm while escorting her to the police vehicle—contact that is in accordance with a police officer’s obligation to maintain control of a subject in custody. Further, bruising does not necessarily equate with excessive force, no further evidence was presented in support of
the excessive-force allegation, and the bruising was not displayed to a member of the department until a week after the incident, i.e., bruising existed, but could have occurred as a result of circumstances having nothing to do with the May 24 incident.

Recommendation, Patrol Sergeant

Based upon his findings the Sergeant recommended (8/23) to his immediate supervisor, a Patrol Commander, that no further action be taken and that the allegation(s) with regard to each of the applicable departmental rules (to-wit: rules 1, 6, 18) receive a disposition of not sustained.

Findings, Patrol Commander

The Commander concurred with the Sergeant's finding that the Complainant's allegation of excessive force, i.e., violation of departmental rule 18, should receive a disposition of not sustained. Parenthetically he noted that the bruising would have been photographed had the Complainant reported it while she was in custody. By failing to do so she deprived herself of an opportunity to secure potentially objective evidence in support of her allegation.

As to the allegation that the Accused Officer arrested the Complainant without conducting a thorough on-scene investigation (potentially a violation of departmental rule 6), the Commander found that the officer should be exonerated, in that, contrary to the allegation, the arrest was lawful and proper; given that (1) the victims' and witness' statements were consistent with one another; (2) Witness Two had visible injuries (photographed by an Evidence Technician) and was visibly shaken; and (3) as soon as the Accused Officer made contact with the Complainant she stated Witness Two's scratches were self-inflicted—despite the fact that the officer had not yet mentioned any injuries!

Finally, the Commander found that the Accused Officer should be exonerated of the allegation that he did not Mirandize the Complainant (potentially a violation of departmental rule 1), stating that the officer did not interrogate her concerning the case and therefore was not required to issue Miranda warnings to her.

Recommendation, Patrol Commander

Based upon his findings (above) the Patrol Commander recommended (8/27) to his immediate supervisor, the Deputy Chief of Field Operations, that the Accused Officer be exonerated as to the allegations concerning departmental rules 1 and 6 and that the allegation regarding violation of departmental 18 receive a disposition of not sustained. The Deputy concurred with the recommended dispositions and advised (9/06) the Chief of Police, who concurred with the Deputy's recommendations and approved them (9/07).

Disposition: Rules 1 and 6 - Exonerated
Rule 18 - Not sustained

Kmt CPAC: 3 MEMBERS FINDINGS WERE EXONERATED ON ALL COUNTS
EPAC: AGREE WITH DISPOSITIONS

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My name is [REDACTED]. I am [REDACTED] years of age and my date of birth is [REDACTED]. My home address is [REDACTED], zip code [REDACTED]. My home phone number is [REDACTED]. My State Identification Card or Drivers' License Number is [REDACTED].

I have been notified that under Public Act 93-0592, revised January 2004, of the State of Illinois, Section 5 (c), anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit.

1. Date of Incident: [REDACTED]. Approximate time of incident: [REDACTED]

2. Location of Incident: [REDACTED]

3. Please provide the names, badge numbers, police vehicle number or license plate, and/or a physical description of the officers against whom you wish to file a complaint:

[REDACTED]

4. Are there any witnesses you wish to be contacted during this investigation? [ ] YES [ ] NO

Please provide the names, addresses and phone numbers of any witnesses:

[REDACTED]

5. Please provide a full detailed account of your complaint and the nature of the incident (you may use the next page to continue your narrative or attach any additional documentation that you wish to provide):

The police showed up and the people who were disturbing the peace went around the building and about 3 police went after them and they couldn't get them so they came on to us. Then they told us to go inside and my friends [REDACTED] and [REDACTED] said no because we...

FOR POLICE USE ONLY:
DATE COMPLAINT RECEIVED: [REDACTED] RECEIVED BY [REDACTED]
OPS NO: [REDACTED] REV 12-1-2010
COMPLAINT NARRATIVE CONTINUED: Didnt do anything wrong
and this is our property so the officer said
so we go in the house and then I grabbed both
of my friends with a arm each and started to
growl and said come on and my friends said
so because we done nothing wrong so as im grabbing
both of them a cop push me in the back said paper
oryou with us so I hit the ground and hit my eye on the stairs
and while I was down trying to get my senses
but I heard my sister open the front door like what was
wrong wasnt wrong went to grab me by my shirt
dragged me down the stairs while my eyes were closed
then I got on the concrete and skinned my knee on the ground
so all this happen my leg was in pain my
bone was broken and then they put me in the
car I couldnt see I was scared for my life
so I ask for an ambulance and they said ok we
sent out Florence for about 20 minutes the ambulance
come then we went to the station and then
I look searching my coat and everything out my pockets
and since the cops there then the ambulance
come and I said I didnt want any one touching me
and as we was called over there to the call my nips
were hurt and he didnt put on the ambulance came and
Please be aware that if you allege injuries as a result of this incident, we will need copies of your
medical records regarding any examination or treatment. Per Federal privacy laws on the release
of medical records, you will need to obtain copies of those records and supply them to the
Evanston Police Department to make part of this investigation.

I have read this statement that I have voluntarily made, consisting of ___ pages and I attest that
the facts and allegations contained within are true and correct to the best of my knowledge.

SHARON R. DAVIDSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/15/2013

June 27, 2012

Sometimes people make false complaints against police officers. You should be aware that this can be a violation of
the Illinois Compiled Statutes, if with the intent to deceive and with the knowledge of the statement's meaning, a
person makes a false statement under oath and the statement is required or authorized by law to be made under oath.

OPS NO: CR 12-18

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Evanston Police Department
Office of Professional Standards
Citizen Complaint Review
December 2012

CR #12-18

Initiated 6/27/12

Completed 11/07/12

Allegation: On June 27 the Complainant alleged to the department’s Office of Professional Standards (OPS) that on June 23, while arresting him, the Accused Officer sprayed him with pepper spray and applied handcuffs so tightly that they injured his wrists. An unidentified officer (perhaps the Accused Officer) pushed the Complainant’s face into the pavement.

The OPS Investigation

The Complainant told OPS that he and three friends were inside a residence on Florence when they heard an argument outside. As they went out to see what was going on police responded to the disturbance. The Complainant said the noisemakers fled and the police pursued them on foot. Meanwhile he and his friends sat down on the porch to observe the unfolding incident. When the officers returned to their vehicle(s)—with no offenders in custody—the Accused Officer told the Complainant and his friends to go into the house. His friends objected, recalling the Complainant, saying they did nothing wrong, the disturbance call wasn’t about them. The Accused Officer once again ordered them inside, and once again the friends did not comply. At that point, said the Complainant, he got up and attempted to shepherd his companions into the house. As he was bundling them into the hall the Accused Officer pepper-sprayed him, he said. Temporarily blinded, he fell to the floor, hitting his face on a stair as he went down. He then was grabbed by the back of his shirt, said the Complainant, dragged down the porch stairs and onto the concrete. There he was turned face-down and his face scraped on the ground as he was dragged to a police car. He was arrested, he said, for trying to usher his friends into the house while the police were trying to arrest them. The Complainant told OPS he refused treatment from paramedics at the station and never asked to speak with a supervisor vis-à-vis the Accused Officer’s maltreatment of him.

The Complainant told OPS he would supply medical documentation of his injuries and that his witnesses (mother and sister, plus his three involved friends) all had agreed to contact OPS to arrange to be interviewed as witnesses. None of this happened, despite OPS’ multiple attempts during the ensuing three months to encourage the Complainant, by voicemail and by snail mail, to follow up. He never responded to these entreaties.

On November 1 the OPS Sergeant advised the Chief of Police of the stalemate engendered by the Complainant’s failure to cooperate. She suggested that no further action be taken and that the matter be closed with a disposition of SOL – the Complainant failed to cooperate further. The Chief concurred (11/07).

Disposition: SOL – the Complainant failed to cooperate further.

kmt CPAC: AGREE WITH DISPOSITION

EPAC: AGREE WITH DISPOSITION
Evanston Police Department
Office of Professional Standards
Departmental Inquiry
August 2012

DI #12-20
Initiated 7/24/12
Completed 8/6/12

Allegation: On July 24, at the police department, the Complainant alleged to a Neighborhood Enforcement Team (NET) Sergeant that the Accused NET Detective detained him in a traffic stop without disclosing its precipitating cause, erroneously accused him of not having a valid driver's license, and searched him without justification.

Note: The Complainant advised the NET Sergeant that recently he was detained by another detective, during which stop the Accused Detective was present. Also, he said, the Accused Detective has arrested him in the past. The Complainant suspects these previous encounters gave impetus to the current incident and he therefore wants his complaint about the current incident documented.

The Precipitating Incident

The Accused Detective detained the Complainant in a traffic stop on suspicion that he does not possess a valid driver's license. The Complainant in fact did not have a driver's license in his possession. However, he asserted, he does possess one. Given that these circumstances made it necessary for him to investigate further, the Accused Detective ordered the Complainant out of his vehicle, handcuffed him, and patted him down for officer safety (which pat-down involved checking between his legs and in the buttocks area). Further investigation determined that the Complainant does have a valid license, so the Accused Detective released the Complainant without charges, although at his discretion the officer might have cited the Complainant for not having his driver's license on his person while driving.

Actions Taken, NET Sergeant

1. The Sergeant interviewed the Accused Detective, then directed that he submit a memorandum detailing the traffic stop. The detective complied. In his memo he stated he knows the Complainant from previous encounters and, based on those past encounters, he suspected the Complainant does not have a valid driver's license. To affirm/disaffirm his suspicion he ran the Complainant's name through the police vehicle's mobile data base. Two driver's license numbers came back, he said, both associated with a photo ID of the Complainant, but having disparate numbers. Based upon this anomaly, said the Accused Detective, he initiated the stop and asked the Complainant for his driver's license and proof of insurance. The Complainant produced the latter, but said he did not have his license on his person. In lieu of it he produced a photo ID—which contained a number that did not correspond with either number associated with the photo IDs located before initiation of the stop. Faced with this conundrum, said the Accused Detective, he handcuffed the Complainant before investigating further, and patted him down for officer safety.

The photo ID provided by the Complainant did prove helpful in confirming that he does in fact have a valid driver's license, noted the Accused Detective in his memorandum. He therefore
released the Complainant from custody—and didn’t even cite him for not having his driver’s license on his person while driving.

2. The NET Sergeant reviewed the in-car audio/video footage, comparing it against the narrative provided in the Accused Detective’s memorandum. Consistent with the memo, the footage specifically revealed that

- The Accused Detective did inform the Complainant of the reason for the stop and the nature of the investigation.
- When the Complainant proved not to have a license on his person (an offense for which he could have been cited and required to post bond) the Accused Detective ordered him out of the vehicle and secured/searched him before continuing the investigation. He violated no departmental rules/regulations while doing so.
- Contrary to the Complainant’s stated perception, the Accused Detective performed a normal pat down search. However, the Sergeant suggested, the Complainant may have experienced it as more intrusive than normal because he was wearing loose-fitting athletic shorts.
- Upon releasing the Complainant the Accused Detective thoroughly explained why he detained him and the reason for each of the steps he took as part of his investigation.

3. The NET Sergeant phoned the Complainant, explained his actions/findings (see above), and informed the Complainant that nothing about the traffic stop was inappropriate or illegal. However, he assured, the complaint would be documented. The Complainant said he understood and was satisfied with this outcome. The Sergeant gave his contact information to the Complainant, should he have further questions or future issues. The Sergeant concluded their conversation by advising the Complainant to carry his driver’s license with him in future, so as to avoid citation for not having it on his person.

**Recommendation, NET Sergeant**

In that the Accused Detective’s actions did not violate departmental policy, the Sergeant recommended (8/02) to his immediate supervisor, the NET Commander, that the detective be **exonerated** of any and all wrongdoing. The Commander concurred and accordingly made that recommendation (8/06) to his immediate supervisor, the Deputy Chief of Investigations, who recommended (8/08) a disposition of **exonerated** to the Acting Chief of Police. The Acting Chief of Police approved that disposition (8/08).

**Disposition**: **Exonerated**

kmt

CPAC: AGREE WITH DISPOSITION

EPAC: AGREE WITH DISPOSITION
Evanston Police Department
Office of Professional Standards
Departmental Inquiry
October 2012

DI #12-25
Initiated 9/04/12
Completed 10/03/12

Allegation: On September 4 the Complainant alleged to the department’s Office of Professional Standards (OPS) that the two Accused Officers on August 31 erroneously accused him of talking on his cell phone while driving—the most recent incident in, he alleged, the police department’s ongoing targeting of him and his family.

The Precipitating Incident

On August 31 (11:30 p.m.), at the intersection of Brown/Church, Accused Officers One and Two effected a traffic stop against the Complainant, based upon Accused Officer Two’s perception that the Complainant was using a cell phone without a hands-free device. Upset at being stopped for illegal cell phone use, the Complainant offered his phone-history to prove that, in fact, he was not talking on the phone. The officers did not cite him.

Investigation, Patrol Sergeant

Assigned to investigate the Complainant’s allegation, the Patrol Sergeant directed each of the Accused Officers to submit a memorandum detailing the traffic stop. Both complied. Accused Officer One related that, while driving southbound on Dodge, he stopped for a red light at Church. His partner (Accused Officer Two) observed that the driver of a vehicle traveling westbound on Church had his right hand up to his right ear and appeared to be holding a cell-phone. The officers activated their lights and curbed the vehicle on Brown, just north of Church. Accused Officer One said he informed the driver (the Complainant) of the reason for the stop and asked to see his driver’s license and proof of insurance. The Complainant complied with the request. However, he was irate at being stopped, insisted he was not using a cell-phone, and asked for the officers’ names. Both officers provided their names and star numbers to the Complainant. Accused Officer One said the officers did not issue a citation because the Complainant was adamant about not having used a cell-phone illegally and offered to show them his cell-phone history. Accused Officer One completed the requisite data-collection sheet.

Accused Officer Two’s memorandum closely paralleled that of his partner, adding only that the incident was Accused Officer Two’s first contact with the Complainant, he had no prior knowledge regarding him, and he apologized to the Complainant at the close of the stop.
DI #12-25  
October 2012  
page 2

The Sergeant reviewed the in-car audio/video (approximately four minutes in duration). It shows Accused Officer One approaching the driver's side of the vehicle, immediately informing the Complainant of the reason for the stop, and providing his name. The Complainant, irate, can be heard saying he was not on the phone. Informed that he will not be cited, the Complainant asks for the officer's name and star number, which the officer promptly supplies. At completion of the stop Accused Officer Two apologizes to the Complainant.

Findings/Recommendation, Patrol Sergeant

On the basis of his review the Patrol Sergeant found that

- The officers were not unreasonable in stopping the Complainant.
- The Complainant actually was in possession of a cell phone.
- The in-car audio/video shows that both officers conducted the stop according to departmental rules/regulations and maintained a professional/courteous demeanor even when confronted with an irate citizen.
- The officers took the Complainant at his word and did not cite him.

The Sergeant recommended (10/01) to his immediate supervisor, a Patrol Commander, that no further action be taken and that the matter be closed with a disposition of unfounded, in that no credible evidence has been presented to support the Complainant's allegation that he and his family are being targeted by the police department.

Recommendation, Patrol Commander

Concurring with the Sergeant's findings, the Commander recommended (10/2) to the Chief of Police that the officers be exonerated of wrongdoing regarding the traffic stop. While it did in fact occur, the stop was lawful and proper.

As to the allegation of targeting, inasmuch as no credible evidence has been presented to support the claim, the Commander recommended that the matter be closed with a disposition of unfounded. The Chief of Police concurred (10/03) with both recommendations.

Disposition: Exonerated of wrongdoing regarding the traffic stop  
Unfounded as to the allegation of targeting

Kmt CPAC: AGREE WITH DISPOSITION    EPAC: AGREE WITH DISPOSITION
EVANSTON POLICE DEPARTMENT  
Office of Professional Standards  
COMPLAINT REGISTER FORM

DATE: 10-17-2012

My name is [Redacted]. My home address is [Redacted]. My date of birth is [Redacted]. My home phone number is [Redacted]. My State Identification Card or Driver's License Number is [Redacted].

I have been notified that under Public Act 93-0592, revised January 2004, of the State of Illinois, Section 5 [c], anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit.


2. Location of Incident: [Redacted].

3. Please provide the names, badge numbers, police vehicle number or license plate, and/or a physical description of the officers against whom you wish to file a complaint:

   [Redacted].

4. Are there any witnesses you wish to be contacted during this investigation? YES [Redacted] NO

   Please provide the names, addresses and phone numbers of any witnesses:

   [Redacted].

5. Please provide a full detailed account of your complaint and the nature of the incident (you may use the next page to continue your narrative or attach any additional documentation that you wish to provide):

   [Redacted].

   FOR POLICE USE ONLY:
   DATE COMPLAINT RECEIVED: 10-15-12 RECEIVED BY: [Redacted]
   OPE NO: [Redacted]  
   Rev 12-1-2010
Please be aware that if you allege injuries as a result of this incident, we will need copies of your medical records regarding any examination or treatment. Per Federal Privacy laws on the release of medical records, you will need to obtain copies or those records and supply them to the Bryon police Department to make part of this investigation.

I have read this statement that I have voluntarily made, consisting of the facts and allegations contained within are true and correct to the best of my knowledge.

Witness: Signature: __________

Date: 12-07-2012

Witness: Signature: __________

Date: 12-07-2012
Evanston Police Department
Office of Professional Standards
Departmental Inquiry
December 2012

DI #12-32 Initiated 10/12/12 Completed 12/04/12

Allegation: On October 12 the Complainant came to the police department and alleged to a Patrol Sergeant that on that date (6:14 p.m.) the Accused Officer for no reason initiated a traffic-stop against him, pulled him from his vehicle, and thereby injured his right wrist.

The Precipitating Incident, According to the Complainant

The Complainant said that on October 12 (6:14 p.m.) he pulled into a parking spot on Dodge and the Accused Officer pulled in behind him. The officer did not immediately approach his vehicle, said the Complainant, but instead waited approximately five minutes before activating his lights and making contact. Upon the officer’s approach, said the Complainant, he reached for his driver’s license. However, the officer ordered him to stop and wait until back-up arrived, for officer safety. Back-up on scene, the Accused Officer asked the Complainant to exit his vehicle. The Complainant did not immediately comply, he said, whereupon the Accused Officer pulled him from the vehicle by his right wrist, injuring it. After searching him and checking his license, said the Complainant, the Accused Officer released him, saying he was giving him “a break.”

Actions Taken, Patrol Sergeant

The Patrol Sergeant provided the Complainant with a Complaint Register Form and signed the completed form as witness before forwarding it to the department’s Office of Professional Standards (OPS). The Sergeant then directed an Evidence Technician to photograph the Complainant’s alleged injury and complete a Supplemental Report.

Following the above preliminaries, the Sergeant interviewed the Accused Officer regarding his recollection of the incident’s particulars. The officer said he saw the Complainant—driving north on Dodge—pull his vehicle to the right without signaling, then park. He pulled in behind the Complainant’s vehicle, said the officer, and checked its registration information on his in-car computer. The information that came back said the Complainant’s driver’s license was suspended. The officer said he then activated his emergency lights (thereby also activating the in-car camera and microphone) and approached the Complainant’s vehicle. The Complainant several times grabbed at his waistband, causing the Accused Officer to suspect he might have a weapon. The officer ordered him to stop and the Complainant complied. A back-up unit arrived, whereupon the Accused Officer told the Complainant to exit the vehicle. He refused. The officer repeated the command. The Complainant then exited and, in compliance
with the Accused Officer’s request, walked to the rear of his vehicle. *En route* he again reached to his waistband, again was admonished to stop, again complied.

The Accused Officer said he did not physically pull the Complainant from his vehicle, a claim subsequently supported by the back-up unit and by videotape from the in-car computer.

At conclusion of the interview the Patrol Sergeant directed the Accused Officer to complete a Field Report regarding the encounter.

The Patrol Sergeant reviewed the in-car audio/video. It indicates the Accused Officer told the Complainant the reason for the stop (failure to single a turn) and, because he suspected he might be armed, directed the Complainant to stop grabbing at his waistband. Following the arrival of back-up the officer can be heard asking—and then ordering—the Complainant to exit and move to the rear of his vehicle. The video clearly shows the Complainant exiting on his own, with no intervention whatsoever by the officer.

At no time does the Complainant indicate he has been injured during the encounter. Further, the video shows him using his right hand to operate—without any apparent discomfort—his phone and to reach into his pocket.

**Recommendation, Patrol Sergeant**

On the basis of his investigation, the Patrol Sergeant recommended (10/22) to his immediate supervisor, a Patrol Commander, that no further action be taken and that the matter be closed with a disposition of **unfounded**.

**Recommendation, Patrol Commander**

The Patrol Commander advised (10/30) his immediate supervisor, the Deputy Chief of Field Operations, that he concurred with the Sergeant’s recommendation, inasmuch as the videotape shows the Complainant was not forced out of his vehicle and the Accused Officer at no time grabbed his wrist, as alleged. The Deputy Chief in turn recommended (10/31) a disposition of **unfounded** to the Chief of Police. She additionally recommended (10/31) the Complainant be charged with filing a false police report. The Chief of Police approved (12/04) the Deputy’s recommendations.

**Disposition: Unfounded**

Kmt CPAC: AGREE WITH DISPOSITION  EPAC: AGREE WITH DISPOSITION
Evanston Police Department
Office of Professional Standards
Departmental Inquiry
December 2012

DI #12-40  Initiated 10/09/12  Completed 12/06/12

Allegation: On October 9 the Complainant contacted the Commander assigned
supervisory responsibility for the department’s Juvenile Bureau and alleged that on the
previous day two officers erroneously arrested the Complainant’s son (9 YOA) for
criminal damage to a fence at a city park—a fence that in fact the Complainant knows to
be undamaged, inasmuch as she viewed it subsequent to retrieving her son from the
police station on October 8.

The Precipitating Incident, Per the Police Report

At 6:00 p.m. on October 8 Accused Officers One and Two responded to a report of five
juveniles tearing down a fence on the southwest side of Brummel Park. The officers
arrived to find an assist officer already on-scene. He reported seeing three boys (one of
them the Complainant’s son) and a girl jumping on the chain-link fence, pushing it down
into the alley. The four juveniles told the officers that another friend (no longer on
scene) swung from the upper bar of the fence and kicked at the chain-link until it broke
off. In fact, a section of fencing approximately 60 feet in length was disconnected from
the upper bar and lying in the alley. The four juveniles were transported to the station
and an Evidence Technician photographed the damage to the fence.

Action Taken/Recommendation, Juvenile Bureau Commander

The Commander reviewed the photographs taken by the Evidence Technician and
found they clearly show damage to the fence consistent with the police report (above).
He phoned the Complainant, advised her of his finding, and invited her to come to the
station to view the photographs. The Complainant accepted the invitation, saying she
would call to schedule an appointment.

On December 4 the Commander advised his immediate supervisor, the Deputy Chief of
Support Services, that the Complainant has not scheduled an appointment to view the
photographs and that the Commander therefore recommends her complaint be logged
as a Departmental Inquiry and closed with a disposition of unfounded.

The Deputy Chief concurred with the Commander’s recommendation, and so advised
(12/6) the Chief of Police, who approved (12/6) the recommended disposition.

Disposition: Unfounded

Kme CPAC: AGREE WITH DISPOSITION  EPAC: AGREE WITH DISPOSITION
DATE: May 1, 2013
TO: Town Trustees
FROM: Patricia A. Vance, Township Supervisor
RE: Ward Serving Report For The EAS Program

Listed below please find the breakdown of wards and services in Evanston and the number of people/families serviced in each ward for the month of April 2013.
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Total Amount: $2,838.00
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(07/28/2012 - 08/24/2012) Report Date: 08/24/2012

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Total Records: 4  

Total Amount: $2,841.00
## Check Register

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Total Records: 4  
Total Amount: $2,838.00

FOR AUDIT PURPOSES ONLY
General Ledger Account Summary

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Total Amount: $2,754.76

FOR AUDIT PURPOSES ONLY
## General Ledger Account Summary

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**Report Date: 4/28/2013**

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**Total Records:** 44  
**Total Disbursed:** $44,822.12  
**Total Paid:** $2,754.76
# EVANSTON TOWNSHIP GENERAL ASSISTANCE

**APR. '13 REPORT**

**GAAS CLIENT INFORMATION**

**FEB. '12 MAR. '13 APR. '13**

---

### I. ACTIVE CASES:

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*(Clients 18-25 years of age)*

A. New Clients:

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B. Returning Clients

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C. Other Active Clients

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A. Disabled (SSI):

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B. Employment:

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C. Moved from Area

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D. Suspended Clients:

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E. Eligible for Con't. UCB Benefits

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F. Terminated *(non-compliant)*

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### III. REJECTED APPLICANTS:

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### IV. PENDING CERTIFICATION:

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*FOR AUDIT PURPOSES ONLY*
# EVANSTON TOWNSHIP ACCOUNTING REPORT

**Bills Lists Summary**  
**APRIL 2013**

## CASH REQUIREMENTS (BILLS PENDING APPROVAL)

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<tr>
<td>IB.</td>
<td>Cash Requirement Report - Town Assessor</td>
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<td>IC.</td>
<td>Cash Requirement Report - Town Supervisor</td>
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<td>ID.</td>
<td>Cash Requirement Report - Town Purchase Service Agreement</td>
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<td>IE.</td>
<td>Cash Requirement Report - Community Action Program</td>
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<td>IH.</td>
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**APRIL 2013 BILLS LIST TOTAL**  
$37,933.05

## CHECK REPORTS (PRE-APPROVAL PAYMENTS)

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<td>Check Report - G.A. Fund</td>
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<td><strong>IIB</strong>.</td>
<td>Check Report - Town Fund</td>
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<td><strong>IIE</strong>.</td>
<td>Check Report - G.A. Medical</td>
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<td>Check Report - G.A. Client</td>
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<td>IIG.</td>
<td>Check Report - A.A.S. Program</td>
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<td>IIH.</td>
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**CHECK REPORTS TOTAL**  
$134,116.78

## APRIL

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**TOTAL FOR APPROVAL**  
$110,831.39

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FOR AUDIT PURPOSES ONLY
## INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

**Evanston Township**

| Vendor Name | Invoice Description1 | Ref No. | PO No. | Discount Date | Pay Date | Due Date | Check No. | Check Date | Check Amount | Taxes Withheld | Discount Amount | Amount Relieved |
|-------------|----------------------|---------|--------|--------------|----------|----------|-----------|-----------|--------------|---------------|----------------|----------------|----------------|
|             |                      |         |        |              |          |          |           |           |              |               |                |                |                |

**HINCKLEY SPRINGS**

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**P.O. BOX 660579**

- **HINCKLEY**
  - EVA01
  - 0 00/000000

**DALLAS**

- **EVA01**
  - 0 00/000000

**TX 75256-0579**

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**TOTAL**

- **GROOT INDUSTRIES, INC.**
  - 62.03

### IACUZZI ASSOCIATES

- **Printing & Duplicating**
  - 2996 04/22/2013
  - 04/22/2013

- **2719 BROADWAY AVENUE**
  - **IACUZZI**
  - EVA01

- **EVANSTON**
  - EVA01

- **IL 60091**

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**TOTAL**

- **IACUZZI ASSOCIATES**
  - 255.31

### ILLINOIS MUNICIPAL RETIREMENT

- **Monthly Deposit**
  - 2983 04/15/2013
  - 04/15/2013

- **2211 YORK ROAD**
  - **IMRF**

- **EVANSTON**
  - EVA01

- **IL 60523-2337**

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**TOTAL**

- **ILLINOIS MUNICIPAL RETIREMENT**
  - 1,805.75

### MAIN & ASSOCIATES

- **Monthly Rental Expense**
  - 2989 04/18/2013
  - 04/18/2013

- **C/O - HARRY MAJORS**

- **CHICAGO**
  - EVA01

- **IL 60666-0165**

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**TOTAL**

- **MAIN & ASSOCIATES**
  - 6,790.75

---

*FOR AUDIT PURPOSES ONLY*

---

89 of 283
# INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

**Date:** 04/25/2013  
**Time:** 10:55 am  
**Page:** 3

### Evanston Township

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**Total for MAIN & ASSOCIATES**: 6,790.75

### OFFICE DEPOT CREDIT PLAN

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**Total for OFFICE DEPOT CREDIT PLAN**: 727.35

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**Total for ROSEMARY JEAN-PAUL**: 15.12

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**Total for SAM'S CLUB**: 104.34

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**Total for TANNER & TANNER, INC.**: 530.00

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**FOR AUDIT PURPOSES ONLY**
### INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

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FOR AUDIT PURPOSES ONLY

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Total Invoices: 19

Grand Total: 31,252.88
Less Credit Memos: 0.00
Net Total: 31,252.88
Less Hand Check Total: 0.00
Outstanding Invoice Total: 31,252.88

FOR AUDIT PURPOSES ONLY
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**Total**

Grand Total $3,925.41

FOR AUDIT PURPOSES ONLY
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FOR AUDIT PURPOSES ONLY

94 of 283
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#### OFFICE DEPOT CREDIT PLAN
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#### SUN TIMES MEDIA
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#### TOWNSHIP OFFICIALS OF COOK COU
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<tr>
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#### FOR AUDIT PURPOSES ONLY

Total: 70.00
Total for GENE SERVILLE CONSULTING, IN: 70.00
Total for OFFICE DEPOT CREDIT PLAN: 35.49
Total for SUN TIMES MEDIA: 45.60
Total for TOWN OF EVANSTON: 1,389.91
Total for TOWNSHIP OFFICIALS OF COOK COU: 65.00
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Net Total: 3,925.41
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Total Payments: 30
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Total Payments: 30
Grand Total (excluding void checks): 35,753.70
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Total Checks: 18
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Total Payments: 18
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Total Payments: 18
Grand Total (excluding void checks): 13,773.33
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Total Records: 39
Total Amount: $11,891.41
# REVENUE/EXPENDITURE REPORT

**Evanston Township**

For the Period: 4/1/2013 to 4/30/2013

**Fund: 101 - General Fund**

### Revenues

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<th>000</th>
<th>000</th>
<th>000</th>
<th>000</th>
<th>000</th>
<th>000</th>
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| Total Dept. 000 | 1,279,353.00 | 1,279,353.00 | 10,121.17 | 10,121.17 | 0.00 | 1,269,231.83 | 0.8 |

### Expenditures

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<tr>
<th>Dept</th>
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<th>012 Payroll</th>
<th>013 G.A. Administrative</th>
<th>014 Work Opportunity Program</th>
<th>016 Medical Payment Program</th>
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</thead>
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<td>013 G.A. Administrative</td>
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| G.A. Administrative | 200,000.00 | 200,000.00 | 2,990.06 | 2,990.06 | 0.00 | 17,009.94 | 15.0 |
| 803.000 Payroll Processing | 2,200.00 | 2,200.00 | 95.40 | 95.40 | 0.00 | 2,104.60 | 4.3 |
| 810.000 Membership Dues & Fees | 1,301.00 | 1,301.00 | 0.00 | 0.00 | 0.00 | 1,301.00 | 0.00 | 0.00 |
| 812.000 Data Processing | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 0.00 | 0.00 |
| 839.000 Training | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 0.00 | 0.00 |
| 840.000 Seminars & Conferences | 2,500.00 | 2,500.00 | 824.32 | 824.32 | 0.00 | 1,675.68 | 33.0 |
| 945.000 Staff Travel/Mileage | 1,000.00 | 1,000.00 | 36.81 | 36.81 | 0.00 | 953.19 | 3.7 |
| 919.000 Telephone | 9,000.00 | 9,000.00 | 0.00 | 0.00 | 0.00 | 9,000.00 | 0.00 | 0.00 |
| 920.000 Utilities | 10,000.00 | 10,000.00 | 889.15 | 889.15 | 0.00 | 9,110.85 | 8.9 |
| 936.000 Equipment Purchase | 64,810.00 | 64,810.00 | 5,400.84 | 5,400.84 | 0.00 | 59,409.16 | 8.3 |
| 942.000 Storage Rental | 1,250.00 | 1,250.00 | 0.00 | 0.00 | 0.00 | 1,250.00 | 0.00 | 0.00 |
| 950.000 Contingency | 500.00 | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 | 0.00 | 0.00 |
| 981.000 Bank Fees | 1,400.00 | 1,400.00 | 0.00 | 0.00 | 0.00 | 1,400.00 | 0.00 | 0.00 |

**FOR AUDIT PURPOSES ONLY**
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<tr>
<th>For the Period: 4/1/2013 to 4/30/2013</th>
<th>Original Bud.</th>
<th>Amended Bud.</th>
<th>YTD Actual</th>
<th>CURR MTH</th>
<th>Encumb. YTD</th>
<th>UnencBal</th>
<th>% Bud</th>
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Net Effect for General Fund
Change in Fund Balance:
## REVENUE/EXPENDITURE REPORT

**Evanston Township**

### For the Period: 4/1/2013 to 4/30/2013

#### Fund: 202 - Town Fund

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<th>Amended Bud.</th>
<th>YTD Actual</th>
<th>CURR MTH</th>
<th>Encumb. YTD</th>
<th>UnencBal % Bud</th>
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### Expenditures

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<th>YTD Actual</th>
<th>CURR MTH</th>
<th>Encumb. YTD</th>
<th>UnencBal % Bud</th>
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### Assessors Department

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<tr>
<th>Item</th>
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<th>Amended Bud.</th>
<th>YTD Actual</th>
<th>CURR MTH</th>
<th>Encumb. YTD</th>
<th>UnencBal % Bud</th>
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<tbody>
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### Supervisor Department

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<th>CURR MTH</th>
<th>Encumb. YTD</th>
<th>UnencBal % Bud</th>
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FOR AUDIT PURPOSES ONLY

102 of 283
### Evanston Township

**For the Period: 4/1/2013 to 4/30/2013**

<table>
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<th>Fund: 202 - Town Fund</th>
<th>Original Bud.</th>
<th>Amended Bud.</th>
<th>YTD Actual</th>
<th>CURR MTH</th>
<th>Encumb. YTD</th>
<th>UnencBal</th>
<th>% Bud</th>
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</thead>
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#### Expenditures

- **Dept: 023 Community Purchased Services**
  - 917,504 Shore Community Services
    - 10,000.00 | 10,000.00 | 0.00 | 0.00 | 0.00 | 10,000.00 | 0.0 |
  - Community Purchased Services
    - 106,600.00 | 106,600.00 | 0.00 | 0.00 | 0.00 | 106,600.00 | 0.0 |
- **Dept: 024 Community Actions Program**
  - 901,000 Community Action Program
    - 15,000.00 | 15,000.00 | 295.00 | 295.00 | 0.00 | 14,705.00 | 2.0 |
  - 902,000 Veteran’s Services
    - 650.00 | 650.00 | 0.00 | 0.00 | 0.00 | 650.00 | 0.0 |
  - 916,000 Summer Youth Program
    - 30,000.00 | 30,000.00 | 0.00 | 0.00 | 0.00 | 30,000.00 | 0.0 |
  - Community Actions Program
    - 45,650.00 | 45,650.00 | 295.00 | 295.00 | 0.00 | 45,355.00 | 0.6 |
- **Dept: 025 Trustees**
  - 804,000 Legal Services
    - 10,000.00 | 10,000.00 | 0.00 | 0.00 | 0.00 | 10,000.00 | 0.0 |
  - Trustees
    - 10,000.00 | 10,000.00 | 0.00 | 0.00 | 0.00 | 10,000.00 | 0.0 |

#### Expenditures Totals
- 390,937.00 | 390,937.00 | 13,435.76 | 13,435.76 | 0.00 | 377,501.24 | 3.4 |

#### Net Effect for Town Fund
- Change in Fund Balance:
  - -24,884.00 | -24,884.00 | -10,646.11 | -10,646.11 | 0.00 | -14,237.89 | 42.8 |

#### Grand Total Net Effect:
- -23,285.00 | -23,285.00 | -89,777.58 | -89,777.58 | 0.00 | 86,492.58 | 17 |
DATE:      May 1, 2013
TO:        Town Trustees
FROM:      Bonnie Wilson, Township Assessor Supervisor
RE:        Copy of Monthly Bills

Attached please find a copy of the Assessor’s Office Depot bills per your request.
**Bill To:**
ATTN: ACCT PAYABLE
Evanston Township
1910 Main St
Evanston IL 60202-1516

**Ship To:**
Evanston Township Assessor
846 Dodge Ave
Evanston IL 60202-1506

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<th>Purchase Order</th>
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<th>Order Number</th>
<th>Order Date</th>
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<th>Qty</th>
<th>Qty</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<td>15.76</td>
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<td>675033</td>
<td>Chairmat, Econo, 46x60, Utili</td>
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<td>0</td>
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<td>18.88</td>
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<td>81368</td>
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<td>64073</td>
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**Received**

Mar 22, 2013
E.T.G.A.
General Assistance

Continued on next page...
### Original Invoice

**Bill To:**
ATTN: ACCTS PAYABLE
EVANSTON TOWNSHIP
1910 MAIN ST
EVANSTON IL 60202-1516

**Ship To:**
EVANSTON TOWNSHIP ASSESSOR
846 DODGE AVE
EVANSTON IL 60202-1506

<table>
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<th>INVOICE NUMBER</th>
<th>AMOUNT DUE</th>
<th>PAGE NUMBER</th>
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<th>INVOICE DATE</th>
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<td>15-MAR-13</td>
<td>Net 30</td>
<td>14-APR-13</td>
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<table>
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<tr>
<th>CATALOG ITEM #/MANF CODE</th>
<th>DESCRIPTION/CUSTOMER ITEM #</th>
<th>U/M QTY</th>
<th>TAX QTY</th>
<th>SHIP QTY</th>
<th>B/O QTY</th>
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<th>SUB-TOTAL</th>
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<td>TOTAL</td>
<td>568.80</td>
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</table>

All amounts are based on USD currency.

