HUMAN SERVICES COMMITTEE
Monday, April 7, 2014
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 3, 2014

Citizen Comments

III. ITEMS FOR DISCUSSION

IV. TOWNSHIP OF EVANSTON
HHT1 Township Monthly Bills

V. ITEMS FOR CONSIDERATION
HH1 Review of February & March Police Complaints
HH2 Evanston Animal Care and Control Operations
HH3 26-O-14 Human Rights Ordinance
HH4 10,000 Ripples Public Art
HH5 Noyes Tenants’ Leases

VI. COMMUNICATION
HH6 First Quarter Report for Tenant Base Rental Assistance (TBRA)

VII. ADJOURNMENT

Order & Agenda Items are subject to change. Information about the Human Services Committee is available at: www.cityofevanston.org/humanservices. Questions can be directed to Joe McRae Deputy City Manager at 847-448-8267.

The City of Evanston is committed to making all public meetings accessible to persons with disabilities. Any citizen needing mobility or communications access assistance should contact the Facilities Management Office at 847-859-7886(Voice) or 847-448-8064 (TTY).
HUMAN SERVICES COMMITTEE
Monday, March 3, 2014
7:30 p.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present: Alderman Burrus, Alderman Braithwaite, Alderman Grover, Alderman Fiske, Alderman Holmes, Alderman Tendam

Members Absent: None

Staff Present: Wally Bobkiewicz, Chief Richard Eddington, Grant Farrar, Jennifer Lasik, Joseph McRae, Melissa Parker

Others Present: Alderman Rainey

Presiding Member: Alderman Holmes

AGENDA

I. CALL TO ORDER / DECLARATION OF QUORUM
With a quorum present, Madam Chair Holmes called the meeting to order at 7:35 p.m.

II. APPROVAL OF MEETING MINUTES OF FEBRUARY 3, 2014
Alderman Grover moved approval. Alderman Braithwaite seconded. A voice vote was taken to approve the February 3, 2014 minutes and it was approved 6-0.

IV. TOWNSHIP OF EVANSTON

HHT1 Assessor Bonnie Wilson’s Report
No report was presented

HHT2 Update from Acting Township Supervisor
Township Supervisor, Wally Bobkiewicz, gave a brief update on the Township since it had been awhile and introduced Evonda Thomas-Smith, Director of the Health Department and Interim Director of the Township, to present.

Ms. Thomas-Smith stated that they hired a new Township Case Coordinator, Indira Perkins, to support the services that have recently been provided. She brings an extensive background in social work and case management.

Ms. Thomas-Smith shared that she has been able to build and restore past relationship the YMCA and with Kevin Brown, Youth and Adult Program Manager, to identify clients that were eligible for general and emergency assistance. Through that meeting they received 26 new general assistance clients.

The Township has partnered with the Erie Family Health Center to provide a screening event, come meet a doctor event, and to enroll eligible clients, which is about 80% of their case load into health care benefits through the Affordable Care Act. This service will provide a half a million dollar of savings in medical and pharmaceutical costs. The first round will be held on March 16th at Erie Family Health Center.
Alderman Holmes and Grover each stated that they were happy to see the healthcare that is being provided to the clients and the savings that will occur.

Alderman Holmes asked about the other 20% of the clients, are there circumstances that are affecting them or have the not been through the process yet.

Ms. Thomas-Smith replied that those clients already have a healthcare provider.

**HHT3 Township Monthly Bills**

Alderman Grover moved approval of the Township Monthly Bills. Alderman Braithwaite seconded. A voice vote was taken to approve the Township Monthly Bills and it was approved 6-0.

V. ITEMS FOR CONSIDERATION

**HH1 Review of December and January Police Complaints**

Alderman Grover moved approval. Alderman Tendam seconded. A voice vote was taken to accept the January Police Complaints and it was approved 6-0.

**HH2 Noyes Tenants and Arts Council Joint Recommendation**

Maggie Weiss, Chair of the Noyes Tenants Committee and Lisa Degliantoni, Co-Chair of the Evanston Arts Council presented in response to the request for recommendations for policies and procedures for the Noyes Cultural Arts Center from the Human Services Committee and the City Manager. Ms. Weiss and Ms. Degliantoni provided a more in-depth look at the recommendations that were included in the packet. One of the main points of emphasis was having a City staff person present at the Noyes Center as point of contact for visitors and increased safety.

Alderman Burrus asked if there has been any consideration of the Noyes Tenant Association running the building and buying it.

Ms. Weiss answered that it was considered two years ago prior to the Piven proposal and hasn’t been reconsidered since then.

Alderman Burrus asked if that could be reconsidered and to possibly put in a proposal to buy the building from the City.

Ms. Weiss replied that has not been reconsidered because of the economic feasibility and the insurance of a free standing building.

Alderman Burrus reiterated that the Noyes Tenant Association wants the City to maintain the building and take on the liability of the building while providing a receptionist to help safeguard the artwork in the building that is from the tenants in the building.

Ms. Weiss indicated that they were looking for a part-time staff member in lieu of the three City staff members that were moved out two months ago.

Alderman Burrus suggested that a volunteer play that role.

Ms. Weiss stated that her understanding would be that it would be organized through City staff with volunteers that are already in place.

Alderman Grover said that she thought that although there may not have been 100% buy in from the Arts Council there was a consensus that these are the recommendations to be supported.

Ms. Weiss agreed that there was a majority consensus.

Alderman Tendam asked the City Manager what other buildings does the City owns and operates as recreation centers that there is not any presence of City staff or City security that community members use.

Mr. Bobkiewicz responded that other than the Evanston Arts Center is the only other building which the City does not operate. The other facilities are actively operating programs. He would recommend that
they hold it in the committee because there is a need to operationalize some of these ideas. There has been general support for having a first floor desk so the question would be about having someone there, how often, and by whom.

Alderman Tendam stated that he believed it is important not to look at it as an arts gallery space but as a recreational facility.

Mr. Bobkiewicz replied that the challenges that are still worked on are taking a look at the cultural arts programming to decentralize it so that arts are happening all over the City where typically it has been at Noyes. It is a unique opportunity for arts programming that has not been City staff led.

Alderman Fiske asked if Mr. Bobkiewicz is solely going to look at how to make these recommendations procedurally work. Is staff in general support of the recommendations?

Mr. Bobkiewicz answered yes. The only other issue is the square footage issue and to make it operational so when current and future tenants come they have criteria set.

Alderman Fiske shared that her preference would be to have a physical person there as it can be a difficult building to find your way around. She believes the artists that are paying rent should be protected.

Alderman Holmes stated that whatever is decided needs to be sustainable.

Mr. Bobkiewicz indicated that the City wants to get away from staff members that just sit and that it would be important to make sure that person has more to do. We currently use volunteers to help at the front desk of the Civic Center to help point people in the right direction.

Alderman Burrus asked if there are any other buildings that are primarily rented space that the City is not holding activities other than Noyes.

Mr. Bobkiewicz replied that if you discount the Harley Clarke Mansion the answer is no.

Alderman Burrus also asked what activities are being run at Noyes by City staff.

Joe McCrae, the Director of Parks and Recreation and the Deputy City Manager, responded that some of the arts camps are conducted in there during the summer and the use of Fleetwood-Jourdain Theatre.

Alderman Burrus then asked if the gallery space in the hallways is run by the Tenants Association or the Arts Council and is that space rented as well.

Ms. Degliantoni answered it is collaboratively from both and the hallway space is not rented.

Alderman Burrus asked if the artwork is part of the gallery, what would be the City’s liability.

Ms. Weiss replied that any artist signs a form that indicates that the City of Evanston will be liable.

Alderman Burrus indicated that she has some concerns around this as we are taking on a lot of liability without being compensated for the gallery space. It doesn’t seem to be a financially sound decision with providing free space and taking on the liability.

Alderman Grover moved to accept receiving the recommendations from the Arts Council and the Tenants Association but to hold action on the recommendations to adoption of them in committee until things have been operationalized. Alderman Braithwaite seconded.

Alderman Braithwaite asked if the City has a copy of the liability letter on file.

Ms. Weiss indicated that there would be a copy in Parks and Recreation on file.

A voice vote was taken to and it was approved in favor 5-1. Alderman Burrus was the opposed.

HH3 Extension of Service Agreement with Presence Health for Mental Health Crisis Intervention and Community Outreach Services

Ms. Thomas-Smith reported on the impact of the crisis intervention services that are provided by Presence Health which has decreased calls to 911 and connected 13 to 20 families that weren’t before. Presence
Health has provided the three different shifts training and has employed a part-time social worker in the library. The initial contract for year one was to provide $55,000 and they are asking for an extension to take us to December of 2014 for a total of a little over $73,000. The total two year extended contract is a full $128,000. Staff is recommending this extension.

Alderman Braithwaite shared that it is hard to read the breakdown of the demographic data included in the packet.

Ms. Thomas-Smith replied that she will get that information to the Committee.

Alderman Grover asked how we get more people aware of the services that are being provided.

Ms. Thomas-Smith specified that most of the promotion was through word of mouth, ward meetings, and other forms. Presence Health hired a new manager that will be working on a different level of outreach.

Alderman Grover reiterated that this is the 24/7 crisis hotline which did not exist a year ago and the number is 708-681-HELP (4357).

Alderman Burrus stated that this is a perfect example of giving better services to the community and we should look at this for other areas of the City as well. This is helping us save costs elsewhere.

Alderman Grover moved approval of the amendment to the service provider agreement with Presence Behavioral Health for the 24 hour crisis line. Alderman Tendam seconded. A voice vote was taken to and it was approved in favor 6-0.

### HH4 Torrens Grant Expenditures

Ms. Thomas Smith stated that we are a pass through for Cook County for the lead prevention program. Once a child in our jurisdiction has lead poisoning the City inspectors go out test soil and paint chips to find the source. Once the source has been determined abatement and remediation has to be done. The grant allows us to reimburse the contractor that performed that work.

Alderman Grover shared that there were a couple of cases in private residences with lead poisoning and they had to go through the lead abatement rehabilitation. Who qualifies for the Torrens Grant Expenditures?

Ms. Thomas-Smith replied that there are qualifications and there is an income qualification as well.

Alderman Grover moved the approval of the payment for lead rehabilitation property at 1409 Washington St. Alderman Tendam Seconded. A voice vote was taken to and it was approved in favor 4-0. Alderman Burrus and Braithwaite had stepped out of the Council Chambers.

### HH5 Report of Subcommittee on Operation of Evanston Animal Shelter and City Affiliation with the Community Animal Rescue Effort (C.A.R.E.)

**Citizen Comments**

The following people spoke concerning the HH5:

- Judy Voigt, 7040 N Sheridan
- Asher Beederman, 9050 Kildare
- Kristin Callis, 926 Judson Ave
- Karin Williams, 2101 Oakton St.
- Erin Chrusciel, 716 Brummel
- Emma Smith, 1607 Dobson
- Karen Strauss, 1616 Hinman
- Sheryl Ferrar, 1124 Brummel
- Mark Carlson, 623 Oakton St.
- Linda Scott, 1203 Elmwood
- Patricia Thrash, 2337 Hartrey Ave.
- Ann Mallow, 2315 Hartzell St.
- Kirsten Carlson, 2325 W Barlow
- Susan Hodges, 3333 Grant
- Vicki Paseuko, 503 W Oakdale
- Alisa Kaplan
- Yvette Granberry

Alderman Holmes stated that for clarification based on citizen comments that it was recommended at the last meeting that a sub-committee be formed. She thought with both sides that there would be
recommendations or a solution. She reiterated that it was always the intent for the sub-committee to come back to Human Services and then this committee will make a recommendation to City Council.

Alderman Grover stated that it has been a long community deliberation on how to manage the operations at the animal shelter under C.A.R.E. The sub-committee’s deliberations had turned out differently then she had intended. Alderman Tendam had expressed at the beginning of the second meeting that it was to determine whether the City and C.A.R.E could work together and under what terms. She believed that the policies and procedures would be proposed on how the shelter would be operated and with what expectations. Those would then be incorporated into a draft agreement and submitted to C.A.R.E. for approval or rejection. She cannot make any conclusions with C.A.R.E.’s unwillingness to move forward until they have been presented with specific expectations and embodied in specific terms of an agreement. Those were not provided from the sub-committee. She suggested a revised agreement with C.A.R.E. incorporating everything the City would like to see at the shelter. If CARE then decides that those are not terms in which they would like to operate then they can walk away from the agreement. It would be precipitous of the City to terminate the relationship with C.A.R.E without knowing what they are willing to do. Give C.A.R.E. our best proposal for how we want the shelter to operate. The agreement that we draft has to apply to anyone that comes into our shelter and not be specific to C.A.R.E. It does seem that the C.A.R.E. Board of the Directors has gotten in its own way and could possibly take a look at how they have handicapped themselves in this discussion and should possibly take a look at their leadership.

Alderman Burrus expressed concerns of the lack of changes in the leadership of the C.A.R.E. Board. She found it suspect to have the same leadership for many terms because it doesn’t leave opportunity for innovation. C.A.R.E. has done amazing work and she would like to continue the relationship but under a different agreement. Maybe it is time for new leadership and give the opportunity to the many volunteers.

Alderman Fiske shared that it was early 2012 when we first heard concern of the euthanasians. Before that the Council was not aware of the percentages that were astounding. In the past two years we have been meeting with C.A.R.E. and it ended in a stalemate and that is when it was decided to send it to this committee. The sub-committee was formed and there have been two meetings about what they are willing to do to change and increase transparency. She and Alderman Tendam were so serious about something needing to be done because of all of this. They had the opportunity to provide more information and they faced resistance. This week the Chief of Police asked for all records of animals that came through C.A.R.E. since 2010 which initially the President had agreed to do and then they came back this week that their attorney did not want them to do so. That was since the sub-committee. This shows no indication that there is an openness and willingness to work with the City. We have the highest euthanasia rate almost in the almost the entire metropolitan area. She did not feel it was appropriate for the City to work with an agency that was only willing to make token improvements. She would like to see the money and time go into the shelter as she has seen elsewhere and through rescue groups. Until they can tell us how they will reduce the euthanasia rate can be lowered then we can’t. Maybe we look at a group that could take care of the dogs and they continue to take care of the cats because that is the one thing she has heard that they have done a good job with. What is happening right now is a group of volunteers stepped forward to save dogs that were recommended for euthanasia and out of their own pockets they have paid for medical expenses and taken care of these dogs. They have worked with rescue groups and the animal warden to get them placed and that is what CARE should be doing but they are not.

Alderman Braithwaite agreed with Alderman Burrus. There are things that need tweaking and he was not sure that getting rid of C.A.R.E. would be the right solution but did express concern about the board. He highlighted that there should be time for an election and the questions by Alderman Tendam and Fiske should be answered. There seems to be the board and the people that support that board and he hated the thought of having to find a new entity because of some bad practices by board members.

Alderman Burrus stated that one of the C.A.R.E. Board members brought up a really good point. We have not heard from the animal warden. The City has a responsibility to say that we could make changes because the animal warden can make our policies.
Linda Teckler, Chief Animal Warden from the Evanston Animal Shelter, stated that C.A.R.E. implied to her that they were certified in the behavior evaluations. She assumed that what they were doing and after the Claude incident she realized that she should have been paying better attention.

Alderman Burrus stated that the blame is not all on C.A.R.E. but we need to take on some of the blame.

Richard Eddington, Chief of Police, stated that one of the bases of the relationship with C.A.R.E. is that they have been the evaluators of the dogs. When the issue came to our attention we intervened to cease the euthanasia rate but please understand that the whole system has been built on that someone has to evaluate the dog. The center of this controversy is C.A.R.E.’s unwillingness to modify that evaluation. There have been a lot of bruised egos that go back a long way and he is not sure that relationship is repairable. Operationally with the Chief Animal Warden and the core of volunteers that are willing to care for the animals they can maintain the shelter. That would mean there would be more costs for the City.

Alderman Burrus asked why didn’t we take responsibility a long time ago to control of the evaluation and train our animal warden and helpers to do the evaluations instead of relying on C.A.R.E.

Chief Eddington replied that if you look at the relationship between these two entities, C.A.R.E. is in charge of adoptions and evaluators and the City is the dog catchers and kennel maintainers. It is two different functions and we have grown dependent on their evaluations.

Alderman Tendam stated that it has been difficult to listen to after having more in-depth conversations during the sub-committee discussions but he wasn’t privileged to the information discussed in the prior meetings over the past two year. What could we expect from a forward thinking community like Evanston? We don’t seem to be doing much of any of it. When we took over the stopping of the euthanasia, then what? C.A.R.E. didn’t want the dogs and the police couldn’t have the dogs so a group of volunteers stepped in to look after them. They created the safety network for the 20 dogs to be rescued. They did it at their own expense for the time and money because C.A.R.E. didn’t want to have any responsibility time wise or financially for those lost dogs. To him that was unacceptable. There was a statement in the second meeting that turned the tide for him which was that we could run two separate entities under the shelter. C.A.R.E. could take in the dogs that are easy to rescue and put into homes. Evanston would want something more comprehensive. It was an unreasonable solution and that was the point that he believed it had no future. There were times things were heated and that is because these are people that are passionate about pets and animals and he would expect that. He believed the relationship is contaminated and if we don’t approve this where do we go?

Alderman Fiske shared that one of the things we might do is to do an RFP to ask partners that want to come in to handle the care of the animals. We could come up with the list of what we want. She doesn’t think based on everything that has been said and done that it serves us well to limit ourselves to one organization. Right now she couldn’t support moving forward with C.A.R.E. Alderman Fiske then asked Chief Eddington during this time if we decided to do an RFP would the Police department be able to take over the care of the shelter. Would all of the animals would stay at the shelter and be able to move forward with adoptions?

Chief Eddington answered yes they are.

Alderman Holmes shared that through this whole process since 2007. She was troubled that she cannot understand how C.A.R.E. which began here in Evanston had this long working relationship and doesn’t hear the passion to stay and work with the City of Evanston. It’s a piece that is missing for her. She understood that feelings can get in the way but if we are all concerned about the wants to know how can C.A.R.E. just walk away from 25 years of service without a fight or willingness to show us the changes that are asked to be made.
Alderman Grover shared that it seems we don’t even have a good vision of what we want from our shelter. She motioned that we receive the sub-committee report and direct the City staff to draft an agreement with C.A.R.E. to optimize our shelter operations and we are explicit and specific about how the operations of the shelter should be operated. Then if C.A.R.E. decides that they don’t agree to the terms then they could walk away. If C.A.R.E. decides that they can work under that agreement then we continue our longstanding relationship with them. Alderman Burrus seconded the motion.

Alderman Fiske thought there was some disagreement here. She stated that it would be better to come up with what we want the operation of the shelter to look like and it could be presented to any number of organizations. We would leave it up to who the best possible partnership would be and that doesn’t preclude C.A.R.E. from taking on that role. Otherwise it does preclude other very qualified organization.

Alderman Braithwaite shared the only thing he would edit is to include new election of the board and have new leadership. He believed that it is time and truly believe that in this room there is the leadership to move this organization forward. That should be part of the request.

Alderman Holmes replied that she doesn’t think is within our purvey to tell what to do with their board but we can check with law.

Grant Farrar, corporation council, stated that we could make the request that they make an amendment to the bylaws and request with date certain that they come back with an amended composition of the board.

Alderman Tendam included that he doesn’t know what is going to help us turn the corner to do this objectively. He doesn't support dragging this out for months and months and expressed his disappointment.

Alderman Fiske suggested leaving things as they are. If we want to talk about what those goals are then let’s talk about them but C.A.R.E. has shown they are generally not responsive. She agreed with Alderman Tendam and this is being highly watched in the community and we need to be more proactive to finding answers. Going forward with C.A.R.E. with the leadership that is in place is a big mistake. She wanted the volunteers to know that she understands their love for the animals and understand their pride in the time and effort of their care for the animals.

Alderman Braithwaite stated that he saw the President of C.A.R.E. present who hasn’t spoken and asked if she has any feedback on the discussion?

Linda Gelb, President of C.A.R.E., stated that she doesn’t know how to answer the questions right now because she sits on a board with 10 other people and they make the decisions. We look at things very carefully and judge how they fit in with the community. She has heard so many things tonight that has gone to the euthanasias of animals, to replacing the board of CARE. We don’t know what you want. When we were told to stop euthanizing animals we asked for a waiver of liability filled out on each one before they went out. We have educated people doing the evaluations and they have modified them. They have changed some of the standards and the dogs they are putting out now are not dogs they would put out three or four years ago. We have to look as to whether or not our philosophy follows with the recommendations. We don’t have a clear vision of what the City wants at this point in time. She had no other comments at that point in time and doe have the best interest of the City of Evanston at heart.

Alderman Fiske asked why the reference to the City was removed from the bylaws and website.

Ms. Gelb replied that they have been trying to rebrand over the past three years. They have had a vision of helping more communities and that is the direction we are headed.

Alderman Fiske asked if they would have a presence at other municipal animal shelters.
Ms. Gelb answered that they would have a separate location outside of Evanston.

Alderman Fiske didn’t understand why they would remove reference to the City of Evanston.

Ms. Gelb said they are not exclusively the City of Evanston’s. They are an independent organization and want to be able to operate more independently than what they have been.

Alderman Braithwaite asked how often you meet with all of your volunteers.

Ms. Gelb replied three or four times a year.

Alderman Braithwaite then asked what the average length of term was for your board members starting with yourself.

Ms. Gelb indicated that she had been president for 23 years.

Alderman Grover motioned to receive the sub-committee report and to direct City staff to draft an agreement for shelter operations and it is brought back for this committee to review. If C.A.R.E. declines then we have the standards for the next organizations.

Alderman Holmes asked if we could get it electronically so we have it before the next Human Services meeting so we have a chance to look at it in trying to take care of the timing on it.

Mr. Bobkiewicz then suggested that they have an intermediate meeting. We could have a a special meeting for an open forum with a draft and then have it to you for the regular meeting in April. There could be a special meeting on March 31st at 6:00 pm and then bring it to the regular meeting in April.

Alderman Grover motioned to include a consideration of a first draft of this agreement on March 31st. Alderman Burrus seconded the motion.

A voice vote was taken and it was approved in favor 4-2. Alderman Tendam and Alderman Fiske opposed.

Alderman Braithwaite made a referral to staff to ask for their 2012 tax returns and their most recent bank statement to do an internal audit. Is that reasonable?

Alderman Bobkiewicz replied we could certainly ask.

Mr. Farrar stated that those documents are subject inspection under the Internal Revenue Code and we could make the request but that it is not called for under implacable publications of the IRS.

Alderman Fiske asked if we could find out from the Animal Warden how much has been spent on placing the failed dogs out of the volunteers’ pocket if they are willing to share that information.

VI. COMMUNICATION

VII. ADJOURNMENT

Alderman Grover moved for adjournment. Alderman Braithwaite seconded. The meeting was adjourned at 10:20 p.m.

Respectfully Submitted,

Melissa Parker
Administrative Secretary
Memorandum

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

From: Wally Bobkiewicz, City Manager

Subject: Township of Evanston March 2014 Bills

Date: April 4, 2014

Recommended Action:
Township of Evanston Supervisor recommends the City Council to approve the Township of Evanston bills, payroll, and medical payments for the month of February 2014. The total approved to be paid is $161,396.49.

Funding Source:
Township budget, see attached bills list.

Summary:
Township of Evanston monthly expenditures require Township Trustees approval.

Attachments:
February GA Accounting Report  
February Client Monthly Medical Report  
February Client EAS Monthly Report  
February/March GA Office Depot Bills
EVANSTON TOWNSHIP
ACCOUNTING REPORT

Bills Lists Summary
MARCH 2014

CASH REQUIREMENTS (BILLS PENDING APPROVAL)

| IA. | Cash Requirement Report - G.A. Administrative | $15,122.65 |
| IB. | Cash Requirement Report - Town Assessor | $1,817.85 |
| IC. | Cash Requirement Report - Town Supervisor | $18,057.42 |
| ID. | Cash Requirement Report - Town Purchase Service Agreement | $0.00 |
| IE. | Cash Requirement Report - Community Action Program | $0.00 |
| IF. | Medical Requirement - G.A. Client Services | $8,329.67 |
| IG. | Emergency Assistant - G.A. Client Services | $0.00 |
| IH. | Trustees - Legal | $0.00 |

MARCH 2014 BILLS LIST TOTAL

$43,127.59

CHECK REPORTS (PRE-APPROVAL PAYMENTS)

| **IIA. | Check Report - G.A. Fund | $12,816.14 |
| **IIB. | Check Report - Town Fund | $35.92 |
| **IIE. | Check Report - G.A. Medical | $9,393.48 |
| IIF. | Check Report - G.A. Client | $82,369.76 |
| IIG. | Check Report - E.A.S. Program | $3,735.05 |
| IIH. | Paylocity Data Processing - Township & Assessors Payroll | $32,164.09 |

CHECK REPORTS TOTAL

$140,514.44

MARCH

| IA-IG. | Bills Lists | $43,127.59 |
| IIF. | Checks - G.A. Client | $82,369.76 |
| IIG. | Emergency Assistance - Client | $3,735.05 |
| IIH. | Township & Assessors Payroll | $32,164.09 |

TOTAL FOR APPROVAL

$161,396.49

**IIA, IIB & IIE, These line items were approved in the prior month and paid this month
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- OFFICE DEPOT CREDIT PLAN | $1,122.96 |
- PITNEY BOWES GLOBAL FINANCIAL | $213.00 |
- TYLER TECHNOLOGIES, INC. | $919.38 |
- VALERIE WIDEMAN | $20.70 |

Total: $1,050.00

**Date:** 03/31/2014  
**Time:** 2:46 pm  
**Page:** 2
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Check No. 0 Total: 2,214.54 Total for XEROX CORPORATION 2,214.54

| | Grand Total: 15,122.65 |
| | Less Credit Memos: 0.00 |
| | Net Total: 15,122.65 |
| | Less Hand Check Total: 0.00 |
| | Outstanding Invoice Total: 15,122.65 |

Total Invoices: 12
# Assessor & Supervisor Bills Breakdown

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**Total**

$1,617.85

## Town - Supervisor Bills

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**Total**

$18,057.42

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**Total**

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**Grand Total**

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<td>CRAWFORD &amp; ASSOCIATES, LLC</td>
<td>Annual Auditing Fees</td>
<td>3428</td>
<td>03/24/2014</td>
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<td>03/24/2014</td>
<td>0</td>
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<td>3000 DUNDEE ROAD</td>
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<td>7,500.00</td>
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<tr>
<td>3000 DUNDEE ROAD</td>
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<td></td>
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<td></td>
<td></td>
<td>7,500.00</td>
<td></td>
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<td>NORTHBROOK</td>
<td>7,500.00</td>
<td>7,500.00</td>
<td>0.00</td>
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<td>NORTHBROOK</td>
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<td></td>
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<td></td>
<td></td>
<td>7,500.00</td>
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<td></td>
<td>IL 60682</td>
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</table>

16 of 151
<table>
<thead>
<tr>
<th>GL Number</th>
<th>Description</th>
<th>Invoice Amount</th>
<th>Amount Relieved</th>
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<tr>
<td>202-022-206.000</td>
<td>Accounting Services</td>
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Check No. 0 Total: 7,500.00

Total for CRAIG & ASSOCIATES, LLC 7,500.00

Grand Total: 19,675.27
Less Credit Memos: 0.00
Net Total: 19,675.27
Less Hand Check Total: 0.00
Outstanding Invoice Total: 19,675.27
## Check Register Report