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

**Amount Enclosed**

**Customer Name**
EVANSTON TOWNSHIP

**Billing ID**

**Invoice Number**

**Invoice Date**
15-MAR-13

**Invoice Amount**
568.80

Please return this stub with your payment to ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You!

**Office Depot**
PO Box 88040
Chicago IL 60680-1040

**Flo**
14673972 649007668011 0000056880 19
BILL TO:
ATTN: ACCTS PAYABLE
EVANSTON TOWNSHIP
1910 MAIN ST
EVANSTON IL 60202-1516

SHIP TO:
EVANSTON TOWNSHIP ASSESSOR
846 DODGE AVE
EVANSTON IL 60202-1506

ACCOUNT NUMBER | PURCHASE ORDER | SHIP TO ID | ORDER NUMBER | ORDER DATE | SHIPPED DATE |
--- | --- | --- | --- | --- | --- |
 | | 6466000GAVE | 649007929001 | 14-MAR-13 | 15-MAR-13 |

CATALOG ITEM # / MANUFACTURER CODE | DESCRIPTION / CUSTOMER ITEM # | U/M | QTY ORDERED | QTY SHIPPED | QTY BACKORDERED | UNIT PRICE | EXTENDED PRICE |
--- | --- | --- | --- | --- | --- | --- | --- |
695418 | REFILL TAPE, CORRECTION, 2P | PK | 5 | 5 | 0 | 2.820 | 14.10 |
1777625 | 695418 |

SUB-TOTAL: 14.10
DELIVERY: 0.00
SALES TAX: 0.00
TOTAL: 14.10

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

CUSTOMER NAME | BILLING ID | INVOICE NUMBER | INVOICE DATE | INVOICE AMOUNT | AMOUNT ENCLOSED |
--- | --- | --- | --- | --- | --- |
EVANSTON TOWNSHIP | FL0 | 146739792 | 649007929001 | 15-MAR-13 | 14.10 |

Please return this stub with your payment to ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.
DATE: May 1, 2013
TO: Town Trustees
FROM: Patricia A Vance, Township Supervisor
RE: Copy of Monthly Bills

Attached please find copies of the GA Office Depot bills per your request.
# ORIGINAL INVOICE

**Thanks for your order**

*If you have any questions or problems, just call us for customer service order:* (888) 265-3423

**Account:**

<table>
<thead>
<tr>
<th>INVOICE NUMBER</th>
<th>AMOUNT DUE</th>
<th>TERMS</th>
<th>PAGE NUMBER</th>
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<td>Page 1 of 1</td>
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**Invoice Date:** 08-Apr-13

**Shipped Date:** 08-Apr-13

---

**Bill To:**

ATTN: ACCT'S PAYABLE
Evanston Township
1910 Main St
Evanston IL 60202-1516

**Ship To:**

Evanston Township
1910 Main St
Evanston IL 60202-1516

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**Catalog Item #/Manuf Code**

<table>
<thead>
<tr>
<th>Description/Customer Item #</th>
<th>U/M</th>
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<th>Qty Ship</th>
<th>Qty B/O</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
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**Sub-Total:** 123.39

**Delivery:** 0.00

**Sales Tax:** 0.00

**Total:** 123.39

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*To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines unless you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.*

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**Amount Enclosed:**

- 00000152339

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**Customer Name:**

Evanston Township

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**Send Your Check To:**

Office Depot
PO Box 88040
Chicago IL 60680-1040

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*Please return this stub with your payment to ensure prompt credit to your account.*

Please do NOT staple or fold. Thank you.
**Account Name:** EVANSTON TOWNSHIP  
**Billing ID:** 00005-1910

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**SUB-TOTAL:** 70.90  
**DELIVERY:** 0.00  
**SALES TAX:** 0.00  
**TOTAL:** 70.90  

All amounts are based on USD currency.

To return supplies, please repack in original box and insert our packing list or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

**DETACH HERE**

**CUSTOMER NAME:** EVANSTON TOWNSHIP  
**BILLING ID:** 00005-1910  
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**INVOICE DATE:** 16-APR-13  
**INVOICE AMOUNT:** 70.90  
**AMOUNT ENCLOSED:** 146739792 6537253460013 0000000070901 14

Please return this stub with your payment to ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.
**BILL TO:**
ATTN: ACCTS PAYABLE  
EVANSTON TOWNSHIP  
1910 MAIN ST  
EVANSTON IL 60202-1516

**SHIP TO:**
EVANSTON TOWNSHIP  
1910 MAIN ST  
EVANSTON IL 60202-1516

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**RECEIVED**  
APR 26, 2013  
E. T. G. A.  
GENERAL ASSISTANCE

**SUB-TOTAL**  
57.75  
**DELIVERY**  
0.00  
**SALES TAX**  
0.00  
**TOTAL**  
57.75

All amounts are based on USD currency.  
To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

**DETACH HERE**

**AMOUNT ENCLOSED**

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Please return this stub with your payment to ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.

OFFICE DEPOT  
PO BOX 88040  
Chicago IL 60680-1040

111 of 283
BILL TO:
ATTN: ACCTS PAYABLE
EVANSTON TOWNSHIP
1910 MAIN ST
EVANSTON IL 60202-1516

SHIP TO:
EVANSTON TOWNSHIP
1910 MAIN ST
EVANSTON IL 60202-1516

INVOICE NUMBER   AMOUNT DUE   PAGE NUMBER
15.80            Page 1 of 1

INVOICE DATE   TERMS   PAYMENT DUE
18-APR-13       NET 30    19-MAY-13

ACCOUNT NUMBER   PURCHASE ORDER
DDCC05-1910MAINT

ORDER NUMBER   ORDER DATE   SHIPPED DATE
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BILLING ID   ACCOUNT MANAGER: RELEASE
ORDERED BY   VALERIE WIDEMAN

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RECEIVED

APR 25 2013

E. T. G. A.
GENERAL ASSISTANCE

SUB-TOTAL       15.80
DELIVERY        0.00
SALES TAX       0.00
TOTAL           15.80

All amounts are based on USD currency

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

CUSTOMER NAME
EVANSTON TOWNSHIP

BILLING ID
FLO

INVOICE NUMBER   INVOICE DATE   INVOICE AMOUNT
146739792       18-APR-13     15.80

AMOUNT ENCLOSED

OFFICE DEPOT
PO Box 88040
Chicago IL 60680-1040

Please return this stub with your payment to ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.
AN ORDINANCE

Amending Title 2, Chapter 3 of the City Code
to reflect changes in the Commission on Aging

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY

OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: That section 2-3-1 of the Evanston City Code of 2012,
as amended, is hereby further amended to read as follows:

2-3-1. RATIONALE.

The purpose of a Commission on Aging is to promote the welfare and betterment of the
seniors of the city. The Commission on Aging is necessary to achieve the following
objectives: It is hereby found and declared by the City Council that, in order to:

(A) Insure that the aging population will continue to be regarded as productive,
responsible, contributing members of society;
(B) Guarantee Advocate for the retention of all rights, privileges, protections for
seniors;
(C) Assist seniors citizens in the maintenance of their dignity, self-respect and
independence;
(D) Facilitate the understanding between generations Educate the community and
enlist support and participation of all residents about those needs;
(E) Provide the opportunity for seniors citizens to express their desires and advance
their causes; and
(F) And in recognition of the need of a Provide a voice to speak for that portion of the
aging population unable to advocate on their own behalf, it is and necessary to
provide an organizational structure which can accomplish such ends.

SECTION 2: That section 2-3-2 of the Evanston City Code of 2012, as
amended, is hereby further amended to read as follows:

2-3-2. ESTABLISHMENT; APPOINTMENTS AND QUALIFICATIONS.

There is hereby created an Evanston The Commission on Aging is hereby created.
The Commission shall consist of fifteen (15) members appointed by the Mayor, with the advice and consent of the City Council. At least one-third (1/3) of the Commission on Aging shall be age sixty (60) or over. Eligible members include residents of the City and non-residents (not to exceed three members) of the City that are employed within the City limits, except members cannot be a No person shall be eligible for appointment to the commission unless such person is a resident of the City, nor shall any person be eligible for appointment to the Commission if said person is a paid staff member of any City agency or organization serving seniors the elderly. Subject to the foregoing limitations, the appointed Commissioners shall possess, to the extent feasible, qualifications of leadership, desire and interest to work with and for seniors citizens, compassion, knowledge of and experience with seniors and the ability to offer solutions to the difficulties encountered in the aging process. The Commission shall include representation of various socio-economic groups. It shall be the duty of the Human Services Committee of the City Council to submit to the Mayor, at least sixty (60) days prior to the expiration of terms, the names of one or more qualified persons for each expected vacancy.

SECTION 3: That section 2-3-3 of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

2-3-3. TERMS OF OFFICE, VACANCIES.

All appointees to the Commission on Aging shall serve for terms of three (3) years or until their successors are appointed and confirmed; provided, however, that initially, five (5) members shall be appointed for terms of one year; five (5) members shall be appointed for terms of two (2) years; and five (5) members shall be appointed for terms of three (3) years. Members of the Commission on Aging shall not serve for more than two (2) full terms, and vacancies shall be filled for the remaining portion of a vacant term by the Mayor after prior consultation with the Human Services Committee of the City Council and with the advice and consent of said Council.

SECTION 4: That section 2-3-4 of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

2-3-4. ADMINISTRATION.

The Commission on Aging shall have a Director and other suitable staff appointed by the City Manager or his/her designee shall appoint appropriate city staff members to the Commission on Aging to assist in consultation with the Commission on Aging with its duties and functions. The Commission shall maintain an office properly equipped to discharge its function. It shall present to the City Council an annual report of its objectives and accomplishments, and shall adopt rules for meetings, the transaction of its business, and keep a record of its transactions, findings and determinations.
SECTION 5: That section 2-3-5 of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

2-3-5. POWERS AND DUTIES.

In addition to providing professional services to seniors in the community to carry out their powers and duties, the Commission on Aging is encouraged, where appropriate, to utilize and involve the families, friends and neighbors of the seniors being served.

The Commission on Aging shall be vested with the following powers and duties:

(A) Information and Referral.
   1. To develop a resource file of services available to seniors citizens.
   2. To answer all inquiries from, or on behalf of seniors citizens and other residents on senior issues.
   3. To make referrals and to follow up on referrals.
   4. To publicize senior citizens programs or specialized services available to seniors citizens.

(B) Advocacy.
   1. To provide advocacy and ombudsman services to aging citizens, particularly those who are isolated, ill, or persons with disabilities, or the troubled, where needed or when requested.
   2. To advocate services for the needs and rights of the aging population.
   3. To promote active participation of seniors in programs addressing the needs and rights of the aging population.
   4. To consider various funded programs for local aging residents' citizens' needs.
   5. To consider financial problems of the aging population in relationship to the dignity, self-respect and independence of that group.

(C) Study, Evaluation, Planning and Recommendation.
   1. To study and evaluate the needs of all seniors citizens, including those who are isolated elderly.
   2. To analyze existing services in relationship to these needs.
   3. To recommend to service providers additions, changes or deletions in services.
   4. To develop a professional advisory group to advise the Commission and its staff regarding programming, planning, staff qualifications, performance and research related to the elderly.

(D) Coordination and Consultation.
   1. To coordinate services for seniors citizens provided by Federal, State, regional, local agencies and, in addition, to cooperate with City departments.
   2. To provide consultation and assistance to community groups developing or delivering services for seniors citizens.
3. To develop various committees. One committee shall be concerned involved with long-term care facilities which may include, but not be limited to, residents, owners, managers, and administrators, of long-term care facilities, representatives of residents of such facilities, representatives of major service providers, community groups and City departments.

(E) Education.
1. To promote community education and disseminate information regarding the problems, needs and status of seniors citizens.
2. To educate the community about the various phases of the aging process.

(F) Long-Term Care Ombudsman Program.
1. To operate a Long-Term Care Ombudsman Program within the rules and standards prescribed by the Illinois Act on Aging and the federal Older Americans Act, 42 USC 3015. Paid and qualified volunteer staff of the program:
   a. Shall have immediate access to all long-term care facilities and residents and, with written permission from the resident or legal guardian, shall have access to all records of the resident;
   b. Shall receive, and inquire into complaints, problems, concerns or issues reported by or on behalf of persons who are, who have been, or who may become residents of long-term care facilities relating to action, inaction or decisions of:
      (1) Providers or their representatives;
      (2) Long-term care facilities;
      (3) Public agencies; or
      (4) Social service agencies;
   c. Shall maintain the confidentiality of all resident records and information within the program;
   d. May visit and talk, in person or on the telephone, with residents and make personal, social and legal services available to residents;
   e. May assist residents in asserting their rights by means of personal advocacy or in groups such as the resident council and family councils; and
   f. May consult with and assist facility staff and administrators in resolving issues, concerns, problems and complaints.
1. Provide advocacy services through support of the Long Term Care Ombudsman Program as prescribed by the Illinois Act on Aging and the Older Americans Act.
2. Increase awareness of residents’ rights and Ombudsman services by building the Volunteer Ombudsman Program.
3. Complete site visits to long term care facilities and make recommendations to the Long Term Care Ombudsman Program regarding problems/concerns.
a. Be familiar with resources and levels of care provided by each type of long term care facility.
b. Utilize information gathered from site visits to educate Evanston residents.

4 2. To refer matters to and consult with the Long Term Care Ombudsman Program appropriate local, state and federal agencies regarding the conditions of long-term care facilities.

5 3. To coordinate support ombudsman services with the protection and advocacy system for individuals with developmental disabilities or mental illness who are residing in long-term care facilities regardless of age.

4. To pursue any and all administrative, legal and other appropriate remedies on behalf of residents of long-term care facilities.

SECTION 6: That section 2-3-6 of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8: If any provision of this Ordinance 8-O-13 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.

SECTION 9: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 10: This Ordinance 8-O-13 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
Introduced: ________________, 2013

Adopted: ________________, 2013

Approved: ____________________________, 2013

_______________________________

Elizabeth B. Tisdahl, Mayor

Attest:

Approved as to form:

_______________________________

Rodney Greene, City Clerk

W. Grant Farrar, Corporation Counsel
Memorandum

To: Members of the Human Services Committee

From: Douglas J. Gaynor, Director of Parks, Recreation & Community Services
Audrey Thompson, Long Term Care Ombudsman

Subject: Ordinance 8-O-13 amending Title 2, Chapter 3 of the City Code to reflect changes in the Commission on Aging

Date: May 6, 2013

Recommended Action:
Staff recommends approval of Ordinance 8-O-13 amending Title 2, Chapter 3 of the City Code to reflect changes in the Commission on Aging.

Funding Source:
While the Commission on Aging does not have a direct funding source, it does provide support for the Long Term Care Ombudsman Program. A total of $39,082 is received from state and federal funding sources to maintain the overall program.

Summary:
In June of 2011, the procedure to develop a work plan was put into place when the Commission on Aging undertook the task of reviewing its goals to reflect the true purpose and responsibility of the Commission. Those goals and objectives were approved by the Commission in February of 2012. On February 28, 2012, the Commission on Aging work plan was presented to the Rules Committee. Goal 5 of that work plan was to review, revise and submit recommendations of the Ordinance and rules to the Human Services Committee. In March of 2012, City of Evanston staff and chairperson met to develop a strategy for amending the Ordinance. The Executive Committee of the Commission met in April of 2012 and made recommendations to the Commission on Aging Ordinance. Those recommendations were submitted to the Commission prior to the May 2012 meeting for review.

At the May 8th, 2012 Commission on Aging meeting, Commission Chairperson discussed revisions to the Ordinance by noting that many of the areas of modification were grammar/mechanical changes. Staff explained the process and the chain of command necessary in revising the Ordinance and Rules of the Commission.
Chairperson also reviewed and discussed the Rules and Ordinance and explained the rationale for making the changes. The major changes of note were the revision of the language to remove the implication from the previously worded document that the Commission on Aging administers the Long Term Care Ombudsman program, to stating that the Commission serves in an advocacy and advisory role. Also of significant change is the inclusion of non-Evanston residents for consideration for appointment to serve on the Commission. The Ordinance revisions were accepted with a majority vote with one member dissenting. The Ordinance revisions were submitted to the City of Evanston Law Department and after several additional revisions between the Law Department and the Commission, revisions were completed on April 1, 2013.

Legislative History:
While there is no actual legislative history that supports amending Ordinance 8-O-13, there is much literature that supports changes made to the Ordinance, specifically terms related to how seniors and individuals with disabilities are referred to. The proposed modifications to the Ordinance support the new politically correct terminology researched by Commission on Aging members. Therefore, the revisions to the Ordinance are proposed as a result of this research and the Commission’s overall desire to ensure that its goals and objectives reflect the true purpose and responsibility of the Commission.

Attachments:
Ordinance 8-O-13
Memorandum

To: Human Services Committee Members
From: Douglas J. Gaynor, Director, Parks, Recreation & Community Services
Subject: Request for three year extension for Northwestern Football Parking on the Evanston Wilmette Golf Course during Home Football Games (season 2013, 2014 and 2015)
Date: April 16, 2013

Recommended Action:
Staff recommends approval of the Evanston Wilmette Golf Course Association’s request for a three year extension to continue to park cars on holes 1, 2, 11 and 12 of the golf course during Northwestern University home football games. Note: holes have been renumbered but are the same location as previous.

Funding Source:
N/A

Summary:
The Evanston Wilmette Golf Course Association (EWGCA) has gained approval from the City Council to park cars on the Golf Course for the last five years. This included parking at holes 1, 2, 11 and 12.

The EWGCA continues exploring opportunities to improve their financial position, facility and increase revenue. Reduced revenue from green fees and increase in expenses have made it necessary to obtain additional sources of income in order to keep providing the high level of service to citizens and golfers.

The dates of the 2013 home games are: September 7, 14, 21; October 5, 19; and November 16, 23. The parking lots would open three (3) hours prior to the start of the game and close two (2) hours after the end of the game.

A letter will again be sent to residents who live in the surrounding area informing them of the potential parking. At this time staff has received one negative response this past year.

According to the Metropolitan Water Reclamation District (MWRD) lease agreement with the City, the EWGCA, as a sub-lessee, must gain approval from the City Council in order to use the lands in the agreement for any use other than its original purpose (including both the actual course and the main parking lot area).
The City Council will need to put under consideration waiving the alcohol prohibition for tailgating at holes 1, 2 and 11 as a part of their discussion. The applicable section of the City Code can be found under Title 9 entitled “Public Safety, Chapter 5 entitled “General Offenses” Section 10 entitled “Alcoholic Beverages, Consumption/Possession Public Property.”

It is recommended that the following proposed language be used for this event.

“Nothwithstanding the foregoing, the Evanston Wilmette Golf Course Association shall be permitted to contract privately with Northwestern University for the purpose of providing parking passes to season ticket holders only for the seven (7) home football games played at Ryan Field, which passes will allow the purchasers to park vehicles in designated areas of the golf course and may also allow purchasers to engage in tailgating activities and the consumption of alcohol in the areas of holes 1, 2 and 11 subject to the contract on the dates of the seven (7) home games per season; provided that the City approves in advance of each home game the hours, location, sanitation facilities, and other conditions on the tailgating activities.”

Below are provisions that Northwestern University would follow as part of the agreement. The agreement will be between Northwestern University and the Evanston Wilmette Golf Course Association.

Northwestern University will offer the following parking plan for their season ticket holders only at the golf course.

- Parking would once again be allowed at holes 1, 2 and 11;
- Tailgating will be allowed at holes 1, 2 and 11 only;
- Alcohol would no longer be prohibited during tailgating at holes 1, 2 and 11, up to 3 hours before game time.
- Northwestern University Athletics will provide season ticket holders only with the Parking and Tailgating Policies, which includes the rules about use of the golf lot and penalties for failure to comply.
- Lighting will be provided for all night games
- Insure that parking passes will be made available to season ticket holders only, whose addresses and identities are known, and who receive regular communication from NU Athletics. No single-game parking passes will be sold.
- Provide the required certificate of insurance and indemnification naming the necessary EWGCA and City of Evanston parties as an additional insured.
- Pay the EWGCA a fee per parking pass sold per game. The remaining monies raised from pass sales will cover operational expenses. Any monies left over after expenses are paid will go directly to the Golf Course.
  - Maximum of 200 parking passes will be made available for the season for holes 1, 2 and 11 each.
- Provide the following staffing and logistical elements for each date of the agreement:
  - An appropriate number of security staffing

122 of 283
o Staffing to direct parking and control traffic flow before and after each game
o An appropriate number of trash, recycling receptacles and dumpsters in the lots
o Staffing for litter clean-up within a set timeframe following each game (2 hours)
o An appropriate number of portable restroom facilities in the lots and have them picked up within 24 hours after each home game
  • Ensure that parked cars vacate lots within an agreed time frame after each game (2 hours)
  • Be responsible for making repairs caused by parking on the golf course.
  • Provide access to the parking site 3 hours prior to the games on the agreed upon dates and will line the area for parking prior to game day.

The EWGCA will again provide parking on hole 12. This parking operation will be totally managed by the EWGCA. No tailgating or alcoholic beverages will be permitted on hole 12. Parking will be permitted 3-hrs before game time. Cars must be gone 2 hours after game ends. Lighting will be provided for all night games. Trash containers and portable restroom facilities will be provided. Trash and litter clean-up will occur within 24 hours after each game and the portable restroom facilities will be picked up within 24 hours after each game. The EWGCA will provide a certificate of insurance and indemnification to the City of Evanston.

The EWGCA will have a signed agreement with the City of Evanston that at a minimum includes all the items listed in this memo.

Legislative History:
The Evanston Wilmette Golf Course Association (EWGCA) has gained approval from the City Council to park cars on the Golf Course for the last five years.
To: Members of the Human Services Committee  
From: Alderman Jane Grover, Ward 7  
Subject: 27-R-13 DRAFT Resolution Authorizing the City of Evanston to Establish a Moratorium on the Use of Unregulated Drone Technology  
Date: May 6, 2013

Recommended Action:  
Alderman Grover requests that the Human Service Committee consider draft Resolution 27-R-13 authorizing the City of Evanston to establish a moratorium on the use of unregulated drone technology.

Funding Source:  
N/A

Background:  
This Resolution comes before the Human Services Committee at the urging and support of community members concerned about the unregulated use of drone (unmanned aerial system, or UAS) technology. The implementation of drone technology in the United States has occurred largely outside of any regulatory structure, with the exception of some applicable Federal Aviation Administration flight regulations. The use of drones, however, has implications for more than just airspace conflict, as drones can be deployed for surveillance and to gather information, with repercussions for rights to privacy in the United States.

Nevertheless, drone technology can be beneficially used for public safety where human access is either difficult or impossible, such as in search-and-rescue operations (including offshore), and to monitor ongoing fire suppression operations. The use of drone technology by local law enforcement and life safety, however, has not been fully developed and few local agencies have included UAS technology as operational resources. The Evanston Police Department has not purchased or used UAS technology and has no immediate plans to do so. EPD Chief Rich Eddington has been involved in discussions leading to this Resolution and will be present at the Committee meeting to answer questions.
Illinois State Senator Daniel Biss proposed legislation to require law enforcement officers to obtain a warrant before using drone technology to gather information. Senate Bill 1587 (attached) was approved by the Illinois Senate in April. If approved by the Illinois House, Senator Biss’s bill would be a significant step towards meaningful state regulation of drone technology.

Resolution:
The proposed Resolution seeks to hold in abeyance the implementation of drone technology in Evanston – for both surveillance and weaponization (a very remote possibility) – until the state and federal legislatures undertake meaningful regulation of UAS. While this regulation may occur in the near-term and we may choose to revisit the moratorium, the Resolution includes an automatic 2-year sunset provision on the moratorium.

Northwestern University’s Associated Student Government has likewise passed a similar resolution calling for regulation of drone technology, which would be joined to this Resolution as an attachment.

Additional resources:
Status:
Commentary: http://www.huffingtonpost.com/2013/02/25/daniel-biss-drone-bill-illinois_n_2760471.html

Grand Folks, ND, has turned to UAS technology as a key component of its economic development strategy after closure of the Air Force base in the community. http://www.nytimes.com/2013/03/18/business/domestic-drones-on-patrol.html?pagewanted=all&_r=0

State and local legislation limiting the use of drone technology:

Attachments:
Draft Resolution 27-R-13
SB 1587
27-R-13

A RESOLUTION

Authorizing the City of Evanston to Establish a Moratorium on the Use of Unregulated Drone Technology

WHEREAS, the implementation of drone (unmanned aerial system) technology in the United States implicates the privacy and constitutional rights of United States residents, including the residents of Evanston, Illinois; and

WHEREAS, the federal government and the State of Illinois have yet to enact reasonable regulation on the use of drones within the United States; and

WHEREAS, police departments in the United States have begun to deploy drone technology absent any regulation on the appropriate use of such technology, although the Evanston Police Department has not.

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

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

SECTION 2: The City of Evanston establishes a moratorium on the use of drones in the City of Evanston in the absence of reasonable state and federal regulation of the use of drone technology which will expire without further action by the City Council two years from the date of this resolution; and

SECTION 3: The City of Evanston supports efforts in the Illinois General Assembly, the Illinois Senate, and the United States Congress to enact legislation (1) prohibiting information obtained from the domestic use of drones from being introduced
into a federal or state court, and (2) precluding the domestic use of drones equipped with anti-personnel devices (meaning any projectile, chemical, electrical, directed-energy), or other device designed to harm, incapacitate, or otherwise negatively impact a human being.

SECTION 4: The City of Evanston jointly resolves, with the Associated Student Government (“ASG”) of Northwestern University, as evidenced by the attached resolution of the ASG (Exhibit 1), to provide that the moratorium on drone use extends to all areas of Northwestern University.


SECTION 6: This resolution 27-R-13 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

______________________________
Elizabeth B. Tisdahl, Mayor

Attest:

______________________________
Rodney Greene, City Clerk

Adopted: ______________________, 2013
AN ACT concerning criminal law.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 1. Short title. This Act may be cited as the Freedom from Drone Surveillance Act.

Section 5. Definitions. As used in this Act:

"Authority" means the Illinois Criminal Justice Information Authority.

"Drone" means any aerial vehicle that does not carry a human operator.

"Information" means any evidence, images, sounds, data, or other information gathered by a drone.

"Law enforcement agency" means any agency of this State or a political subdivision of this State which is vested by law with the duty to maintain public order and to enforce criminal laws.

Section 10. Prohibited use of drones. Except as provided in Section 15, a law enforcement agency may not use a drone to gather information.

Section 15. Exceptions. This Act does not prohibit the use of a drone by a law enforcement agency:
(1) To counter a high risk of a terrorist attack by a specific individual or organization if the United States Secretary of Homeland Security determines that credible intelligence indicates that there is that risk.

(2) If a law enforcement agency first obtains a search warrant based on probable cause issued under Section 108-3 of the Code of Criminal Procedure of 1963. The warrant must be limited to a period of 45 days, renewable by the judge upon a showing of good cause for subsequent periods of 45 days.

(3) If a law enforcement agency possesses reasonable suspicion that, under particular circumstances, swift action is needed to prevent imminent harm to life or serious damage to property, or to forestall the imminent escape of a suspect or the destruction of evidence. The use of a drone under this paragraph (3) is limited to a period of 48 hours. Within 24 hours of the initiation of the use of a drone under this paragraph (3), the chief executive officer of the law enforcement agency must report in writing the use of a drone to the local State's Attorney.

(4) If a law enforcement agency is attempting to locate a missing person, and is not also undertaking a criminal investigation.

(5) If a law enforcement agency is using a drone solely for crime scene and traffic crash scene photography. Crime scene and traffic crash photography must be conducted in a geographically confined and time-limited manner to document
specific occurrences. The use of a drone under this paragraph (5) on private property requires either a search warrant based on probable cause under Section 108-3 of the Code of Criminal Procedure of 1963 or lawful consent to search. The use of a drone under this paragraph (5) on lands, highways, roadways, or areas belonging to this State or political subdivisions of this State does not require a search warrant or consent to search. Any law enforcement agency operating a drone under this paragraph (5) shall make every reasonable attempt to only photograph the crime scene or traffic crash scene and avoid other areas.

Section 20. Information retention. If a law enforcement agency uses a drone under Section 15 of this Act, the agency within 30 days shall destroy all information gathered by the drone, except that a supervisor at that agency may retain particular information if:

(1) there is reasonable suspicion that the information contains evidence of criminal activity, or

(2) the information is relevant to an ongoing investigation or pending criminal trial.

Section 25. Information disclosure. If a law enforcement agency uses a drone under Section 15 of this Act, the agency shall not disclose any information gathered by the drone, except that a supervisor of that agency may disclose particular
information to another government agency, if (1) there is reasonable suspicion that the information contains evidence of criminal activity, or (2) the information is relevant to an ongoing investigation or pending criminal trial.

Section 30. Admissibility. Compliance with this Act is a prerequisite to the admissibility in evidence of any information collected by a law enforcement agency by means of a drone, but nothing in this Act shall be deemed to prevent a court from independently reviewing the admissibility of the evidence for compliance with the Fourth Amendment to the U.S. Constitution or with Article I, Section 6 of the Illinois Constitution.