**BANK:** FIRST BANK&TRUST OF EVANSTON

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Check Date</th>
<th>Status</th>
<th>Void/Stop Date</th>
<th>Vendor Number</th>
<th>Vendor Name</th>
<th>Check Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>7832</td>
<td>03/03/2014</td>
<td>Printed</td>
<td></td>
<td>CITY OF EV</td>
<td>CITY OF EVANSTON</td>
<td>Life, Health &amp; Dental Insurance</td>
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<tr>
<td>7833</td>
<td>03/03/2014</td>
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<td>IMRF</td>
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<td>Monthly Deposit</td>
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<td>7834</td>
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<td></td>
<td>OFFICEDP Office DEPOT CREDIT PLAN</td>
<td>Supplies</td>
<td>1,281.81</td>
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<tr>
<td>7835</td>
<td>03/03/2014</td>
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<td>PLS1</td>
<td>PLS CHECK CAGGERS</td>
<td>Replacement Landlord Check</td>
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<td>SAMS</td>
<td>SAM'S CLUB</td>
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<tr>
<td>7837</td>
<td>03/03/2014</td>
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<td>VALERIE</td>
<td>VALERIE WIDEMAN</td>
<td>Mileage Expense</td>
<td>27.19</td>
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<tr>
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<td>VERIFY</td>
<td>Client Background Check</td>
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<td>XEROX CORPORATION</td>
<td>Staples Supplies</td>
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<tr>
<td>7841</td>
<td>03/03/2014</td>
<td>Printed</td>
<td></td>
<td>GATI</td>
<td>GENERAL ASSISTANCE</td>
<td>GATI Training Seminar</td>
<td>250.00</td>
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<tr>
<td>7842</td>
<td>03/03/2014</td>
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<td>HIE</td>
<td>HOLIDAY INN</td>
<td>Hotel Registration - GATI Conf</td>
<td>241.98</td>
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<tr>
<td>7843</td>
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<td>OFFICEDP Office DEPOT CREDIT PLAN</td>
<td>Office Supplies</td>
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<tr>
<td>7844</td>
<td>03/03/2014</td>
<td>Printed</td>
<td></td>
<td>EVONDA</td>
<td>EVONDA THOMAS-SMITH</td>
<td>GATI Seminar &amp; Conference Per</td>
<td>170.00</td>
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<tr>
<td>7845</td>
<td>03/03/2014</td>
<td>Printed</td>
<td></td>
<td>INDIRA</td>
<td>INDIRA PERKINS</td>
<td>Seminar &amp; Conference Per Diem</td>
<td>170.00</td>
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<tr>
<td>7846</td>
<td>03/03/2014</td>
<td>Printed</td>
<td></td>
<td>LOUI</td>
<td>LOUI MALNATIS</td>
<td>Pizza Party</td>
<td>93.95</td>
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<tr>
<td>7847</td>
<td>03/03/2014</td>
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<td>CTA</td>
<td>CHICAGO TRANSIT AUTHORITY</td>
<td>30 1-Day Buss Passes</td>
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<tr>
<td>7848</td>
<td>03/03/2014</td>
<td>Printed</td>
<td></td>
<td>JJ</td>
<td>JIMMY JOHNS</td>
<td>TRAINING LUNCH</td>
<td>93.81</td>
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</table>

**Total Checks:** 17  
**Checks Total (excluding void checks):** 12,818.14

**Total Payments:** 17  
**Bank Total (excluding void checks):** 12,818.14

**Total Payments:** 17  
**Grand Total (excluding void checks):** 12,818.14

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## Check Register Report

**BANK:** FIRST BANK & TRUST OF EVANSTON

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Check Date</th>
<th>Status</th>
<th>Void/Stop Date</th>
<th>Vendor Number</th>
<th>Vendor Name</th>
<th>Check Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>6551</td>
<td>03/03/2014</td>
<td>Printed</td>
<td></td>
<td>FEDEX</td>
<td>FEDEX</td>
<td>Postage</td>
<td>35.92</td>
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Total Checks: 1

Checks Total (excluding void checks): 35.92

Total Payments: 1

Bank Total (excluding void checks): 35.92

Total Payments: 1

Grand Total (excluding void checks): 35.92
Check Register

<table>
<thead>
<tr>
<th>Check #</th>
<th>Amount Paid</th>
<th>Date Paid</th>
<th>Paid To</th>
<th>GL Code</th>
<th>CW</th>
</tr>
</thead>
<tbody>
<tr>
<td>7827</td>
<td>$444.20</td>
<td>03/03/2014</td>
<td>Behavioral Services Center</td>
<td>101-016-728.000</td>
<td>HC</td>
</tr>
<tr>
<td>7828</td>
<td>$145.10</td>
<td>03/03/2014</td>
<td>Presence Behavioral Health</td>
<td>101-016-728.000</td>
<td>HC</td>
</tr>
<tr>
<td>7829</td>
<td>$226.81</td>
<td>03/03/2014</td>
<td>Northshore Univ Healthsystems - OP</td>
<td>101-016-722.000</td>
<td>HC</td>
</tr>
<tr>
<td>7830</td>
<td>$28.35</td>
<td>03/03/2014</td>
<td>Access Community Health Network</td>
<td>101-016-723.000</td>
<td>HC</td>
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<tr>
<td>7831</td>
<td>$8,549.02</td>
<td>03/04/2014</td>
<td>Walgreen's</td>
<td>101-016-724.000</td>
<td>HC</td>
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Total Records: 5
Total Amount: $9,393.48
## REVENUE/EXPENDITURE REPORT

For the Period: 1/1/2014 to 3/31/2014

### Fund: 101 - General Fund

#### Revenues

<table>
<thead>
<tr>
<th>Dept</th>
<th>Description</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>
</tr>
</thead>
<tbody>
<tr>
<td>402.000</td>
<td>Property Taxes-Prev. Levy</td>
<td>866,553.00</td>
<td>866,553.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>866,553.00</td>
<td>0.0</td>
</tr>
<tr>
<td>650.000</td>
<td>Interest Income</td>
<td>300.00</td>
<td>300.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>300.00</td>
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</tr>
<tr>
<td>670.000</td>
<td>SSI Reimbursement</td>
<td>20,000.00</td>
<td>20,000.00</td>
<td>7,950.00</td>
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<td>12,050.00</td>
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<td>698.000</td>
<td>Transfer of fund balance</td>
<td>134,708.00</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>134,708.00</td>
<td>0.0</td>
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</table>

**Total Revenue:** 1,041,561.00

#### Expenditures

<table>
<thead>
<tr>
<th>Dept</th>
<th>Description</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>
</tr>
</thead>
<tbody>
<tr>
<td>790.000</td>
<td>Personal Expense</td>
<td>335,000.00</td>
<td>335,000.00</td>
<td>163,117.83</td>
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<td>Transportation</td>
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<td>0.00</td>
<td>0.00</td>
<td>2,250.00</td>
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<tr>
<td>900.000</td>
<td>50/50 Program</td>
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<td>0.00</td>
<td>0.00</td>
<td>1,500.00</td>
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<tr>
<td>940.000</td>
<td>Rent Expense</td>
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<td>125,000.00</td>
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<td>943.000</td>
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<td>0.00</td>
<td>70,594.00</td>
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</tr>
<tr>
<td>990.000</td>
<td>Other Expenses/Needs</td>
<td>500.00</td>
<td>500.00</td>
<td>464.00</td>
<td>0.00</td>
<td>0.00</td>
<td>36.00</td>
<td>92.8</td>
</tr>
</tbody>
</table>

**Total Expenditures:** 534,844.00

#### Payroll

- **Department 012: Payroll**
  - Office Manager: 45,584.00
  - Case Coordinator GA/EAS: 35,700.00
  - Administrative Assistant: 14,960.00
  - Confidential Aids/Personnel: 61,726.00
  - Case Coordinator I/WOP Counsel: 50,530.00

**Total Payroll:** 208,500.00

#### G.A. Administrative

- Unemployment Tax-State: 500.00
- FICA/Medicare: 15,000.00
- IMRF: 18,000.00
- Medical & Life Insurance: 67,000.00
- General Insurance: 9,000.00
- Supplies: 10,000.00
- Postage: 4,000.00
- Printing & Duplicating: 2,000.00
- Contract Services: 10,500.00
- Payroll Processing: 0.00
- Membership Dues & Fees: 2,500.00
- Advertising: 500.00
- Data Processing: 0.00
- Seminars & Conferences: 3,000.00
- Staff Travel/Meals: 1,125.00
- Equipment Purchase: 5,000.00
- Contingency: 1,500.00
- Bank Fees: 1,125.00

**Total G.A. Administrative:** 150,750.00

### Dept: 014 - Work Opportunity Program

- Transportation: 0.00

**Total Work Opportunity Program:** 0.00

### Dept: 016 - Medical Payment Program

- Hospital-Inpatient: 5,000.00
- Hospital-Outpatient: 2,000.00
- All Other Physicians: 1,500.00
- Drugs: 45,000.00
- Other Medical: 500.00
- Glassess/Eye Exam & Treatment: 1,000.00

**Total Medical Payment Program:** 5,500.00

**Total:** 1,033,611.00

---

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## REVENUE/EXPENDITURE REPORT

### Evanston Township

For the Period: 1/1/2014 to 3/31/2014

<table>
<thead>
<tr>
<th>Fund: 101 - General 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>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Dept: 016 Medical Payment Program</td>
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<td></td>
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<td></td>
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<tr>
<td>727.000 Emergency Room Physicians</td>
<td>500.00</td>
<td>500.00</td>
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<td>0.00</td>
<td>0.00</td>
<td>500.00</td>
<td>0.0</td>
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<tr>
<td>728.000 Psych Outpatient/Mental</td>
<td>4,000.00</td>
<td>4,000.00</td>
<td>1,881.35</td>
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<td>0.00</td>
<td>0.00</td>
<td>500.00</td>
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<td>730.000 Catastrophic insurance</td>
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<td>3,200.00</td>
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<td>0.00</td>
<td>0.00</td>
<td>3,200.00</td>
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<td>731.000 X-Rays</td>
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<td>1,000.00</td>
<td>0.00</td>
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<td>0.00</td>
<td>1,000.00</td>
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<td>64,200.00</td>
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<td>Dept: 017 Emergency Assistance Program</td>
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<td>760.000 Housing Service</td>
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<td>0.00</td>
<td>5,000.00</td>
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<td>920.000 Utilities</td>
<td>10,000.00</td>
<td>10,000.00</td>
<td>1,429.20</td>
<td>753.05</td>
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<td>45,000.00</td>
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### Net Effect for General Fund

Change in Fund Balance:

<table>
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<tr>
<th></th>
<th>394,856.88</th>
<th>-356,589.88</th>
<th>58,267.00</th>
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</thead>
</table>

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**REVENUE/EXPENDITURE REPORT**

**Evansontownship**

For the Period: 1/1/2014 to 3/31/2014

BUDGET LAYOUT:

<table>
<thead>
<tr>
<th>Fund: 202 - Town Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
</tr>
<tr>
<td>Dept: 000</td>
</tr>
<tr>
<td>401.00 Property Taxes-Current Year</td>
</tr>
<tr>
<td>402.500 Replacement Property Tax</td>
</tr>
<tr>
<td>650.000 Interest Income</td>
</tr>
<tr>
<td>690.000 Transfer of fund balance</td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
</tr>
</tbody>
</table>

| **Expenditures** |
| Dept: 021 Assessors Department |
| 702.004 Assessors Salary | 8,000.00 | 8,000.00 | 2,000.01 | 666.67 | 0.00 | 5,999.99 | 25.0 |
| 702.005 Deputy Assessors Salary | 55,412.00 | 55,412.00 | 11,645.35 | 1,446.16 | 0.00 | 43,766.65 | 21.0 |
| 702.006 Assessors Assistant | 34,502.00 | 34,502.00 | 7,669.45 | 1,446.15 | 0.00 | 26,832.65 | 22.2 |
| 703.000 Overtime | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 | 0.0 |
| 710.000 Unemployment Tax-State | 750.00 | 750.00 | 418.39 | 48.04 | 0.00 | 331.61 | 55.8 |
| 711.000 FICA/Medicare | 6,500.00 | 6,500.00 | 1,662.32 | 272.27 | 0.00 | 4,837.68 | 25.8 |
| 713.000 IMF | 10,000.00 | 10,000.00 | 1,887.02 | 297.62 | 0.00 | 8,012.68 | 19.9 |
| 714.000 Medical & Life Insurance | 15,000.00 | 15,000.00 | 1,535.98 | 1,535.98 | 0.00 | 13,464.02 | 10.2 |
| 750.000 Supplies | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | 0.0 |
| 751.000 Postage | 2,000.00 | 2,000.00 | 79.67 | 0.00 | 0.00 | 1,920.33 | 4.0 |
| 752.000 Printing & Duplicating | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | 0.0 |
| 755.000 Sid Well Maps | 500.00 | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 | 0.0 |
| 802.000 Contract Services | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 | 0.0 |
| 803.000 Payroll Processing | 0.00 | 0.00 | 408.31 | 69.79 | 0.00 | -408.31 | 0.0 |
| 806.000 Dues/Subscriptions | 600.00 | 600.00 | 400.00 | 0.00 | 0.00 | 200.00 | 65.7 |
| 841.000 Travel/Education | 3,000.00 | 3,000.00 | 81.87 | 81.87 | 0.00 | 2,918.13 | 2.7 |
| 936.000 Equipment Purchase | 2,500.00 | 2,500.00 | 0.00 | 0.00 | 0.00 | 2,500.00 | 0.0 |
| 950.000 Contingency | 500.00 | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 | 0.0 |

**Assessors Department**

| Dept: 022 Supervisor Department |
| 702.000 Supervisor | 13,400.00 | 13,400.00 | 0.00 | 0.00 | 0.00 | 13,400.00 | 0.0 |
| 710.000 Unemployment Tax-State | 145.00 | 145.00 | 0.00 | 0.00 | 0.00 | 145.00 | 0.0 |
| 711.000 FICA/Medicare | 900.00 | 900.00 | 0.00 | 0.00 | 0.00 | 900.00 | 0.0 |
| 713.000 IMF | 1,100.00 | 1,100.00 | 0.00 | 0.00 | 0.00 | 1,100.00 | 0.0 |
| 804.000 Legal Services | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 0.0 |
| 805.000 Auditing Services | 25,000.00 | 25,000.00 | 10,000.00 | 10,000.00 | 0.00 | 15,000.00 | 40.0 |
| 806.000 Accounting Services | 7,500.00 | 7,500.00 | 7,500.00 | 7,500.00 | 0.00 | 0.00 | 100.00 |
| 809.000 Dues/Subscriptions | 6,000.00 | 6,000.00 | 35.00 | 0.00 | 0.00 | 5,965.00 | 0.6 |
| 841.000 Travel/Education | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 | 0.0 |
| 936.000 Equipment Purchase | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 | 0.0 |
| 950.000 Contingency | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 | 0.0 |
| 981.000 Bank Fees | 150.00 | 150.00 | 0.00 | 0.00 | 3.41 | 146.59 | 2.3 |

**Supervisor Department**

| 903.000 Childcare Network of Evanston |
| 905.000 James B. Moran Center/Comm Def |
| 906.000 Housing Options |
| 908.000 Evanston Northshore YWCA |
| 909.000 Child Care Center of Evanston |
| 910.000 Connections For The Homeless |
| 911.000 Infant Welfare Society |
| 912.000 North Shore Senior Services |
| 913.000 Metropolitan Family Services |
| 917.001 Family Focus |
| 917.002 Legal Assistance Foundation |
| 917.003 YOU |
| 917.004 Shore Community Services |

**23 of 151**
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**Expenditures**

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<th>CURR MTH</th>
<th>Encumb. YTD</th>
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**Net Effect for Town Fund**

| Change in Fund Balance:                      | -38,980.00   | -38,980.00  | -45,980.79 | -23,921.97| 3.41        | 7,004.20 | 118.0 |

**Grand Total Net Effect:**

<p>|                      | -713.00      | -713.00     | -402,570.67| -160,168.34| 3.41        | 401,681.08|</p>
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$8,329.67
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Total Records: 8

Total Amount: **$8,329.67**
## General Ledger Account Summary


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**Total**

$12,326.92  $8,329.67
## Closed Medical Disbursements by Category

**[4/1/2014 - 4/1/2014]**  
**Report Date: 3/31/2014**

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## Closed Medical Disbursements by Category


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**Total:** 59  
$7,202.92  
$7,320.92
# Closed Medical Disbursements by Category

**Report Date: 3/31/2014**

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**X-Rays**

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- **Total Records:** 75
- **Total Disbursed:** $12,326.92
- **Total Paid:** $8,329.67
DATE: April 1, 2014

TO: Town Trustees

FROM: Valerie Wideman, Confidential Accounts Human Resource Manager

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 March 2014.
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<td>4th Ward</td>
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<td>5th Ward</td>
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**Total Amount: $3,735.05**
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**Total Records:** 6

**Total Amount:** $3,735.05
# Closed Grant Disbursements by Category

[EA Only, 03/01/2014 - 03/31/2014]  Report Date: 03/31/2014

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**Total Records:** 6  
**Total Disbursed:** $3,735.05  
**Total Paid:** $3,735.05
DATE: April 1, 2014

TO: Town Trustees

FROM: Valerie Wideman, Confidential Accounts Human Resource Manager

RE: Copy of Monthly Bills

Attached please find copies of the GA Office Depot bills per your request.
BILL TO:
ATTN: ACCTS PAYABLE
LORRAINE H MORTON CIVIC CNTR
1ST FLOOR
2100 RIDGE AVE RM 1600
Evanston IL 60201-2716

SHIP TO:
LORRAINE H MORTON CIVIC CNTR
2100 RIDGE AVE RM 1600
Evanston IL 60201-2716

Account Number | Purchase Order | Ship To Id | Order Number | Order Date | Shipped Date |
---|---|---|---|---|---|
000005 | 694734889001 | 28-FEB-14 | 03-MAR-14 |

Catalog Item # | Description/ Customer Item # | U/M | Qty Ord | Qty Shp | Gty B/O | Unit Price | Extended Price |
---|---|---|---|---|---|---|---|
331064 | ENVELOPE,GRIP-SEAL,10X13,1 | BX | 2 | 2 | 0 | 17.490 | 34.98 |
77925 | 331064 | | | | | | |

SUB-TOTAL | 34.98 |
DELIVERY | 0.00 |
SALES TAX | 0.00 |
TOTAL | 34.98 |

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 3 days after delivery.

RECEIVED
MAR 24 2014
E. T. G. A.
ACCOUNTS PAYABLE

34.98

DETACH HERE

Customer Name: LORRAINE H MORTON CIVIC CNTR
Billing Id: 000005
Invoice Number: 03-MAR-14
Invoice Amount: 34.98

FL0 146739792 6947548890017 00000003498 1 9

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

Please DO NOT staple or fold. Thank You.

38 of 151
OFFICE DEPOT

FEDERAL ID: 59-2663954

BILL TO:
ATTN: ACCTS PAYABLE
LORRAINE H MORTON CIVIC CNTR
1ST FLOOR
2100 RIDGE AVE RM 1600
EVANSTON IL 60201-2716

SHIP TO:
LORRAINE H MORTON CIVIC CNTR
2100 RIDGE AVE RM 1600
EVANSTON IL 60201-2716

ACCOUNT NUMBER | PURCHASE ORDER | SHIP TO ID | ORDER NUMBER | ORDER DATE | SHIPPED DATE
-----------------|----------------|------------|--------------|------------|---------------
00003            |                | 694754935001 | 28-FEB-14 | 03-MAR-14 |

BILLING ID | ACCOUNT MANAGER | RELEASE | ORDERED BY | DESKTOP | COST CENTER
------------|-----------------|---------|------------|---------|---------------
00003       | VALERIE WIDEMAN |         |            |         |               

CATALOG ITEM #: | MANUFACTURER CODE | DESCRIPTION/ CUSTOMER ITEM # | U/M | QTY | QTY | QTY | UNIT | EXTENDED PRICE
-----------------|--------------------|------------------------------|-----|-----|-----|-----|------|------------------
532543          | 532543             | ENVELOPE, COIN #1, 26 # KT   | BX  | 2   | 2   | 0   | 22.810 | 45.62
50162           |                    |                              |     |     |     |     |       |      
478154          | 478154             | ENVELOPE, CATALOG, GS, 6X9   | BX  | 2   | 2   | 0   | 32.990 | 65.98
77919           |                    |                              |     |     |     |     |       |      

RECEIVED
MAR 24 2014

E. T. G. A.
ACCOUNTS PAYABLE

SUB-TOTAL

DELIVERY

SALES TAX

TOTAL

111.60

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: LORRAINE H MORTON CIVIC CNTR

BILLING ID: FLO

INVOICE NUMBER: 146739792

INVOICE DATE: 03-MAR-14

AMOUNT ENCLOSED: 111.60

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39 of 151
ORIGINAL INVOICE

THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS OR PROBLEMS, JUST CALL US

FOR CUSTOMER SERVICE ORDER: (888) 265-3423
FOR ACCOUNT: (800) 721-6592

BILL TO:
ATTN: ACCTS PAYABLE
LORRAINE H MORTON CIVIC CNTR
1ST FLOOR
2100 RIDGE AVE RM 1600
Evanston IL 60201-2716

SHIP TO:
LORRAINE H MORTON CIVIC CNTR
2100 RIDGE AVE RM 1600
Evanston IL 60201-2716

ACCOUNT NUMBER: 00003
PURCHASE ORDER: 695324586001
SHIP TO ID: 012850

ORDER NUMBER: 04-MAR-14
ORDER DATE: 04-MAR-14
SHIPPED DATE: 05-MAR-14

ACCOUNT MANAGER: VALERIE WIDEMAN
RELEASE ORDERED BY: DESKTOP COST CENTER

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<th>CATALOG ITEM#/</th>
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<th>U/M</th>
<th>QTY ORD</th>
<th>QTY SHIP</th>
<th>QTY B/O</th>
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RECEIVED

MAR 24 2014

SUB-TOTAL: 103.94

E. T. G. A.

ACOUNTS PAYABLE

SALES TAX: 0.00

TOTAL: 103.94

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: LORRAINE H MORTON CIVIC CNTR
BILLING ID: 00000010394
INVOICE NUMBER: 146739772
INVOICE DATE: 05-MAR-14
INVOICE AMOUNT: 103.94

AMOUNT ENCLOSED: 103.94

FLOW: 0000000010394 1 1

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

Send Your Check to:
OFFICE DEPOT
PO Box 88040
Chicago IL 60680-1040

Please DO NOT staple or fold. Thank You.

40 of 151
Original Invoice

Thanks for your order

If you have any questions or problems, just call us
For customer service order: (888) 263-3423
For account: (800) 721-6592

Invoice number: 681.47
Page 1 of 1

Invoice date: 06-Mar-14
Terms: Net 30
Payment due: 06-Apr-14

Bill to:

ATTN: ACCTS PAYABLE
Lorrain H Morton Civic CNTR
1st Floor
2100 Ridge Ave RM 1600
Evanston IL 60201-2716

Ship to:

Lorrain H Morton Civic CNTR
2100 Ridge Ave RM 1600
Evanston IL 60201-2716

Account number: D0003
Purchase order: 69552491001
Order number: 05-MAR-14
Order date: 06-MAR-14

Billing ID: 00003
Account manager: Valerie Wideman
Release: DESKTOP
Cost center:

Catalog item #
Manuf code:

Description/Customer item #

U/M

QTY

QTY

QTY

UNIT

EXTENDED

940023
DEFS801
572768
64061

RACKLIT, WALL, 9 PKT, MAG, CL
940023
FOLDER, HNG, LTR, 1/5CUT, 25B
102572788

EA

2

2

2

1

0

0

334.99

334.99

11.49

11.49

COMMENTS: boxes

RECEIVED

Mar 24 2014

E. T. G. A.
Accounts payable

Sub-total: 681.47
Delivery: 0.00
Sales tax: 0.00
Total: 681.47

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: Lorraine H Morton
Civic CNTR

Billing ID: 00003
Invoice number: 681.47
Invoice date: 06-Mar-14

Amount enclosed: $681.47

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

Please do not staple or fold. Thank you.

FLO 146739792 695524910015 00000068147 1 9

Please
Send your check to:
Chicago IL 60680-1040

41 of 151
BILL TO:
ATTN: ACCTS PAYABLE
LORRAINE H MORTON CIVIC CNTR
1ST FLOOR
2100 RIDGE AVE RM 1600
Evanston IL 60201-2716

SHIP TO:
LORRAINE H MORTON CIVIC CNTR
2100 RIDGE AVE RM 1600
Evanston IL 60201-2716

ACCOUNT NUMBER | PURCHASE ORDER | SHIP TO ID | ORDER NUMBER | ORDER DATE | SHIPPED DATE
--- | --- | --- | --- | --- | ---
0000 | 0000 | 0000 | 695525319081 | 05-MAR-14 | 06-MAR-14

CATALOG ITEM #/ MANIF CODE | DESCRIPTION/ CUSTOMER ITEM # | U/M | QTY ORD | QTY SHIP | QTY B/G | UNIT PRICE | EXTENDED PRICE
--- | --- | --- | --- | --- | --- | --- | ---
491065 | BKCASE,5SH,WIDE,FREM,ANT | EA | 1 | 1 | 0 | 149.99 | 149.99
402648 | 102491685

COMMENTS: antique black bookcase shelf

RECEIVED
MAR 24 2014
E. T. G. A.
ACCOUNTS PAYABLE

SUB-TOTAL | DELIVERY | SALES TAX | TOTAL
--- | --- | --- | ---
149.99 | 29.99 | 0.00 | 179.98

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 problems 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.

<table>
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<tr>
<td>CUSTOMER NAME</td>
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LORRAINE H MORTON CIVIC CNTR

<table>
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</table>

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

Send Your Check to:
OFFICE DEPOT
PO Box 88040
Chicago IL 60680-1040
BILL TO:

ATTN: ACCTS PAYABLE
LORRAINE H MORTON CIVIC CNTR
1ST FLOOR
2100 RIDGE AVE RM 1600
EVANSTON IL 60201-2716

SHIP TO:

LORRAINE H MORTON CIVIC CNTR
2100 RIDGE AVE RM 1600
EVANSTON IL 60201-2716

ACCOUNT NUMBER | PURCHASE ORDER | SHIP TO ID | ORDER NUMBER | ORDER DATE | SHIPPED DATE |
--- | --- | --- | --- | --- | --- |
00005 | 695970854001 | 07-MAR-14 | 10-MAR-14 |

CATALOG ITEM #/ MANUF CODE | DESCRIPTION/ CUSTOMER ITEM # | U/M | QTY ORD | QTY SHIP | QTY B/O | UNIT PRICE | EXTENDED PRICE |
--- | --- | --- | --- | --- | --- | --- | --- |
991380 | FOLDER, LTR, 11PT, DBL, STRT, 102991380 | BX | 4 | 4 | 0 | 13.390 | 53.56 |

COMMENTS: Reinforced-Tab Manila Straight

SUB-TOTAL 53.56
DELIVERY 0.00
SALES TAX 0.00
TOTAL 53.56

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
LORRAINE H MORTON CIVIC CNTR

INVOICE DATE 10-MAR-14
INVOICE AMOUNT 53.56

AMOUNT ENCLOSED 53.56

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.

43 of 151
Office Depot, Inc.
PO BOX 630813
CINCINNATI OH
45263-0813

FEDERAL ID: 59-2663954

CREDIT MEMO

THANKS FOR YOUR ORDER
IF YOU HAVE ANY QUESTIONS OR PROBLEMS, JUST CALL US
FOR CUSTOMER SERVICE ORDER: (888) 263-3423
FOR ACCOUNT: (800) 721-6592

INVOICE NUMBER | AMOUNT DUE | PAGE NUMBER
---|---|---
| -129.50 | Page 1 of 1 |

INVOICE DATE | TERMS | PAYMENT DUE
---|---|---
10-MAR-14 | | 10-MAR-14

BILL TO:
ATTN: ACCTS PAYABLE
LORRAINE H MORTON CIVIC CNTR
1ST FLOOR
2100 RIDGE AVE RM 1600
EVANSTON IL 60201-2716

SHIP TO:
LORRAINE H MORTON CIVIC CNTR
1ST FLOOR
2100 RIDGE AVE RM 1600
EVANSTON IL 60201-2716

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<th>ORDER DATE</th>
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This credit of -$129.50 relates to invoice 685941008001.