Section 35. Reporting.
(a) If a law enforcement agency owns one or more drones, then subsequent to the effective date of this Act, it shall report in writing annually by April 1 to the Authority the number of drones that it owns.
(b) On July 1 of each year, the Authority shall publish on its publicly available website a concise report that lists every law enforcement agency that owns a drone, and for each of those agencies, the number of drones that it owns.
THIS FIRST AMENDMENT TO MASTER STUDIO LEASE AGREEMENT ("Master Studio Lease Amendment"), is made and entered into as of _______, 2013, by and between the City of Evanston, an Illinois municipal corporation (the "Landlord"), and Piven Theatre Workshop, an Illinois not-for-profit corporation ("Tenant").

RECITALS

The Landlord and Tenant entered into a master studio lease agreement dated March 1, 2011 to lease a portion of certain property located at 927 Noyes Street (the "Master Studio Lease Agreement"), which is attached hereto as Exhibit "A" and incorporated herein by reference.

The Landlord and Tenant executed that certain Commercial Lease Agreement to provide written detail of the rental terms of the subject commercial property.

The Landlord and Tenant desire to modify certain matters set forth in the Studio Lease Agreement pursuant to this Master Studio Lease Amendment with respect to the rent rate of the Premises and exercise the one-year option listed in Section 2(C) of the Master Studio Lease Agreement.

NOW THEREFORE, in consideration of the premises set forth above, and the mutual agreements hereinafter set forth below, it is hereby agreed by and between the parties hereto as follows:

1. INCORPORATION OF RECITALS

The representations set forth in the foregoing recitals are material to this Master Studio Lease Amendment and are hereby incorporated into and made a part of this Master Studio Lease Amendment as though they were fully set forth in this Article 1.

2. MODIFICATIONS TO THE AGREEMENT

   A. Section 1(A) “Rental Rate” shall be fully replaced with the following language: "Lessee will pay Lessor the rental rate of $1.00 (one and no/100 dollars), per month and due on or before the 1st day of each month (the "Rent") for the remainder term of the Lease, as defined in Paragraph 2(C)."

   B. Section 1(B) shall be deleted in its entirety.

   C. Section 2(C) shall be redacted and replaced with the following language: "The Lessee hereby exercises its right to renew the lease for a one-year term, January 1, 2013 to December 31, 2013. The effectiveness of this option is backdated to January 1, 2013. If the parties execute a certain 'Lease and Construction Agreement pursuant to Ordinance 43-O-13, this Amendment shall be null and void."

   D. Section 12 shall be amended to read as follows:
“Lessee hereby covenants and agrees to perform during the term of this Lease the Community Service activity set forth and defined in Appendix B. Community Service is approved in advance by the Noyes Tenant’s Association and calculated based on the 2012 rent rate (with the use of Studio 103) to be a total value of $8,876.46. Lessee may request to opt out of the Community Service by submitting a written request to the Director of Parks, Recreation or Community Service or his/her designee. If the Community Service opt-out is approved, Lessee agrees to pay the City for the value of the Community Service.”

3. MISCELLANEOUS PROVISIONS

A. Except as specifically amended herein, all of the terms, covenants, representations, warranties, conditions and stipulations contained in the Master Studio Lease Agreement are ratified and confirmed in all respects and shall continue to apply with full force and effect, including but not limited to provide valid insurance and must pay the standard Noyes Cultural Arts Center Fees outlined on Appendix D.

B. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Master Studio Lease Agreement.

C. This Master Studio Lease Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

D. A facsimile signature shall be deemed an original signature.

E. This Master Studio Lease Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Master Studio Lease Amendment approved and executed by the parties as of the date and year first above set forth above.

<table>
<thead>
<tr>
<th>TENANT:</th>
<th>LANDLORD:</th>
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<tbody>
<tr>
<td><strong>Piven Theatre Workshop</strong>, an Illinois not-for-profit corporation</td>
<td><strong>City of Evanston</strong>, an Illinois municipal corporation</td>
</tr>
<tr>
<td>By: __________________________</td>
<td>By: __________________________</td>
</tr>
<tr>
<td>Print Name: __________________</td>
<td>Print Name: Wally Bobkiewicz</td>
</tr>
<tr>
<td>Its: _________________________</td>
<td>Its: City Manager</td>
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EXHIBIT A

Master Studio Lease Agreement
# NOYES CULTURAL ARTS CENTER
## LEASE

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

**LESSEE:**
Piven Theatre Workshop  
927 Noyes Street, Studio 110  
Evanston, IL 60201  
847-666-5977; 847-804-01 box  
jgreen@piventhetre.org  
lbrown@piventhetre.org

| Studio Space No. | 102, 106 washroom, 105, Office  
| Location | 110, storage 110  
| Square Feet | 3144.07  
| Additional Space | 103  
| Location | 1st Floor  
| Square Feet | 1079.6

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<th><strong>Lease Year 1</strong></th>
<th>03/01/2011 - 12/31/2011</th>
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| Rate(s) by location | $14.01  
| Annual Rent (Sq. ft x rate) | $44,048.42  
| Additional Space Annual Rent (Sq. ft x rate) | $15,128.00  
| Total Annual Rent - 10 Months | $59,176.42  
| Monthly Rent total including 103 (7 months) | $4,931.38  
| Monthly Rent June July August (w/o #103) | $3,670.71  
| Community Service Year 1 15% of Annual Rent | $6,829.77

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<th><strong>Lease Year 2</strong></th>
<th>01/01/2012 - 12/31/2012</th>
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</table>
| Rate(s) by location | $14.01  
| Annual Rent (Sq. ft x rate) | $44,046.42  
| Additional Space Annual Rent (Sq. ft x rate) | $15,128.00  
| Total Annual Rent - 12 Months | $59,176.42  
| Monthly Rent total including 103 (9 months) | $4,931.38  
| Monthly Rent June July August (w/o #103) | $3,670.71  
| Community Service Year 2 15% of Annual Rent | $6,309.18

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

COMMUNITY SERVICE REQUIREMENTS
FOR
1/01/12 through 12/31/12

Piven Theatre Workshop: Studio#102,103,105,110

REQUIRED AMOUNT: $8,309.18  TOTAL APPROVED: $8,309.18

Ongoing scholarships to our training center for families and individuals residing in Evanston who fall within the low income bracket or with developmental disabilities.

COMMUNITY SERVICE. Community Service activities written above must take place between 1/01/12 and 12/01/12. Community Service Proposals for the Lease period 1/01/13 through 12/31/13 must be submitted in writing to the Director of Parks, Recreation and Community Services or designee by November 1, 2012. All Community Service Proposals for each upcoming term must be submitted by November 1 of each year, and must be renegotiated and approved in advance of the next term of the lease.

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 the 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, Recreation and Community Services 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 the Lessor, the Director of Parks, Recreation and Community Services 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 the Lessor as a result of unperformed obligations.
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<td>AIR CONDITIONERS &amp; AIR</td>
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<td>Monthly fee for studios ranging between 1-500 sq. ft.</td>
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<td>HANDLING UNITS</td>
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<td>&quot;</td>
<td>$122.00</td>
<td>Monthly fee for studios ranging over 500 and up to 1,000 sq. ft.</td>
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<td>&quot;</td>
<td>$152.00</td>
<td>Monthly fee for studios ranging over 1,000 and up to 2000 sq. ft.</td>
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<td>&quot;</td>
<td>$181.00</td>
<td>Monthly fee for studios over 2,000 sq. ft.</td>
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<td>KEYS</td>
<td>$5.00</td>
<td>First two (2) keys to all Leased spaces with a Lessor installed lock are free.</td>
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<tr>
<td>KILNS</td>
<td>TBA</td>
<td>Monthly fee for tabletop models</td>
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<tr>
<td>&quot;</td>
<td>TBA</td>
<td>Monthly fee for floor models</td>
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<td>NOYES GALLERIES</td>
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<td>Hourly rate for all users</td>
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<td>PARKING - LOT #51</td>
<td>$30.00</td>
<td>Monthly fee for each permit</td>
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<td>$5.00</td>
<td>Daily fee for each permit</td>
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<td>SERVICE (UTILITY) FEE</td>
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<td>Flat daily rate for all users if Bldg. is occupied other than normal Bldg. hours. See Appendix E.</td>
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<td>STUDIO #106*</td>
<td>$20.00</td>
<td>Tenant rate/hourly for performances relative to lease</td>
<td>Same rate if Theatre is used</td>
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<td>&quot;</td>
<td>$20.00</td>
<td>Tenant rate/hourly for all other arts activities relative to lease</td>
<td>Same rate if Theatre is used</td>
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<td>$40.00</td>
<td>Tenant rate/hourly for reception relative to Lessee's approved activities.</td>
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<td>Non-Tenant Non-for-Profit or Individual rate/hourly for arts related events</td>
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**OBSERVED HOLIDAYS 2012**

- New Year's Day, Sunday, January 1, 2012
- New Year's Day, Monday, January 2, 2012
- Dr. Martin Luther King, Jr.'s Birthday, Monday, January 16, 2012
- Washington’s Birthday, Tuesday, February 20, 2012 (Tentative City Holiday in 2012)
- Memorial Day, Monday, May 28, 2012
- Fourth of July, Wednesday, July 4, 2012
- Columbus Day, Monday, October 8, 2012 (Tentative City Holiday in 2012)
- Veterans Day, Monday, November 12, 2012 (Tentative City Holiday in 2012)
- Thanksgiving Day, Thursday, November 22, 2012
- Day After Thanksgiving, Friday, November 23, 2012
- Christmas Eve, Monday, December 24, 2012
- Christmas Day, Tuesday, December 25, 2012

LESSEE: [Signature] 
DATE: 12/4/11
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Paczolt Financial Group
913 Hillgrove Ave.
P.O. Box 694
LaGrange IL 60525

CONTRACT NAME: Stephen Paczolt
PHONE (708) 579-3128
FAX (708) 579-0236
E-MAIL Steve@Paczolt.com
PRODUCER CUSTOMER ID 00001759

INSURED
THE PIVEN THEATRE WORKSHOP
927 NOYES ST
Evanston IL 60201-6206

INSURER(S) AFFORDING COVERAGE
INSURER A Illinois Emisco Insurance Co 32808

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1129055661

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY Pertain, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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AUTOMOBILE LIABILITY

ANY AUTO
ALL OWNED AUTOS
SCHEDULED AUTOS
HIRED AUTOS
NON-OWNED AUTOS

UMBRELLA LIABILITY

EXCESS LIABILITY

DEDUCTIBLE

RETENTION $ |

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?
(Mandatory in NH)
If yes, describe under DESCRIPTION OF OPERATIONS below

Y/N N/A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate holder is listed as an additional insured with regards to the above policies, ATIMA.

CERTIFICATE HOLDER

City of Evanston
927 Noyes Street
Evanston, IL 60201

CANCELATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephen Paczolt/STEVE

ACORD 25 (2009/09)

INS025 (2009/09)

The ACORD name and logo are registered marks of ACORD
CERTIFICATE OF LIABILITY INSURANCE

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<td>Paczolt Insurance Agency of Illinois</td>
<td>Illinois Emasco Insurance Co</td>
<td>THE PIVEN THEATRE WORKSHOP</td>
</tr>
<tr>
<td>P.O. Box 694</td>
<td>32808</td>
<td>927 NOYES ST STE 110</td>
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<tr>
<td>LaGrange, IL 60525</td>
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<th>INSTR</th>
<th>TYPE OF INSURANCE</th>
<th>INSTR/BURD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>4667647</td>
<td>2/25/2012</td>
<td>2/25/2013</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td>DAMAGE TO RENTED PREMISES (EA occurrence) $100,000</td>
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<td>MED EXP (Any one person) $5,000</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td>GENERAL AGGREGATE $1,000,000</td>
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<td>PRODUCTS - COM/PROP AGG $1,000,000</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>ALL OWNED AUTOS</td>
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<td>NON-OWNED AUTOS</td>
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<td>Hired Autos</td>
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<td>UMBRELLA LIABILITY</td>
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<td>EXCESS LIABILITY</td>
<td>CLAIMS-MADE</td>
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<td>DED</td>
<td>RETENTION $</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</td>
<td>N/A</td>
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<tr>
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<td></td>
<td></td>
<td>Y/N</td>
<td></td>
</tr>
</tbody>
</table>

| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 191, Additional Remarks Schedule, if more space is required) |
| Certificate holder is listed as an additional insured with regards to the above policy ATIMA. |

CERTIFICATE HOLDER

City of Evanston
927 Noyes Street
Evanston, IL 60201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Randall Scheive/RANDY

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NOYES CULTURAL ARTS CENTER
LEASE

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

LESSEE: Piven Theatre Workshop
927 Noyes Street, Studio 110
Evanston, IL 60201
866-6597; 866-6804 box
jgreen@piventhretheatre.org
lbrown@piventhretheatre.org

<table>
<thead>
<tr>
<th>Studio Space No.</th>
<th>Location</th>
<th>Square Feet</th>
<th>Additional Space</th>
<th>Location</th>
<th>Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>102, 105, 105, Office</td>
<td>110, storage 110</td>
<td>2024.67, 39.20, 823.40, 196.20</td>
<td>103</td>
<td>1st Floor</td>
<td>1075.8</td>
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<table>
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<tr>
<th>Lease Year 1</th>
<th>03/01/2011 - 12/31/2011</th>
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<tbody>
<tr>
<td>Rate(s) by location</td>
<td>$ 14.01</td>
</tr>
<tr>
<td>Annual Rent (Sq. ft. x rate)</td>
<td>$ 44,049.42</td>
</tr>
<tr>
<td>Additional Space Annual Rent (Sq. ft. x rate)</td>
<td>$ 15,128.00</td>
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<tr>
<td>Total Annual Rent - 10 Months</td>
<td>$ 49,313.66</td>
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<tr>
<td>Monthly Rent total including 103 (7 months)</td>
<td>$ 4,931.36</td>
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<tr>
<td>Monthly Rent June, July, August (w/o #163)</td>
<td>$ 3,670.71</td>
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<tr>
<td>Community Service Year 1 of Annual Rent 15%</td>
<td>$ 6,829.77</td>
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Rate per sq. ft. 2011
12 Months
Basement $ 10.90
1st Floor $ 14.01
2nd Floor $ 12.45

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

LESSEE: Piven Theatre Workshop

DATE: 3/31/11
This Master Studio Lease Agreement (the “Lease”) is executed on the _______ day of ____________, 2011, by and between The City of Evanston, an Illinois municipal corporation and a home rule unit of the State of Illinois (“Lessor”), and Piven Theatre Workshop (“Lessee”), an Illinois Non-Profit Corporation. The Lessor and the Lessee shall be collectively referred to as the “Parties”.

1. **RENTAL RATE**
   A. Lessee will pay Lessor the rental rate set forth on Page 1 of this Lease, per month and due on or before the 1st day of each month for the term of the Lease, as defined in Paragraph 2 (the "Rent").
   B. **LATE CHARGES.** Late fees will be assessed for rent due and owing to Lessor 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 Noyes Cultural Arts Center (“NCAC”) or the Department of Parks, Recreation and Community Services receives payment AFTER 5:00 p.m. on the fifth day of each month for rent and/or if payment is received after 5:00 p.m. 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 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. Assessed late fees not paid by the due date specified on the invoice will be billed double the amount on the next billing cycle.
   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 or attributable to Lessee, Lessee’s invitees, Lessee’s agents or employees, during the Lease Term. Additional fees include but are not limited to: parking fees, custodial overtime, utility fees, and other accrued charges. The Lessor may bill other charges separately. See Appendix D.
   D. All payments shall be paid to: Noyes Cultural Arts Center
   927 Noyes Street
   Evanston, IL 60201
   Or City of Evanston Parks, Recreation and Community Services Department
   Lorraine H. Morton Civic Center
   2100 Ridge Avenue, First Floor
   Evanston, IL 60201

2. **TERM OF LEASE**
   A. **Initial Term:** The initial term of this Lease will be for 10 months and will commence on March 1, 2011 and terminate on December 31, 2011.
   B. **Second-Year Term:** The Lessee has the option to renew the lease for a one year term beyond the Initial Term, January 1, 2012 to December 31, 2012.
   C. **Third-Year Term:** The Lessee has the option to renew the lease for a one year term beyond the Initial and Second Term, January 1, 2013 to December 31, 2013.

PIVEN THEATRE WORKSHOP

[Signature]

DATE

[Signature]

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D. Terms of Exercising the Option to Renew: The rent for each term is set forth above. All lease provisions shall remain the same, except that 1) all applicable new legislation shall be herein incorporated into the terms of the Lease by reference as though specifically stated; 2) Community Service requirements between Lessee and the Lessor shall be renegotiated; 3) the Rent shall increase by an amount to be determined solely by the Lessor, but not to exceed ten percent (10%) of the previous year’s monthly Rent; and 4) the Lessor reserves the right to revise the Lessee’s insurance requirements as to type(s) of coverage and policy amounts. The Parties acknowledge and agree that the leased spaces at the NCAC are leased below market rental rates for comparable spaces. 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 the Lessor with a copy of their Annual Charitable Organization Report Form AG990-IL filed with Illinois Attorney General (if not-for-profit) or Federal Income Tax Return 1040 Schedule C, 1120-S or 1065 (if for-profit). Lessor reserves the right to not renew the Lease Agreement, see Paragraph 12.

3. LEASED PREMISES.

Lessor leases to Lessee the workspace (the "Leased Premises"), situated at 927 Noyes, Evanston, Illinois 60201. The Leased Premises are part of a cultural arts center containing other leased spaces, a parking area and common facilities. The center is known as the Noyes Cultural Arts Center. The term "Common Facilities" as used in this Lease will include those facilities within the Noyes Cultural Arts Center for the nonexclusive use of Lessee in common with other authorized users, and includes, but is not limited to, sidewalks, planted areas, open means of ingress and egress, and the parking area.

4. MOVING
If the Lessor requires vacation of the Leased Premises and/or relocation within the NCAC, excluding an emergency, the Lessor will give Lessee at least sixty (60) days written notice. The Lessor will arrange for, and bear the cost of, moving Lessee’s equipment, personal property, and other items (excluding computers, wiring, and telephones) into a comparable space with comparable amenities within the NCAC. If a comparable space is not available or if Lessee/Sub-lessee does not accept the space offered by the Lessor, Lessee/Sub-lessee 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 the 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.

5. CONDITION AND UPKEEP OF LEASED PREMISES
Lessee represents that it has examined the Premises, and has received the Premises in good order and repair, and acknowledges that no representations to the condition or repair thereof have been made by the Lessor or its 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 as evidence 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 the Lessor and Lessee prior to Lessee’s occupancy. No promise by the Lessor or the NCAC staff to alter, remodel, decorate, clean or improve the Leased Premises or the NCAC and no representation has been made by Lessor or the NCAC staff to Lessee respecting the condition of the Leased Premises unless the same is expressly contained herein.

6. **CARE, MAINTENANCE AND CUSTODIAL SERVICES**

A. 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 wages for staff and for any other related expenses 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.

B. Lessee will keep the Leased 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, Recreation and Community Services, or his or her designee, by the next City of Evanston business day. Repairs by Lessee unless of an emergency nature must have prior written approval by the Director of Parks, Recreation and Community Services, or his or her designee, and must occur within thirty (30) days of such approval unless the Director of Parks, Recreation and Community Services, or his or her 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 the Lessor, the Lessor has the option to make the necessary repairs and Lessee agrees to promptly pay for those repairs upon presentation of an invoice by the Lessor to the Lessee. The 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.

C. Notwithstanding anything here in to the contrary, Lessor, at its expense will keep the common areas of the NCAC in good condition and repair, normal wear and tear excepted.

7. **MACHINERY, HOUSING ACCOMMODATIONS, 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; carry on any mechanical business in the Leased Premises, use the Leased Premises for housing accommodations, lodging, or otherwise for sleeping purposes, do any cooking therein, install or permit the installation of any vending machines, use any illumination other than electric light, use or permit to be brought into
the NCAC any inflammable oils or fluids such as gasoline, kerosene, naphtha and benzene, or use 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.

8. ALTERATIONS

A. The Lessee shall not do any painting or decorating, or erect any partitions, make any alterations in or additions to the Leased Premises or to the NCAC, 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 the 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:

1. Plans and specifications;
2. Names and addresses of contractors;
3. Copies of contracts;
4. Necessary permits including, but not limited to, electrical;
5. Indemnification in form and amount satisfactory to the 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 the Lessor as an additional insured.

B. 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, see Paragraph 11 for further terms. 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(s) and use. All alterations and additions shall comply with all insurance requirements and with all ordinances, state and federal laws and regulations and other requirements of any pertinent governmental authority. All alterations and additions shall be constructed in a good and workmanlike manner and good grades of materials shall be used.

C. 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 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

PIVEN THEATRE WORKSHOP

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improvements, the Lessor may remove the same and the Lessee shall pay the cost of such removal to the Lessor upon demand.

9. **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, Recreation and Community Services, or his or her 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, Recreation and Community Services or his or her 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 Lessor;
   C. Lessee shall not co-produce, sponsor, or co-present additional programs, whether or not they generate revenue without the Lessor's consent which shall not unreasonably withheld or delayed. Lessor to consent within ten days.
   D. Lessee understands and agrees that the NCAC and the Leased Premises are public property and that all activities and productions must be consistent with this public status. Slanderous, libelous, obscene, unlawful, or hazardous actions and/or words are prohibited. Any violation of this provision may, at the Lessor's option, be a material breach of the Lease. See Appendix C.
   E. Lessee shall not permit any alteration, renovation, installation, or addition 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, Recreation and Community Services or designee. The cost of all such alterations and additions to said Leased Premises shall be borne by Lessee, and shall be performed in accordance with all applicable legislation and may require Lessee to provide the Lessor in advance of such work with insurance in type, form and amount satisfactory to the Lessor. Fixtures shall remain for the benefit of the Lessor unless the 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, or installation into or on the foundation, walls, ceiling, floors or windows.

10. **TERMINATION**
   A. Any party hereto may terminate this Lease for any reason 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. The Lessor may also terminate this Lease for cause. “Cause” is a material breach of the Lease by the Lessee, including, but not limited to failure to pay rent; failure 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. The Lessor will provide Lessee an opportunity to cure any default (the “Cure Period”). The Cure Period may be up to

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**DATE**

**PRESIDENT**

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30 days; however, a method and schedule to cure must be provided to the Director of Parks, Recreation and Community Services in writing within 24 hours of the next business day of the Lessor's notification to the Lessee. Lessee understands that there is no entitlement to a 30-day cure period, but subject to the discretion of the City. Thereafter, if the cure is not completed, the Lessor may terminate this Lease with fourteen (14) days notice to Lessee unless the "cause" is a fore-described hazard to the public, in which case the Lessor may terminate the Lease with five (5) days notice.

C. Notwithstanding anything to the contrary elsewhere in this Lease, if Lessee fails to maintain all insurance as required by this Lease, Lessee shall, upon written notice from the Lessor, cease all operations immediately and shall have no access whatsoever to its Leased Premises. The Lessor shall have no liability to Lessee for any claim of lost profits, revenues or opportunities. The Lessor may, but is not obligated to, give Lessee an opportunity to comply with the insurance requirements of this Lease. In such event, the 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 the Lessor gives regarding insurance may be given in increments of one business day. Any cure period given does not obligate the Lessor to give additional cure period(s). The 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 the Lessor has denied access, Lessee is still liable for rent of the Leased Premises and other charges as assessed. See Paragraph 12 for Insurance obligations for the Lessee.

D. Holding Over; Surrender of Premises. Lessee will, at the termination of this Lease, leave the premises in as good condition as they are in at the time of entry by lessee, except for reasonable use and wear, acts of God, or damage by casualty beyond the control of Lessee. On vacating, Lessee will leave the premises clear of all rubbish and debris. If Lessee retains possession of the Premises or any part thereof for thirty days after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes (a) renewal of this lease for one year, at double the rental (computed on an annual basis) specified in Section III, or (b) creation of a month to month tenancy, upon the terms of this Lease except at 125% the monthly rental specified rent. If no such written notice is served then a month to month tenancy with rental as stated at (b) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

11. LIENS AND INDEMNITY.

A. Liens and Encumbrances. The Lessee will hold the Lessor harmless from all claims, liens, claims of lien, demands, charges, encumbrances or litigation arising out of any work or activity of Lessee on the premises. Lessee will, within Sixty (60) days after filing of any lien, fully pay and satisfy the lien and reimburse Lessor for all resulting loss and expense, including a reasonable attorney's fees. Provided, however, in the event

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that Lessee contests any lien so filed in good faith and pursues an active defense of said lien, Lessee shall not be in default of this paragraph. However, in the event of any final judgment against Lessee regarding such lien, Lessee agrees to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.

B. If lessee fails to fully discharge any claim, lien, claim of lien, demand, charge, encumbrance, or litigation, or should proceedings be instituted for the foreclosure of any lien or encumbrance, and if judgment is rendered against Lessee either by a court of competent jurisdiction or by arbitration and Lessee still persists in non-payment of the same within the 60 day set forth above, Lessor will have the right at any time after expiration of the 60-day period, to pay the lien or encumbrance. All amounts so paid will be repaid by the lessee on demand, together with interest at the rate of ___10___% per year from the date of payment and shall be considered additional rent owed to Lessor by Lessee.

C. Waiver and Release of Liability. Lessee covenants to indemnify Lessor, Lessor’s agents, employees, attorneys, officers and directors, and the Leased Premises and/or the NCAC against liability arising from the use of the Leased Premises, parking area or common facilities by Lessee or any persons acting under the control of Lessee. Lessee will indemnify Lessor for any penalty or charge incurred by any violation of law by Lessee or any persons acting under the control of Lessee, and from any damage or expense arising from the death of or injury to any persons holding under Lessee, or by Lessor if named as a party Defendant in defending any such proceeding, including reasonable attorney’s fees.

12. NON-RENEWAL

Notwithstanding the provision of Paragraph 2 of this Lease, the Lessor may decline to renew the Lease, upon 21 days written notice to the Lessee or sooner, if in the 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, Recreation and Community Services, or his or her designee, and at Lessee’s own expense. Defects must be cured to the Lessor’s satisfaction in the time specified by the 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 for the Lessor to require Lessee to cease all activities at the Leased Premises immediately upon written notice to do so by the Lessor.

13. COMMUNITY SERVICE

Lessee hereby covenants and agrees to perform during the term of this Lease the Community Service activity set forth and defined in Appendix B. Community Service is as approved in advance by the Evanston Arts Council and calculated at 15% over and above the annual rent as detailed on page one (1) of this Lease. Lessee may request to opt out of Community Service by submitting a written request to the Director of Parks, Recreation or Community Services or his or her designee. If the Community Service opt-out is approved, Lessee agrees to pay a monthly rent amount that is 15 percent higher than the prevailing square footage rental rate at NCAC.
14. 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 the 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 NCAC 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 hold 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 stated above shall govern.

B. Certificate of Insurance. Lessee and any Sub-lessees shall furnish the original Certificate of Insurance to the Director of Parks, Recreation and Community Services or designee. The Certificate of Insurance must run concurrent with this Lease term and all terms of renewal set forth in Paragraph 2. The Certificate must name the Lessor 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, Recreation and Community Services or designee with updated, original Certificates of Insurance covering the current lease term. The City of Evanston must be named as an additional insured on the Lessee's policy and failure to do so is a material breach of this Lease. Updated Certificates must be received no later than the current Certificate expiration date held by Lessor. Lessee and Sub-lessee shall furnish, where requested, a certified copy of the policy to the Lessor. Lessee will instruct the Insurance Company to notify the 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

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requirements of this Lease before or at the signing of a new Lease and before renewing a Lease.

15. ADDITIONAL INSURANCE
The Lessor reserves the right to require additional insurance from Lessee and any Sub-
lessees because of any increased risk, improvements made by Lessee or any Sub-
lessees or liability not satisfactorily covered, in the Lessor's sole opinion, by the above
insurance requirements, and Lessee agrees to promptly provide same.

16. 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/Sub-lessee's activities is the
responsibility of Lessee/Sub-lessee.

17. NON-LIABILITY OF LESSSOR
The Lessor will neither be liable for any damage nor loss of revenue occasioned by
failure to keep the building in repair, including but not limited to: lights and fuses and
any problems associated with electrical malfunctions; the heat not operating properly;
any damage or loss of revenue caused or occasioned by or from plumbing, gas, water,
sprinkler, steam or other pipes or sewage; the bursting, leaking or running of any pipes,
tank, or plumbing fixtures, in, above, upon or about the building; any damage or loss of
revenue caused or occasioned by water, snow or ice being upon or coming through the
roof, skylights or trap; neglect of any owners or occupants of adjacent or contiguous
property; or by public or private nuisances, regardless of cause or sources.
"Notwithstanding the foregoing, Lessor shall be responsible for damages caused by its
negligence or breach of the terms of this Lease."

18. FIRE/CASUALTY
A. If a substantial portion of the Leased Premises or the NCAC is made
untenantable by fire or other casualty, the Lessor may elect to:
   1. Provide available comparable space within the NCAC, or repair the Leased
Premises within sixty (60) days. If the Lessor elects to repair the Leased Premises
option but fails to repair the premises within sixty (60) days or upon the destruction of
premises by fire, the Lease term shall cease as of the date of the casualty. All
outstanding debts and Rent accruing to the Lessor from Lessee prior to date of casualty
whether invoiced prior to casualty or not must be paid to the Lessor. The Rent will be
calculated on a per diem basis prior to the date of the casualty.
   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
and/or the Leased Premises at the Lessor's expense, in which latter event this Lease

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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 untenantability. 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 untenantable, then the Lessor shall proceed as promptly as it can under the circumstances to repair and restore the Leased Premises and the NCAC and the rent shall abate in proportion to the non-usability of the Leased Premises during the period of untenantability. If an insubstantial portion to the Leased Premises is made untenantable, the 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 untenantable 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 untenantability 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 the 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 the 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 the Lessor after lease termination or non renewal.

19. **OCCUPATIONAL HEALTH AND SAFETY ACT (OSHA)**
Lessee covenants and agrees that the use of any and all 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 shall be under the care, control or tutelage of Lessee shall be governed by the Occupational Health and Safety Act of 1980 as now or hereafter as amended.

20. **SECURITY DEPOSIT**
Lessee agrees to deposit with the 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, the 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 the Property’s Owner. If any of the security deposit 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 the Lessor, pay to the 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 the Lessor of an assignment of the right to receive the security or the remaining balance thereof, the Lessor may return the security to the original Lessee, regardless of one or more assignments of this Lease. Upon the transfer of the Lessor’s interest under this Lease, the Lessor’s obligation to Lessee with respect to the security deposit shall terminate upon assumption of such obligation by the transferee.

21. ATTORNEY’S FEES
Lessee shall pay and discharge all costs, attorney fees and expenses that shall be made and incurred by the 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.

22. PARTIES
The City, as the 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 Sub-lessees signing this Lease and 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 “Sub-lessees”; “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 Sub-lessee), 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. The Leased Premises, in whole or in part, shall not be sublet by Lessee without the prior written consent of Lessor. At Lessor’s option, should Lessor consent to any assignment or sublease of the demised premises, Lessee shall nevertheless remain liable for all terms and conditions of this Lease until the expiration of the lease term stated above.

23. THE LESSOR’S ACCESS TO LEASED PREMISES
The Lessor shall have the right to retain a set of keys to the Leased Premises, and Lessee shall not change any locks without the Lessor’s prior written authorization, and without providing the 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 the 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
Property’s Owner 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 the
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 the
Lessor or the 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; provided however in so doing Lessor shall make reasonable
efforts to allow reasonable routes of access to the leased premises. The Lessor shall
not be liable to the Lessee for any expense, injury, loss or damage resulting from work
done by persons other than the Lessor in or upon, or the use of, any adjacent or nearby
building, land, street, or alley.

24. **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 (5th) 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 convenience to the
parties, and not a substitute for personal or mailed delivery.

If to the City: Director of Parks, Recreation and Community Services
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, Room 4400
If to the Lessee: at the address first above written.

25. **RIDERS**
All riders attached to this Lease and initialed by the Lessor and the Lessee are hereby made a part of this Lease.

26. **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 claim(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.
D. Entire Agreement. This Lease shall constitute the entire understanding of the parties hereto, superseding any and all prior agreements, whether written or oral.

27. **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 

_3_ day of June, 2011.

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[Signature]

DATE

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LESSOR: City of Evanston
an Illinois municipal corporation

By: [Signature]
Its: Acting City Manager
Print Name: Martin Lyons ATTEST: ___________________________

LESSEE:

By: [Signature]
Print Name: Tracey Schmier ATTEST: ___________________________

Approved as to form:
By: [Signature]
W. Grant Farrar
Corporation Counsel

PIVEN THEATRE WORKSHOP

President: [Signature]

DATE: 5/1/11
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) the Lessor has agreed to lease to Lessee, to be used for: "Workshop and theatre rehearsals and performances, acting, directing and writing classes including theatre games, story theatre, scene study, improvisation, playwriting, folk theatre and body movement for children, adults, amateurs and professionals and ancillary office and administrative uses", and reasonably related activities of Lessee with prior written approval by the Director of Parks, Recreation and Community Services or designee, which approval shall not be unreasonably withheld or delayed.
NOYES CULTURAL ARTS CENTER
EMERGENCY EXIT MAP
FIRST FLOOR - ROOM 103

THEATER
DRESS ROOM
GYMNASIMUM

ASSEMBLY AREA

YOU ARE HERE
EXIT ROUTE
ADA ACCESSIBLE EXIT

LEGEND

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APPENDIX B
COMMUNITY SERVICE REQUIREMENTS
FOR
3/1/11 through 12/31/11

Piven Theatre Workshop: Studio#102,103,105,110

REQUIRED AMOUNT: $6829.77 TOTAL APPROVED: $7360.00

Ongoing scholarships to our training center for families and individuals residing in Evanston who fall within the low income bracket or with developmental disabilities.

COMMUNITY SERVICE. Community Service activities written above must take place between 3/1/11 and 12/1/11. Community Service Proposals for the Lease period 1/1/12 through 12/31/12 must be submitted in writing to the Director of Parks, Recreation and Community Services or designee by November 1, 2011. All Community Service Proposals for each upcoming term must be submitted by November 1 of each year, and must be renegotiated and approved in advance of the next term of the lease.

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 the 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, Recreation and Community Services 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 the Lessor, the Director of Parks, Recreation and Community Services 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 the Lessor as a result of unperformed obligations.
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/Sub-lessee/Co-lessee is required to use the leased premises a minimum of 25 hours per week and total use time less than this minimum amount 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 Sub-lessees if the Lessee (individuals only) is an Evanston resident. The 20% surcharge is applicable to a non-Evanston resident Sub-lessee only if and when the Sub-lessee assumes the remainder of the entire lease or a co-lease, or upon lease termination by Lessee or the 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 Sub-lessees will not be in excess of one-half the rent charged to Lessee by the Lessor. A written sublease agreement between Lessee and Sub-lessee must be given to the Lessor covering the lease terms prior to Sub-lessee’s use of space. The sublease agreement must include the payment schedule and the dollar amount paid by Sub-lessee to Lessee. Community service obligations assessed to Sub-lessee 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 voter registration card shows an Evanston address. Parties must notify the Director of Parks, Recreation and Community Services or designee in writing within ten (10) days of any address change. Upon request of the Director of Parks, Recreation and Community Services or designee anytime, Lessee must promptly present a current driver’s license, voter 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.

4. NOYES CENTER NOTICES AND SIGNAGE. Lessees wishing to have banners hung, notices displayed, or other material(s) displayed on poles or in the public areas of the NCAC or grounds including Tallmadge Park and all public area activities announcement bulletin board(s), doors or walls must obtain prior written approval from the Director of Parks, Recreation and Community Services or designee before having

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material(s) hung or displayed. Lastly, the Lessee and any sub-Lessees acknowledge that the City’s Fire Ordinance Title 4, Chapter 12, other applicable provisions within the City Code, and the Parks, Recreation and Community Services 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. **ALCOHOL.** The consumption of alcohol in the NCAC is permitted, pursuant to a Class X or Class X1 liquor license as stated in the Evanston City Code. Such special one-day licenses shall be issued subject to the following conditions:
   A. The service of alcohol 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.
   B. The license shall be issued to and valid only for the "service premises" described with particularity in the license. A license to use particular "service premises" is not a license to use any other portion of the building.
   C. The application, which shall be submitted no later than twenty-one (21) days prior to the date of the service date sought, shall contain the following information:
      1. The name of applicant, address, and phone number.
      2. The "service premises" for which the license is applicable, a description of the approximate area of the service premises.
      3. 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, Recreation and Community Services Department or his/her designee.
      4. 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.
      5. If alcoholic beverages are present for groups of 70-125, then one off-duty Evanston Police Officer must be hired at the Lessee/tenant expense. For groups over 125, a minimum of two off-duty Evanston Police Officers must be hired at the Lessee/tenant expense.

D. A copy of a certificate of liquor liability insurance, naming the City as additional insured in the amount of three million dollars ($3,000,000.00) for the period during which liquor will be sold.

E. The fee for a Class X liquor license shall be fifty dollars ($50.00) or as specified in the City Code for Lessee/tenant and shall be deposited with the application. The fee for a Class X1 liquor license shall be seventy-five dollars ($75.00) or as specified in the City Code for Lessee/tenant and shall be deposited with the application.
7. **ACCIDENTS & POLICE REPORTS.**

A. Any incident or injury involving persons 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, Recreation and Community Services or designee no later than 5 p.m. on the next City of Evanston business day or sooner following the accident.

B. Lessee is responsible for reporting to the Director of Parks, Recreation and Community Services 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, the Lessee must obtain from the Reporting Officer a card bearing the case number and a copy of the Police Report, and submit it to the Director of Parks, Recreation and Community Services or designee not later than 5 p.m. on the next City of Evanston business day or sooner after the Police Report is available.

8. **OBSTRUCTIONS.**

A. 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, Recreation and Community Services 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, Recreation and Community Services 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. **INTERFERENCE/TENANTS.** Lessee covenants and agrees that Lessee will exercise all due caution, care 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 arts center, an extraordinary amount of patience and consideration

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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, Recreation and Community Services 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 the 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 the Lessor’s staff time and materials. Upon Lessee’s early termination of the Lease and/or in violation of the notice requirements of Paragraph 24 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 the Lessor for breach of any provision of the Lease, Lessee shall, upon rendition of an invoice by the Lessor, deposit with the 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. The 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, Recreation and Community Services or designee, and performs the Community Service at an alternative time agreed upon with the 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 access for that individual. Lessee will forever hold the Lessor 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 to the Leased Premises are available at the office of the Lessor. Lessee will receive two keys free of charge affording access to only the particular areas leased hereunder. See Lease Paragraph 9. The Lessor prohibits the reproduction of keys. Lessee and those holding keys under Lessee will not reproduce keys. The office of the

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NCAC 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 $5.00 charge per key for all keys except in cases where the Lessor incurs a charge more than $5.00 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 the Lease terms, Lessee will pay any cost relating to the lock/core repair or replacement if the 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, Recreation and Community Services, 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, Recreation and Community Services 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.
B. 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 the Lessor or the Director of Parks, Recreation and Community Services 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, Recreation and Community Services or designee, with reference to the nature of the materials and its safe usage shall be conclusive. The Director of Parks, Recreation and Community Services 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

PIVEN THEATRE WORKSHOP

PRESIDENT

DATE

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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’ x 2’ x 2’.

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
Chicagoland provided by the Illinois Environmental Protection Agency (IEPA) include:
Naperville Fire Station #4, 1971 Brookdale Rd., Naperville, IL, and Rock River
Reclamation District, 333 Kishwaukee, Rockford, IL, (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 relation to operation of 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 NCAC 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 NCAC. 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 Sub-lessee) 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 and rent, as well as all other obligations imposed hereunder by this lease. Upon the Director of Parks, Recreation and Community Services or designee’s direction or upon the request of the remaining Lessee, the Director of Parks, Recreation and Community Services 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 THE 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 or 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, Recreation and Community Services 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, the 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 the Lessor or imposed by the Lessor as a result of Lessee's abandonment or non-use of space.

22. **PARKING REGULATIONS.** Annual parking permit 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, Sub-lessees, 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, Recreation and Community Services is obtained. Parking Permit privileges are limited to attendance at the NCAC. Parking Permit privileges will be considered by the Director of Parks, Recreation and Community Services 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 NCAC, and for visitors and others who are pre-approved by the Director of Parks, Recreation and Community Services 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 driver's 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, Recreation and Community Services 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 as written in Appendix A 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, Recreation and Community Services 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, Recreation and Community Services or designee, make use of the Noyes Center Gallery(ies) on a fee basis at established rates. 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, Recreation and Community Services 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. The Lessor agrees to pay all water, gas and electricity charges (except for air conditioning), however, additional fees as listed on the attached fee matrix (see Appendix D, Page 3) could apply anytime and/or if excessive usage as determined by the Property’s Owner occurs any time during the term of the Lease.
B. Lessees will be billed for the use of air conditioners and air-handling units. 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 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
<table>
<thead>
<tr>
<th>FY 10/11</th>
<th>FEE</th>
<th>DESCRIPTION</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIR CONDITIONERS &amp; AIR HANDLING UNITS</td>
<td></td>
<td>$91.00 Monthly fee for studios ranging between 1-500 sq. ft.</td>
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<tr>
<td>&quot;     &quot;</td>
<td></td>
<td>$122.00 Monthly fee for studios ranging over 500 and up to 1,000 sq. ft.</td>
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<tr>
<td>&quot;     &quot;</td>
<td></td>
<td>$152.00 Monthly fee for studios ranging over 1,000 and up to 2000 sq. ft.</td>
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<tr>
<td>&quot;     &quot;</td>
<td></td>
<td>$181.00 Monthly fee for studios over 2,000 sq. ft.</td>
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<tr>
<td>KEYS</td>
<td></td>
<td>$5.00 First two (2) keys to all Leased spaces with a Lessor installed lock are free.</td>
<td></td>
</tr>
<tr>
<td>KILNS</td>
<td>TBA</td>
<td>Monthly fee for tabletop models</td>
<td></td>
</tr>
<tr>
<td>&quot;     &quot;</td>
<td>TBA</td>
<td>Monthly fee for floor models</td>
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<tr>
<td>NOYES GALLERIES</td>
<td>$40.00</td>
<td>Hourly rate for all users</td>
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<td>PARKING - LOT #51</td>
<td>$26.00</td>
<td>Monthly fee for each permit for Leaseholders &amp; Sublessees</td>
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<tr>
<td>&quot;     &quot;</td>
<td>$17.00</td>
<td>Monthly fee for all non-Leaseholders &amp; Sublessees</td>
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<tr>
<td>&quot;     &quot;</td>
<td>$5.00</td>
<td>Daily fee for each permit</td>
<td></td>
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<tr>
<td>SERVICE (UTILITY) FEE</td>
<td>$66.00</td>
<td>Flat daily rate for all users if Bldg. is occupied other than normal Bldg. hours. See Appendix E.</td>
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<tr>
<td>STUDIO #106*</td>
<td>$20.00</td>
<td>Tenant rate/hourly for performances relative to lease</td>
<td>Same rate if Theatre is used</td>
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<tr>
<td>&quot;     &quot;</td>
<td>$20.00</td>
<td>Tenant rate/hourly for all other arts activities relative to lease</td>
<td>Same rate if Theatre is used</td>
</tr>
<tr>
<td>&quot;     &quot;</td>
<td>$40.00</td>
<td>Tenant rate/hourly for reception relative to Lessee's approved activities.</td>
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<tr>
<td>&quot;     &quot;</td>
<td>$42.00</td>
<td>Non-Tenant Evanston Non-for-Profit or Individual rate/hourly for arts related events</td>
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<td>&quot;     &quot;</td>
<td>$52.00</td>
<td>Non-Tenant Non-for-Profit or Individual rate/hourly for arts related events</td>
<td></td>
</tr>
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</table>

**OBSERVED HOLIDAYS 2011-12**

- Independence Day, Monday, July 4, 2011
- Labor Day, Monday, September 5, 2011
- Thanksgiving, Thursday, November 24, 2011, and the day after Thanksgiving, Friday, November 25, 2011
- New Year's Day, Sunday, January 1, 2012, and Monday, January 2, 2012 (observed holiday)
- Dr. Martin Luther King Jr.'s Birthday, Monday, January 16, 2012
obtained from the Director of Parks, Recreation and Community Services or designee. Air conditioning units must be properly insulated to minimize energy exhaustion as determined by the Lessor. Failure to remove air-conditioning units from October 1 through May 31 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 utility fees and other charges associated with NCAC.

C. Additional services such as charges for use of phone service (landline and cell phone) and cable television will not be provided at Lessor expense. If necessary, the Lessor acknowledges and agrees that if he/she seeks to have a new service (cable, phone, etc.) provided to the NCAC for the use in their Lease Premises, the Lessee will follow the proper City procedures and obtain the necessary approvals prior to the installation of the service.

4. 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 building on 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/Sub-Lessee’s activities or actions. Prior written approval is needed from the Director of Parks, Recreation and Community Services or designee 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 the Lessor’s option constitute a material breach of this Lease and result in termination of this lease.

PIVEN THEATRE WORKSHOP

DATE

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APPENDIX E
TIME OF USE

TIME OF USE. Lessee will have the right to use the Piven Theatre until 2:00 a.m., related to the production and operational components of the Piven Theatre Workshop and such time of use will be granted to employees, consultants, actors, and other agents of Piven Theatre Workshop. However, permission will not be given to stay later for classes and performances. Other hours for usage of the Noyes theatre are limited to normal hours and days of operation of the Center. Said normal hours may be changed by the Lessor. Unless required by the City’s best interests or particular existing conditions the hours shall include the following open hours: from September through May, open hours shall be between 8:15 a.m. and 11:00 p.m. on Monday through Friday, between 7:30 a.m. and 11:00 p.m. on Saturday, and between 10:00 a.m. and 6:00 p.m. on Sunday. The open hours from June through August shall be between 7:30 a.m. and 11:00 p.m. on Monday through Saturday, and 10:00 a.m. and 6:00 p.m. on Sunday.

The Center will be closed on holidays/days as observed by the City of Evanston. Lessee understands and agrees that Lessee’s rent will not be reduced for the weeks in which the aforesaid holidays occur (see Appendix D). The Director of Parks, Recreation and Community Services or designee will notify Lessee of additional dates the NCAC will be closed in addition to those dates stated in Appendix D. The Lessee may, by written arrangement with the Director of Parks, Recreation and Community Services 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 NCAC open beyond normal building hours in addition to a $66.00 service fee utility charge and rental charges associated with rental space and equipment if applicable.
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 Sub-lessee) 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 Sub-lessee, the Sub-lessee’s term will end at the same time the Lessee’s term ends and the Leased Premises will be placed on the market. The Sub-lessee may reapply along with other applicants applying for the Leased Premises.
APPENDIX G
INSURANCE REQUIREMENTS
Noyes Lease for Term: 3/1/11 through 12/31/11

TYPE OF INSURANCE
Thirty day notice of cancellation
Required on all certificates

MINIMUM INSURANCE COVERAGE
Bodily Injury and
Property Damage
Consequent Death

<table>
<thead>
<tr>
<th>Each Occurrence</th>
<th>Aggregate</th>
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<tbody>
<tr>
<td>Commercial General Liability including:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>1. Comprehensive form</td>
<td>$1,000,000</td>
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<tr>
<td>2. Premises – Operations</td>
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<tr>
<td>3. Explosion &amp; Collapse Hazard</td>
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<tr>
<td>4. Underground Hazard</td>
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<tr>
<td>5. Products/Completed Operations Hazard</td>
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<tr>
<td>6. Contractual Insurance – With an endorsement on the face of the certificate that it includes the “indemnity” language set forth in Appendix “I” of the Lease.</td>
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<tr>
<td><strong>The Certificate must state that the City of Evanston is an Additional Insured on the policy.</strong></td>
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<tr>
<td>7. Broad Form Property Damage – construction projects only.</td>
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<tr>
<td>8. Independent Contractors</td>
<td></td>
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<tr>
<td>9. Personal Injury</td>
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Automobile Liability
Owned, Non-owned or Rented (as related to Tenant’s 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
# APPENDIX H  
**MISCELLANEOUS DEFINITIONS**

<table>
<thead>
<tr>
<th>TERM</th>
<th>DEFINITION</th>
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<tr>
<td>ADA</td>
<td>Americans with Disabilities Act of 1990</td>
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<td>ITS</td>
<td>His/Her/Their</td>
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<tr>
<td>LESSEE</td>
<td>Lease Holder: Lessees, Co-Lessees, Sublessees</td>
</tr>
<tr>
<td>LESSOR</td>
<td>City of Evanston</td>
</tr>
<tr>
<td>NCAC</td>
<td>Noyes Cultural Arts Center</td>
</tr>
<tr>
<td>OSHA</td>
<td>Occupational Health and Safety Act of 1980</td>
</tr>
<tr>
<td>RESIDENT</td>
<td>If current driver's license and voter registration card shows residency in Evanston.</td>
</tr>
</tbody>
</table>
APPENDIX I

INDEMNITY

Lessee and Lessee’s insurance company agree as follows:
The Lessee shall indemnify, protect, and hold harmless the City of Evanston, its agents, consultants, officials and employees, against all injuries, deaths, loss damages, claims, patents claims, suits, judgments, costs and expenses which may in anywise accrue against the City in consequence of the granting of this contract 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 its employees, of the sub-Lessee or its employees, if any, or of the City or its employees; and the Lessee shall, at its 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 judgments shall be rendered against the City in any such act, the Lessee shall, at its own expense, satisfy and discharge same.

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

LESSEE’S LIABILITY INSURANCE

- Lessee shall not commence work under this contract until they have obtained all insurance required herein and such insurance has been approved by the City’s Law Department. Nor shall the Lessee allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- The City of Evanston shall be named as an additional insured on the policy of the contractor for whatever the policy limits are for the contractor, but in no event shall the Comprehensive General Liability limits be less than $3,000,000.
- If the Lessee has more than one project for which it has a contract with the City of Evanston there shall be separate Certificates of Insurance naming the City as an additional insured on each separate policy.
- In the event of accidents, injuries, or unusual events, whether or not any injury occurred, the Lessee shall promptly furnish the City’s Law Department with copies of all reports of such incidents.
- The Lessee shall furnish one (1) copy of a certificate, with the City named as an additional insured, showing the minimum coverage with insurance company acceptable to the City’s Law Department outlined in Appendix E.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  2/9/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Paczolt Financial Group
913 Hillgrove Ave.
P.O. Box 694
LaGrange
IL 60525

CONTACT NAME: Stephen Paczolt
PHONE (708) 579-3128
FAX (708) 579-0236
EMAIL Steve@Paczolt.com
INSURER D: 00001759

THE PIVEN THEATRE WORKSHOP
927 NOYES ST

Evanston
IL 60201-6206

INSURER A: Illinois Emisco Insurance Co
NAIC # 32808

INSURER B: 
INSURER C: 
INSURER D: 
INSURER E: 
INSURER F: 

COVERAGE

CERTIFICATE NUMBER: CL112905661

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 191, Additional Remarks Schedule, if more space is required)
The Certificate holder is listed as an additional insured with regards to the above policies, ATIMA.

CERTIFICATE HOLDER
City of Evanston
927 Noyes Street
Evanston, IL 60201

CANCELATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Stephen Paczolt/STEVE

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ACORD 25 (2009/09)
INS025 (2006/09)
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8-R-13
A RESOLUTION
Authorizing the City Manager to Execute an Amendment of a Lease Agreement with Piven Theatre Workshop, Inc.

SECTION 1: Pursuant to Subsection 1-17-4-1 of the Evanston City Code of 2012, as amended (the “City Code”), 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, an amendment to a lease agreement dated March 1, 2011 for studio and theater space by and between the City and Piven Theater Workshop, Inc., a not-for-profit corporation (“Piven”), for a one-year term with certain conditions. The amendment shall be in substantial conformity with the amendment attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional terms and conditions for the amendment to the lease agreement with Piven as may be determined to be in the best interests of the City and approved as to form by the Corporation Counsel.

SECTION 3: This Resolution 8-R-13 shall be in full force and effect from and after its passage and approval in the manner provided by law.

______________________________
Elizabeth B. Tisdahl, Mayor

Attest:

______________________________
Rodney Greene, City Clerk

Adopted: __________________, 2013

~1~

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EXHIBIT 1

AMENDMENT TO LEASE AGREEMENT
Memorandum

To: Honorable Mayor and Members of the City Council
   Human Services Committee

From: Michelle L. Masoncup, Deputy City Attorney

Subject: Amendment of 2011 Piven Theatre Workshop Lease Agreement

Date: May 1, 2013

Recommended Action:
Staff recommends that City Council adopt Resolution 8-R-13 “Authorizing the City Manager to Enter into an Amendment of a Lease Agreement with Piven Theatre Workshop, Inc.”.

Funding Source:
N/A

Summary:
In March 2011, the City of Evanston and Piven Theater Workshop entered into a lease agreement for an initial term of 10 months (March 1, 2011 – December 31, 2011), which contained two one-year option periods (the “2011 Lease Agreement”). Piven exercised the first option to renew the 2011 Lease Agreement on December 4, 2011 for the period of January 1, 2012 – December 31, 2012. The amendment to the 2011 Lease Agreement that is the subject of this Resolution 8-R-13 exercises the second option provided in the 2011 Lease Agreement, the option’s Effective Date to January 1st for a term of January 1, 2013 – December 31, 2013, and amends the 2011 Lease Agreement regarding rent to $1.00 for the year. If the parties execute a lease and construction agreement for the renovation and long term lease pursuant to Ordinance 43-O-13 at a later date, this Amendment will be null and void.

Attachments:
Resolution 8-R-13
Exhibit 1 – Amendment to 2011 Lease Agreement
Memorandum

To: Honorable Mayor and Members of the City Council
   Human Services Committee

From: Wally Bobkiewicz, City Manager
       Michelle L. Masoncup, Deputy City Attorney

Subject: Lease and Construction Agreement for City-Owned Property at 927 Noyes Street with Piven Theater Workshop

Date: May 1, 2013

Recommended Action:
Staff recommends approval of Ordinance 43-O-13, “Authorizing the City Manager to Negotiate and Execute a Lease and Construction Agreement with Piven Theater Workshop”.

Funding Source:
Parking Fund or General Fund

Summary:
Piven Theater Workshop, an Illinois not-for-profit corporation, provides actors training for children (age 9 and above) and adults, and also produces theatre performances of new works and literary adaptations. The training sessions annually serve 1,000 students with mentorship opportunities for theatre artists and educators. Piven’s mission “is to preserve a process of creative exploration that celebrates each individual’s unique voice through an ensemble-based, community-oriented approach to theatre training and performance.”

Piven Theatre Workshop was one of the first, tenants in the Noyes Cultural Arts Center building (“NCAC”). Byrne and Joyce Piven, and the Workshop, worked with Dick Cusack and Phyllis Ellis to establish the NCAC in 1975. The first renovations that made Next Theatre, Actors Gymnasium, and Piven’s theaters into actual theaters were paid for by Byrne and Joyce Piven personally during the first decade of the Center. Piven currently occupies approximately 4,224 square feet of space within the NCAC, as depicted on the attached Piven Current Footprint (Exhibit B to Lease and Construction Agreement). The proposed improvements include the installation of a ‘black box’ theater, increased office space, classroom space and larger rehearsal space, as outlined on the preliminary Site Plan (Exhibit C to the Lease and Construction Agreement).
Agreement). The Site Plan does not propose to expand the NCAC building size, but to increase the footprint within the existing structure with studio changes for existing tenants. Relocation and displacement of existing tenants is yet to be determined.

The Lease and Construction Agreement contemplates that the City make basic improvements to NCAC to ensure the long term sustainability of the building, including replacement of the roof, updating electrical service, and lead and asbestos abatement (cost estimates for these improvements have not been finalized).

Piven desires to remain a tenant of the NCAC for the long term and invest significant resources into the renovation of its performing arts space. The Piven renovations outlined in the Site Plan are projected to total $3.55 Million and Piven is responsible for the construction of the improvements. If Piven raises a minimum of $355,000 by December 31, 2013 (or June 30, 2014 if an extension is requested) and the Ordinance is approved, the City shall loan Piven an amount not to exceed $2.2 Million to be paid back over the initial 30 year term of the lease. The remaining funding for the total Piven project cost will be provided by Piven through a combination of cash (as previously indicated, minimum of $355,000 must be earmarked), pro bono commitments, pledges, and private bank financing (the breakdown to be determined by Piven).

In consideration, Piven constructing the renovations and improving the overall structure and future viability of the NCAC, the rent will be $1.00 for the initial term while the loan is repaid. The funding to be provided by Tenant in the amount of $1,350,000.00 shall be raised by Tenant in the form of a combination of cash, pro bono commitments, pledges, and private bank financing (at Tenant’s option). Piven will be assessed rent of $100,000.00 per year for the option periods beyond the initial term, but will be given a credit of $25,000.00 per year towards the value of the pro bono services provided during construction.

Piven shall provide office space and use of the theater space to Fleetwood-Jourdain at no cost. In addition, Piven is continuing its community engagement program by providing scholarships and tickets, as well as other opportunities to community members.

Attachments:
Ordinance 43-O-13
Exhibit 2 – Lease and Construction Agreement
Piven Current Footprint (Exhibit B to Lease)
Preliminary Site Plan (Exhibit C to Lease)
Noyes Center Relocation Criteria Memo from City Manger
AN ORDINANCE

Authorizing the City Manager to Negotiate and Execute a Lease and Construction Agreement with Piven Theater Workshop

WHEREAS, the City of Evanston owns certain real property located at 927 Noyes Street, Evanston, Illinois 60201, which is improved with a three story commercial building and more fully described on Exhibit 1 (the “Property”); and

WHEREAS, Piven Theatre Workshop, an Illinois not-for-profit corporation (“Piven”), currently leases a portion of the Property for its performing arts business (the “Premises”); and

WHEREAS, Piven seeks to renovate the Premises to expand its current footprint within the Property and enter into a long term lease agreement with the City prior to making Premises improvements; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Evanston to negotiate and execute a thirty (30)-year lease and construction agreement with four (4) extensions of five (5) years each, for a collective potential term of fifty (50) years with its current tenant, Piven Theatre Workshop, an Illinois not-for-profit corporation; and

WHEREAS, the City Council deems the lease and renovation of the Premises necessary, desirable, and in the public interest to further develop the performing arts spaces in the City; and

WHEREAS, as required by Section 1-17-4-1 of the Evanston City Code, 2012, as amended (the “City Code”), a Notice of Intent to Sell Lease Real Estate, was
published in the *Evanston Review*, a newspaper in general circulation in the City of Evanston, on June ____ 2013, neither less than fifteen (15) nor more than thirty (30) days before the date on which the City Council considered adoption of this ordinance authorizing the sale of the Property,

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

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

**SECTION 2:** Pursuant to Subsection 1-17-4-1 of the Evanston City Code of 2012, as amended (the “City Code”), the City Manager is hereby authorized and directed to further negotiate and execute, and the City Clerk is hereby authorized and directed to attest, on behalf of the City of Evanston, the lease agreement for the Property, by and between the City of Evanston, as landlord, and Piven Theatre Workshop, as tenant. The lease and construction agreement shall be in substantial conformity with the Lease attached hereto as Exhibit “2” and incorporated herein by reference.

**SECTION 3:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 4:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.
SECTION 5: The findings and recitals contained herein are declared to be
prima facie evidence of the law of the City and shall be received in evidence as
provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance shall be in full force and effect from and after
its passage, approval, and publication in the manner provided by law.

Ayes: ______________

Nays: ______________

Introduced:_______________, 2013

Adopted:_______________, 2013

Approved:_______________, 2013

_____________________________
Elizabeth B. Tisdahl, Mayor

Attest:

Approved as to form:

_____________________________
Rodney Greene, City Clerk

_____________________________
W. Grant Farrar, Corporation Counsel
EXHIBIT 1

LEGAL DESCRIPTION

PARCEL 1:


PARCEL 2:

LOTS 12 TO 21, BOTH INCLUSIVE, IN BLOCK 2 IN TAIT’S SUBDIVISION OF Block 4 of Orrington Addition to Evanston, According to the Plat of Said Tait’s Subdivision Recorded March 8, 1906, as Document Number 3829417, Together with the Vacated Alley Lying South of and Adjoining Said Lot 12 in Block 2 in Tait’s Subdivision, Aforesaid, All in the South West ¼ of Section 07, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

PARCEL 3:

Lots 1, 2, 3 and 4 in Block 1 in A. Burroughs’ Addition to Evanston, a Subdivision of That Part of Lot 15 and the East 145.5 Feet of Lot 16 Lying West of the Chicago, Evanston and Lake Superior Railroad in Assessor’s Division of Fractional Section 07, Township 41 North, Range 14 East of the Third Principal Meridian, Together with the Vacated Alley Lying South of Lot 1 and North of the Lots 2, 3 and 4 in Said Block 1, All in the South West ¼ of Section 07, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

PARCEL 4:

Lots 1, 2, 3, 4 and the East 19 Feet of Lot 5 in Block 2 in A Burroughs’ Addition to Evanston, According to the Plat of Said Subdivision Recorded April 15, 1893, as Document Number 1850049; Together with the Vacated 16 Foot Alley Lying East of the East Line of Lot 5 and West of the West Line of Said Lots 1, 2, 3 and 4 in Said Block 2, Also Together with the Vacated Alley Lying South of and Adjoining Said Lot 4 in Block 2, Aforesaid, All in the South West ¼ of Section 07, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

PARCEL 5:
THAT PART OF LOT 16 IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF NOYES STREET, WHICH IS 323.8 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE OF NOYES STREET WITH THE CENTER LINE OF RIDGE AVENUE; THEN CONTINUING EAST ALONG THE NORTH LINE OF NOYES STREET, 125 FEET; THEN NORTH 115.5 FEET TO THE SOUTH LINE OF LAND FORMERLY OWNED AND OCCUPIED BY ALONZO BURROUGHS, BEING NOW THE SOUTH LINE OF A. BURROUGHS’ ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF LOT 15 AND THE EAST 145.5 FEET OF LOT 16 LYING WEST OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN ASSESSOR’S DIVISION, AFORESAID; THEN WEST ALONG THE LAST DESCRIBED LINE, 125 FEET TO THE EAST LINE OF THE WEST ½ OF SAID LOT 16 (BEING ALSO THE EAST LINE OF FOSTER AND KLINE’S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF THE LOT 16 IN ASSESSOR’S DIVISION, AFORESAID): THEN SOUTH ALONG THE LAST DESCRIBED LINE, 115.5 FEET TO THE PLACE OF BEGINNING, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 6:

LOTS 3 AND 4 IN FOSTER AND KLINE’S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF LOT 16 IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 7:

ALL THAT PART OF VACATED ERVIN COURT LYING SOUTH OF THE SOUTH LINE OF COLFAIX STREET AND NORTH OF THE NORTH LINE OF NOYES STREET, SAID ERVIN COURT HAVING BEEN VACATED BY CITY OF EVANSTON ORDINANCE DATED NOVEMBER 23, 1931, AND RECORDED MARCH 23, 1932, AS DOCUMENT NUMBER 11063489, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Real property address: 927 Noyes, Evanston, Illinois 60201

PIN: 11-07-114-027-0000
EXHIBIT 2

LEASE AND CONSTRUCTION AGREEMENT
LEASE AND CONSTRUCTION FOR THE PREMISES LOCATED AT 927 NOYES STREET, EVANSTON, ILLINOIS, BY AND BETWEEN

THE CITY OF EVANSTON, LANDLORD

AND

THE PIVEN THEATRE WORKSHOP, TENANT
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This Lease and Construction Agreement (the “Agreement” or “Lease”) is executed this ___ day of ________, 2013 (the “Effective Date”) by and between The City of Evanston, an Illinois home rule municipality (“Landlord”), whose main business office is located at 2100 Ridge Avenue, Evanston, Cook County, Illinois, and Piven Theatre Workshop, an Illinois not-for-profit corporation (“Tenant”). Landlord and Tenant may be referred to collectively as the “Parties”.

SECTION 1. DESCRIPTION OF PREMISES

Landlord leases to Tenant the theatre space (which is Room 102 and includes the Room 102 washroom), Room 103 (which includes the Room 103 washroom), Room 105 and Room 110 (which includes the Room 110 storage area), all located on the first floor of the property with a street address of 927 Noyes Street, Evanston, Illinois 60201 (the “Premises”), situated within the Landlord’s 3-story building located at the same common address and legally described on Exhibit A (the “Property”) and commonly known as the Noyes Cultural Arts Center (“NCAC”). The Premises prior to any renovation and construction is depicted as a footprint more fully depicted on Exhibit B (the “Original Premises”). The parties stipulate and agree that the square footage of the original premises is approximately 4,224 square feet. The Premises to be occupied by the Tenant following the completion of the renovation and construction contemplated herein, is illustrated on the attached Site Plan as Exhibit C and will consist of approximately 11,000 square feet (the “New Premises”).

The Property has various uses including artist workshops, resident young adult summer camp classes, art exhibits, and many other uses. The term “Common Facilities” as used in this Agreement will include those areas and facilities within the Property (outside of the Premises) for the nonexclusive use of Tenant in common with other authorized users, and includes, but is not limited to, sidewalks, parking area, planted areas (excluding the adjoining park area), common area restrooms and open means of ingress and egress. Tenant will have the nonexclusive right to use the Common Facilities, including the washrooms referenced above.

SECTION 2. TERM

A. INITIAL TERM: The initial term of this Agreement will be for approximately thirty (30) years and will commence retroactively on January 1, 2013, and shall end on the date that is twenty-eight (28) years after the Repayment Start Date (as defined in Section 8[A][2] below), subject to Section 3(B)(2) below. Tenant must provide Landlord with 180 days’ notice if they choose to renew the Agreement for the Premises.

B. OPTION TERMS: Provided Tenant is open and operating and is not otherwise in default beyond any applicable cure period, Tenant may extend this Lease (individually, an “Extension Option” and collectively, “Extension Options”) at its option, for four (4) immediately successive periods of five (5) years each (each an “Extended Term”) upon the same terms, covenants and conditions as herein provided. Each such Extension Option shall be exercised by Tenant delivering to Landlord written notice of such election, not less than 180 days prior to the commencement of the five (5) year period to which Tenant’s notice relates and upon the service of such notice, this Lease and the Term thereof shall be renewed and extended for the five (5) year period to which said notice relates. The exercise by Tenant of any one Extension Option shall not be deemed to impose upon Tenant any duty or obligation to renew for any further period of time, and that the exercise of any Extension Option shall be effective only upon the giving of notice of extension in accordance with the foregoing provisions.
C. AMENDMENT TO 2011 LEASE:

1. The Parties entered into an initial 10-month term lease agreement with two one-year options to extend the lease, dated March 1, 2011 for the Premises (the "2011 Lease") and attached as Exhibit D is a copy of the 2011 Lease.