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</thead>
</table>

SUB-TOTAL
DELIVERY
SALES TAX
TOTAL

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 3 days after delivery.

CUSTOMER NAME
LORRAINE H MORTON CIVIC CNTR

BILLING ID

INVOICE NUMBER
INVOICE DATE
10-MAR-14
INVOICE AMOUNT
-129.50

AMOUNT ENCLOSED

**DO NOT PAY**

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

Please DO NOT staple or fold. Thank You.
BIL TO:  
ATTN: ACCTS PAYABLE  
LORRAINE H MORTON CIVIC CNTR  
1ST FLOOR  
2100 RIDGE AVE RM 1600  
EVANSTON IL 60201-2716

SHIP TO:  
LORRAINE H MORTON CIVIC CNTR  
2100 RIDGE AVE RM 1600  
EVANSTON IL 60201-2716

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This credit of -45.62 relates to invoice 694754935001.

SUB-TOTAL                      -45.62

DELIVERY                      0.00

SALES TAX                     0.00

TOTAL                        -45.62

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 3 days after delivery.

**DO NOT PAY**

FL0 146739792 6953245850015 000000004562 0 6

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

Please DO NOT staple or fold. Thank You.

45 of 151
ORIGINAL INVOICE

THANKS FOR YOUR ORDER
IF YOU HAVE ANY QUESTIONS OR PROBLEMS, JUST CALL US
FOR CUSTOMER SERVICE ORDER: (888) 265-3423
FOR ACCOUNT: (800) 721-6592

BILL TO:
ATTN: A/CSTS PAYABLE
LORRAINE H MORTON CIVIC CNTR
1ST FLOOR
2100 RIDGE AVE RM 1600
EVANSTON IL 60201-2716

SHIP TO:
LORRAINE H MORTON CIVIC CNTR
2100 RIDGE AVE RM 1600
EVANSTON IL 60201-2716

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RECEIVED
MAR 17 2014

E. T. G. A.
ACCOUNTS PAYABLE

CONTINUED ON NEXT PAGE...
**Bill To:**
ATTN: ACCTS PAYABLE  
LORRAINE H MORTON CIVIC CNTR  
1ST FLOOR  
2100 RIDGE AVE RM 1600  
EVANSTON IL 60201-2716

**Ship To:**
LORRAINE H MORTON CIVIC CNTR  
2100 RIDGE AVE RM 1600  
EVANSTON IL 60201-2716

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<th>ACCOUNT NUMBER</th>
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<th>QTY ORD</th>
<th>QTY SHP</th>
<th>QTY B/O</th>
<th>UNIT PRICE</th>
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**Sub-total:**
103.71

**Delivery:**
0.00

**Sales Tax:**
0.00

**Total:**
103.71

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 3 days after delivery.

**Amount Enclosed:**
103.71

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

Please DO NOT staple or fold. Thank You.

**47 of 151**
ORIGINAL INVOICE

FEDERAL ID: 59-2663954

BILL TO:
ATTN: ACCTS PAYABLE
LORRAINE H MORTON CIVIC CNTR
1ST FLOOR
2100 RIDGE AVE RM 1600
EVANSTON IL 60201-2716

SHIP TO:
LORRAINE H MORTON CIVIC CNTR
2100 RIDGE AVE RM 1600
EVANSTON IL 60201-2716

ACCOUNT NUMBER: 00003
PURCHASE ORDER: 00003
SHIP TO ID: 000000

INVOICE NUMBER: 28.84
AMOUNT DUE: Page 1 of 1
INVOICE DATE: 26-FEB-14
TERMS: Net 30
PAYMENT DUE: 30-MAR-14

RECEIVED
MARCH 17, 2014
E. T. G. A.
ACCOUNTS PAYABLE

28.84
SUB-TOTAL
DELIVERY 0.00
SALES TAX 0.00
TOTAL 28.84

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
LORRAINE H MORTON CIVIC CNTR

BILLING ID
FLO

INVOICE NUMBER
146739792

INVOICE DATE
26-FEB-14

INVOICE AMOUNT
28.84

AMOUNT ENCLOSED
28.84

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

Please DO NOT staple or fold. Thank You.

OFFICE DEPOT
P.O. Box 86040
Chicago, IL 60680-1040

48 of 151

001246-015847
Memorandum

To: Members of the Human Services Committee

From: Richard Eddington, Chief of Police

Subject: Human Services Committee Report

Date: 31 March 2014

Attached are the summaries of complaint reviews since our last meeting. All of 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. Additionally, there are 23 positive letters and comments received complimenting the department's interactions with the community.

DI 13-27
DI 14-01
CR 13-10
CR 13-13

Richard Eddington
Chief of Police
# PENDING COMPLAINT REGISTERS and DEPARTMENTAL INQUIRIES

**EFFECTIVE 03-31-14**

<table>
<thead>
<tr>
<th>Number</th>
<th>DATE INITIATED</th>
<th>CHARGE</th>
<th>STATUS</th>
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<tbody>
<tr>
<td>CR 13-14</td>
<td>11-24-13</td>
<td>False Arrest</td>
<td>Investigation Pending</td>
</tr>
<tr>
<td>CR 14-01</td>
<td>02-14-14</td>
<td>Improper Service</td>
<td>Investigation Pending</td>
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<tr>
<td>DI 14-02</td>
<td>02-06-14</td>
<td>Incompetency/Inefficiency</td>
<td>Divisional Review</td>
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<td>DI 14-03</td>
<td>01-06-14</td>
<td>Disrespectful Behavior</td>
<td>Divisional Review</td>
</tr>
<tr>
<td>DI 14-04</td>
<td>03-02-14</td>
<td>Failure to provide prompt/correct service</td>
<td>Divisional Review</td>
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<tr>
<td>DI 14-05</td>
<td>03-12-14</td>
<td>Disrespectful Behavior</td>
<td>Divisional Review</td>
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<tr>
<td>DI 14-06</td>
<td>03-11-14</td>
<td>Violation of law, SOP, policy, or Directive</td>
<td>Divisional Review</td>
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<tr>
<td>DI 14-07</td>
<td>03-20-14</td>
<td>Disrespectful Behavior</td>
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### COMPLETED COMPLAINT REGISTERS and DEPARTMENTAL INQUIRIES

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<th>Charge</th>
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<tr>
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<td>Harassment</td>
<td>11-23-13</td>
<td>01-31-14</td>
<td>Exonerated</td>
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<td>DI 13-27</td>
<td>Unprofessional Conduct</td>
<td>11-21-13</td>
<td>12-31-13</td>
<td>Not Sustained</td>
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<td>DI 14-01</td>
<td>Incompetency</td>
<td>02-04-14</td>
<td>02-24-14</td>
<td>Not Sustained</td>
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## DISPOSITIONS

<table>
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<tr>
<th>Disposition</th>
<th>Description</th>
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<tbody>
<tr>
<td>Unfounded</td>
<td>Allegations false; no credible evidence to support them</td>
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<tr>
<td>Withdrawn</td>
<td>Complainant withdrew complaint</td>
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<tr>
<td>Unresolved</td>
<td>Complainant failed to cooperate in the investigation</td>
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<tr>
<td>Not Sustained</td>
<td>Insufficient evidence to prove or disprove the allegations</td>
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<tr>
<td>Exonerated</td>
<td>Incident occurred, but was lawful or proper</td>
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<tr>
<td>Policy Failure</td>
<td>Allegation true, but the officer acted in conformance with policy resulting in harm to the complainant</td>
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<tr>
<td>Not City Related</td>
<td>Outside the jurisdiction of the City</td>
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<tr>
<td>Sustained</td>
<td>Allegations supported by sufficient evidence to justify a reasonable conclusion of guilt</td>
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<tr>
<td>SOL</td>
<td>The complainant failed to cooperate further</td>
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Evanston Police Department  
Office of Professional Standards  
Departmental Inquiry  
January 2014

DI #13-27  
Initiated 11/21/13  
Completed 12/31/13

Allegations: On November 21 the Complainant alleged to the department’s Office of Professional Standards (OPS) that on that date the Accused Officer, a detective assigned to the department’s Neighborhood Enforcement Team (NET), initiated against her a traffic-stop that was erroneous, given her “driving pattern violated no rules.” Further, alleged the Complainant, the officer failed to immediately identify himself as a police officer and treated her rudely during the stop.

Actions Taken, Acting NET Commander

Assigned by OPS to investigate the Complainant’s allegations, the Acting NET Commander directed the Accused Officer to submit a memorandum detailing the incident. In complying with this directive the Accused Officer stated he was attired in plain clothes and driving an unmarked squad car northbound on Crawford en route to a meeting with an outside agency when he observed the Complainant driving westbound at a high rate of speed on Colfax. She ignored the Colfax/Crawford stop sign before turning northbound onto Crawford, then accelerated dramatically while traveling in the right lane. The Accused Officer said he pursued the vehicle, having to accelerate to 50 mph in order to keep up with it, and then—as, without signaling a lane-change, the driver moved into the left lane—having to accelerate yet again so as to pull up parallel with the vehicle and signal for the driver to slow down. Although the Complainant looked in his direction, he noted, she did not alter her speed. At Central, stated the officer, the Complainant honored a red light before changing to the right lane (without signaling) before crossing into the “right turn only” lane and passing several vehicles on the right before proceeding northbound instead of turning. The officer persevered in pursuit, he said, as the Complainant (still in the right lane) passed a truck on the right. At Old Glenview Road, a red light finally afforded opportunity to make contact with the Complainant, stated the officer. He identified himself as a police officer, asked for the Complainant’s driver’s license, provided her the reason for the stop, queried whether there was mitigating cause for her unconventional driving. She responded “No,” he said—she simply was en route to Costco. The officer said he apprised the Complainant of the sundry violations he’d observed, and reminded her that she ignored him when he pulled alongside her vehicle to signal she should moderate her driving. She asked, in response, to see his ID. He complied, noted the Accused Officer, warned her to slow down, and cleared the stop without issuing a citation.

The Acting NET Commander reviewed the in-car video. It shows the Complainant speeding and driving erratically, e.g., passing vehicles on the right and driving through a marked “right turn only” lane. Further, the video shows that the Accused Officer identified himself as a police officer immediately upon initiating the stop, at which time he also provided reason for the stop. Subsequently the officer showed the Complainant supplementary police identification taken from his wallet.
Throughout the incident the officer appears calm and non-confrontational. In sum, observed the Acting NET Commander, the Accused Officer initiated a valid traffic stop and conducted it appropriately.

The in-car audio was not operational during the incident, noted the Acting Commander, so there is no specific evidentiary information regarding the Complainant's allegation that the officer was rude. Nonetheless, stated the Acting Commander, in conversation with the Accused Officer he addressed the audio-deficiency, stressing

...the importance of making sure in-car audio-recording is properly working during traffic stops and other investigative incidents in order to assure that the events of each incident are audio-recorded in the future.

Recommendation, Acting NET Commander

The Acting Commander recommended to his immediate supervisor, the Acting Chief of Police, that no further action be taken regarding this matter and that, given the lack of evidentiary information, a disposition of **not sustained** be accorded the allegation of rudeness. As regards the remaining allegations, the Acting Commander recommended a disposition of **unfounded**, based upon the evidentiary information provided by the in-car video. The Acting Chief of Police concurred with and approved (12/31) both recommendations.

**Disposition:**  **Not sustained** as to the allegation of rudeness  
**Unfounded** as to all other allegations

Kmt

CPAC: 5 members agree with disposition; 1 member, no response  
EPAC: All members agree with disposition
Evanston Police Department
Office of Professional Standards
Citizen Complaint Review
January 2014

CR #13-10 Initiated 10/15/13 Completed 12/16/13

Allegation: On October 15 the Complainant filed with the department’s Office of Professional Standards (OPS) a complaint regarding two officers’ actions while arresting him over a month earlier (9/02, 3:45 a.m.) Specifically, alleged the Complainant, both officers (1) treated him disrespectfully and (2) failed to return personal property to him, most notably his expensive bicycle, left at the scene rather than inventoried for safekeeping. In addition, alleged the Complainant, Accused Officer One struck him in the head without provocation. These allegations, if true, respectively constitute violations of departmental rules 18, 30 and 44.

The Incident, per the Police Report

On September 2d (3:45 a.m.), in response to a report of males with flashlights being seen in the alley behind the caller’s residence, the Accused Officers were dispatched to the 1800 block of Hovland. There they encountered the Complainant standing next to a bicycle. Queried about what he was doing the Complainant started to walk away rather than responding. When the officers advised he was not free to leave, he stated, “Look, man, I’m going home.” Again he started to walk away—whereupon Accused Officer One grabbed him by the arm and repeated that he was not free to leave. At this the Complainant shined his flashlight in each officer’s face. Accused Officer One told him to put the flashlight down. The Complainant responded, “I’m a Marine. I’ll beat your ass!” and advanced toward the officer, left fist raised. Accused Officer One countered by striking the Complainant with a closed right hand to his head. Later, in the lock-up, the Complainant attributed his behavior to intoxication and apologized to Accused Officer One. An Evidence Technician photographed the Complainant’s injury. There is no videotape of the incident.

[Note: While in custody the Complainant was transported to the hospital for an illness totally unrelated to his having been struck by Accused Officer One.]

As to the Complainant’s allegation regarding his bicycle, the incident report states that the officers ran the bike’s serial number, thereby ascertaining it had been reported neither lost nor stolen. The information received did not tie the bicycle to the Complainant, nor did he state that it was his.

Particulars of the Incident, per the Complainant

The Complainant told OPS he does not wholly recall the circumstances of his detention in the alley of the 1800 block of Hovland because he was “highly intoxicated” at the time. He does, however, remember the officers’ saying they were investigating the report of a suspicious subject walking with a flashlight in the alley and he also remembers he was disrespectful and non-compliant toward them—for which he at the time apologized to Accused Officer One and a supervisor [and subsequently to OPS during his interview]. In fact, admitted the Complainant, during the incident he assumed a combative stance, clenched his left hand into a fist, and advanced to within two feet of Accused Officer One while threatening to “kick [his] ass.” These
actions prompted Accused Officer One to apply a closed-hand strike to the left side of his head, said the Complainant, causing him to fall to the ground. Handcuffed and taken into custody, he was charged with aggravated assault to a peace officer.

During his OPS interview the Complainant stated that
- the Accused Officers damaged his backpack (cut its straps)
- Items (glasses, tools, a whistle ) that were either in the backpack or in a pouch attached to the bicycle were not returned to him.
- a friend returned his bike (with minor damage) two days prior to the interview, claiming it had been in the possession of an unidentified third party.

The Complainant also noted that he appeared in court several days prior to the OPS interview and the case was continued.

[Note: During its separate interviews of the Accused Officers OPS queried them about the damaged backpack and the allegedly missing items. Both admitted to cutting the backpack straps, offering in explanation the fact that the Complainant was handcuffed immediately after having been knocked to the ground, i.e., while wearing the backpack. Given his earlier noncompliance and aggression, the officers opted to cut the straps rather than remove the handcuffs in order to separate him from his backpack. Each officer denied all knowledge of the allegedly missing items. Indeed, each denied even seeing a pouch attached to the bike.]

Findings/Recommendation, Patrol Commander

Having reviewed the police report and OPS’ investigative interviews—none of which presents any evidence lending credence to the Complainant’s allegations, the Patrol Commander found this complaint devoid of merit. Accordingly, he recommended (12/12) to his immediate supervisor, the Deputy Chief of Field Operations, that no further action be taken and that the matter be closed with a disposition of unfounded. The Deputy Chief approved (12/16) the recommended disposition.

Disposition: Unfounded

kmt

CPAC: 5 members agree with disposition, 1 member, no response
EPAC: All members agree with disposition
Evanston Police Department
Office of Professional Standards
Citizen Complaint Review
February 2014

CR #13-13 Initiated 11/23/13 Completed 1/31/14

Allegation: On November 23 (8:45 p.m.) the Complainant alleged to a Patrol Sergeant that on that date (at 7:30 p.m.) the Accused Officer effected a traffic-stop against the Complainant solely for the purpose of harassment. Specifically, stated the Complainant, the officer followed him as he drove a rental car around his neighborhood and, after ultimately detaining him, advised the Complainant that he was stopped because he was "in a rental car in a high crime area." The officer did not cite him.

If the above allegation proves true, the Accused Officer will have violated departmental rule 74.

The Incident, per the Police Report (authored by the Accused Officer)

The incident report (#13-032313) states that on November 23 the Accused Officer and his partner (the Witness Officer)—each a detective in the department’s Tactical unit—were stationary in an unmarked squad at the intersection of Grey and Emerson, assigned to Gang/Violent Crime Suppression patrol. They observed a dark blue Chrysler turn north from eastbound Emerson onto the 1900 block of Brown, the latter a deployment Hotspot area. The vehicle’s license plate registered to a car-rental agency—a suspicious circumstance, inasmuch as a week earlier a car registered to the same rental-agency figured in a shots-fired incident [see * below] in that same area. The officers elected to monitor the vehicle’s progress, given the time of day (7:15 p.m.) and the facts that the area is a crime Hotspot and the vehicle a suspicious rental. The vehicle turned east from northbound Brown onto the 1900 block of Foster, then proceeded southbound onto the 1900 block of Dodge and through Dodge’s 1800-1700 blocks (likewise a Hotspot area) before turning eastbound onto the 1800 block of Church (i.e., through the intersection of Church/Dodge, also a Hotspot). From eastbound Church the vehicle turned northbound onto the 1700 block of Darrow and traveled slowly through Darrow’s 1700-1800 blocks (the latter also designated Hotspots). From the 1800 block of Darrow the vehicle turned westbound onto Emerson and proceeded towards McCormick. No apparent reason for this circular route suggested itself (aside from its plethora of Hotspots) so the officers conducted an investigative stop in the 1700 block of McCormick in order to identify the driver (the Complainant). The Accused Officer advised the Complainant of the reason for the stop (a reason the Complainant declared “unacceptable”) and asked to see his driver’s license. The license proved to be valid, whereupon the Complainant was released from the scene.

Note: The incident report indicates that at initiation of the stop the Accused Officer discovered the squad’s video/audio device to be full. He therefore requested response by a Patrol vehicle with operational video/audio. Vehicle 46 responded and the remainder of the stop was recorded.

*On November 16 (5:15 p.m.) shots were fired at a rental-car. The driver and two passengers escaped injury. However, the attack broke the vehicle’s windows and left multiple bullet holes in the driver’s-side door.
The Incident, per the Complainant
(as reported to a Patrol Sergeant)

At 8:45 p.m. on November 23, the date of the incident, the Complainant came to the police department to report the matter to a supervisor, i.e., initiate with the department's Office of Professional Standards (OPS) a formal complaint against the Accused Officer. The Complainant told a Patrol Sergeant that he has filed complaints in the past and is familiar with the complaint-process. The Sergeant provided him the appropriate complaint form and asked that he relate circumstances of the incident. Per the Patrol Sergeant, the Complainant complied with his request by stating he

...entered Evanston driving a rental car, in the area of Emerson and McCormick. He said he drove down Emerson to Brown, north to Foster, then to Dodge. He continued south to Church, east to Darrow and then Darrow back to Emerson when he was pulled over....he said he was just riding around the neighborhood and was going to make some stops but then decided not to, going by friends and family member's houses. He said that when he entered Evanston he observed the unmarked squad car and looked at them and they looked at him. He said, “What they try to do is a waste of time”...[He said the Accused Officer ] explained that he was pulled over because he was driving a rental car around a high crime area which he deemed to be suspicious....[The Complainant] said that was “BS.”

Interviews, OPS Commander

During a December 3rd interview the OPS Commander sought to clarify the crux of the Complainant's grievance by asking him whether it concerns the authenticity of the stop or the officer's behavior/demeanor. The Complainant responded,

Authenticity of the stop is what I'm complaining about ...I can ride where I want to ride.

The Accused Officer told OPS he initiated the traffic-stop (1) because the vehicle was a rental from the same agency as the vehicle involved in an area shooting one week earlier and (2) because the vehicle circled through multiple high-crime areas. Based on these circumstances, said the officer, he considered it prudent to identify the driver. Both officers approached the vehicle, said the Accused Officer. He engaged the driver (the Complainant, whom, the officer noted, he did not recognize), advised him of the reason for the stop, and asked to see his driver's license. The Complainant was agitated and hostile at being stopped, said the officer, but he produced a valid license and accordingly was released on-scene.

The Accused Officer noted that upon initiating the stop he discovered his vehicle's audio/visual was not functioning, so he contacted Dispatch and requested response by a vehicle with working equipment. Vehicle 46 responded. The officer further noted that, although he did not recognize the Complainant, he did recognize the name on his driver's license and realized that he had encountered the Complainant on a previous traffic-stop.
CR #13-13
February 2014
page 3

The **Witness Officer** (passenger in the Accused Officer’s vehicle) told OPS that the two noticed the Complainant’s vehicle because it was in a Hotspot and because it was a rental registered to the same rental-agency as was a vehicle involved in an area shooting one week earlier. Due to darkness (7:15 on a November evening), said the Witness Officer, he and his partner were unable to ascertain the driver’s identity—let alone any specifics about him/her—or, indeed, how many people were in the vehicle. The officers therefore decided to monitor its progress. After observing the vehicle drive aimlessly through several Hotspots, *i.e.*, deployment areas of concentration, without ever stopping/parking, the Witness Officer and his partner initiated a stop for the purpose of ascertaining the driver’s identity. The Accused Officer made contact with the driver (the Complainant). (Parenthetically the Witness Officer noted he recognized the driver, having encountered him on a previous traffic stop during which nothing negative occurred.) The Accused Officer explained the reason for the stop, and asked to see the Complainant’s driver’s license. The Witness Officer noted that the Complainant took umbrage at the proffered reason for the stop. However, he did produce a valid license, whereupon he was released.

**Review/Conclusion, Tactical Bureau Supervisors**

Based upon their individual reviews of the OPS investigation, both the Tactical Sergeant and his immediate supervisor, the Tactical Commander, concluded the Accused Officer was innocent of any wrongdoing in conjunction with his traffic-stop of the Complainant. The stop was lawful and justified. Therefore, the Tactical supervisors advised OPS that no further action is necessary and the matter should be closed with a disposition of **exonerated**. OPS advised the Chief of Police of the supervisors’ determination. On January 31 the Chief of Police approved the aforesaid disposition.

**Disposition: Exonerated**

Kmt

CPAC: 5 members agree with disposition, 1 member, no response
EPAC: All members agree with disposition
Evanston Police Department
Office of Professional Standards
Departmental Inquiry
March 2014

DI #14-01
Initiated 2/4/14
Completed 2/25/14

Allegation: On February 4, the Complainant alleged to the department’s Office of Professional Standards (OPS) that Accused Officers One and Two and an Accused Officer in Training (AOIT) incompetently performed a wellbeing check on his brother, who suffers from medical and mental problems.

The Precipitating Incident, per the Complainant

On February 4, the Complainant phoned Dispatch to report that the property manager at his brother’s residence discovered the Complainant’s brother—who suffers from mental and medical problems—wandering about outside and escorted him back to his apartment. The Complainant asked that the police perform a wellbeing check while he was en route to the residence. Complying, Dispatch assigned the Accused Officers to perform the check.

Arrived at the residence, said the Complainant, he discovered the Accused Officers (dispatched at 4:45 p.m.) already had completed their check. They still were on-scene, however, and queried the Complainant regarding his relationship (if any) to the subject of the check. Once relationship was established, said the Complainant, the officers explained nothing, stating merely that his brother was “ok.” What’s more, they didn’t allow him to see his brother (or even ask if he wanted to see him). Subsequently, said the Complainant, he tried to phone his brother, but could not make contact. He did not contact the police about this failure, he said, given that his first encounter with them had been totally ineffective. The following day, said the Complainant, his sister found their brother “in horrible condition.” She took him to the hospital, where it was discovered that his foot was broken and he was suffering from sundry other medical problems.

Actions Taken, Patrol Sergeant

Assigned to investigate the Complainant’s allegations, the Sergeant directed the Accused Officers to submit individual memoranda detailing the incident. Meanwhile he listened to Dispatch’s assignment of the wellbeing check to the Accused Officers (during which Dispatch incorrectly identified the Complainant as the subject’s father) and reviewed the CADS ticket.

Findings, Patrol Sergeant

Based upon Dispatch records and the officers’ memoranda (as well as upon the Complainant’s own statement that the officers questioned his relationship to the subject of their wellbeing check), the Sergeant found Dispatch complied with the requirements of General Order 6.13, “Notification,” in that it provided the Complainant’s name, address, phone number and relationship to the subject of the wellbeing check, as well as the reason for the check.

Accused Officer One stated in his memorandum that Accused Officer Two informed the Complainant his brother was ok and inside his residence. Hearing this, said Accused Officer One, the Complainant turned to a male passenger in his vehicle, remarked “I guess I’ll check on him,” and walked toward the front door of the residence without saying anything else to the officers or asking for their further assistance. Accused Officer One said he then returned to his vehicle, where he remained stationary for approximately five minutes while updating his activity sheet.
DI #14-01
March 2014
page 2

Accused Officer One recalled that the AOIT asked the subject whether he needed immediate medical attention and the subject responded in the negative, saying he was fine. Accused Officer One further stated that canned goods and dry food were in the kitchen and that the unit was in good working order, though cluttered.

Accused Officer Two said he asked all the screening questions because he was demonstrating for the AOIT how properly to conduct a wellbeing check. Specifically, he asked if he was injured or hurt in any way. If he knew the year, his full name, the city he lived in, how to call for help if needed, what to do in an emergency, if he was taking any/all of his medications, as well as if he wanted to harm himself or anyone else. He answered all of the questions to my satisfaction. I asked...if he needed medical attention or if he wanted to go to the hospital for any reason. He replied “no” every time...I observed that the apartment was heated, had running water, and there were numerous sealed cans of food out in plain view.

Further, Accused Officer Two recalled that it was the AOIT who told the Complainant his brother was ok, and that the Complainant did not ask anything further of them. As to resolution of the wellbeing check, Accused Officer Two stated the officers collectively determined no emergency existed and the Complainant’s brother was capable of alerting his doctor or a family member should he experience any alarming circumstances.

The Accused Officer in Training (AOIT) said in his memorandum that the Accused Officers told the Complainant his brother appeared to be OK and was waiting for the Complainant in his apartment, having been advised the Complainant was en route. Thanking them, the Complainant said he would be going inside to speak with his brother.

As to the actual conduct of the wellbeing check, the AOIT recalled the Complainant’s brother immediately answered the door, even though he was walking with a limp. He’d sustained a bruise, he explained, pointing to his leg/groin area, and had seen a doctor. Indeed, he said, he was scheduled for a second consultation the following day. The AOIT said Accused Officer Two asked questions of the subject to ascertain his mood and coherency, and made sure the residence contained food, water, and fully-functioning utilities.

Recommendation, Patrol Sergeant

Based upon the foregoing the Sergeant found the evidence insufficient to prove/disprove the allegations. He therefore recommended (2/10) to his immediate supervisor, a Patrol Commander, that no further action be taken and that the matter be logged as a departmental inquiry and closed with a disposition of not sustained. The Patrol Commander concurred, and so advised (2/22) his immediate supervisor, the Acting Deputy Chief of Field Operations, who in turn recommended (2/24) a disposition of not sustained to the Chief of Police, who approved it (2/25).