2. On December 4, 2011, the Tenant exercised its one-year option under the 2011 Lease and executed an amended rent rate schedule (the "2012 Option"). The 2011 Lease and the 2012 Option are attached as Exhibit D.

3. Prior to entering into this Agreement, the Parties executed a one-year amendment to the 2011 Lease to extend the term of the agreement for an additional year, per Section 2(C) of the 2011 Lease, with certain terms (notably rent) amended, backdated for an effective date of January 1, 2013 to December 31, 2013 (the "2012 Lease Amendment"). If this Agreement is executed, the 2012 Lease Amendment shall be null and void.

SECTION 3. RENT

A. RATE: Tenant agrees to pay Landlord an annual rental payment (the "Rent") (i) for the initial term of this Agreement at the rate of $1.00 (One and no/100 Dollars) and (ii) for the first Extended Term, the annual rental payment will be $100,000.00 (One Hundred Thousand and no/100 Dollars), and Tenant shall be given a credit of $25,000.00 (Twenty-Five Thousand and no/100 Dollars) per year as consideration for the value of the pro bono services provided by Tenant during construction, for a net annual rental payment of $75,000.00 (Seventy-Five Thousand and no/100 Dollars) with the credit applied; and (iii) for the second Extended Term, the annual rental payment will be $100,000.00, and Tenant shall be given a credit of $25,000.00 per year as consideration for the value of the pro bono services provided by Tenant during construction, for a net annual rental payment of $75,000.00 with the credit applied; and (iv) for the third Extended Term, the annual rental payment will be $100,000.00, and Tenant shall be given a credit of $25,000.00 per year as consideration for the value of the pro bono services provided by Tenant during construction, for a net annual rental payment of $75,000.00 with the credit applied; and (v) for the fourth Extended Term, the annual rental payment will be $100,000.00, and Tenant shall be given a credit of $25,000.00 per year as consideration for the value of the pro bono services provided by Tenant during construction, for a net annual rental payment of $75,000.00 with the credit applied. The Rent for the initial term is due and payable on or before January 1st of each year. The Rent for the option periods shall be paid in equal monthly installments and is due on or before January 1st of each month in the amount of $6,250.00 (Six Thousand Two Hundred Fifty and no/100 Dollars) per month (with the credit applied).

B. CONDITIONS ON RATE:

1. If Tenant raises $355,000.00 (Three Hundred Fifty-Five Thousand and no/100 Dollars) ("Tenant Improvement Cash") (equates to 10% of the estimated cost of premises improvements) in cash for the premises improvements within 1 (one) year of commencement of this Lease (December 31, 2013), which date shall be extended to June 30, 2014 at the Tenant’s request with Tenant exercising reasonable efforts to raise the Tenant Improvement Cash, then the $1.00 Rent rate specified will continue for the remaining initial term and option terms and the Loan (more fully described in Paragraphs 8 and 9) will be granted.
2. In the event that the Tenant does not raise the required amount for the Premises Improvements (as set forth in Section 3(B)(1) above) by December 31, 2013, or June 30, 2014 if the Tenant exercises its right to extend such date to June 30, 2014, then the following will be applicable:

(a) This Agreement shall be deemed to be null and void and the 2012 Lease Amendment shall be reinstated;

(b) The Parties will execute a new lease agreement in the form of the 2011 Lease (attached hereto as Exhibit D) for a two (2) year term (the "New 2 Year Lease"), within 60 days of Tenant’s failure to raise the Tenant Improvement Cash. Tenant shall lease the Original Premises (as defined in Section 1) for a period of two (2) years commencing on January 1, 2014, and ending on December 31, 2015, and Tenant shall have no automatic extension options (or commencing on July 1, 2014, if Tenant exercised its right to extend the period to raise the Tenant Improvement Cash under Section 3(B)(1) to June 30, 2014, i.e. the New 2 Year Lease would commence on July 1, 2014, and end on June 30, 2016);

(c) Commencing January 1, 2014 or July 1, 2014, as applicable, Tenant shall submit monthly Rent payments under the New 2 Year Lease based on an annual rent rate of $59,136 ($14.00 per square foot of the Premises per annum) and the NCAC Property Fees within Section 3E are still applicable.

C. TENANT CONTRIBUTION PAYMENTS TO CAPITAL IMPROVEMENTS: If, and only if, the conditions under Section 3(B)(1) are timely met and the Loan is granted (and Section 3(B)(2) is not applicable), Tenant agrees to pay an annual fee of $6,624.97 (Six Thousand Six Hundred Twenty-Four and 97/100 Dollars) toward Property-wide infrastructure improvements, the contribution will begin on January 1, 2024 (the "Capital Improvement Fee"). The Capital Improvement Fee will be increased by not more than 2% on January 2, 2025, provided that in no event will the Capital Improvement Fee ever exceed an amount equal to (a) 4% of (b) an amount equal to $15.00 multiplied by the square footage of the Premises. The Capital Improvement Fee will be paid by Tenant in 2 equal installments on January 1 and July 1 of each calendar year.

D. Any and all PAYMENTS under this Lease shall be mailed to:

City of Evanston
Parks, Recreation, and Community Services Department
2100 Ridge Avenue, First Floor
Evanston, IL 60201

E. PROPERTY FEES SCHEDULE: Attached as Exhibit E is a schedule of fees for all tenants of the Property, if applicable, including Tenant ("NCAC Property Fees"). To the extent incurred by Tenant, the NCAC Property Fees specified on the fee schedule will be invoiced separately and shall be paid by the due date listed on the invoice. To the extent incurred by Tenant, the NCAC Property Fees are to be paid by Tenant regardless of the applicable rental rate specified in Section 3 (A) and (B) Tenant acknowledges that it will reimburse the City for use of the Common Facilities (as specified on Exhibit E) after the standard business hours set by the City and the Association, which hours shall not be less than
the following hours throughout the Term (including any Extended Term): 7:30 a.m. – 11:00 p.m. Monday – Saturday; 10 a.m. – 6:00 p.m. on Sunday (the “Business Hours”).

SECTION 4. COMMON FACILITIES

A. MAINTENANCE BY LANDLORD: The Parties will coordinate during the construction period of the LCO and Tenant’s Premises Improvements, to allow Landlord to have access to the Premises as necessary to allow Landlord to perform its obligations hereunder. Landlord will maintain in good repair and in compliance with all laws the common and structural facilities (including without limitation structural walls) and systems of the Property which shall include but not be limited to the following:

1. Exterior maintenance, including the foundation, exterior walls, slab, common area doors and roof and replacement and repair of windows;

2. A refuse container to be shared by all tenants in the Property to be located at the Property in reasonable proximity to the Premises. Landlord will contract, at Landlord’s cost, to have trash hauled from such container with reasonable frequency;

3. Electric facilities and systems, gas facilities and systems and the HVAC unit(s) and systems (including the portions of such systems serving the Premises exclusively);

4. Plumbing and water facilities and systems (including the portions of such systems serving the Premises exclusively);

5. Fire and life safety systems and fire alarm systems, including inspections thereof (including the portions of such systems serving the Premises exclusively);

6. Hallways, stair rails, and related elements, and restrooms and other Common Facilities, including the parking lot serving the Property;

7. Snow and ice removal, including salting, from front walkway of Premises and parking spaces in front of the Property within 24 hours of any snow event with accumulation of an 1 inch or more; and

8. Change light bulbs, ballasts and tubes in any fluorescent or comparable light fixtures in the Premises. Notwithstanding the foregoing, Tenant will change light bulbs, ballasts and tubes which are considered specialty lighting and related to performance activities.

B. MAINTENANCE BY TENANT:

1. Interior non-structural Premises maintenance and all fixtures and property within the Premises other than (a) utility, HVAC or fire/life safety facilities and systems and (b) any items Landlord is required to maintain pursuant to Section 4(A);

2. All refuse from Premises to be placed in appropriate containers and Tenant cannot dispose of construction building materials in the standard refuse containers and must arrange for special pick-ups and containers for said materials;
3. HVAC unit(s) owned by Tenant (of which there are none currently); and

4. The Tenant will at all times maintain all of the Premises in a clean, neat and orderly condition. The Tenant will not use the Premises in a manner that will violate or make void or inoperative any policy of insurance held by the Landlord. The Tenant shall pay the Landlord for overtime wages for staff and for any other related expenses incurred in the event that repairs, alterations or other work in the Premises required or permitted hereunder are not made during ordinary Business Hours (as defined in Section 3(E)) at the Tenant’s request.

5. Tenant will keep the interior non-structural portions of the Premises, including all interior, non-structural walls, surfaces and appurtenances (other than systems and any other items that Landlord is required to maintain pursuant to Section 4(A)), in good repair. Tenant shall be responsible for repairs, damages and losses for damages sustained outside the Premises to other NCAC tenant’s personal property or leased area attributable to Tenant’s negligence or intentional misconduct, subject to Section 15(E). All such damage must be reported in writing to the Director of Parks, Recreation and Community Services, or his/her designee, by the next City of Evanston business day, after discovery of such damage by Tenant.

6. Repairs by Tenant must have prior written approval by the Director of Parks, Recreation and Community Services, or his or her designee, and must occur within thirty (30) days of such approval unless the Director of Parks, Recreation and Community Services, or his or her designee, gives a prior written request or grants approval for an extension beyond the thirty (30) days (or unless such repairs cannot reasonably be completed within thirty (30) days, in which case, Tenant shall have such additional time as is reasonably required). If Tenant fails to make the necessary repairs by the date determined by the Lessor, the Landlord has the option to make the necessary repairs and Tenant agrees to promptly pay for those repairs upon presentation of an invoice by the Landlord to the Tenant. Tenant is required upon lease termination to leave space in good repair and condition. Maintenance and repair issues which constitute a life and safety hazard must be corrected within twenty-four (24) hours after discovery by Tenant, provided that the issue can be fixed within that time frame. If the issue cannot be fixed within twenty-four (24) hours after discovery by Tenant, the Tenant must provide a schedule for repair within one (1) business day after discovery by Tenant to the Director of Parks, Recreation and Community Services for approval, which cannot be unreasonably withheld.

SECTION 5. USE OF PREMISES

A. PURPOSES: Tenant will use the Premises to operate a theater, acting classes and other related business and uses incidental thereto, and no part of the Premises will be used for any other purpose without the prior written consent of Landlord (the “Permitted Use”). If Tenant endeavors to apply for a liquor license for the Premises, the Landlord gives its written consent for said application to be submitted and reviewed by the City in conformance with the City Code procedures, as amended. The City agrees to cause such license to be granted if Tenant meets applicable requirements.
B. HOURS OF OPERATION AND LANDLORD ACCESS:

1. Tenant’s use of the Premises shall only be for the permitted use. Tenant shall have the right to conduct its business in the Premises during the Business Hours (as defined in Section 3[E]) of the Property. In addition, Tenant’s staff, agents, employees and contractors may access the Premises twenty-four hours a day, seven days a week, but shall not have access to the interior Common Facilities after the Business Hours (as defined in Section 3[C]) of the Property. The Property will be closed on holidays/days as observed by the City of Evanston (but Tenant will still have access to the Premises).

2. The Landlord shall have the right to retain a set of keys to the Premises, and Tenant shall not change any locks for the Premises to any other lock, other than a lock consistent with the Landlord’s master lock for the Property. The Tenant shall permit the Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the Premises concealed to the greatest extent possible, above ceiling, under floor or in walls that don’t reduce the square footage of the Premises and don’t materially affect Tenant’s use of the Premises. The Landlord agents shall have the right to enter upon the 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 repairs, alterations, improvements or additions to the Premises or the NCAC, as the Landlord may deem necessary or desirable. Tenant will not cease any Loan payments while repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of the Tenant, or otherwise, provided Landlord shall complete such work as quickly as reasonably possible. Notwithstanding the foregoing, if a portion of the Premises is unusable for the purpose contemplated hereunder for a period of greater than 5 days (including, without limitation, as a result of a casualty or a condemnation or the repairs required in connection therewith), the fixed minimum monthly rental and Loan payment will be equitably reduced (and the Loan Payment allocable to such portion of the Premises for the period when such portion of the Premises are unusable shall be waived and forever forgiven by Landlord) in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage. Notwithstanding anything to the contrary contained herein, Landlord shall not have the right to alter the Premises except as expressly required or permitted hereunder. Notwithstanding the foregoing, if the repairs, alterations, improvements, or additions are at Tenant’s request or if the repairs are necessitated by Tenant’s actions, then the Tenant may not cease any rent or Loan payments for any period, unless the Premises are unusable as a result of the negligence or intentional misconduct of Landlord or its agents, employees or contractors. If the Tenant shall not be personally present to open and permit an entry into Premises, at any time, when for any reason an entry therein shall be necessary or permissible, the Landlord or the Lessor’s agents may enter the same by using the key, or may forcibly enter the same, without rendering the Landlord or such agents liable therefore (if during such entry the Landlord or the Lessor's agents shall accord reasonable care to Tenant’s property), and without in any manner affecting the obligations and covenants of this Lease.

3. Nothing herein contained, however, shall be deemed or construed to impose upon the Landlord any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the Premises or any part thereof, other than as herein provided. The Landlord shall also have the right at any time without the same
constituting an actual or constructive eviction and without incurring any liability to the Tenant therefore, to change the arrangement and/or location of Common Facilities, including entrances or passageways, doors and doorways, and corridors, stairs, toilets or public parts of the NCAC, and to close Common Facilities (as and when reasonably necessary for Landlord to perform its obligations hereunder or exercise its rights or as necessary due to Force Majeure), including entrances, doors, corridors or other facilities. The Landlord shall not be liable to the Tenant for any expense, injury, loss or damage resulting from work done by persons other than the Landlord in or upon, or the use of, any adjacent or nearby building, land, street, or alley.

C. LOCKING OF PREMISES: All doors to the Premises must be kept locked at all times except during the Business Hours (as defined in Section 3[E]). Tenant shall not open the door to anyone in the late hours. The door may not be propped open for any reason. During normal Business Hours (as defined in Section 3[E]) for the Property, patrons and users of the Property shall have access to the Common Facilities. Tenant shall not have use of Common Facilities after the Business Hours (as defined in Section 3[E]) unless Tenant pays the Facilities Fee (as specified in Exhibit E) for keeping the Property and the Common Facilities open.

D. STORAGE OF INFLAMMABLE MATERIALS: Tenant agrees that it will not permit to be kept at the Premises any gasoline, distillate or other petroleum product, or other substance of an explosive or inflammable nature as may endanger any part of the premises without the written consent of the Landlord, provided that Tenant can maintain customary cleaning products in the Premises.

E. USE IMPAIRING STRUCTURAL STRENGTH: The Tenant will not permit the Premises to be used in any manner that will impair the structural strength of the Premises, or permit the installment of any machinery or apparatus the weight or vibration of which may tend to impair the building’s foundations or structural strength.

F. GARBAGE DISPOSAL: The Tenant will not incinerate any garbage or debris in or about the Premises, and will cause all containers, rubbish, garbage and debris stored in the Premises to be placed in the refuse container supplied by Landlord for the Property before accumulation of any substantial quantity.

G. PUBLIC REGULATIONS: In the conduct of its business on the Premises, Tenant will observe and comply with all laws, ordinances and regulations of public authorities. Tenant acknowledges that the Property is owned by the City of Evanston and therefore no smoking will be permitted at the Property.

H. OTHER MISUSE: Tenant will not permit any unlawful or immoral practice with or without his knowledge or consent, to be committed or carried on in the Premises by Tenant or any other person. Tenant will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

I. PARKING REGULATIONS: The NCAC has a total of fifty (50) parking spaces, consisting of thirty-five (35) permit spaces (including four [4] marked for compact cars) and twelve (12) metered spaces and three (3) handicapped spaces in the Property parking lot, which is Lot #51 and is immediately adjacent to the Premises (the “Property Parking Lot”). The Landlord acknowledges that it will not decrease the total number of parking spaces in the Property Parking Lot during the Lease Term, but Landlord reserves the right to reconfigure the
parking lot and/or increase the parking spaces. For the permit parking spaces, annual parking permit fees shall be in accordance with the schedule previously referenced as Exhibit E and be billed separately. Parking permit fees are not prorated and will change over the Term of the Lease at the discretion of the Landlord. All annual parking permits issued will be billed on a monthly basis 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) the old permit or remnants of the old permit is returned displaying the lot number and the permit number minimally; or 2) proof that the vehicle was sold by producing a bill of sale.

Monthly and annual parking permits for the Property Parking Lot are authorized only for Leaseholders, Sub-Tenants, staff and/or students attending classes at Noyes on a regular basis and Landlord will not permit businesses (or other invitees) outside of the NCAC to get permits for the Property Parking Lot. Use of permits is on a first-come, first serve basis for spaces available in the Property Parking Lot. 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, Recreation and Community Services is obtained. Parking Permit privileges will be considered by the Director of Parks, Recreation and Community Services or designee for other regular NCAC users on a case-by-case basis. All Authorization Forms must be signed by Tenant or its authorized 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 NCAC, and for visitors and others using the NCAC, who are pre-approved by the Director of Parks, Recreation and Community Services or designee. Temporary parking permits are not available to parents or caregivers waiting for students attending classes or to attendees of performances. Tenant 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 driver’s license. Landlord will maintain the current parking lot serving the Property as a parking lot throughout the term of this Lease.

SECTION 6. LANDLORD IMPROVEMENTS

A. LANDLORD CONSTRUCTION OBLIGATIONS:

1. Prior to the commencement of construction of the Premises Improvements by Tenant (the “Premises Improvements”, defined below in Section 7), Landlord shall commence the construction of Landlord’s Construction Obligations (the “LCO”). An asbestos and lead study and assessment of the Property (the “Property Asbestos and Lead Assessment”) shall be performed by Landlord on or prior to August 31, 2013, and Landlord will provide Tenant with a copy of the report resulting from such inspection, study and assessment.

2. Following completion of the Property Asbestos and Lead Assessment, Landlord and Tenant shall meet and confer prior to September 30, 2013 to discuss the assessment recommendations. The Parties will evaluate the cost to perform the repair recommendations outlined in the Property Asbestos and Lead Assessment. If any asbestos, lead or other hazardous materials are discovered by Tenant after the date that Landlord completes the LCO and tenders possession of the Premises to Tenant, Landlord and Tenant will promptly meet and confer in order to determine what must be done to remove or abate such material. Notwithstanding anything to the contrary contained herein, Landlord will promptly remove or cause to be removed any asbestos discovered in the Premises as a result of the Asbestos and Lead Survey (the “Asbestos Removal Work”) or discovered by Tenant during the course of construction or
thereafter. Such Asbestos Removal Work will be part of the LCO, if the need for such work is discovered prior to the date that Landlord completes the LCO and tenders possession of the Premises to Tenant. In addition, Landlord will promptly abate any lead or other hazardous material discovered in the Premises as a result of the Asbestos and Lead Survey or discovered by Tenant during the course of construction or thereafter, to the extent required under applicable laws or governmental guidelines ("Abatement Work"). Such Abatement Work will be part of the LCO, if the need for such work is discovered prior to the date that Landlord completes the LCO and tenders possession of the Premises to Tenant. Notwithstanding the forgoing, if the parties determine when they meet and confer that the Premises Improvements that Tenant has not yet performed will impact the area that would be affected by the Asbestos Removal Work or the Abatement Work and, as a result it would make sense for Tenant to perform such work, then such Asbestos Removal Work or the Abatement Work, as applicable, will be performed by Tenant on Landlord’s behalf and at Landlord’s sole cost and expense. Landlord shall repay Tenant for any costs incurred by Tenant in connection with the Asbestos Removal Work or the Abatement Work performed by Tenant as such costs are incurred by Tenant, provided that Landlord shall not required to disburse any portion of such costs until the date that is 30 days after the submission to Landlord of invoices with respect to such costs and provided further that Landlord shall not required to make such disbursements more than once in any calendar month. If the Asbestos Removal Work or the Abatement Work is performed by Landlord, Landlord will restore the area affected thereby, except to the extent that Tenant is going to be performing Premises Improvements therein that would destroy or materially damage such restoration work or that would result in such restoration work being unnecessary. If the discovery of any asbestos, lead or other hazardous materials or any Asbestos Removal Work or Abatement Work delays the performance of the Premises Improvements by Tenant, then the Tenant’s Delivery Date shall be extended to the extent of any such delays.

3. Landlord shall tender possession of the Premises to Tenant in sound structural condition. If Tenant discovers that the Premises are not sound structural condition after the date that Landlord tenders possession of the Premises to Tenant, Landlord and Tenant will promptly meet and confer in order to determine what must be done to remedy such issue and Landlord agrees that any such issue will be remedied by Landlord (the "Structural Remedial Work"), at Landlord’s sole cost and expense, promptly after discovery. Notwithstanding the forgoing, if the parties determine when they meet and confer that the Premises Improvements that Tenant has not yet performed will impact the area that would be affected by the Structural Remedial Work and, as a result it would make sense for Tenant to perform such work, then such Structural Remedial Work will be performed by Tenant on Landlord’s behalf and at Landlord’s sole cost and expense. Landlord shall repay Tenant for any costs incurred by Tenant in connection with the Structural Remedial Work performed by Tenant as such costs are incurred by Tenant, provided that Landlord shall not required to disburse any portion of such costs until the date that is 30 days after the submission to Landlord of invoices with respect to such costs and provided further that Landlord shall not be required to make such disbursements more than once in any calendar month. If the Structural Remedial Work is performed by Landlord, Landlord will restore the area affected thereby, except to the extent that Tenant is going to be performing Premises Improvements therein that would destroy or materially damage such restoration work or that would result in such restoration work being unnecessary. If the discovery of any structural issues or any Structural Remedial Work delays the performance of the
Premises Improvements by Tenant, then the Tenant’s Delivery Date shall be extended to the extent of any such delays.

4. The work that comprises the LCO shall be performed by Landlord, at Landlord’s sole cost and expense, and shall be coordinated with the construction of the Premises Improvements so that all construction can take place in an efficient and orderly manner and all the work that comprises the LCO shall be completed prior to Tenant’s commencement of the Premises Improvements. The LCO shall include the work more fully described on Exhibit F and any work identified as part of the LCO in this Agreement.

B. PERFORMANCE OF LANDLORD IMPROVEMENTS: The date upon which the Landlord substantially completes the LCO and delivers the New Premises to Tenant shall be defined herein as “Landlord’s Delivery Date”. From and after the Landlord’s Delivery Date, any reference in this Lease to the Premises shall be deemed to be a reference to the New Premises. Subject to Force Majeure and any Tenant delays, Landlord shall use due diligence and commercially reasonable efforts to ensure that Landlord’s Delivery Date shall occur no later than January 1, 2014. If Landlord needs an additional 3 months to complete the LCO and upon written notice to Tenant, Landlord shall indicate the new Landlord’s Delivery Date. If the Landlord wishes to extend the Landlord’s Delivery Date beyond 3 months, then Landlord will have to provide its progress towards completion of the LCO and a punch list of remaining items, provided that Landlord may not extend Landlord’s Delivery Date more than an additional 3 months, plus such additional time as may reasonably be required for Landlord to perform any work to be performed by Landlord pursuant to Section 6[A][2] and [3]. If Tenant requests and is granted additional time to raise the Cash Contribution to June 30, 2014 as indicated below in Section 8[A][3][a], then Landlord’s Delivery Date shall also be adjusted to June 30, 2014.

1. All architectural plans, diagrams, specifications and other data necessary for LCO shall be produced by Landlord at its sole cost and expense (the “Landlord’s Plans”).

2. Landlord shall construct the LCO free from any and all hazardous substances, including but not limited to free from asbestos containing materials. Landlord shall perform all work outlined in Exhibit F and performed in compliance with all applicable laws, codes and regulations.

3. **Landlord Finish.** Following Landlord’s Delivery Date, Tenant shall have full and unrestricted access to the Premises for the purpose of performing the Premises Improvements pursuant to Tenant’s Plans. As a requirement of Landlord’s delivery of the LCO in a state of “substantial completion” (defined in Paragraph 6(D) below), Landlord shall provide Tenant with no less than ten (10) days prior written notice that it is delivering the LCO. Landlord shall coordinate inspecting the LCO with Tenant to develop punch list items to be completed by Landlord within a commercially reasonable time. As used herein, the term “punch-list items” shall mean details of construction, decoration and mechanical adjustment which, in the aggregate, are minor in character and do not materially adversely affect Tenant’s ability to perform the Premises Improvements or to operate in the Premises.

4. **Landlord Construction Indemnification.** Landlord hereby indemnifies, defends and holds Tenant and Tenant’s shareholders, officers, directors, employees and agents harmless from and against any costs, claims, expenses (including, without
limitation, reasonable attorney’s fees) or liabilities resulting from any injury or death of any person or persons or any damage to property that arises from or relates to the LCO work performed by Landlord in the Premises and in the construction of the Property and Building if the same are caused by negligence, gross negligence or willful misconduct of Landlord or its contractors or other parties participating in the construction of the LCO. This provision shall expressly survive the termination or expiration of this Lease.

C. COORDINATION OF WORK: If Landlord and Tenant mutually determine that it is possible for Tenant to commence any portion of Premises Improvements prior to Landlord’s Delivery Date, Tenant may, at its option, commence Premises Improvements prior to the full satisfaction of Landlord’s Delivery Requirements. Landlord and Tenant shall mutually cooperate with each other in order for Landlord to satisfy Landlord’s Delivery Requirements; provided, however, the foregoing shall not be deemed to obligate Landlord to execute any document or consent whereby Landlord would incur any obligation or liability in connection with the Premises Improvements.

D. SUBSTANTIAL COMPLETION: For purposes of this Lease “substantially complete” and/or “substantial completion” shall be defined as the completion of Premises Improvements to the extent that Tenant can commence performance of Tenant’s business in all material respects and to the extent that the remaining items to be completed are only minor punch list items and that such minor punch list items shall not impair or prevent Tenant from obtaining a certificate of occupancy or other such similar document permitting Tenant to open in the Premises for the Permitted Use, following the completion of the Premises Improvements.

SECTION 7. TENANT IMPROVEMENTS

A. SITE PLAN: All interior improvements to the Premises which are required for Tenant’s Permitted Use and which are not part of LCO or as otherwise specifically set forth in this Lease as Landlord’s obligation shall be deemed “Premises Improvements.” The performance of Premises Improvements shall be done at Tenant’s sole cost and expense in accordance with Tenant’s Site Plan. All architectural plans, specifications, diagrams, and other data necessary for the completion of the Premises Improvements are will be paid by the Tenant with no right of reimbursement by Landlord. Tenant represents, covenants and agrees, that it shall perform all site work to develop the Premises consistent with the terms of this Lease and the Site Plan. Notwithstanding any provision contained herein to the contrary, in the event of any conflict between the provisions of Exhibit C and the terms of this Lease, Exhibit C shall prevail. Notwithstanding anything to the contrary contained herein, Tenant shall have no obligation to perform the Premises Improvements if Section 3 (B)(2) is applicable or Landlord does not grant Tenant the Loan.

B. TENANT CONSTRUCTION OBLIGATIONS:

1. Premises Improvement Commencement Date. Tenant hereby agrees that on or prior to the date that is thirty (30) days after Tenant’s receipt of Tenant’s Contribution (defined in Section 8(A)(3) below), Tenant shall submit Tenant’s Plans and building specifications to the City of Evanston Permit Division and use due diligence and commercially reasonable efforts to obtain its Permits. Neither party’s approval of the other party’s plans shall create responsibility or liability on the part of such approving party for the completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities of such plans. Tenant shall provide at least 90 days’ notice to Landlord of its intention and ability to start the Premises
Improvements, to allow Landlord adequate time to relocate tenants to existing spaces within the Property and also provide the other NCAC tenant’s time to relocate to another space outside of the NCAC.

2. **Changes to Approved Plans.** No material modifications or alterations in the Site Plan (except those with a value of less than $1,000.00) shall be made without the express written consent of the Landlord. The Tenant shall distribute a copy of all plans submitted for permit for review and comment, including all engineering, electrical, plumbing, and signage plans.

3. **Premises Improvements Delivery Date.** Tenant shall reconstruct and develop the Premises Improvements free from any and all hazardous substances, including but not limited to free from asbestos containing materials. Tenant shall perform all work in accordance with applicable laws. The date upon which the Tenant “substantially completes” (defined in Paragraph 6(D)), the Premises Improvements shall be defined herein as “Tenant’s Delivery Date”. Subject to Force Majeure and any Landlord delays (including, without limitation, any failure by Landlord to relocate the basement or second floor tenants within the ninety [90] day period required under Section 7[B][9]), Tenant shall use due diligence and commercially reasonable efforts to ensure that Tenant’s Delivery Date shall occur no later than December 31, 2015, provided that, in addition to extensions to reflect delays in completion of the Premises Improvements caused by Force Majeure or Landlord delays, such date shall be extended by one (1) day for (a) each day beyond January 1, 2014 until the Landlord’s Delivery Date occurs (if the Landlord’s Delivery Date does not occur on or prior to January 1, 2014); and (b) each day that Landlord does not disburse Loan proceeds when due and payable to Tenant under this Agreement.

Subject to Force Majeure and any Landlord delays, if Tenant’s Delivery Date does not occur on or prior to June 30, 2016, such failure shall be considered an event of default of this Lease, provided that, in addition to extensions to reflect delays in completion of the Premises Improvements caused by Force Majeure or Landlord delays, such date shall be extended by one (1) day for (i) each day beyond January 1, 2014 until the Landlord’s Delivery Date occurs (if the Landlord’s Delivery Date does not occur on or prior to January 1, 2014 or June 30, 2014, if the LCO is extended because Tenant is granted additional time to raise the Cash Contribution to June 30, 2014) and (ii) each day that Landlord does not disburse Loan proceeds when due and payable to Tenant under this Agreement. However, if Tenant on or before December 31, 2015, provides written notice to Landlord prior to the Tenant’s Delivery Date of a request for an extension, Landlord shall grant Tenant an additional 6 months to complete construction if Tenant provides a reasonable basis for delay and a punch list of remaining items to complete. In the event that the Tenant cannot cure the default with the extension, the Landlord may finish the construction at the Tenant’s expense and add the reasonable costs of said construction to the then current balance of the Loan. However, Landlord is under no obligation to complete the construction of the Premises Improvements.

4. **Acceptance of the Premises by Landlord.** On the Tenant’s Delivery Date, a designated representative from Landlord and Tenant shall meet at the Premises and write a list of punch-list items. If the punch-list items are not completed within thirty (30) days after the Delivery Date, Landlord shall send written notice of the remaining items and if they are not completed in fifteen (15) days, Landlord may complete the items on the punch list and invoice the cost to Tenant incurred by Landlord.
5. **Tenant Construction Indemnification.** Subject to Section 15(E), Tenant indemnifies, defends and holds Landlord and Landlord’s shareholders, officers, directors, employees and agents harmless from and against any costs, claims, expenses (including, without limitation, reasonable attorney’s fees) or liabilities resulting from any injury or death of any person or persons or any damage to property that arises from or relates to any and all work performed by Tenant in the Property if the same are caused by negligence, gross negligence or willful misconduct of Tenant, its contractors, and other parties participating in the construction of the Premises Improvements. This provision shall expressly survive the termination or expiration of this Lease.

6. **Fixtures.** All trade fixtures and equipment installed by Tenant in or on the Premises (including furniture, satellite communication dish and equipment, registers, other equipment, shelving and signs) shall remain the property of Tenant and Tenant may remove the same or any part thereof at any time prior to or at the expiration or earlier termination of this Lease. Tenant shall repair at its own expense any damage to the Property caused by the removal of said fixtures or equipment by Tenant. This provision shall expressly survive the termination or expiration of this Lease.

7. **Construction Performance.** Tenant acknowledges that the other NCAC Tenants will be impacted by the construction and Tenant will use all reasonable efforts and to the extent practicable in accordance with standard construction procedures to remove all construction debris, materials and dirt from the Common Facilities area. In addition, Tenant will abide by the City of Evanston’s noise ordinance and perform construction activities during the appropriate time periods permitted. Lastly, Tenant will use appropriate materials to erect a barrier between the Premises and the remainder of the Property during the period of construction.

8. **Certificate of Occupancy.** Prior to the date Tenant opens the Premises for business to the general public, Tenant shall be responsible, subject to the provisions hereof, for obtaining a certificate of occupancy for the Premises. If, upon the completion of Premises Improvements (as defined herein), a certificate of occupancy is not issued due to: (i) incomplete or incorrect items of Landlord’s Work; or (ii) related to any violations arising prior to the Effective Date or open permits at the Property which are unrelated to Premises Improvements or Tenant’s Permits; or (iii) non-compliance of the Property or any portion thereof (other than any Premises Improvements or any portion that is Tenant’s responsibility to repair and maintain) with applicable laws, codes and regulations, then, in such event, Landlord will correct the same and the Rent Commencement Date and the Repayment Start Date (as defined in Section 8[A][2]) will be delayed for a number of days equal to the number of days that Tenant is delayed from opening for business by reason thereof (provided Tenant shall give written notice of such impossibility upon the occurrence thereof). A “certificate of occupancy” shall mean a certificate of occupancy or any equivalent documentation which confirms that Landlord’s Work and Premises Improvements, as applicable, has been completed and that the Premises are available for Tenant to take possession, fixture, merchandise and open for business.