Disposition: Not sustained

Kmt

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CPAC: 5 members agree with disposition, 1 member, no response
EPAC: All members agree with disposition
PHONE CALL COMPLIMENTING OFFICER

Date: March 26, 2014

Caller: 

Complimenting praiseworthy police work by: Officer Nicholas Demos

Reference: Caller stated he witnessed exemplary conduct by an Evanston Police Officer while he was at the Main St. Metra stop. He explained, while the above mentioned officer was attending to an agitated woman, a truck hit the viaduct. The officer was able to put the woman into the police car and, while she complied, he was able to investigate the viaduct incident. Caller stated the officer had "the patience of Job", was very impressive, and we would want all officers to conduct themselves in the same manner.

Submitted by: Michelle Smith, Admin. Secretary

Cc: Compliment Board
    Personnel File
    Officer/Staff Member
PHONE CALL COMPLIMENTING OFFICER

Date: March 25, 2014

Caller: Unknown

Complimenting praiseworthy police work by: Officer Dagmara Bulat, Officer Ewa Bonislawski

Reference: Regarding 14-8765, caller left a voice message stating she thanks the Evanston Police for responding right away after a call for noticing a suspicious person. She said the area is a family centered neighborhood and she thanks the police for taking that person away.

Submitted by: Michelle Smith, Admin. Secretary

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

Date: March 12, 2014

Caller: 

Complimenting praiseworthy police work by: EPD Officers (unknown by caller)

Reference: Caller (90 year old resident) states she was attempting to lift her parkway 'fancy can' to dump the trash out but it was too heavy. She states a female officer stopped to help her but couldn't lift the can either. That officer called for back-up and another officer arrived and emptied the trash can for her. Caller thanks EPD for being kind to her.

Submitted by: Michelle Smith, Admin. Secretary

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

Date: March 10, 2014

Caller: [Redacted]

Complimenting praiseworthy police work by: Officer Patrick San Roman

Reference: Caller states he called 911 to report a gathering of young people who looked like they may start to fight. When he could hear the police sirens, they dispersed. Caller states he appreciates the quick response from the police.

Submitted by: Michelle Smith, Admin. Secretary

Cc: Personnel File
   Officer/Staff Member
FRANK J. KAMINSKI  
CHIEF OF POLICE  

March 4, 2014

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

Dear Chief Eddington:

On February 20, 2014, an aggravated vehicular hijacking occurred in Park Ridge. The defendant forcibly took the victim's vehicle while her 5-year old son was asleep in the back seat. An Amber Alert was immediately initiated which assisted in locating the abandoned vehicle with the child in it. An investigation followed, which led to the arrest of [redacted] years of age.

The arrest of [redacted] would not have been possible without the assistance of your agencies. Your officers helped greatly with the follow-up information that led to [redacted] arrest. I am extremely grateful for your assistance. Please extend my sincerest thanks to the following:

Tactical Officer M. Geyer  
Tactical Officer Phil Lange  
K-9 Officer Tony Sosa

Enclosed you will find a Certificate of Appreciation for each member.

Thanks for all your support and cooperation.

Sincerely,

F. Kaminski  
Chief of Police  

FK/kd
Certificate of Appreciation

Presented to

Tactical Officer Geyer

on

This 5th day of March 2014

In recognition of

Your assistance to the Park Ridge Police Department in an aggravated vehicular hijacking case that occurred on February 20, 2014. Your contributions led to the arrest of [Redacted] and the safe return of the child to his parents. Without your help, we would not have been able to bring this case to a close in such a quick manner. We are grateful for your assistance.

F. Kaminski

Frank Kaminski, Chief of Police
Certificate of Appreciation

Presented to

Tactical Officer Lange

on

This 5th day of March 2014

In recognition of

Your assistance to the Park Ridge Police Department in an aggravated vehicular hijacking case that occurred on February 20, 2014. Your contributions led to the arrest of [redacted] and the safe return of the child to his parents.

Without your help, we would not have been able to bring this case to a close in such a quick manner. We are grateful for your assistance.

F. Kaminski
Frank Kaminski, Chief of Police
Certificate of Appreciation

Presented to

Officer Sosa

on

This 5th day of March 2014

In recognition of

Your assistance to the Park Ridge Police Department in an aggravated vehicular hijacking case that occurred on February 20, 2014. Your contributions led to the arrest of [redacted] and the safe return of the child to his parents. Without your help, we would not have been able to bring this case to a close in such a quick manner. We are grateful for your assistance.

Frank Kaminski, Chief of Police
PHONE CALL COMPLIMENTING OFFICER

Date: March 3, 2014

Caller: [redacted]

Complimenting praiseworthy police work by: Officer Kevin Jacobs and EPD

Reference: Resident left a voice message stating he appreciates the courteous, prompt, and very polite assistance he received when he reported someone had entered his apartment and tampered with his computer. He states he appreciates EPD and thanks the department for having people who care and who are responsible.

Submitted by: Michelle Smith, Admin. Secretary

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

Date: March 5, 2014

Caller: Darren Davis, Commander

NUPD

Complimenting praiseworthy police work by: Sgt. Henry and EPD

Reference: Commander Darren Davis of NUPD states he thanks Sgt. Henry and EPD for assistance during the protests that took place yesterday on NU campus.

Submitted by: Michelle Smith, Admin. Secretary

Cc: Personnel File

Officer/Staff Member
February 26, 2014

Chief Richard Eddington
Evanston Police Department
1454 Elmwood Avenue
Evanston, Illinois 60201

Dear Chief Eddington:

I would like to thank you for the ongoing assistance Detective James Pillars and the Neighborhood
Enforcement Team provides to the Homeland Security Investigations (HSI) Public Safety Unit. This past
year, Detective Pillars has assisted HSI Special Agent (SA) Jason Hines with the identification and arrest
of numerous street gang members, narcotics traffickers, and sexual predators.

Specifically, Detective Pillars’ efforts resulted in the arrest of the following individuals, gathering of
intelligence through interviews, and ultimately their removal from the United States.

- [Redacted] was arrested on March 19, 2013 and subsequently
  removed to Jordan on January 8, 2014. [Redacted] is a convicted narcotics trafficker and swindler
  with ties to the Belizean Bloods street gang.

- [Redacted] was arrested in Evanston on June 14, 2013 and
  subsequently removed to Mexico on August 9, 2013. [Redacted] is a convicted kilogram-level
  narcotics trafficker and documented member of the Los Locos street gang.

- [Redacted] was arrested in Evanston on January 16, 2013 and
  subsequently removed to Mexico on March 22, 2013. [Redacted] was convicted of sexual
  offenses against a minor and was a registered sex offender.

Additionally, Detective Pillars assisted SA Hines with the arrest of [Redacted] on July 26,
2013 in Evanston. [Redacted] resided in Evanston for less than a month before his arrest related to his alleged
commission of a murder in Belize on June 17, 2013. [Redacted] is the subject of an INTERPOL red notice and
remains in custody awaiting removal to Belize.

I appreciate such collaborative efforts, which are necessary to combat violent transnational street gangs
and narcotics traffickers operating in Evanston and throughout the Chicagoland area. Again, I thank you
and commend Detective Pillars for his exceptional performance and cooperation.

Sincerely,

[Signature]

Gary J. Hartwig
Special Agent in Charge

www.dhs.gov
Village of Skokie

February 24, 2014

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

Dear Chief Eddington,

On Thursday, February 20, 2014, the Park Ridge Police Department issued an Amber Alert when a vehicle was stolen from a residential driveway with a five-year-old child in the back seat.

The Amber Alert resulted in a reported sighting of the vehicle in Skokie near Touby Avenue and the Edens Expressway. Shortly after, the vehicle was located in the alley of the 5200 block of Hoffman Street in Skokie. The child was unharmed, still in the car, and the offender had fled.

We quickly began to construct a perimeter and initiated an I.L.E.A.S. mutual aid request in support of that mission.

Officers Tony Sosa and David Cherrey with the canine from your Department responded and greatly enhanced our ability to contain the perimeter and conduct an area search for the offender. While the offender was not located during that operation, the quick response and commitment from all the officers and Departments involved greatly increased the probability of locating the offender, if still in the area.

We greatly appreciate your support to us on this day and extend our thanks to you and your officers.

Sincerely,

[Signature]

Anthony P. Scarpelli
Chief of Police
February 13, 2014

Evanston Police Department  
Attn. Detective Aaron Wernick  
1454 Elmwood Avenue  
Evanston, IL 60201

Re: Evanston Police Case Number 13-19635

Detective Aaron Wernick,

Thank you for yesterday's good news regarding the Felony 2 charges brought against the thief that stole money from my Evanston business. I am sincerely appreciative of the very professional and thorough services you have delivered for me and my company throughout this process. From the beginning I understood how my case was a very small relative to other serious crimes, and was not a top priority for anyone except myself. Naturally I feared my little case might be less than important and get lost in the shuffle behind the more serious crimes the police department has to deal with. However, I was very pleased that at every step along the way you kept me informed and helped me understand what was to be realistically expected. Your attention to the detail, communication and commitment to following through are impressive and commendable. I know there is still much to do as the Courts move along at their own pace, and I understand that a conviction is not a certainty, nor is the retrieval of our stolen money. Having this thief held accountable in the legal process is an important step, and hopefully will keep them for stealing from others in the future.

I was born and raised in Evanston, and as property owner and business owner in Evanston I'm pleased to be able to say that my experience with you and the Evanston Police department has been very positive. I am impressed that even a small case like mine was dealt with so professionally at every step of the way. Thank you again.

Sincerely

Cc Police Chief: Richard Eddington

P.S. Detective Aaron Wernick is to be commended for his professionalism. He's a true credit to your organization.
Commander James Pickett
Problem Solving Team
Evanston Police Department
City of Evanston
1454 Elmwood Ave
Evanston, Illinois 60201

Dear Commander Pickett:

Hello,

A brief update on a refreshing police officer, named Officer LaShawn Cook.

I have never known of myself to be so moved by an officer that I actually send a letter of compliment! Usually, I don't send complimentary letters because there is usually nothing to compliment.

Just letting you know about an officer who takes time to converse with me and I hope other area citizens, too.

I hear a neighborhood watch is starting up in the Dolson, Bannermel, Ashland, and other close streets, due to the recent thefts of UPS, USPS, and FedEx packages on Dolson. I also hear Officer Jenkins is heading up the watch team and encouraging residents to be part of the neighborhood watch group.

It would be beyond great if this whole border community had the beauty of Hull Terrace off of Asbury, as they too have a neighborhood watch, plus, signs everywhere. Will our streets have these signs, too?

2-13-14
Dear Chief Eddington,

I was extremely moved by the presentation regarding young [REDACTED] at our city managers' meeting.

I am a new employee for the City, and reading about and then hearing about your department's [REDACTED] demonstration of kindness and generosity of spirit made me incredibly proud to be part of Evanston's team. A huge "well done" to everyone involved! Respectfully.
January 25, 2014

Dear Chief of Police,

I had my car stolen in front of my house on Thanksgiving Day this past year here in Evanston. I called the Evanston Police Department to report the incident and they sent out Officer Carrasco (#152) to assist me. Officer Carrasco was very professional in taking my information about the incident. What was most impressive however was after finishing his report, he called me a few minutes later to let me know he was looking for my stolen car and found it an alley near my house. He came back to my residence and brought me to my stolen car. I commend Office Carrasco for making the effort to search and my find my stolen vehicle. He turned my Thanksgiving Day from a nightmare to a real blessing. I was able to drive to family and enjoy Thanksgiving dinner instead of being stranded at my home without a car. Please thank Officer Carrasco for his fine work and successful search of my stolen vehicle.

Grateful,
Dear EPD Family,
Thank you for the beautiful flowers and for all your love and support. You embraced my family and I and I am ever grateful! I am truly blessed to have you as my "blue" family!

Love, Heidi Bernhardt & family
January 18, 2014

Dear Chief —

Thank you so much for the service you & your department do for the city of Evanston. On snowy days like today it is so reassuring that the men & women who serve the department & the city of Evanston are out on the streets to answer calls of duty & ensure the safety, protection of wellbeing of the citizens of Evanston. So putting their lives on the line, it is too insignificant & out of kindness evident through the commitment to duty should be appreciated. While your officers chose their profession, they also chose a profession devoted to service. Sometimes this means neglecting their own desires in order to uphold the law and be a great example to the community. Such officers are truly a blessing for this city and the ones who go beyond the call of duty may remain unknown & unheralded. However, their rewards in the simple satisfaction of having stayed true to the city of Evanston, the citizens of Evanston, those they serve beyond the borders of this city by their contribution of Service to the great State of Illinois. Be encouraged to know that you, developed some great leaders & these fine men & women deserve daily encouragement & kindness.

Merci beaucoup!

God Bless the Department

Best Regards

[Signature]

Former Evanston Resident

---

Happy 2014! -Believer!
December 18, 2013

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

Dear Chief Eddington:

I am writing to thank your agency and commend Officers Slava Leontiev, Brian Rust & Lou Velez for assistance rendered to the Arlington Heights Police Department during a NIPAS callout.

On December 12, 2013, the Department was thrust into a situation that resulted in something no law enforcement officer ever wants to hear, "Officer Down." On-scene supervision immediately requested the assistance of ILEAS and NIPAS personnel to contain an armed suspect with a hostage.

The crime scene was located within a multifamily subdivision. Establishing inner and outer perimeters quickly exhausted resources on hand. An ILEAS activation was initiated to supplement critical staffing. Likewise, a NIPAS callout resulted in the rapid response and coordinated effort of many highly trained professionals who reacted accordingly to an ever-evolving, high-risk situation. A collaborative response from our local law enforcement partners allowed us to swiftly apply substantial resources to the fluid incident. In the end, the hostage was freed unharmed and thankfully the officer who was injured is, at this time, making positive strides on the road to a successful recovery.