9. **Basement NCAC Tenants.** Tenant shall provide the Landlord with at least 90 days’ written notice of its intention to occupy the basement of the NCAC during the period of construction for the Tenant Improvements. Landlord will ensure that all basement tenants and their personal property and equipment in the construction area is removed, except for equipment which is attached to the Property, and that the basement
will be vacated within the 90 day time frame prior to construction. After the basement tenants have vacated the applicable construction area, Tenant shall be permitted access to the basement for construction. Tenant shall use all reasonable efforts to finish its construction in the basement area as soon as practicable. Tenant shall provide Landlord notice that Tenant no longer needs to occupy the basement of the NCAC for construction and the tenants can return for use of the Property. If Tenant needs access to the basement after the basement tenants return for additional construction related activities, Landlord will make arrangements to provide access as reasonably required. Tenant shall exercise due care to not damage any remaining equipment or fixtures in the basement during its use of the basement during construction of the Tenant Improvements.

SECTION 8. OVERVIEW OF TENANT IMPROVEMENT COSTS

A. TENANT CONSTRUCTION COST:

1. The Parties estimate that the total cost of the Premises Improvements will be $3,550,000 (Three Million Five Hundred Fifty Thousand Dollars) (the “Total Cost of Premises Improvements”). The Tenant will be constructing the Premises Improvements. The financing of the Premises Improvements will be done through a combination of Tenant fundraising, private financing (at Tenant’s option) and City financing as a loan to the Tenant (the “Loan” or the “Landlord’s Loan”), as more fully described hereafter.

2. Landlord’s Loan:

(a) The Landlord’s Loan is estimated to be approximately 62% of the Total Cost of Premises Improvements. The funding of the Landlord’s Loan to the Tenant is in the amount of up to $2,200,000.00 (Two Million Two Hundred Thousand and no/100 Dollars) (the “Maximum Loan Amount”), together with interest at the fixed rate of 2% per annum (the “Interest Rate”), which the Tenant agrees to pay with respect to the unpaid outstanding principal amount of the Loan commencing on the Repayment Start Date until the Loan has been paid in full; interest shall not be payable and the Loan will not accrue interest until the second anniversary of the Tenant Work Completion Date [subject to further negotiation]. The Loan shall be contingent upon the Tenant obtaining the Tenant Improvement Cash. Tenant will also obtain funding for the balance of the cost of the construction of the Premises Improvements in excess of the Landlord’s Loan and the Tenant Improvement Cash. The Tenant will commence payments on the date (the “Repayment Start Date”) that is 2 (two) years after construction of the Premises Improvements is completed (the “Tenant Work Completion Date”), provided that if the Repayment Start Date is not the first day of the calendar month, then the Repayment Start Date will be delayed until the next date that is the first day of a calendar month. The Landlord’s Loan will be secured by the fixtures, equipment, and personal property that the Landlord’s Loan will fund and the City will file a UCC Financing Statement against said items with the Illinois Secretary of State, and Tenant hereby consents to such filing.

(b) If any Loan Default (as defined in Section 20[A][5]) has occurred and is continuing, Tenant agrees, with respect only to the period when such Loan Default is continuing, to pay interest in respect of the outstanding principal
amount of the Loan at a default rate equal to the Interest Rate plus .25% per annum.

3. **Tenant’s Total Contribution:** The funding to be provided by Tenant in the amount of $1,350,000.00 (One Million Three Hundred Fifty Thousand and no/100 Dollars) shall be raised by Tenant in a combination of cash, pro bono commitments, pledges, and private bank financing (at Tenant’s option).

    (a) **Cash Contribution:** While all categories are recognized as significant and substantial towards the success of the project, Tenant is obligated to have raised $355,000.00 (Three Hundred Fifty Five Thousand Dollars and no/100) in cash pursuant to the time restrictions outlined in Section 3[B][1] (the “Cash Contribution”). It is Tenant’s intent to have all of the other elements of the Tenant’s Contribution in place no later than December 31, 2014, and such elements must be in place prior to completion of construction of the Premises Improvements.

    (b) **Premises Improvements Timeline:** Once Tenant has obtained the Cash Contribution, Tenant will so inform Landlord with written documentation for Landlord’s review, and Landlord will provide the funding of Landlord’s Loan in draws in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., as detailed below, not more than 30 days after receipt of such notice and independent review of the proof of the Cash Contribution. Tenant will provide Landlord with a schedule of dates, in accordance with this Agreement, to summarize the construction schedule for the process to complete the improvements (the “Premises Improvements Schedule”).

    (c) **Subordination.** As described above, Landlord shall provide Tenant with Landlord’s Loan to contribute to the cost of construction of the Premises Improvements. Landlord’s Loan shall be subordinated to the private financing to be obtained by Tenant and Landlord will execute any reasonable documentation establishing such subordination. Tenant acknowledges and agrees that the private lender cannot secure its loan with a mortgage against the Property, nor will the City guaranty the private financing to Tenant.

4. **Payments:**

    (a) Commencing on the fifteenth day of the month containing the Repayment Start Date and on the fifteenth day of each month thereafter; Tenant shall remit payment in equal monthly installments for eight (8) years (the “Initial Eight Years”) and each such monthly payment shall be applied first to interest and any remainder of each such monthly payment shall be applied to principal. Each monthly payment shall be Four Thousand One Hundred Sixty-Six and 67/100 Dollars ($4,166.67).

    (b) Commencing on the fifteenth day of the month following the Initial Eight Years and on the fifteenth day of each month thereafter; Tenant shall make payments of principal and interest in equal monthly installments based on the Interest Rate and the daily principal balance of the Loan based upon an
amortization schedule of twenty (20) years such that the remaining balance of the Loan shall be paid in full twenty (20) years thereafter.

(c) For purposes of illustration only, a Loan repayment schedule is attached as Exhibit G, such schedule assumes a repayment start date of January 1, 2017. The parties will revise the illustrative Loan repayment schedule once the actual Repayment Start Date is known. [Subsection will be further amended following negotiation]

5. **Pre-payments.** The Tenant may prepay the Loan, in whole or in part, at any time and from time to time, without premium or penalty.

6. **Interest.** Interest payable on the Loan shall be calculated on the basis of the actual days elapsed in a 360-day year.

7. **Making of Payments.** All payments of principal of, or interest on, the Loan shall be made in Dollars and in immediately available funds to Landlord at its principal office at 2100 Ridge Avenue, Room 4000, Evanston, Illinois, Attn: Hitesh Desai. All such payments shall be made not later than 5:00 pm on the due date and funds received after that hour shall be deemed to have been received by the Landlord on the next following Business Day.

8. **Conditions To Effectiveness.** The obligation of the Landlord to make any disbursement of Loan proceeds (an “Advance”) under the Loan shall not become effective until the date on which the following conditions are satisfied (or previously waived in writing by Landlord): (i) no event of default shall exist hereunder and (ii) Tenant obtaining the Tenant Construction Cash.

9. **Advances.**

(a) On the Tenant Work Completion Date, if all of the conditions in Section 8[A][8] have been satisfied, Landlord shall make an initial advance (the “Initial Advance”) to Tenant in an amount equal Tenant’s project-related costs (including, without limitation, Tenant’s construction costs and costs incurred by Tenant to prepare plans and specifications and other soft costs) incurred prior to the Tenant Work Completion Date with respect to the Premises. In addition to the other requirements set forth in this Agreement, prior to and as a condition of the making of any Advance by Landlord under this Agreement, other than the Initial Advance, Tenant shall submit (i) a draw request (a “Draw Request”), executed and acknowledged by Tenant’s general contractor for the Premises Improvements (the “General Contractor”), reflecting the nature and extent of all work done, indicating the state to which construction has progressed, and with the General Contractor’s certification that all work has been done and materials installed in substantial compliance with the Final Improvement Plans (as defined in Section 8[B][2]), (ii) a duly executed and acknowledged lien waiver in form acceptable to Landlord (acting reasonably) from the General Contractor for the payment requested on the above-described payment application, and (iii) invoices or proof as to payment of construction bills and approved project-related costs not listed on the payment application described above.
(b) Tenant shall submit such inspection reports, statements showing itemization of present and prospective expenditures, a statement of items due and unpaid, and a list of items necessary for completion, as reasonably requested by Landlord and such other items as Landlord reasonably may require to establish the progress of construction; Landlord may elect to inspect the Premises and the Premises Improvements from time to time and at all reasonable times during construction. Tenant will permit Landlord and its representatives and agents to enter upon the Premises and to inspect the Premises Improvements and all materials to be used in the construction thereof and to cooperate and cause any contractor or sub-contractor to cooperate with Landlord and its representatives and agents during such inspections.

(c) Landlord, in its reasonable discretion, must have approved in advance any change order included in the above-described payment application that (i) would affect the structural integrity of the Premises or (ii) increase the contract amount by more than $100,000 in the aggregate for all changes in one month. If a request for an Advance includes the cost of stored materials, (i) such materials must actually be or have been delivered and stored at the construction site and be covered by the General Contractor’s builder’s risk policy or (ii) Tenant must provide a copy of the certificate of insurance for a bonded warehouse in which such materials are stored.

(d) Before making the final Advance, Landlord may require Tenant to provide a duly-executed and acknowledged final lien waiver and release from the General Contractor.

10. **Timing of Advances.** Landlord shall have no obligation to make Advances more frequently than once per month. Landlord must receive all materials described in Section 8[A][9][a] and [b] no later than the last day of each month. Landlord shall have until the 30th day of the following month to make such Advance; provided, however, that Landlord reserves the right to require reasonable additional time if reasonably necessary for Landlord or its representatives to inspect satisfactorily the work completed to date.

11. **Method of Making Advances.** Upon receipt of a Draw Request and compliance by Tenant with all the applicable terms and conditions set forth in this Agreement, Landlord will advance funds to Tenant in accordance with the progress of construction and the value of the Premises Improvements (not to exceed their cost) and other approved project-related costs (which shall include, without limitation, all construction costs, including soft costs, permit costs and other related costs), as reasonably determined by Landlord. Each Advance shall be made only for improvements that have actually been made and are in accordance with the requirements of Landlord for making an Advance and other project related costs. In no event will Landlord disburse funds in excess of Tenant’s costs or fees. Landlord has the right to reject and require to be replaced or repaired any material or work that is not in substantial compliance with the Final Improvement Plans and no Advance shall be made for such rejected work, until it is corrected. Tenant shall furnish to Landlord from time to time, whenever reasonably requested, itemized statements showing prospective expenditures, expenditures due and unpaid, and items necessary for completion, and will support such statements with receipted bills, affidavits, lien waivers, and/or reasonable evidence reasonably satisfactory to Landlord.
B. **COMMENCEMENT OF DISTRIBUTION OF LANDLORD’S LOAN:** The Loan funds shall NOT be paid out until:

1. City of Evanston Council has approved this Agreement (which will occur before the parties execute and deliver this Agreement);

2. This Agreement is executed;

3. The preliminary Site Plan attached as Exhibit C is finalized and accepted by both Parties (the “Final Improvement Plans”), provided that if Landlord approves a change to such plans (which approval shall not be unreasonably withheld), the Final Improvement Plans shall be deemed to incorporate such change. The parties agree that Landlord’s Loan funds shall be disbursed to Tenant in accordance with Section 8[A] of this Agreement. The parties agree that the Final Improvement Plans will include the following for review by the Landlord: schematic drawings, time frames for completion, value of improvements; and,

4. Tenant has secured cash contributions of at least $355,000.00 (Three Hundred Fifty Five Thousand Dollars and no/100).

SECTION 9. **SIGNS**

Tenant may apply for signage for the exterior and interior of the Premises, at its own expense, in order to conduct the business of Tenant. Tenant acknowledges that there are limitations from the City of Evanston Municipal Code of 2012, as amended, and the Code governs the application process and the details regarding size, type, and number of signs and Tenant agrees to be bound by such ordinances. Landlord cannot make representations in a lease agreement that Tenant shall be entitled additional signage, a certain number of signs and/or dimensions of proposed signage, because the Tenant must make an application to the Sign Review Board, as provided by Code, but Landlord will not withhold its consent to a reasonably sized sign over the new entrance to the Premises.

SECTION 10. **DEFECTS; DEFECTIVE CONDITION; WIND; ACTS OF THIRD PERSONS**

Except as provided by Illinois law and except to the extent arising from the negligence or intentional misconduct of Landlord or its agents, employees or contractors, or from the breach of this Lease by Landlord, Landlord will not be liable to Tenant for any damage or injury to Tenant or Tenant’s property occasioned by the failure of Landlord to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or downspout or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster, or stucco, nor for any damage or injury arising from any act, omission or negligence or co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Landlord’s agents or Landlord, all claims for any such damage or injury being hereby expressly waived by Tenant. Notwithstanding the
foregoing, if any portion of the Premises unusable for the purpose contemplated hereunder for a period of greater than 5 days, the fixed minimum monthly rental and Loan payment will be equitably reduced (and the Loan payment allocable to the period when the Premises are unusable shall be waived and forever forgiven by Landlord) in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage.

SECTION 11. CASUALTY DAMAGE; REPAIRS; ABATEMENT OF RENT

A. USE OF PARTIALLY DAMAGED PREMISES: On damage or destruction by a casualty to the Premises, Tenant will continue to use them for the operation of its business to the extent practicable.

B. RIGHT TO TERMINATE ON DESTRUCTION OF TWO-THIRDS OF PREMISES: Either Party will have the right to terminate this Agreement if, the Premises is damaged by a casualty to an extent exceeding two-thirds of the reconstruction cost of the Premises as a whole. If such damage occurs, this Agreement will be affected by written notice to the other Party, delivered within 90 days of the damage.

C. REPAIRS BY LANDLORD: If the Premises are damaged or destroyed by a casualty before or after the start of the Agreement, then Landlord will immediately, on receipt of insurance proceeds paid in connection with casualty damage, but no later than sixty days after damage has occurred, proceed to repair the premises. Repairs will include any improvements made by Landlord or by Tenant with Landlord’s consent, on the same plan and design as existed immediately before the damage occurred, subject to those delays reasonably attributable to governmental restrictions or failure to obtain materials, labor or other causes, whether similar or dissimilar, beyond the control of Landlord. Materials used in repair will be as nearly like original materials as reasonably procured in regular channels of supply. Wherever cause beyond the power of the party affected causes delay, the period of delay will be added to the period in this lease for completion of the work, reconstruction or replacement.

D. REDUCTION OF RENT/LOAN DURING REPAIRS: If a portion of the Premises is unusable for the purpose contemplated hereunder for a period of greater than 5 days, the fixed minimum monthly rental and Loan payment will be equitably reduced (and the Loan payment allocable to such portion of the Premises for the period when such portion of the Premises are unusable shall be waived and forever forgiven by Landlord) in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage. No rent (or Loan payment) will be payable while the Premises is wholly unoccupied pending the repair of casualty damage (and such Loan payment shall be forgiven in accordance herewith).

E. FIRE AND CASUALTY. If the Premises are entirely destroyed by fire or another act of God, and Landlord elects to not rebuild the Premises, then this Agreement shall be terminated effective as of the date of the casualty.

SECTION 12. REPAIRS AND MAINTENANCE

Except to the extent any of the following is Landlord’s obligation pursuant to Section 4(A), Tenant shall keep the interior, non-structural portions of the Premises in a clean condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at Tenant’s own
expensive, and shall yield the same back to Landlord, upon the termination of this Agreement, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness and repair as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Except to the extent any of the following is Landlord’s obligation pursuant to Section 4(A), Tenant shall make all necessary repairs and renewals upon Premises and replace broken fixtures with material of the same size and quality as that broken. If, however, the Premises shall not thus be kept in good repair and in a clean condition by Tenant, as aforesaid, Landlord may enter the same, or by Landlord’s agents, servants or employees, without such entering causing or constituting a termination of this Agreement or an interference with the possession of the Premises by Tenant, and Landlord may replace the same in the same condition of repair and cleanliness as existed at the date of execution hereof, and Tenant agrees to pay Landlord, in addition to the rent hereby reserved, the expenses of Landlord in thus replacing the Premises in that condition. Tenant shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

Tenant will also be in compliance with all laws and regulations during the entire term of this Agreement, except for repairs required of the Landlord to be made and damage occasioned by fire, hurricane or other causes as provided for in this Agreement.

SECTION 13. UTILITIES

Landlord agrees to pay before delinquency all charges for gas, water, heat, electricity, power and other similar charges incurred by Landlord or Tenant with respect to the Premises or the Property during the Term of this Agreement and Tenant’s occupancy of the Premises.

SECTION 14. TAXES

If applicable, Tenant will pay before delinquency all taxes levied on Tenant’s fixtures, equipment and personal property on the demised Premises, whether or not affixed to the real property. Landlord will pay all real estate taxes for the Property.

SECTION 15. INSURANCE

A. INSURANCE COMPANIES: It is agreed that any policies of insurance to be maintained by the respective parties will be obtained from good and solvent insurance companies. Only companies with an “A” Policyholder’s Rating with the Alfred Best Company will be acceptable.

B. TENANT TO OBTAIN LIABILITY INSURANCE: Tenant agrees that it will, at its expense, maintain a policy of insurance, written by responsible insurance carriers, approved by Landlord that will insure Tenant against liability for injury to or death of persons or damage to property occurring about the Premises. Landlord will be named as an additional insured. The liability under insurance will be at least $1 million for any one person injured or killed or any one occurrence, $2 million general aggregate coverage for any one accident, and $100,000.00 property damage. Tenant will obtain an endorsement and Certificate of Insurance naming the Landlord as an additional insured from Tenant’s carrier (during the term of the Lease, including Premises Improvement construction) and all contractors during the construction of the Premises Improvements and any other renovation or construction at the Premises.
C. TENANT TO OBTAIN WORKER’S COMPENSATION INSURANCE: Tenant agrees to maintain employees’ Worker’s Compensation insurance required under Illinois law.

D. TENANT TO OBTAIN INSURANCE ON FIXTURES AND EQUIPMENT: The Tenant agrees to maintain on all trade fixtures and personal property in the Premises, a policy of insurance approved by the Landlord of at least __90__% of the insurable replacement value of all trade fixtures and personal property.

E. LANDLORD TO OBTAIN FIRE INSURANCE ON PREMISES: Landlord agrees to maintain during this Agreement, a policy of property insurance covering any peril generally included in the classification ISO Causes of Loss – Special Form (a “Special Form Policy”) and covering at least __80__% of the full replacement cost of the Premises and Property. If permitted without additional charge, Landlord will cause to be endorsed on its property insurance, and any extended coverage policy or policies, the waiver of right of subrogation. Landlord hereby agrees to waive any claims against Tenant and its agents and employees to the extent the same could be covered by a Special Form Policy.

F. TENANT’S WAIVER OF CASUALTY INSURANCE PROCEEDS: If the Premises are damaged by fire or other casualty insured against, Tenant agrees to claim no interest in any insurance settlement arising out of any loss where premiums are paid by Landlord, or where Landlord is named as sole beneficiary, and that it will sign all documents required by Landlord or the insurance company necessary in connection with the settlement of any loss.

G. CONTROL OF INSURANCE PROCEEDS TO AVOID TAXABLE GAIN: If the Premises, including any improvements, were to be damaged in any manner, and the receipt of any insurance proceeds or other reimbursement for such damage would result in the realization of taxable gain for federal or state purposes, then the party to whom the gain would be taxed will have the right to take all action respecting proceeds or reimbursements necessary to enable party to comply with any regulations of the appropriate taxing authorities, so that the gain will not be recognized for tax purposes. Nothing here will be construed to entitle Landlord to delay any repairs to any part of the improvements in the event of damage.

H. TENANT’S FAILURE TO INSURE: Should Tenant fail to keep in effect and pay for insurance as required by this section and then fail to cure such failure within ten (10) days after notice from Landlord, the Landlord may terminate this Lease immediately.

SECTION 16. SUBLETTING; ASSIGNMENT

The Tenant shall be allowed to sublet a portion of the Premises to another entity or individual(s) (“Sub-Tenant”) for a period of 6 months or less and Tenant does not need the Lessor’s consent. If the Tenant seeks to sublet a portion of the Premises to a Sub-Tenant for a period of time greater than 6 months, then the Tenant must be have the written consent of the Landlord and such consent shall not be unreasonably withheld. For all subleases, the Tenant shall obtain a certificate of insurance from the Sub-Tenant prior to commencement of the sublease, naming the City of Evanston as an additional insured for the period of occupancy. If Tenant, or any one or more of the Tenants, if there be more than one, shall make an assignment for the benefit of creditors, or shall file for bankruptcy protection, Landlord may terminate this Agreement, and in such event Tenant shall at once pay Landlord a sum of money equal to the entire amount of rent reserved by this Agreement for the then unexpired portion of the term hereby created as liquidated damages. At Landlord’s option, should Landlord consent

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to any assignment or sublease of the demised Premises, Tenant shall nevertheless remain liable for all terms and conditions of this Agreement until the expiration of the Agreement term stated above.

SECTION 17. SURRENDER OF PREMISES; HOLDING OVER

Tenant will, at the termination of this Lease, leave the Premises in as good condition as they are in at the time of entry by Tenant, except for reasonable use and wear, acts of God, or damage by casualty beyond the control of Tenant. On vacating, Tenant will leave the Premises clear of all rubbish and debris. If Tenant retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Landlord may at its option within thirty days after termination of the term serve written notice upon Tenant that such holding over constitutes the creation of a month to month tenancy, upon the terms of this Agreement. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the covenants herein.

SECTION 18. INDEMNIFICATION AND LIENS

A. LIENS AND ENCUMBRANCES: The Tenant will hold the Landlord harmless from all claims, liens, claims of lien, demands, charges, encumbrances or litigation arising out of any work or activity of Tenant on the Premises. Tenant will, within sixty (60) days after filing of any lien, fully pay and satisfy the lien and reimburse Landlord for all resulting loss and expense, including a reasonable attorney’s fees. Provided, however, in the event that Tenant contests any lien so filed in good faith and pursues an active defense of said lien, Tenant shall not be in default of this paragraph. However, in the event of any final judgment against Tenant regarding such lien, Tenant agrees to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.

B. DISCHARGE OF LIEN: If Tenant fails to fully discharge any claim, lien, claim of lien, demand, charge, encumbrance, or litigation, or should proceedings be instituted for the foreclosure of any lien or encumbrance, and if judgment is rendered against Tenant either by a court of competent jurisdiction or by arbitration and Tenant still persists in non-payment of the same within the 60 days set forth above, Landlord will have the right at any time after expiration of the 60-day period, to pay the lien or encumbrance. All amounts so paid will be repaid by the Tenant on demand, together with interest at the rate of __10__% per year from the date of payment and shall be considered additional rent owed to Landlord by Tenant.

C. INDEMNIFICATION OF LANDLORD: Except as otherwise provided in this Agreement, and except to the extent caused by the negligence or willful misconduct of Landlord, or its agents, employees or contractors, or by the breach of this Lease by Landlord, Tenant shall protect, defend, indemnify and save Landlord and its officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the Premises or (ii) any negligence or willful misconduct of Tenant, or its agents, employees or contractors.

D. INDEMNIFICATION OF TENANT. Except as otherwise provided in this Agreement, and except to the extent caused by the negligence or willful misconduct of Tenant,
or its agents, employees or contractors, or by the breach of this Lease by Tenant, Landlord shall
protect, defend, indemnify and save Tenant and its officers, directors, agents, attorneys, and
employees harmless from and against any and all obligations, liabilities, costs, damages, claims
and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the
Common Facilities or (ii) any negligence or willful misconduct of Landlord, or its agents,
employees or contractors.

SECTION 19. LANDLORD’S RIGHT OF INSPECTION AND REPAIRS

Tenant shall allow Landlord or any person authorized by Landlord reasonable access to
the Premises during the Business Hours (as defined in Section 3[E]) for the purpose of
examining or exhibiting the same, or to make any repairs or alterations thereof which Landlord
may see fit to make (provided that Landlord cannot make voluntary alterations or modifications
to the Premises without Tenant’s consent). If the Tenant does not exercise the Option to renew
the Lease and/or will be vacating the Premises at or prior to the end of the Term, Tenant will
also allow Landlord to have placed upon the Premises at all times notices of “For Sale” and/or
“For Rent” and Tenant will not interfere with the same.

SECTION 20. DEFAULT AND REMEDIES

A. EVENT OF DEFAULT: Any one of the following events shall be deemed to be
an event of default hereunder by Tenant subject to Tenant’s right to cure:

1. Tenant shall fail to pay any item of Base Rent at the time and place when
and where due and does not cure such failure within five (5) business days after notice
to Tenant of such failure;

2. Tenant shall fail to maintain the insurance coverage as set forth herein
and does not cure such failure within 10 days after receipt of notice from Landlord;

3. Tenant shall fail to comply with any term, provision, condition or covenant
of this Lease, other than the payment of rent, and shall not cure, or commence the good
faith cure of any such failure, within fifteen (15) days after written notice to the Tenant of
such failure;

4. Tenant shall make a general assignment the benefit of creditors, or shall
admit in writing its inability to pay its debts as they become due or shall file a petition in
bankruptcy; or

5. Tenant shall fail to make any Loan Payment when due hereunder and
does not cure such failure within 5 business days after notice to Tenant of such failure (a
“Loan Default”).

B. OCCURRENCE OF AN EVENT: Upon the occurrence of any event of default,
Landlord shall have the option to pursue any one or more of the following remedies subject to
the laws of the State of Illinois and the Tenant’s right to cure:

1. Terminate this Lease, in which event Tenant shall immediately surrender
the Premises to Landlord, but if Tenant fails to do so, Landlord may, without further
notice and without prejudice to any other remedy Landlord may have for possession or
arrearages in rent, pursue the Loan balance at the time of the event of default, or
damages for breach of contract, enter upon the Premises and expel or remove and with or without notice of such election or any notice or demand whatsoever, this Agreement shall thereupon terminate and upon the termination of Tenant’s right of possession, as aforesaid, whether this Agreement be terminated or not, Tenant agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever and hereby grants to Landlord full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Tenant or any other person who may be occupying the Premises or any part thereof, and Landlord may use such force in and about expelling and removing Tenant and other persons as may reasonably be necessary, and Landlord may re-possess itself of the Premises, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this Agreement contained to be performed by Tenant. Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such lease termination, whether through inability to re-let the Premises, or through decrease in Rent, or otherwise.

2. Landlord may recover from Tenant upon demand all of Landlord’s costs, charges and expenses, including the fees and costs of counsel, agents and others retained by Landlord which have been incurred by Landlord in enforcing Tenant’s obligations hereunder, subject to Landlord prevailing on its claims.

3. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or available to Landlord at law or in equity, or constitute a forfeiture or waiver of any Rent due hereunder or of any damages suffered by Landlord.

C. REPOSSESSION OR RELETTING NOT A TERMINATION; LANDLORD’S RIGHT TO TERMINATE NOT FORFEITED: No repossession, operation or re-letting of the Premises or of fixtures and equipment will be construed as an election by Landlord to terminate this Agreement unless a written notice is given by the Landlord to the Tenant. The Landlord may terminate this Agreement if the Tenant remains in default (beyond any applicable notice and cure period). The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except written waiver, shall not be construed as a waiver of Landlord’s rights to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this Agreement.

D. TENANT’S OBLIGATION TO PAY DEFICIENCIES: If rentals received by the Landlord from re-letting the Premises under the provisions of this section are insufficient to pay all expenses and amounts due, Tenant will pay any deficiencies to the Landlord on demand and be declared in default for failure to pay.

E. LANDLORD’S RIGHT TO PERFORM TENANT’S DUTIES AT TENANT’S COST: If in Landlord’s judgment any default by Tenant will jeopardize the Premises or the rights of Landlord, Landlord may, without notice, elect to cure Tenant’s default and Tenant will reimburse Landlord, with interest, on 10-days’ notice by Landlord to Tenant.

F. LANDLORD’S RIGHT TO TERMINATE AGREEMENT: If there is an event of default by Tenant as stated in Paragraph A of this section, Landlord may, without further notice,
terminate this Agreement and all interest of Tenant and may take possession of the Premises by legal proceedings.

G. LANDLORD’S RIGHT ON TERMINATION TO RECOVER AMOUNT EQUAL TO RENT RESERVED: If this Agreement is terminated by Landlord due to any event of default by Tenant, Landlord will be entitled to recover from Tenant, at termination, the excess, if any, of the rent reserved in this Agreement for the balance of the term over the reasonable rental value of the Premises for the same period. The “reasonable rental value” will be the amount of rental Landlord can obtain as rent for the balance of the term.

H. LANDLORD’S REMEDIES CUMULATIVE: All of the remedies given to Landlord in this Agreement or by law are cumulative, and the exercise of one remedy by the Landlord will not impair its right to exercise any other right or remedy. Landlord shall not look to the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Tenant in seeking either to enforce Tenant’s obligations under this Agreement or to satisfy a judgment for Tenant’s failure to perform such obligations; and none of such parties shall be personally liable for the performance of Tenant’s obligations under this Agreement.

SECTION 21. TENANT OBLIGATIONS TO COMMUNITY AND ASSOCIATION

A. NOYES CENTER TENANT’S ASSOCIATION: The Tenant acknowledges and agrees that it has the right to be a member of the Noyes Center Tenant’s Association (the “Association”) formed by the tenants of the Property. The Association will provide advisory guidance and opinions to City staff on many issues, including, tenant responsibilities and duties with respect to the Property and its Common Area. The Association is structured to focus on certain tasks and advise the City on issues such as the following examples: (a) Provide answers to general questions about offerings by Noyes tenants and directions to studios; (b) Review requirements for community service of tenants annually and make recommendations to the City for any additions or changes; (c) Review subleases of tenants; (d) Review proposed annual operating budget for Center and proposed rental increases; (e) Review annual and five year capital improvement program for Center and make recommendations to City on spending priorities; and (f) Review applications of new tenants at Noyes and make recommendations to City on spending priorities.

B. FLEETWOOD-JOURDAIN THEATER: The provisions of this subsection shall apply only if the Loan is made and the Premises Improvements are constructed. Fleetwood Jourdain Theatre (“FJT”) is currently, and will remain, a tenant in the Building. Following completion of the Premises Improvements, FJT will be given a private office within Tenant’s office which will be available for use during the Business Hours of the NCAC, at no cost, subject to Force Majeure. The office will be equipped with a phone line and internet service, the costs of which shall be paid by Landlord. Insurance to be provided by FJT, and other matters related to FJT’s use and occupancy of the offices to insure the security and to protect the property of Tenant’s premises, which terms shall be set forth in a license agreement acceptable to Tenant and FJT (each acting reasonably). Tenant will work with FJT to provide them with use of the theater by FJT (it be agreed that FJT may not allow any other party to use the theater) that is part of the Premises Improvements and will develop annual schedule for use of the theater and Tenant agrees that, subject to Force Majeure, it will abide by the time period provided in the plan and govern its schedule accordingly. The use of the theater for up to [to be determined]
weeks, in the aggregate, in any calendar year will be at no cost to FJT and shall be at such
times each day as are mutually acceptable to FJT and the Tenant. Without limiting the
foregoing, Landlord agrees that Tenant shall not be required to permit FJT to use the theater
during the day when Tenant wants to offer classes. Tenant and FJT agree to meet no less than
once per calendar year to discuss performance schedules and programs to coordinate use of
Tenant’s theater by FJT. However, it is understood that the Tenant’s use of the theater shall
have priority but that the Tenant will accommodate the needs of FJT for up to [to be
determined] weeks, in the aggregate, in any calendar year (provided that during any such use
by FJT, Tenant shall be permitted to use the theater during the day for its classes), subject to
the use of the theater by Tenant or other third parties. The Parties agree that the priority of use is:
Tenant, FJT for up to [to be determined] weeks, in the aggregate, in any calendar year,
(provided that during any such use by FJT, Tenant shall be permitted to use the theater during
the day for its classes), and then other third parties. It is agreed that FJT will have priority over
other third parties who have not yet contracted for use of the space. In the event FJT uses the
theatre space, it will be required to sign a contract for the use of such space which would be
substantially the same as those signed by other third parties, provided, however, there will not
be a rental charge incurred by FJT for the use of the theatre during any period when FJT has
free use of the theater, which shall not exceed up to [to be determined] weeks, in the
aggregate, in any calendar year. In addition, FJT will be given access to rehearsal and
classroom space located within Tenant’s Premises at no cost to FJT during any period when
FJT has free use of the theater, provided such space is available as determined by Tenant in its
sole discretion.

C. COMMUNITY ENGAGEMENT: Tenant will develop reasonable set programs
(e.g. donated tickets for certain events, community theater events [including use of theater or
other portions of the Premises by other not-for-profit organizations, excluding credit for FJT
use], and scholarships) to be a steward for the arts in the community. By December 1, 2013,
the Tenant will have an action plan developed to address its community engagement program
and review its proposed program in consultation with the City Manager and the NCAC
Association. If Tenant does not provide an action plan within the time period provided or
provide the community engagement programs established between the parties, the Landlord
shall send written notice of default, providing Tenant with 14 (fourteen) days to cure the default.
The annual value of the Community Engagement provided by Tenant shall be not less than
$8,876 per calendar year (“Minimum Community Engagement”). Any overage provided by
Tenant above the Minimum Community Engagement level for either of the prior two (2) years
can be applied as a credit to any deficiency for the current calendar year. If Tenant does not
provide the Community Engagement in any given calendar year required and does not cure the
default within 15 days of written notice, then Tenant shall pay Landlord a fee equal to 15% of
the annual rent outlined in the 2011 Lease Agreement ($8,876), less the value of the
Community Engagement provided during the calendar year.

SECTION 22. REMOVAL OF OTHER LIENS

In event any lien upon Landlord’s title results from any act or neglect of Tenant and
Tenant fails to remove said lien within thirty (30) days after Landlord’s notice to do so, Landlord
may remove the lien by paying the full amount thereof or otherwise and without any
investigation or contest of the validity thereof and Tenant shall pay Landlord upon request the
amount paid out by Landlord in such behalf, including Landlord’s costs, expenses and
reasonable attorney’s fees. If Tenant demonstrates to Landlord that Tenant is contesting the
validity of said lien in good faith, then Landlord shall allow Tenant to so contest such lien until
either Tenant either abandons such contest or a final verdict is reached in a court of competent
jurisdiction. Any amount advanced on behalf of Tenant shall be paid to Landlord by Tenant within 30 days after such advancement is made together with interest at 9% per annum and such amount shall be considered additional rentals (including any overage provided in either of the two [2] immediately preceding years).

SECTION 23. REMEDIES NOT EXCLUSIVE

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant’s right to possession of the Premises. The Landlord may collect and receive any rent due from Tenant and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

SECTION 24. EXPENSES OF ENFORCEMENT

Tenant, if Landlord is the prevailing party, shall pay upon demand all Landlord’s costs, charges and expenses, including reasonable attorney’s fees, agents fees and fees of others retained by Landlord, incurred in enforcing any of the obligations of Tenant under this Agreement, or in any litigation, negotiation or transaction in which Landlord shall, without Landlord’s fault become involved through or on account of any action or omission of Tenant regarding this Agreement.

Landlord, if Tenant is the prevailing party, shall pay upon demand all Tenant’s costs, charges and expenses, including reasonable attorney’s fees, agents fees and fees of others retained by Tenant, incurred in enforcing any of the obligations of Landlord under this Agreement, or in any litigation, negotiation or transaction in which Tenant shall, without Tenant’s fault become involved through or on account of any action or omission of Landlord regarding this Agreement.

SECTION 25. EMINENT DOMAIN

A. MORE THAN 30 PERCENT TAKEN: If 30 percent or more of the Premises are taken for a public or quasi-public use, this Agreement will terminate as of the date of the physical taking, and the Parties will be released from all further liability.

B. LESS THAN 30 PERCENT TAKEN: If the taking affects less than 30 percent of the Premises, the Landlord will, with reasonable diligence, proceed at Landlord’s expense to repair the Premises and place them in tenantable condition within 120 days after the date of the actual physical taking. However, if 25% percent or more of the Premises as a whole is taken, the Landlord may elect to terminate this Agreement, notwithstanding that less than 30 percent of the Premises were taken. On termination, the parties will be released from all further liability under this Agreement.

C. ABATEMENT OF RENT: During any repair, Tenant will be required to pay only that part of the fixed minimum monthly rental (or Loan payments) as the area of the tenantable Premises remaining during repairs bears to the entire area leased (and such Loan payments or
the portion thereof that is not payable in accordance with this Section shall be waived and forever forgiving by Landlord). On completion of repairs, the fixed minimum monthly rental (or Loan payments) will be adjusted in proportion to the repaired area, and Tenant will be required to pay the adjusted fixed minimum monthly rental or Loan payment in accordance this Agreement and the remainder of the Loan payments (attributable to the portion of the Premises taken) shall be forever waived and forgiven by Landlord.

D. RIGHT TO CONDEMNATION AWARD: Any award made in any condemnation proceeding for the taking of any part of the Premises will be the sole property of Landlord, except that Tenant can make a claim for the unamortized portion of the cost incurred by Tenant for the Premises Improvements.

SECTION 26. GOVERNMENTAL INTERFERENCE WITH POSSESSION

Except as expressly set forth in Section 25, Tenant will not be released from its obligation should its possession of the Premises be interfered with by adoption of any law, ordinance, resolution, regulation or act of any legal or governmental authority. Further, Tenant will not be released by any order of abatement or judgment preventing use of the premises on the ground that the Premises or the business operated there constitutes a legally recognized nuisance.

SECTION 27. PEACEFUL ENJOYMENT

Landlord covenants and warrants that it is the owner of the Property and Premises, and that Tenant, on payment of rents and performance of the conditions, covenants, and agreements to be performed by it, may enjoy the Premises without interruption or disturbance. Landlord covenants, represents and warrants that there is no mortgage, deed of trust or similar encumbrance affecting the Property, as of the date hereof.

SECTION 28. EFFECT OF WAIVER OF BREACH OF COVENANTS

No waiver of any breach of any condition of this Agreement will be construed to be a waiver of any other breach of provision, covenant or condition.

SECTION 29. TIME OF THE ESSENCE

Time is of the essence.

SECTION 30. AMENDMENTS TO BE IN WRITING

This Agreement may be modified or amended only in writing signed by Landlord and Tenant. It may not be amended or modified by oral agreements between the Parties unless they are in writing duly executed by Landlord and Tenant.

SECTION 31. PARTIES BOUND

Every provision of this Agreement will bind the parties and their legal representatives. The term “legal representatives” is used in its broadest meaning and includes, in addition to assignees, every person, partnership, corporation or association succeeding to any interest in this Agreement. Every covenant, agreement and condition of this Agreement will be binding on
Tenant’s successors and assignees. Any sublease, concession or license agreement will be subject and subordinate to this Lease.

SECTION 32. NOTICES

All notices or demands that either party may need to serve under this Agreement may be served on the other party by mailing a copy by registered or certified mail to the following addresses for the parties (or at such other address as the applicable party may designate in a written notice to the other party):

If to Landlord:

City of Evanston
Attn: Wally Bobkiewicz, City Manager
2100 Ridge Avenue, Rm 4400
Evanston, IL 60201
Fax: 847-448-8083

With a copy to:

City of Evanston
Attn: W. Grant Farrar, Corporation Counsel
2100 Ridge Avenue, Rm 4400
Evanston, IL 60201
Fax: 847-448-8093

If to Tenant:

Piven Theatre Workshop
Attn: Leslie Brown, Executive Director
927 Noyes Street
Evanston, IL 60201
Fax: 847-866-6614

Service will be deemed complete at the time of the leaving of notice or within 2 days after mailing. In the event that it appears that Tenant is avoiding the service of any notice and is not present at the Premises for a period of more than 14 consecutive days, notices may be served by posting such notice upon the Premises. Notice shall than be deemed effective 5 days after such posting.

SECTION 33. MISCELLANEOUS

A. Provisions typed on this Agreement and all riders attached to this Agreement and signed by Landlord and Tenant are hereby made a part of this Agreement.

B. Tenant shall keep and observe such reasonable rules and regulations now or hereafter required by Landlord, which may be necessary for the proper and orderly care of the building of which the Premises are a part.
C. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.

D. the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to excuse or waive the right to the use of another.

E. The words “Landlord” and “Tenant” wherever used in this Agreement shall be construed to mean Landlords or Tenants in all cases where there is more than one Landlord or Tenant herein; and the necessary grammatical changes shall be assumed in each case as though full expressed.

F. This Agreement and any written and signed Amendments and/or Riders hereto shall constitute the entire agreement between the parties, and any oral representations made by one party to the other are considered merged herein.

G. In all cases where Landlord’s consent is required, Landlord’s consent shall not be unreasonably withheld.

H. This Agreement may be executed in multiple copies, each of which shall constitute an original.

SECTION 34. VENUE AND JURISDICTION

The Parties agree the this Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois and that venue for any disputes shall be in the Circuit Court of Cook County, Illinois.

SECTION 35. FORCE MAJEURE

Other than for Landlord’s and Tenant’s obligations under this Lease that can be performed by the payment of money, whenever a period of time is herein prescribed for action to be taken by either party hereto, such time period will be extended by a period equal to the period of any delays in performance by the applicable party due to any of the following events ("Force Majeure"): (i) Acts of God, (ii) strike or other such labor difficulties not specific to any labor issue existing only at the Property, (iii) extraordinary weather conditions greatly exceeding norms for the greater metropolitan area where the Premises located, (iv) extraordinary scarcity of or industry-wide inability to obtain supplies, parts or employees to furnish such services, or (v) or any cause whatsoever beyond a party’s control. For purposes of this Section 34, a cause or event shall not be deemed to be beyond a party’s control, if it is within the control of such party’s agents, employees or contractors.

SECTION 36. LOAN AFTER TERMINATION

Notwithstanding anything to the contrary contained herein, if this Lease is terminated for any reason (including, without limitation, as a result of a casualty or condemnation) other than by Landlord, in accordance herewith, as a result of an event of default by Tenant hereunder, the remaining payments of the Loan (including principal and interest payments) initially due and payable on or after the effective date of the termination of this Lease shall be forever waived and forgiven and Tenant shall have no obligation to pay such amounts to Landlord.
IN WITNESS WHEREOF, both of said Landlord and Tenant have caused this Agreement to be executed as of the date and year first above written by a duly authorized officer or manager of each of the respective parties.

Landlord: THE CITY OF EVANSTON, an Illinois home rule municipal corporation

By: ________________________________

Its: City Manager, Wally Bobkiewicz

Tenant: PIVEN THEATRE WORKSHOP
an Illinois not-for-profit corporation

By: ________________________________

Its: ________________________________
The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Wally Bobkiewicz, City Manager of the City of Evanston, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of the City of Evanston, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on ____________, 2013.

Notary Public

My Commission Expires:

________________________________________

The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that ______________, ______________ of The Piven Theatre Workshop, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of the City of Evanston, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on ____________, 2013.

Notary Public

My Commission Expires:

________________________________________
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:


PARCEL 2:

LOTS 12 TO 21, BOTH INCLUSIVE, IN BLOCK 2 IN TAIT’S SUBDIVISION OF BLOCK 4 OF ORRINGTON ADDITION TO EVANSTON, ACCORDING TO THE PLAT OF SAID TAIT’S SUBDIVISION RECORDED MARCH 8, 1906, AS DOCUMENT NUMBER 3829417, TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 12 IN BLOCK 2 IN TAIT’S SUBDIVISION, AFORESAID, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 3:

LOTS 1, 2, 3 AND 4 IN BLOCK 1 IN A. BURROUGHS’ ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF LOT 15 AND THE EAST 145.5 FEET OF LOT 16 LYING WEST OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF LOT 1 AND NORTH OF THE LOTS 2, 3 AND 4 IN SAID BLOCK 1, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

LOTS 1, 2, 3, 4 AND THE EAST 19 FEET OF LOT 5 IN BLOCK 2 IN A BURROUGHS’ ADDITION TO EVANSTON, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED APRIL 15, 1893, AS DOCUMENT NUMBER 1850049; TOGETHER WITH THE VACATED 16 FOOT ALLEY LYING EAST OF THE EAST LINE OF LOT 5 AND WEST OF THE WEST LINE OF SAID LOTS 1, 2, 3 AND 4 IN SAID BLOCK 2, ALSO TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 4 IN BLOCK 2, AFORESAID, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 5:
THAT PART OF LOT 16 IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF NOYES STREET, WHICH IS 323.8 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE OF NOYES STREET WITH THE CENTER LINE OF RIDGE AVENUE; THEN CONTINUING EAST ALONG THE NORTH LINE OF NOYES STREET, 125 FEET; THEN NORTH 115.5 FEET TO THE SOUTH LINE OF LAND FORMERLY OWNED AND OCCUPIED BY ALONZO BURROUGHS, BEING NOW THE SOUTH LINE OF A. BURROUGHS’ ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF LOT 15 AND THE EAST 145.5 FEET OF LOT 16 LYING WEST OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN ASSESSOR’S DIVISION, AFORESAID; THEN WEST ALONG THE LAST DESCRIBED LINE, 125 FEET TO THE EAST LINE OF THE WEST ½ OF SAID LOT 16 (BEING ALSO THE EAST LINE OF FOSTER AND KLINE’S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF THE LOT 16 IN ASSESSOR’S DIVISION, AFORESAID); THEN SOUTH ALONG THE LAST DESCRIBED LINE, 115.5 FEET TO THE PLACE OF BEGINNING, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 6:

LOTS 3 AND 4 IN FOSTER AND KLINE’S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF LOT 16 IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 7:

ALL THAT PART OF VACATED ERVIN COURT LYING SOUTH OF THE SOUTH LINE OF COLFAX STREET AND NORTH OF THE NORTH LINE OF NOYES STREET, SAID ERVIN COURT HAVING BEEN VACATED BY CITY OF EVANSTON ORDINANCE DATED NOVEMBER 23, 1931, AND RECORDED MARCH 23, 1932, AS DOCUMENT NUMBER 11063489, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Real property address: 927 Noyes, Evanston, Illinois 60201

PIN:11-07-114-027-0000
EXHIBIT D

2011 PIVEN LEASE AGREEMENT AND 2012 EXTENSION
1. **Roof:** The entire roof of the Building and all structures located thereon (such as heating units, skylights, roof drains, etc.) shall be water tight. Landlord provide a warranty from a reputable roofing contractor and roofing material provider guaranteeing the performance of the roof for a minimum of ten years following the date of completion of the Premises Improvements.

2. **Masonry:** The entire exterior masonry structure of the building shall be impermeable, to the extent that is practicable and within City resources. To the extent that any tuckpointing or masonry replacement is needed to meet this requirement, all such work shall be provided at Landlord’s sole cost. Landlord will use its best efforts to obtain a warranty for the masonry work for a minimum of one year after it has been completed. Only if no such work is required to be conducted by Landlord upon its review of the masonry, then Landlord shall provide a warranty to Tenant for the exterior masonry of the Building which shall provide that if any Premises Improvements or any other property of Tenant are damaged due to the penetration of water into the Premises, all such Premises Improvements and/or damaged property shall be replaced by Landlord at Landlord’s sole cost.

3. **Electric Service:** The current electrical service to the Building is ____. This level of service is not sufficient for the Premises Permitted Use, following the completion of the Premises Improvements, to be fully functional. In light of this, the Landlord shall provide new or additional electrical service so that the total electrical service available to the Premises shall not be less than ____. All of the cost of providing the new electric service to the Premises to the exterior of the Premises shall be paid by Landlord. The distribution of the electrical services within the Premises shall be paid for by Tenant.

4. **Other Construction Related Costs to be borne by Landlord:** In the event that Tenant takes on additional projects with the consent of Landlord that are for the benefit of other tenants, design, planning and execution costs of those projects will be borne by Landlord and memorialized in separate agreements.

5. **Asbestos and Lead Abatement:** See Section 6(A)(2) for further details.

6. **Structural Remedial Work:** See Section 6(A)(3) for further details.
### NOYES CULTURAL ARTS CENTER LEASE

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

**LESSEE:**
Piven Theatre Workshop  
927 Noyes Street, Studio 110  
Evanston, IL 60201  
866-6597; 866-8049 box  
jgreen@piventheatre.org  
lbrown@piventheatre.org

<table>
<thead>
<tr>
<th>Studio Space No.</th>
<th>Location</th>
<th>Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>102, 102 Washroom, 105, Office</td>
<td>110, storage 110</td>
<td>3144.07</td>
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<tr>
<td>2024.67, 39.20, 852.40, 196.20, 51.60</td>
<td>103</td>
<td>1079.6</td>
</tr>
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#### Lease Year 1  03/01/2011 - 12/31/2011

<table>
<thead>
<tr>
<th>Rate(s) by location</th>
<th>$14.01</th>
<th>Lease Rate per sq. ft. 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Rent (Sq. ft. x rate)</td>
<td>$44,048.42</td>
<td>12 Months</td>
</tr>
<tr>
<td>Additional Space Annual Rent (Sq. ft. x rate)</td>
<td>$15,128.00</td>
<td>Basement $10.90</td>
</tr>
<tr>
<td>Total Annual Rent - 10 Months</td>
<td>$49,313.62</td>
<td>1st Floor $14.01</td>
</tr>
<tr>
<td>Monthly Rent total including 103 (7 months)</td>
<td>$4,331.38</td>
<td>2nd Floor $12.45</td>
</tr>
<tr>
<td>Monthly Rent June July August (w/o #103)</td>
<td>$3,670.71</td>
<td></td>
</tr>
<tr>
<td>Community Service Year 1  15% of Annual Rent</td>
<td>$6,829.77</td>
<td></td>
</tr>
</tbody>
</table>

#### Lease Year 2  01/01/2012 - 12/31/2012

<table>
<thead>
<tr>
<th>Rate(s) by location</th>
<th>$14.01</th>
<th>Lease Rate per sq. ft. 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Rent (Sq. ft. x rate)</td>
<td>$44,046.42</td>
<td>12 Months</td>
</tr>
<tr>
<td>Additional Space Annual Rent (Sq. ft. x rate)</td>
<td>$15,128.00</td>
<td>Basement $10.90</td>
</tr>
<tr>
<td>Total Annual Rent - 12 Months</td>
<td>$59,176.42</td>
<td>1st Floor $14.01</td>
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<tr>
<td>Monthly Rent total including 103 (9 months)</td>
<td>$4,331.38</td>
<td>2nd Floor $12.45</td>
</tr>
<tr>
<td>Monthly Rent June July August (w/o #103)</td>
<td>$3,670.71</td>
<td></td>
</tr>
<tr>
<td>Community Service Year 2  15% of Annual Rent</td>
<td>$6,309.18</td>
<td></td>
</tr>
</tbody>
</table>

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

COMMUNITY SERVICE REQUIREMENTS
FOR
1/01/12 through 12/31/12

Piven Theatre Workshop: Studio#102,103,105,110

REQUIRED AMOUNT: $8,309.18   TOTAL APPROVED: $8,309.18

Ongoing scholarships to our training center for families and individuals residing in Evanston who fall within the low income bracket or with developmental disabilities.

COMMUNITY SERVICE. Community Service activities written above must take place between 1/01/12 and 12/01/12. Community Service Proposals for the Lease period 1/01/13 through 12/31/13 must be submitted in writing to the Director of Parks, Recreation and Community Services or designee by November 1, 2012. All Community Service Proposals for each upcoming term must be submitted by November 1 of each year, and must be renegotiated and approved in advance of the next term of the lease.

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 the 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, Recreation and Community Services 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 the Lessor, the Director of Parks, Recreation and Community Services 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 the Lessor as a result of unperformed obligations.

LESSEE

[Signature]

DATE

240 of 283
<table>
<thead>
<tr>
<th>FY 2012</th>
<th>FEE</th>
<th>DESCRIPTION</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIR CONDITIONERS &amp; AIR HANDLING UNITS</td>
<td>$91.00</td>
<td>Monthly fee for studios ranging between 1-500 sq. ft.</td>
<td></td>
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<tr>
<td></td>
<td>$122.00</td>
<td>Monthly fee for studios ranging over 500 and up to 1,000 sq. ft.</td>
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</tr>
<tr>
<td></td>
<td>$152.00</td>
<td>Monthly fee for studios ranging over 1,000 and up to 2000 sq. ft.</td>
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</tr>
<tr>
<td></td>
<td>$181.00</td>
<td>Monthly fee for studios over 2,000 sq. ft.</td>
<td></td>
</tr>
<tr>
<td>KEYS</td>
<td>$5.00</td>
<td>First two (2) keys to all Leased spaces with a Lessor installed lock are free.</td>
<td></td>
</tr>
<tr>
<td>KILNS</td>
<td>TBA</td>
<td>Monthly fee for tabletop models</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TBA</td>
<td>Monthly fee for floor models</td>
<td></td>
</tr>
<tr>
<td>NOYES GALLERIES</td>
<td>$40.00</td>
<td>Hourly rate for all users</td>
<td></td>
</tr>
<tr>
<td>PARKING - LOT #51</td>
<td>$30.00</td>
<td>Monthly fee for each permit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$5.00</td>
<td>Daily fee for each permit</td>
<td></td>
</tr>
<tr>
<td>SERVICE (UTILITY) FEE</td>
<td>$66.00</td>
<td>Flat daily rate for all users if Bldg. is occupied other than normal Bldg. hours. See Appendix E.</td>
<td></td>
</tr>
<tr>
<td>STUDIO #106*</td>
<td>$20.00</td>
<td>Tenant rate/hourly for performances relative to lease</td>
<td>Same rate if Theatre is used</td>
</tr>
<tr>
<td></td>
<td>$20.00</td>
<td>Tenant rate/hourly for all other arts activities relative to lease</td>
<td>Same rate if Theatre is used</td>
</tr>
<tr>
<td></td>
<td>$40.00</td>
<td>Tenant rate/hourly for reception relative to Lessee's approved activities.</td>
<td></td>
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<tr>
<td></td>
<td>$42.00</td>
<td>Non-Tenant Evanston Non-for-Profit or Individual rate/hourly for arts related events</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$52.00</td>
<td>Non-Tenant Non-for-Profit or Individual rate/hourly for arts related events</td>
<td></td>
</tr>
</tbody>
</table>

**OBSERVED HOLIDAYS 2012**

- New Year's Day, Sunday, January 1, 2012
- New Year's Day, Monday, January 2, 2012
- Dr. Martin Luther King, Jr.'s Birthday, Monday, January 16, 2012
- Washington's Birthday, Tuesday, February 20, 2012 (Tentative City Holiday in 2012)
- Memorial Day, Monday, May 28, 2012
- Fourth of July, Wednesday, July 4, 2012
- Columbus Day, Monday, October 8, 2012 (Tentative City Holiday in 2012)
- Veterans Day, Monday, November 12, 2012 (Tentative City Holiday in 2012)
- Thanksgiving Day, Thursday, November 22, 2012
- Day After Thanksgiving, Friday, November 23, 2012
- Christmas Eve, Monday, December 24, 2012
- Christmas Day, Tuesday, December 25, 2012

LESSEE: [Signature]

DATE: 12/4/11
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Paczolt Financial Group
913 Hillgrove Ave.
P.O. Box 694
LaGrange, IL 60525

THE PIVEN THEATRE WORKSHOP
927 NOYES ST

EVANSTON, IL 60201-6206

CONTACT NAME: Stephen Paczolt
PHONE: (708) 579-3128
FAX: (708) 579-0236
EMAIL: Steve@Paczolt.com
PRODUCER CUSTOMER ID #: 00001759

INSURER(S) AFFORDING COVERAGE

INSURER A: Illinois Emasco Insurance Co 32808

CERTIFICATE NUMBER: CL1129055661

COVERAGE

GENERAL LIABILITY

X COMMERCIAL GENERAL LIABILITY

CLAIMS-MADE

X OCCUR

TYPE OF INSURANCE

ADDITIONAL INSURER

W/O

POLICY NUMBER

POLICY EFF (MM/DD/YYYY)

POLICY EXP (MM/DD/YYYY)

LIMITS

EACH OCCURRENCE

$1,000,000

DAMAGE TO RENTED PREMISES (EA occurrence)

$100,000

MED EXP (Any one person)

$5,000

PERSONAL & ADV INJURY

$1,000,000

GENERAL AGGREGATE

$1,000,000

PRODUCTS - COMMODITY

$1,000,000

AUTOMOBILE LIABILITY

ANY AUTO

ALL OWNED AUTOS

SCHEDULED AUTOS

HIRED AUTOS

NON-OWNED AUTOS

UMBRELLA LIABILITY

EXCESS LIABILITY

OCCUR

CLAIMS-MADE

DEDUCTIBLE

RETENTION

WORKERS COMPENSATION

AND EMPLOYERS' LIABILITY

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

(Mandatory in NH)

DESCRIPTION OF OPERATIONS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate holder is listed as an additional insured with regards to the above policies, ATIMA.

CERTIFICATE HOLDER

City of Evanston
927 Noyes Street
Evanston, IL 60201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephen Paczolt/STEVE
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**

Paczolt Insurance Agency of Illinois  
P.O. Box 694  
LaGrange, IL 60525

**INSURER A:** Illinois Emasco Insurance Co  
NAC #: 32808

**INSURED**

THE PIVEN THEATRE WORKSHOP  
927 NOYES ST STE 110  
Evanston, IL 60201-6201

**COVERAGES**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>DATE (MM/DD/YYYY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRODUCER</td>
<td>3/13/2012</td>
</tr>
</tbody>
</table>

**CERTIFICATE NUMBER:** 12-13 Master GL Certi

**CERTIFICATE HOLDER: City of Evanston**  
927 Noyes Street  
Evanston, IL 60201

**CANCELLATION**

**AUTHORIZED REPRESENTATIVE:**

Randall Scheive/RANDY

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

Certificate holder is listed as an additional insured with regards to the above policy ATIMA.
## NOYES CULTURAL ARTS CENTER
### LEASE

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

**LESSEE:**  
Piven Theatre Workshop  
927 Noyes Street, Studio 110  
Evanston, IL 60201  
866-6597; 666-6004 box  
jgreen@piventhreplay.org  
lbrown@piventhreplay.org

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<td>Square Feet</td>
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<tr>
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<td>103</td>
<td>Location</td>
<td>1st Floor</td>
</tr>
<tr>
<td>Square Feet</td>
<td>1079.8</td>
<td></td>
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03/01/2011 - 12/31/2011

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</table>

| Monthly Rent total including 103 (7 months) | $ 4,931.36 |
| Monthly Rent June July August (w/o #103) | $ 3,870.71 |

| Community Service Year 1 | 15% |
| Annual Rent | $ 6,829.77 |

---

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

**LESSEE:** Piven Theatre Workshop  
**DATE:** 3/1/11
This Master Studio Lease Agreement (the “Lease”) is executed on the ______ day of _________, 2011, by and between The City of Evanston, an Illinois municipal corporation and a home rule unit of the State of Illinois (“Lessor”), and Piven Theatre Workshop (“Lessesee”), an Illinois Not-For-Profit Corporation. The Lessor and the Lessee shall be collectively referred to as the “Parties”.

1. RENTAL RATE
A. Lessee will pay Lessor the rental rate set forth on Page 1 of this Lease, per month and due on or before the 1st day of each month for the term of the Lease, as defined in Paragraph 2 (the “Rent”).
B. LATE CHARGES. Late fees will be assessed for rent due and owing to Lessor 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 Noyes Cultural Arts Center (“NCAC”) or the Department of Parks, Recreation and Community Services receives payment AFTER 5:00 p.m. on the fifth day of each month for rent and/or if payment is received after 5:00 p.m. 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 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. Assessed late fees not paid by the due date specified on the invoice will be billed double the amount on the next billing cycle.
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 or attributable to Lessee, Lessee’s invitees, Lessee’s agents or employees, during the Lease Term. Additional fees include but are not limited to: parking fees, custodial overtime, utility fees, and other accrued charges. The Lessor may bill other charges separately. See Appendix D.
D. All payments shall be paid to: Noyes Cultural Arts Center
927 Noyes Street
Evanston, IL 60201

Or

City of Evanston Parks, Recreation and Community Services Department
Lorraine H. Morton Civic Center
2100 Ridge Avenue, First Floor
Evanston, IL 60201

2. TERM OF LEASE
A. Initial Term: The initial term of this Lease will be for 10 months and will commence on March 1, 2011 and terminate on December 31, 2011.
B. Second-Year Term: The Lessee has the option to renew the lease for a one year term beyond the Initial Term, January 1, 2012 to December 31, 2012.
C. Third-Year Term: The Lessee has the option to renew the lease for a one year term beyond the Initial and Second Term, January 1, 2013 to December 31, 2013.

PIVEN THEATRE WORKSHOP

DATE

PRESIDENT

3/1/11
D. Terms of Exercising the Option to Renew: The rent for each term is set forth above. All lease provisions shall remain the same, except that 1) all applicable new legislation shall be herein incorporated into the terms of the Lease by reference as though specifically stated; 2) Community Service requirements between Lessee and the Lessor shall be renegotiated; 3) the Rent shall increase by an amount to be determined solely by the Lessor, but not to exceed ten percent (10%) of the previous year’s monthly Rent; and 4) the Lessor reserves the right to revise the Lessee’s insurance requirements as to type(s) of coverage and policy amounts. The Parties acknowledge and agree that the leased spaces at the NCAC are leased below market rental rates for comparable spaces. 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 the Lessor with a copy of their Annual Charitable Organization Report Form AG900-IL filed with Illinois Attorney General (if not-for-profit) or Federal Income Tax Return 1040 Schedule C, 1120-S or 1065 (if for-profit). Lessor reserves the right to not renew the Lease Agreement, see Paragraph 12.

3. LEASED PREMISES.

Lessor leases to Lessee the workspace (the "Leased Premises"), situated at 927 Noyes, Evanston, Illinois 60201. The Leased Premises are part of a cultural arts center containing other leased spaces, a parking area and common facilities. The center is known as the Noyes Cultural Arts Center. The term "Common Facilities" as used in this Lease will include those facilities within the Noyes Cultural Arts Center for the nonexclusive use of Lessee in common with other authorized users, and includes, but is not limited to, sidewalks, planted areas, open means of ingress and egress, and the parking area.

4. MOVING

If the Lessor requires vacation of the Leased Premises and/or relocation within the NCAC, excluding an emergency, the Lessor will give Lessee at least sixty (60) days written notice. The Lessor will arrange for, and bear the cost of, moving Lessee’s equipment, personal property, and other items (excluding computers, wiring, and telephones) into a comparable space with comparable amenities within the NCAC. If a comparable space is not available or if Lessee/Sub-lessee does not accept the space offered by the Lessor, Lessee/Sub-lessee 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 the 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.

5. CONDITION AND UPKEEP OF LEASED PREMISES

Lessee represents that it has examined the Premises, and has received the Premises in good order and repair, and acknowledges that no representations to the condition or repair thereof have been made by the Lessor or its 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 as evidence against the Lessee that the Leased

PIVEN THEATRE WORKSHOP

DATE

[Signature]

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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 the Lessor and Lessee prior to Lessee’s occupancy. No promise by the Lessor or the NCAC staff to alter, remodel, decorate, clean or improve the Leased Premises or the NCAC and no representation has been made by Lessor or the NCAC staff to Lessee respecting the condition of the Leased Premises unless the same is expressly contained herein.

6. **CARE, MAINTENANCE AND CUSTODIAL SERVICES**
   A. 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 wages for staff and for any other related expenses 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.
   B. Lessee will keep the Leased 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, Recreation and Community Services, or his or her designee, by the next City of Evanston business day. Repairs by Lessee unless of an emergency nature must have prior written approval by the Director of Parks, Recreation and Community Services, or his or her designee, and must occur within thirty (30) days of such approval unless the Director of Parks, Recreation and Community Services, or his or her 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 the Lessor, the Lessor has the option to make the necessary repairs and Lessee agrees to promptly pay for those repairs upon presentation of an invoice by the Lessor to the Lessee. The 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.

   C. Notwithstanding anything here in to the contrary, Lessor, at its expense will keep the common areas of the NCAC in good condition and repair, normal wear and tear excepted.

7. **MACHINERY, HOUSING ACCOMMODATIONS, 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; carry on any mechanical business in the Leased Premises, use the Leased Premises for housing accommodations, lodging, or otherwise for sleeping purposes, do any cooking therein, install or permit the installation of any vending machines, use any illumination other than electric light, use or permit to be brought into
the NCAC any inflammable oils or fluids such as gasoline, kerosene, naphtha and benzene, or use 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.

8. ALTERATIONS
A. The Lessee shall not do any painting or decorating, or erect any partitions, make any alterations in or additions to the Leased Premises or to the NCAC, 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 the 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:
1. plans and specifications;
2. names and addresses of contractors;
3. copies of contracts;
4. necessary permits including, but not limited to, electrical;
5. indemnification in form and amount satisfactory to the 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 the Lessor as an additional insured.
B. 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, see Paragraph 11 for further terms. 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(s) and use. All alterations and additions shall comply with all insurance requirements and with all ordinances, state and federal laws and regulations and other requirements of any pertinent governmental authority. All alterations and additions shall be constructed in a good and workmanlike manner and good grades of materials shall be used.
C. 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 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

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improvements, the Lessor may remove the same and the Lessee shall pay the cost of such removal to the Lessor upon demand.

9. **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, Recreation and Community Services, or his or her 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, Recreation and Community Services or his or her 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 Lessor;
   C. Lessee shall not co-produce, sponsor, or co-present additional programs, whether or not they generate revenue without the Lessor’s consent which shall not unreasonably withheld or delayed. Lessor to consent within ten days.
   D. Lessee understands and agrees that the NCAC and the Leased Premises are public property and that all activities and productions must be consistent with this public status. Slanderous, libelous, obscene, unlawful, or hazardous actions and/or words are prohibited. Any violation of this provision may, at the Lessor’s option, be a material breach of the Lease. See Appendix C.
   E. Lessee shall not permit any alteration, renovation, installation, or addition 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, Recreation and Community Services or designee. The cost of all such alterations and additions to said Leased Premises shall be borne by Lessee, and shall be performed in accordance with all applicable legislation and may require Lessee to provide the Lessor in advance of such work with insurance in type, form and amount satisfactory to the Lessor. Fixtures shall remain for the benefit of the Lessor unless the 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, or installation into or on the foundation, walls, ceiling, floors or windows.

10. **TERMINATION**
    A. Any party hereto may terminate this Lease for any reason 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. The Lessor may also terminate this Lease for cause. “Cause” is a material breach of the Lease by the Lessee, including, but not limited to failure to pay rent; failure 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. The Lessor will provide Lessee an opportunity to cure any default (the “Cure Period”). The Cure Period may be up to

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30 days; however, a method and schedule to cure must be provided to the Director of Parks, Recreation and Community Services in writing within 24 hours of the next business day of the Lessor’s notification to the Lessee. Lessee understands that there is no entitlement to a 30-day cure period, but subject to the discretion of the City. Thereafter, if the cure is not completed, the Lessor may terminate this Lease with fourteen (14) days notice to Lessee unless the “cause” is a fore-described hazard to the public, in which case the Lessor may terminate the Lease with five (5) days notice.

C. Notwithstanding anything to the contrary elsewhere in this Lease, if Lessee fails to maintain all insurance as required by this Lease, Lessee shall, upon written notice from the Lessor, cease all operations immediately and shall have no access whatsoever to its Leased Premises. The Lessor shall have no liability to Lessee for any claim of lost profits, revenues or opportunities. The Lessor may, but is not obligated to, give Lessee an opportunity to comply with the insurance requirements of this Lease. In such event, the 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 the Lessor gives regarding insurance may be given in increments of one business day. Any cure period given does not obligate the Lessor to give additional cure period(s). The 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 the Lessor has denied access, Lessee is still liable for rent of the Leased Premises and other charges as assessed. See Paragraph 12 for Insurance obligations for the Lessee.

D. Holding Over; Surrender of Premises. Lessee will, at the termination of this Lease, leave the premises in as good condition as they are in at the time of entry by lessee, except for reasonable use and wear, acts of God, or damage by casualty beyond the control of Lessee. On vacating, Lessee will leave the premises clear of all rubbish and debris. If Lessee retains possession of the Premises or any part thereof for thirty days after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes (a) renewal of this lease for one year, at double the rental (computed on an annual basis) specified in Section III, or (b) creation of a month to month tenancy, upon the terms of this Lease except at 125% the monthly rental specified rent. If no such written notice is served then a month to month tenancy with rental as stated at (b) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

11. LIENS AND INDEMNITY.

A. Liens and Encumbrances. The Lessee will hold the Lessor harmless from all claims, liens, claims of lien, demands, charges, encumbrances or litigation arising out of any work or activity of Lessee on the premises. Lessee will, within Sixty (60) days after filing of any lien, fully pay and satisfy the lien and reimburse Lessor for all resulting loss and expense, including a reasonable attorney’s fees. Provided, however, in the event
that Lessee contests any lien so filed in good faith and pursues an active defense of said lien, Lessee shall not be in default of this paragraph. However, in the event of any final judgment against Lessee regarding such lien, Lessee agrees to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.

B. If lessee fails to fully discharge any claim, lien, claim of lien, demand, charge, encumbrance, or litigation, or should proceedings be instituted for the foreclosure of any lien or encumbrance, and if judgment is rendered against Lessee either by a court of competent jurisdiction or by arbitration and Lessee still persists in non-payment of the same within the 60 day set forth above, Lessor will have the right at any time after expiration of the 60-day period, to pay the lien or encumbrance. All amounts so paid will be repaid by the lessee on demand, together with interest at the rate of ___10___% per year from the date of payment and shall be considered additional rent owed to Lessor by Lessee.

C. Waiver and Release of Liability. Lessee covenants to indemnify Lessor, Lessor's agents, employees, attorneys, officers and directors, and the Leased Premises and/or the NCAC against liability arising from the use of the Leased Premises, parking area or common facilities by Lessee or any persons acting under the control of Lessee. Lessee will indemnify Lessor for any penalty or charge incurred by any violation of law by Lessee or any persons acting under the control of Lessee, and from any damage or expense arising from the death of or injury to any persons holding under Lessee, or by Lessor if named as a party Defendant in defending any such proceeding, including reasonable attorney's fees.

12. NON-RENEWAL
Notwithstanding the provision of Paragraph 2 of this Lease, the Lessor may decline to renew the Lease, upon 21 days written notice to the Lessee or sooner, if in the 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, Recreation and Community Services, or his or her designee, and at Lessee's own expense. Defects must be cured to the Lessor's satisfaction in the time specified by the 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 for the Lessor to require Lessee to cease all activities at the Leased Premises immediately upon written notice to do so by the Lessor.

13. COMMUNITY SERVICE
Lessee hereby covenants and agrees to perform during the term of this Lease the Community Service activity set forth and defined in Appendix B. Community Service is as approved in advance by the Evanston Arts Council and calculated at 15% over and above the annual rent as detailed on page one (1) of this Lease. Lessee may request to opt out of Community Service by submitting a written request to the Director of Parks, Recreation or Community Services or his or her designee. If the Community Service opt-out is approved, Lessee agrees to pay a monthly rent amount that is 15 percent higher than the prevailing square footage rental rate at NCAC.
14. 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 the 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 NCAC 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 hold 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 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 stated above shall govern.

B. Certificate of Insurance. Lessee and any Sub-lessees shall furnish the original Certificate of Insurance to the Director of Parks, Recreation and Community Services or designee. The Certificate of Insurance must run concurrent with this Lease term and all terms of renewal set forth in Paragraph 2. The Certificate must name the Lessor 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, Recreation and Community Services or designee with updated, original Certificates of Insurance covering the current lease term. The City of Evanston must be named as an additional insured on the Lessee's policy and failure to do so is a material breach of this Lease. Updated Certificates must be received no later than the current Certificate expiration date held by Lessor. Lessee and Sub-lessee shall furnish, where requested, a certified copy of the policy to the Lessor. Lessee will instruct the Insurance Company to notify the 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.

15. **ADDITIONAL INSURANCE**
The Lessor reserves the right to require additional insurance from Lessee and any Sub-lessees because of any increased risk, improvements made by Lessee or any Sub-lessees or liability not satisfactorily covered, in the Lessor's sole opinion, by the above insurance requirements, and Lessee agrees to promptly provide same.

16. **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/Sub-lessee's activities is the responsibility of Lessee/Sub-lessee.

17. **NON-LIABILITY OF LESSSOR**
The Lessor will neither be liable for any damage nor loss of revenue occasioned by failure to keep the building in repair, including but not limited to: lights and fuses and any problems associated with electrical malfunctions; the heat not operating properly; any damage or loss of revenue caused or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewage; the bursting, leaking or running of any pipes, tank, or plumbing fixtures, in, above, upon or about the building; any damage or loss of revenue caused or occasioned by water, snow or ice being upon or coming through the roof, skylights or trap; neglect of any owners or occupants of adjacent or contiguous property; or by public or private nuisances, regardless of cause or sources. "Notwithstanding the foregoing, Lessor shall be responsible for damages caused by its negligence or breach of the terms of this Lease."

18. **FIRE/CASUALTY**
A. If a substantial portion of the Leased Premises or the NCAC is made untenable by fire or other casualty, the Lessor may elect to:

1. Provide available comparable space within the NCAC, or repair the Leased Premises within sixty (60) days. If the Lessor elects to repair the Leased Premises option but fails to repair the premises within sixty (60) days or upon the destruction of premises by fire, the Lease term shall cease as of the date of the casualty. All outstanding debts and Rent accruing to the Lessor from Lessee prior to date of casualty whether invoiced prior to casualty or not must be paid to the Lessor. The Rent will be calculated on a per diem basis prior to the date of the casualty.

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 and/or the Leased Premises at the Lessor's expense, in which latter event this Lease

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\[Signature\]  
**DATE**

\[Signature\]  
**DATE**
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 untenantability. 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 untenantable, then the Lessor shall proceed as promptly as it can under the circumstances to repair and restore the Leased Premises and the NCAC and the rent shall abate in proportion to the non-usability of the Leased Premises during the period of untenantability. If an insubstantial portion to the Leased Premises is made untenantable, the 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 untenantable 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 untenantability 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 the 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 the 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 the Lessor after lease termination or non renewal.

19. OCCUPATIONAL HEALTH AND SAFETY ACT (OSHA)
Lessee covenants and agrees that the use of any and all 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 shall be under the care, control or tutelage of Lessee shall be governed by the Occupational Health and Safety Act of 1980 as now or hereafter as amended.

20. SECURITY DEPOSIT
Lessee agrees to deposit with the 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, the 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 the Property's Owner. If any of the security 
deposit 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 the Lessor, pay to the 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 the 
Lessor of an assignment of the right to receive the security or the remaining balance 
thereof, the Lessor may return the security to the original Lessee, regardless of one or 
more assignments of this Lease. Upon the transfer of the Lessor's interest under this 
Lease, the Lessor's obligation to Lessee with respect to the security deposit shall 
terminate upon assumption of such obligation by the transferee.

21. **ATTORNEY'S FEES**
Lessee shall pay and discharge all costs, attorney fees and expenses that shall be 
made and inurred by the 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.

22. **PARTIES**
The City, as the 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 Sub-lessees 
signing this Lease and 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 "Sub-
lessees"; "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' 
otice period as outlined in Paragraph 10, the remaining Lessee named as Lessee of this 
lease (not Sub-lessee), 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. The Leased Premises, in whole or in part, shall not 
be sublet by Lessee without the prior written consent of Lessor. At Lessor's option, 
should Lessor consent to any assignment or sublease of the demised premises, Lessee 
shall nevertheless remain liable for all terms and conditions of this Lease until the 
expiration of the lease term stated above.

23. **THE LESSOR'S ACCESS TO LEASED PREMISES**
The Lessor shall have the right to retain a set of keys to the Leased Premises, and 
Lessee shall not change any locks without the Lessor's prior written authorization, and 
without providing the 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 the 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 Property's Owner 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 the 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 the Lessor or the 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; provided however in so doing Lessor shall make reasonable efforts to allow reasonable routes of access to the leased premises. The Lessor shall not be liable to the Lessee for any expense, injury, loss or damage resulting from work done by persons other than the Lessor in or upon, or the use of, any adjacent or nearby building, land, street, or alley.

24. 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 (5th) 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 convenience to the parties, and not a substitute for personal or mailed delivery.

If to the City: Director of Parks, Recreation and Community Services
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, Room 4400

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25. **RIDERS**  
All riders attached to this Lease and initialed by the Lessor and the Lessee are hereby made a part of this Lease.

26. **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 claim(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.
D. Entire Agreement. This Lease shall constitute the entire understanding of the parties hereto, superseding any and all prior agreements, whether written or oral.

27. **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 ______________, 2011.
LESSOR: CITY OF EVANSTON
an Illinois municipal corporation

By:  

Its:  Acting City Manager

Print Name:  Martin Lyons ATTEST:  

LESSEE:

By:  

Print Name:  Tracy Samlow ATTEST:  

Approved as to form:
By:  W. Grant Farrar
Corporation Counsel

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5/1/11
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) the Lessor has agreed to lease to Lessee, to be used for: "Workshop and theatre rehearsals and performances, acting, directing and writing classes including theatre games, story theatre, scene study, improvisation, playwriting, folk theatre and body movement for children, adults, amateurs and professionals and ancillary office and administrative uses", and reasonably related activities of Lessee with prior written approval by the Director of Parks, Recreation and Community Services or designee, which approval shall not be unreasonably withheld or delayed.
APPENDIX B
COMMUNITY SERVICE REQUIREMENTS
FOR
3/1/11 through 12/31/11

Piven Theatre Workshop: Studio#102,103,105,110

REQUIRED AMOUNT: $6829.77 TOTAL APPROVED: $7360.00

Ongoing scholarships to our training center for families and individuals residing in Evanston who fall within the low income bracket or with developmental disabilities.

COMMUNITY SERVICE. Community Service activities written above must take place between 3/1/11 and 12/1/11. Community Service Proposals for the Lease period 1/1/12 through 12/31/12 must be submitted in writing to the Director of Parks, Recreation and Community Services or designee by November 1, 2011. All Community Service Proposals for each upcoming term must be submitted by November 1 of each year, and must be renegotiated and approved in advance of the next term of the lease.

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 the 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, Recreation and Community Services 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 the Lessor, the Director of Parks, Recreation and Community Services 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 the Lessor as a result of unperformed obligations.

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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/Sub-lessee/Co-lessee is required to use the leased premises a minimum of 25 hours per week and total use time less than this minimum amount 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 Sub-lessees if the Lessee (individuals only) is an Evanston resident. The 20% surcharge is applicable to a non-Evanston resident Sub-lessee only if and when the Sub-lessee assumes the remainder of the entire lease or a co-lease, or upon lease termination by Lessee or the 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 Sub-lessees will not be in excess of one-half the rent charged to Lessee by the Lessor. A written sublease agreement between Lessee and Sub-lessee must be given to the Lessor covering the lease terms prior to Sub-lessee’s use of space. The sublease agreement must include the payment schedule and the dollar amount paid by Sub-lessee to Lessee. Community service obligations assessed to Sub-lessee 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 voter registration card shows an Evanston address. Parties must notify the Director of Parks, Recreation and Community Services or designee in writing within ten (10) days of any address change. Upon request of the Director of Parks, Recreation and Community Services or designee anytime, Lessee must promptly present a current driver’s license, voter 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.

4. NOYES CENTER NOTICES AND SIGNAGE. Lessees wishing to have banners hung, notices displayed, or other material(s) displayed on poles or in the public areas of the NCAC or grounds including Tallmadge Park and all public area activities announcement bulletin board(s), doors or walls must obtain prior written approval from the Director of Parks, Recreation and Community Services or designee before having

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material(s) hung or displayed. Lastly, the Lessee and any sub-Lessees acknowledge that the City's Fire Ordinance Title 4, Chapter 12, other applicable provisions within the City Code, and the Parks, Recreation and Community Services 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. **ALCOHOL.** The consumption of alcohol in the NCAC is permitted, pursuant to a Class X or Class X1 liquor license as stated in the Evanston City Code. Such special one-day licenses shall be issued subject to the following conditions:
   A. The service of alcohol 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.
   B. The license shall be issued to and valid only for the "service premises" described with particularity in the license. A license to use particular "service premises" is not a license to use any other portion of the building.
   C. The application, which shall be submitted no later than twenty-one (21) days prior to the date of the service date sought, shall contain the following information:
      1. The name of applicant, address, and phone number.
      2. The "service premises" for which the license is applicable, a description of the approximate area of the service premises.
      3. 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, Recreation and Community Services Department or his/her designee.
      4. 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.
      5. If alcoholic beverages are present for groups of 70-125, then one off-duty Evanston Police Officer must be hired at the Lessee/tenant expense. For groups over 125, a minimum of two off-duty Evanston Police Officers must be hired at the Lessee/tenant expense.
   D. A copy of a certificate of liquor liability insurance, naming the City as additional insured in the amount of three million dollars ($3,000,000.00) for the period during which liquor will be sold.
   E. The fee for a Class X liquor license shall be fifty dollars ($50.00) or as specified in the City Code for Lessee/tenant and shall be deposited with the application. The fee for a Class X1 liquor license shall be seventy-five dollars ($75.00) or as specified in the City Code for Lessee/tenant and shall be deposited with the application.

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7. **ACCIDENTS & POLICE REPORTS.**
   
   A. Any incident or injury involving persons 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, Recreation and Community Services or designee no later than 5 p.m. on the next City of Evanston business day or sooner following the accident.
   
   B. Lessee is responsible for reporting to the Director of Parks, Recreation and Community Services 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, the Lessee must obtain from the Reporting Officer a card bearing the case number and a copy of the Police Report, and submit it to the Director of Parks, Recreation and Community Services or designee not later than 5 p.m. on the next City of Evanston business day or sooner after the Police Report is available.

8. **OBSTRUCTIONS.**
   
   A. 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, Recreation and Community Services 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, Recreation and Community Services 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. **INTERFERENCE/TENANTS.** Lessee covenants and agrees that Lessee will exercise all due caution, care 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 arts 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, Recreation and Community Services 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 the 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 the Lessor’s staff time and materials. Upon Lessee’s early termination of the Lease and/or in violation of the notice requirements of Paragraph 24 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 the Lessor for breach of any provision of the Lease, Lessee shall, upon rendition of an invoice by the Lessor, deposit with the 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. The 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, Recreation and Community Services or designee, and performs the Community Service at an alternative time agreed upon with the 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 access for that individual. Lessee will forever hold the Lessor 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 to the Leased Premises are available at the office of the Lessor. Lessee will receive two keys free of charge affording access to only the particular areas leased hereunder. See Lease Paragraph 9. The Lessor prohibits the reproduction of keys. Lessee and those holding keys under Lessee will not reproduce keys. The office of the
NCAC 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 $5.00 charge per key for all keys except in cases where the Lessor incurs a charge more than $5.00 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 the Lease terms, Lessee will pay any cost relating to the lock/core repair or replacement if the 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, Recreation and Community Services, 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, Recreation and Community Services 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.
B. 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 the Lessor or the Director of Parks, Recreation and Community Services 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, Recreation and Community Services or designee, with reference to the nature of the materials and its safe usage shall be conclusive. The Director of Parks, Recreation and Community Services 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’ x 2’ x 2’.

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
Chicagoland provided by the Illinois Environmental Protection Agency (IEPA) include:
Naperville Fire Station #4, 1971 Brookdale Rd., Naperville, IL, and Rock River
Reclamation District, 333 Kishwaukee, Rockford, IL, (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 relation to operation of 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 NCAC 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 NCAC. 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 Sub-lessee) 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 and rent, as well as all other obligations imposed hereunder by this lease. Upon the Director of Parks, Recreation and Community Services or designee’s direction or upon the request of the remaining Lessee, the Director of Parks, Recreation and Community Services 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 THE 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 or 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.

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[Signature]

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21. **ABANDONMENT.** Lessee is required to notify the Director of Parks, Recreation and Community Services 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, the 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 the Lessor or imposed by the Lessor as a result of Lessee’s abandonment or non-use of space.

22. **PARKING REGULATIONS.** Annual parking permit 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, Sub-lessees, 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, Recreation and Community Services is obtained. Parking Permit privileges are limited to attendance at the NCAC. Parking Permit privileges will be considered by the Director of Parks, Recreation and Community Services 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 NCAC, and for visitors and others who are pre-approved by the Director of Parks, Recreation and Community Services 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 driver’s 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, Recreation and Community Services 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 as written in Appendix A 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, Recreation and Community Services 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, Recreation and Community Services or designee, make use of the Noyes Center Gallery(ies) on a fee basis at established rates. 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, Recreation and Community Services 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. The Lessor agrees to pay all water, gas and electricity charges (except for air conditioning) , however, additional fees as listed on the attached fee matrix (see Appendix D, Page 3) could apply anytime and/or if excessive usage as determined by the Property’s Owner occurs any time during the term of the Lease.
B. Lessees will be billed for the use of air conditioners and air-handling units. 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 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
<table>
<thead>
<tr>
<th>FY 10/11</th>
<th>FEE</th>
<th>DESCRIPTION</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIR CONDITIONERS &amp; AIR</td>
<td>$91.00</td>
<td>Monthly fee for studios ranging between 1-500 sq. ft.</td>
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<td>HANDLING UNITS</td>
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<td>&quot;    &quot;</td>
<td>$122.00</td>
<td>Monthly fee for studios ranging over 500 and up to 1,000 sq. ft.</td>
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<td>Monthly fee for studios ranging over 1,000 and up to 2000 sq. ft.</td>
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<td>Monthly fee for studios over 2,000 sq. ft.</td>
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<td>KEYS</td>
<td>$5.00</td>
<td>First two (2) keys to all Leased spaces with a Lessor installed lock are</td>
<td>Free</td>
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<td></td>
<td></td>
<td>free.</td>
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<tr>
<td>KILNS</td>
<td>TBA</td>
<td>Monthly fee for tabletop models</td>
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<td>&quot;    &quot;</td>
<td>TBA</td>
<td>Monthly fee for floor models</td>
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<td>NOYES GALLERIES</td>
<td>$40.00</td>
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<td>PARKING - LOT #51</td>
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<td>Monthly fee for each permit for Leaseholders &amp; Sublessees</td>
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<td>Monthly fee for all non-Leaseholders &amp; Sublessees</td>
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<td>Daily fee for each permit</td>
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<td>SERVICE (UTILITY) FEE</td>
<td>$66.00</td>
<td>Flat daily rate for all users if Bldg. is occupied other than normal Bldg.</td>
<td>Same rate if Theatre is used</td>
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<td>&quot;    &quot;</td>
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<td>hours. See Appendix E.</td>
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<td>STUDIO #106*</td>
<td>$20.00</td>
<td>Tenant rate/hourly for performances relative to lease</td>
<td>Same rate if Theatre is used</td>
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<td>&quot;    &quot;</td>
<td>$20.00</td>
<td>Tenant rate/hourly for all other arts activities relative to lease</td>
<td>Same rate if Theatre is used</td>
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<td>&quot;    &quot;</td>
<td>$40.00</td>
<td>Tenant rate/hourly for reception relative to Lessee's approved activities</td>
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<td>Non-Tenant Evanston Non-for-Profit or Individual rate/hourly for arts related events</td>
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<td>$52.00</td>
<td>Non-Tenant Non-for-Profit or Individual rate/hourly for arts related events</td>
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</table>

**OBSERVED HOLIDAYS 2011-12**

- Independence Day, Monday, July 4, 2011
- Labor Day, Monday, September 5, 2011
- Thanksgiving, Thursday, November 24, 2011, and the day after Thanksgiving, Friday, November 25, 2011
- New Year's Day, Sunday, January 1, 2012, and Monday, January 2, 2012 (observed holiday)
- Dr. Martin Luther King Jr.'s Birthday, Monday, January 16, 2012

**LESSEE:**

**DATE:**

March 1, 2011
obtained from the Director of Parks, Recreation and Community Services or designee. Air conditioning units must be properly insulated to minimize energy exhaustion as determined by the Lessor. Failure to remove air-conditioning units from October 1 through May 31 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 utility fees and other charges associated with NCAC.

C. Additional services such as charges for use of phone service (landline and cell phone) and cable television will not be provided at Lessor expense. If necessary, the Lessor acknowledges and agrees that if he/she seeks to have a new service (cable, phone, etc.) provided to the NCAC for the use in their Lease Premises, the Lessee will follow the proper City procedures and obtain the necessary approvals prior to the installation of the service.

4. 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 building on 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/Sub-lessee’s activities or actions. Prior written approval is needed from the Director of Parks, Recreation and Community Services or designee 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 the Lessor’s option constitute a material breach of this Lease and result in termination of this lease.
APPENDIX E
TIME OF USE

TIME OF USE. Lessee will have the right to use the Piven Theatre until 2:00 a.m., related to the production and operational components of the Piven Theatre Workshop and such time of use will be granted to employees, consultants, actors, and other agents of Piven Theatre Workshop. However, permission will not be given to stay later for classes and performances. Other hours for usage of the Noyes theatre are limited to normal hours and days of operation of the Center. Said normal hours may be changed by the Lessor. Unless required by the City’s best interests or particular existing conditions the hours shall include the following open hours: from September through May, open hours shall be between 8:15 a.m. and 11:00 p.m. on Monday through Friday, between 7:30 a.m. and 11:00 p.m. on Saturday, and between 10:00 a.m. and 6:00 p.m. on Sunday. The open hours from June through August shall be between 7:30 a.m. and 11:00 p.m. on Monday through Saturday, and 10:00 a.m. and 6:00 p.m. on Sunday.

The Center will be closed on holidays/days as observed by the City of Evanston. Lessee understands and agrees that Lessee’s rent will not be reduced for the weeks in which the aforesaid holidays occur (see Appendix D). The Director of Parks, Recreation and Community Services or designee will notify Lessee of additional dates the NCAC will be closed in addition to those dates stated in Appendix D. The Lessee may, by written arrangement with the Director of Parks, Recreation and Community Services 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 NCAC open beyond normal building hours in addition to a $66.00 service fee utility charge and rental charges associated with rental space and equipment if applicable.
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 Sub-lessee) 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 Sub-lessee, the Sub-lessee’s term will end at the same time the Lessee’s term ends and the Leased Premises will be placed on the market. The Sub-lessee may reapply along with other applicants applying for the Leased Premises.
APPENDIX G
INSURANCE REQUIREMENTS
Noyes Lease for Term: 3/1/11 through 12/31/11

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>MINIMUM INSURANCE COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thirty day notice of cancellation Required on all certificates</td>
<td>Bodily Injury and Property Damage Consequent Death</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial General Liability including:</th>
<th>Each Occurrence</th>
<th>Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Comprehensive form</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>2. Premises – Operations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Explosion &amp; Collapse Hazard</td>
<td></td>
<td></td>
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<tr>
<td>4. Underground Hazard</td>
<td></td>
<td></td>
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<tr>
<td>5. Products/Completed Operations Hazard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Contractual Insurance – With an endorsement on the face of the certificate that it includes the “indemnity” language set forth in Appendix “I” of the Lease</td>
<td></td>
<td></td>
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<tr>
<td>7. Broad Form Property Damage – construction projects only</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Independent Contractors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Personal Injury</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Automobile Liability
Owned, Non-owned or Rented (as related to Tenant’s 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
# APPENDIX H
## MISCELLANEOUS DEFINITIONS

<table>
<thead>
<tr>
<th>TERM</th>
<th>DEFINITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADA</td>
<td>Americans with Disabilities Act of 1990</td>
</tr>
<tr>
<td>ITS</td>
<td>His/Her/Their</td>
</tr>
<tr>
<td>LESSEE</td>
<td>Lease Holder: Lessees, Co-Lessees, Sublessees</td>
</tr>
<tr>
<td>LESSOR</td>
<td>City of Evanston</td>
</tr>
<tr>
<td>NCAC</td>
<td>Noyes Cultural Arts Center</td>
</tr>
<tr>
<td>OSHA</td>
<td>Occupational Health and Safety Act of 1980</td>
</tr>
<tr>
<td>RESIDENT</td>
<td>If current driver's license and voter registration card shows residency in Evanston.</td>
</tr>
</tbody>
</table>
APPENDIX I

INDEMNITY

Lessee and Lessee’s insurance company agree as follows:
The Lessee shall indemnify, protect, and hold harmless the City of Evanston, its agents, consultants, officials and employees, against all injuries, deaths, loss damages, claims, patents claims, suits, judgments, costs and expenses which may in anywise accrue against the City in consequence of the granting of this contract 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 its employees, of the sub-Lessee or its employees, if any, or of the City or its employees; and the Lessee shall, at its 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 judgments shall be rendered against the City in any such act, the Lessee shall, at its own expense, satisfy and discharge same.

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

LESSEE’S LIABILITY INSURANCE

- Lessee shall not commence work under this contract until they have obtained all insurance required herein and such insurance has been approved by the City’s Law Department. Nor shall the Lessee allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- The City of Evanston shall be named as an additional insured on the policy of the contractor for whatever the policy limits are for the contractor, but in no event shall the Comprehensive General Liability limits be less than $3,000,000.
- If the Lessee has more than one project for which it has a contract with the City of Evanston there shall be separate Certificates of Insurance naming the City as an additional insured on each separate policy.
- In the event of accidents, injuries, or unusual events, whether or not any injury occurred, the Lessee shall promptly furnish the City’s Law Department with copies of all reports of such incidents.
- The Lessee shall furnish one (1) copy of a certificate, with the City named as an additional insured, showing the minimum coverage with insurance company acceptable to the City’s Law Department outlined in Appendix E.
**Certificate of Liability Insurance**

**Date:** 2/9/2011

**Producer:** Paczolt Financial Group  
913 Hillgrove Ave.  
P.O. Box 694  
LaGrange  
IL 60525

**Insured:** The Piven Theatre Workshop  
927 Noyes St  
Evanston  
IL 60201-6206

**Contact:** Stephen Paczolt  
PHONE: (708) 579-3128  
FAX: (708) 579-0236  
EMAIL: Steve@Paczolt.com  
CUSTOMER ID #: 0001759

**Insurers Affording Coverage:**  
INsurer A: Illinois Emasco Insurance Co  
INsurer B:  
INsurer C:  
INsurer D:  
INsurer E:  
INsurer F:  
NAIC #: 32808

**Certification Number:** CL112905661

**Revision Number:**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**Important:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Coverages:**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>LRTR</th>
<th>Type of Insurance</th>
<th>Addl Insr Insr Dv</th>
<th>Policy Number</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
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<tbody>
<tr>
<td>A</td>
<td>General Liability</td>
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<td></td>
<td>Commercial General Liability</td>
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<td>3D20143</td>
<td>2/25/2011</td>
<td>2/25/2012</td>
<td>EACH OCCURRENCE</td>
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<td>DAMAGE TO RENTED PREMISES (EA occurrence)</td>
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<td>MED EXP (Any one person)</td>
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<td>PERSONAL &amp; ADJ INJURY</td>
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<td>GENERAL AGGREGATE</td>
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<td>PRODUCTS - COM/PROP AGG</td>
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<td>Automobile Liability</td>
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<td>ANY AUTO</td>
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<td>ALL OWNED AUTOS</td>
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<td>SCHEDULED AUTOS</td>
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<td>HIRED AUTOS</td>
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<td>NON-OWNED AUTOS</td>
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<td></td>
<td>UMBRELLA LIABILITY</td>
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<td>OCCUR</td>
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<td>EXCESS LIABILITY</td>
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<td>CLAIMS-MADE</td>
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<td>DEDUCTIBLE</td>
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<td></td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>V/N</td>
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<td></td>
<td>ANY PROPRIETOR PARTNER</td>
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<td></td>
<td>EXCLUDED OFFICER/MEMBER</td>
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<td>(Mandatory in NY)</td>
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<td></td>
<td>N/A</td>
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<td></td>
<td>DESCRIPTION OF OPERATIONS below</td>
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</tr>
</tbody>
</table>

**Description of Operations/Locations/Vehicles:** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The certificate holder is listed as an additional insured with regards to the above policies, ATIMA.

**Certificate Holder:**

City of Evanston  
927 Noyes Street  
Evanston, IL 60201

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

Stephen Paczolt/STEVE
<table>
<thead>
<tr>
<th>FY 2013</th>
<th>FEE</th>
<th>DESCRIPTION</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIR CONDITIONERS &amp; AIR HANDLING UNITS</td>
<td>$91.00</td>
<td>Monthly fee for studios ranging between 1-500 sq. ft.</td>
<td></td>
</tr>
<tr>
<td>&quot; &quot; &quot;</td>
<td>$122.00</td>
<td>Monthly fee for studios ranging over 500 and up to 1,000 sq. ft.</td>
<td></td>
</tr>
<tr>
<td>&quot; &quot; &quot;</td>
<td>$152.00</td>
<td>Monthly fee for studios ranging over 1,000 and up to 2000 sq. ft.</td>
<td></td>
</tr>
<tr>
<td>&quot; &quot; &quot;</td>
<td>$181.00</td>
<td>Monthly fee for studios over 2,000 sq. ft.</td>
<td></td>
</tr>
<tr>
<td>KEYS</td>
<td>$5.00</td>
<td>First two (2) keys to all Leased spaces with a Lessor installed lock are free.</td>
<td></td>
</tr>
<tr>
<td>KILNS</td>
<td>TBA</td>
<td>Monthly fee for tabletop models</td>
<td></td>
</tr>
<tr>
<td>&quot; &quot;</td>
<td>TBA</td>
<td>Monthly fee for floor models</td>
<td></td>
</tr>
<tr>
<td>NOYES GALLERIES</td>
<td>$40.00</td>
<td>Hourly rate for all users</td>
<td></td>
</tr>
<tr>
<td>PARKING - LOT #51</td>
<td>$30.00</td>
<td>Monthly fee for each permit</td>
<td></td>
</tr>
<tr>
<td>&quot; &quot; &quot;</td>
<td>$5.00</td>
<td>Daily fee for each permit</td>
<td></td>
</tr>
<tr>
<td>SERVICE (UTILITY) FEE</td>
<td>$66.00</td>
<td>Flat daily rate for all users if Bldg. is occupied other than normal Bldg. hours. See Appendix E.</td>
<td></td>
</tr>
<tr>
<td>STUDIO #106</td>
<td>$20.00</td>
<td>Tenant rate/hourly for performances relative to lease</td>
<td>Same rate if Theatre is used</td>
</tr>
<tr>
<td>&quot; &quot;</td>
<td>$20.00</td>
<td>Tenant rate/hourly for all other arts activities relative to lease</td>
<td>Same rate if Theatre is used</td>
</tr>
<tr>
<td>&quot; &quot;</td>
<td>$40.00</td>
<td>Tenant rate/hourly for reception relative to Lessee's approved activities.</td>
<td></td>
</tr>
<tr>
<td>&quot; &quot;</td>
<td>$42.00</td>
<td>Non-Tenant Evanston Non-for-Profit or Individual rate/hourly for arts related events</td>
<td></td>
</tr>
<tr>
<td>&quot; &quot;</td>
<td>$52.00</td>
<td>Non-Tenant Non-for-Profit or Individual rate/hourly for arts related events</td>
<td></td>
</tr>
</tbody>
</table>

OBSERVED HOLIDAYS 2013

- New Year's Day, Tuesday, January 1, 2013
- Dr. Martin Luther King, Jr.'s Birthday, Monday, January 21, 2013
- Memorial Day, Monday, May 27, 2013
- Fourth of July, Thursday, July 4, 2013
- Labor Day, Monday, September 2, 2013
- Thanksgiving Day, Thursday, November 28, 2013
- Day After Thanksgiving, Friday, November 29, 2013
- Christmas Eve, Monday, December 24, 2013
- Christmas Day, Tuesday, December 25, 2013
Memorandum

To: Human Services Committee
From: Wally Bobkiewicz, City Manager
Subject: Relocation Criteria – Noyes Cultural Arts Center
Date: May 2, 2013

At the April 22, 2013 meeting of the City Council, Mayor Tisdahl requested that a new criteria be developed for relocation of existing Noyes Cultural Arts Center tenants based on Evanston based arts organizations and Evanston based artists.

Staff is working to develop a new space plan to accommodate the Piven Theater Workshop proposal and existing tenants based on the criteria above.

This work continues and it is anticipated that a new plan will be available for presentation to the Human Services Committee at its June 3, 2013 meeting.