Please be assured the Arlington Heights Police Department is always ready to reciprocate should the need arise.

Please extend my sincere appreciation to Officers Slava Leontiev, Brian Rust & Lou Velez for a job well done.

Sincerely,

Gerald S. Mourning, Chief of Police
Arlington Heights Police Department
All,

I am writing to inform all of you that I accepted a promotion. My family and I will be relocating to [redacted], which is a suburb of Chicago. A new general manager for Evanston will be selected in the next 7-10 days and will be onsite before February 14th.

I truly appreciate the help and assistance you all have offered to me. No matter what question or problem I had all of you were there the past six years. I spoke with Alderman Braithwaite this afternoon to ensure we can continue working with community organizations regarding employment. I will make sure I introduce the new general manager, whomever it may be, to anyone that wants to meet them.

It has been a fun and interesting six years in Evanston. I have met a ton of people and made a lot of friends that will be missed. February 11th will be my last day working in Evanston and then a new chapter will begin. I thank all of you for being a strong support system and I am 100% sure the next general manager will do a great job and serve the community very well.

Best regards,
To The Evanston Police Department

We here at King Home wish to commend you on your swift action and for making us feel safer and protected here in our community.

Thank you very much!

Barbara Swenson
Dana O'Mearas
Barbara Swenson
Dan O'Mearas

Thank you very much!

Dana O'Mearas
Barbara Swenson

APPEAPACIATE YOUR GREAT SERVICE.
PHIL DEVENPORT

THANK YOU!
Joe Kayser

THANK YOU!!
Ms. Bean

THANK YOU SO VERY MUCH FOR YOUR WUNDERFUL FAITHFUL SERVICE TO OUR COMMUNITY!!!
Ernest R. Rockston
Resident

Yes, We really care about you & your work
Take Care — B. Peterson

To: Janet & Greg
Love, E.H. & T. H. Nelson

Feeling safe & protected.

Thank you very much.

Phil Devenport

Friends of King Home

Thank you very much.

E.H. & T. H. Nelson
Evanston, Illinois 60201-2464
January 11, 2014

Hello, Wonderful Police department of Evanston, Illinois,

I am writing to express my gratitude and thankfulness for your kindness and the groceries you brought to me. It was very helpful and I greatly enjoyed them. I know you face difficult challenges every day, and I see how our world is becoming less friendly. This inspires me to keep praying for your safety and the world.

Trail children of dust, and feeble as frail,
In thee do we trust and find Thee to fail.
The mercies how tender! And firm to the end.
Our Maker, Defender, Redeemer and Friend.
God is the Lord of my life.

Respectfully,

[Handwritten Signature]
Joe, Heather & Erika,

Please see the attached email from Chief Klaiber expressing his gratitude for the support that you provided during the Pine Yard fire. It is greatly appreciated.

Good team work and Happy New Year!

Perry Polinski
Communications Coordinator
Evanston Police Department

Jeff, Martha and Dave,

I wanted to express my thanks for your response to the Pineyard et al fire early Sunday morning. As you know, it was a long and challenging fire that exhausted our resources. I truly appreciate how you assisted us throughout the incident.

In addition, thanks to EPD for traffic control/security, our 911 dispatchers for their work, and those that responded from streets to clean debris etc. caused by the fire.

We are all fortunate to work with such talented professionals.

Happy New Year.

Greg

Greg Klaiber, Fire Chief
Evanston Fire and Life Safety Services
909 Lake Street
Evanston, IL 60201
  847 866 5924
m. 847 878 4511
A heartfelt thanks to the Evanston Police Dept and whoever the officers were who did a wellness check on my brother, [redacted], this evening. A number of family members were quite concerned, and it was a great relief to learn that he was ok.

Again, many, many thanks...
PHONE CALL COMPLIMENTING OFFICER

Date: January 7, 2014

Caller: 

Complimenting praiseworthy police work by: Officer Larry Miller

Reference: Caller compliments Officer Miller for responding to her noise complaint. She states he was very polite and very thorough. She also appreciates his manner and hopes he stays on the force.

Submitted by: Michelle Smith, Admin, Secretary

Cc: Personnel File
   Officer/Staff Member
EVANSTON POLICE DEPARTMENT
Office of Professional Standards
COMPLAINT REGISTER FORM
COMMENDATION

DATE: JAN 12, 2014

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 _________________.

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: SEPTEMBER 22, 2013 Approximate time of incident: 11:55 p.m.

2. Location of Incident: BAR LOUIE; 1520 SHERMAN AVENUE, EVANSTON, IL 60201

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:

   (1) OFFICER HUNT (AFRICAN AMERICAN, MALE)

   (2) A YOUNG, OFF-DUTY OFFICER (AFRICAN AMERICAN FEMALE, EVANSTON POLICE OFFICER)

   (3) SEVERAL OTHER RESPONDING EVANSTON & NORTHWESTERN UNIVERSITY POLICE OFFICERS

   (4) EVANSTON FIRE DEPARTMENT PARAMEDICS

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:

N/A

COMMENTS

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):

A YOUNG, OFF-DUTY AFRICAN AMERICAN FEMALE POLICE OFFICER WHOSE NAME I DO NOT KNOW (BUT OFFICER HUNT SHOULD), HELPED ME WITH THE TRUEST SENSE OF DUTY THAT A POLICE OFFICER SHOULD EMBODY. YOU SEE, ON THAT DAY, I WAS VERY MUCH INTOXICATED AND EVERY EMBARRASSINGLY,

FOR POLICE USE ONLY:

DATE COMPLAINT RECEIVED: _______________ RECEIVED BY: _______________

OPS NO: _______________
Rev 01-01-04

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COMPLAINT NARRATIVE CONTINUED:

Beyond the level of reasonable control, said officer recognized as much during our conversation at the location noted where we were both patrons. Her concern for me was heartfelt and appropriate, and I will never forget her actions in obtaining help for me, on the scene other officers assisted as well, most notably officer Hunt who not only made me feel at ease but also accompanied me in my hospital transport and even held my hand as blood was taken at the hospital (something that has always made me feel uncomfortable). My actions that day were nothing less than stupid, but the exemplary service provided by members of the Evanston and Northwestern Police Officers, most notably that of the unknown officer and officer Hunt merit significant recognition.

I apologize to the department, to those officers, and to the residents of the city of Evanston for that day. Thank you, though, for helping make sure that one day I would be able to write this commendation for them. If possible, I would like to meet and express gratitude to these officers—they may well have saved my life.

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.

\[\text{Front and Back}\]

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.

\[\text{Complainant Signature} \quad \text{Date}\]

\[\text{Witness Signature} \quad \text{Date}\]

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.
Memorandum

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

From: Wally Bobkiewicz, City Manager

Subject: Evanston Animal Care and Control Operations

Date: April 4, 2014

Recommended Action:
It is recommended that the City Council: 1) receive this report; 2) approve the City of Evanston Animal Control Policy; 3) approve the Volunteer Animal Organization Partnership Policy; 4) direct the City Manager to create an Evanston Animal Shelter Fund to receive donations for the Animal Shelter; 5) introduce Ordinance No. 54-O-14 creating the Evanston Board of Animal Care and Control; 6) receive and file report from Corporation Counsel on legal options regarding donations received to support the Evanston Animal Shelter; 7) provide direction to City Manager regarding City reimbursement of costs regarding volunteer rescue activities.

If C.A.R.E. wishes to negotiate a new one year agreement with the City pursuant to the Animal Control Policy and Volunteer Animal Organization Partnership Policy it is recommended that the City Council direct the City Manager to negotiate such agreement and return to the City Council on April 28, 2014 with agreement for review and approval.

If C.A.R.E. declines to negotiate a new agreement it is recommended that the City Council: 1) authorize the City Manager to issue notice to C.A.R.E. ceasing relationship with City at the Evanston Animal Shelter and to work with C.A.R.E. to vacate the animal shelter no later than 5:00 PM Friday May 9, 2014; 2) direct the City Manager to issue a Request for Qualifications to volunteer animal organizations to express interest in working at Evanston Animal Shelter no later than Friday April 25, 2014; 3) direct the City Manager to return to the City Council on April 28, 2014 with status report on these activities.

The City has received a communication from the C.A.R.E. Board of Directors (Attachment 1) on these matters. It is unclear to me from reading the letter if C.A.R.E. wishes to engage in further discussions on an agreement using the policies developed as a framework or not.
Summary:
Staff has prepared final documents to implement the various policies:

A. Animal Control Policy:
A final version of the Policy is attached which incorporate language on cat care (Section F1) and use of donations (Section 7).

B. Evanston Animal Shelter Fund:
The City Council action would create the Fund.

C. Board of Animal Care and Control:
Ordinance 54-O-14 would create Board.

D. Volunteer Animal Organization Partnership Policy
Final version of the policy is attached for the City Council’s consideration.

The Human Services Committee also asked that staff follow up on a few additional issues. Memorandum is attached from Corporation Counsel Farrar on C.A.R.E. financial issues. The Committee also asked that staff consider reimbursement to interested volunteers who have spent their own funds to support operations at the Animal Shelter not supported by C.A.R.E. Staff is asking for direction on how to proceed in this matter.

Attachment:
1. April 4, 2014 Letter from C.A.R.E. Board of Directors
2. Animal Control Policy
3. Ordinance 54-O-14
4. Volunteer Animal Organization Partnership Policy
5. Memorandum from Corporation Counsel
April 4, 2014

Mr. Wally Bobkiewicz
City Manager
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

Thank you for your e-mail of April 1, 2014 following the City’s Human Services Committee meeting on March 31, 2014. Your e-mail asked Community Animal Rescue Effort, Inc. (C.A.R.E.) for a statement of its intentions moving forward and whether C.A.R.E.’s board of directors would engage in negotiations for a new agreement should the City Council adopt the policies discussed at the meeting. It is unclear what you mean by the “policies” discussed at the Human Services Committee meeting. No formal policies were proposed by the Human Services Committee and, as you acknowledged, any such policies have not yet been adopted by the City Council. If the City Council wishes to propose certain policies to be implemented on a going forward basis with respect to the involvement of C.A.R.E., we would welcome that opportunity to review any such proposed policies and provide a response to you if they are consistent with the mission of C.A.R.E.

With respect to the intentions of C.A.R.E. moving forward, our all-volunteer organization remains committed to its long-standing mission of serving communities throughout Chicago’s North Shore and beyond, including Evanston, by: (1) promoting and encouraging the adoption of small animals into caring home environments; (2) promoting and encouraging the education of pet owners and prospective pet owners in the care, training and treatment of pets; (3) promoting, encouraging and fostering any educational, research, or scientific purpose or activity that would further the well-being of animals, great or small, wild or domestic, and (4) having our volunteers assist the City of Evanston and certain of its departments and units to provide quality stewardship to the animals entrusted to their care and to alleviate the animal control wardens and employees of as much routine day-to-day activities as are permitted by regulation.

Since its founding in 1987, our all-volunteer organization has been responsible for saving the lives of thousands of dogs and cats that were adopted and otherwise would have been euthanized. C.A.R.E. and its volunteers have worked tirelessly, donated thousands of hours of service and provided substantial funding to further animal rescue efforts in the communities of the North Shore, including Evanston and its animal shelter, by making substantial improvements to the shelter, paying for routine and extraordinary medical costs for the animals, purchasing supplies and, of course, providing additional staffing for the shelter. From the very beginning, C.A.R.E. volunteers have worked tirelessly to create a shelter and adoption center out of what was once little more than a city pound.

In Evanston, we are proud of the work we’ve done to find homes for dogs and cats within the community – providing good pets that make good neighbors for everyone. It has always been our goal to ensure the safety of our community, which of course led to controversy over the behavior testing methods we used and how they are interpreted. It is important to point out the limit of our authority as a volunteer group: We have never possessed, or ever wanted, the final say-so on the euthanasia of an animal. That decision lies solely with the Evanston Chief Animal Warden, as it always has.

It is important to point out that we have always been respectful and open to ideas regarding operating procedures at the Evanston animal shelter. We even implemented a number of changes in response, and were open to constructive dialogue on others ways we could better align with changing opinions on the operation of the shelter.

Sadly, meetings that were advertised as working sessions were transformed into public witch hunts, full of grandstanding and finger pointing. As a group that came in to have a meaningful and open conversation, we were dismayed time and again by the treatment we received at the hands of the Human Services Committee – in particular, its subcommittee.
Perhaps most disappointing was the “draft” document we recently received from the City. Based on the committee meeting, we thought we would receive a “vision” document that would outline new goals for the shelter and discuss how daily operations and communication might be improved. Instead, we were given an operational outline that required the VAO to be responsible for all for capital costs, financing general operations and maintaining the building, with little say in the functions of the daily work of the shelter or the animals.

In sum, we have been extremely disappointed with the manner in which the City has dealt with our organization, during the past several years. The last time C.A.R.E. had the privilege of meeting privately with City representatives, we were asked to provide a description of what needed to be addressed on a going forward basis with respect to the animal shelter. Yet, the City provided no response to C.A.R.E. on its recommendations. At this same meeting, you and the Mayor recommended that these issues should not go to the City Council or the press, yet the City brought these issues to the attention of the press and put them on the Human Services Committee agenda without any discussion with us. We have tried to work with the city time and again. This instance is yet another in our ongoing frustration with this long and needlessly rancorous process. We have submitted proposals for improvements in our working relationship, only to receive no response. We have agreed to have private, working sessions with the City Council, only to have the City go to the press without any input from us. Our volunteers have tried tirelessly to reach out to city aldermen for help, but were told that their hands were tied.

After months of having our commitment, compassion and experience questioned, it seemed fruitless to comment on a draft proposal that fell far short of addressing important and overarching issues related to the City’s animal shelter. Accordingly, C.A.R.E. is open to forging a new, and different, relationship with the City as we continue to grow as an independent, all-volunteer local rescue group that serves Evanston and the surrounding communities. If the City decides that it wishes to have another organization provide volunteers for its shelter, then C.A.R.E. will respect that decision.

Sincerely,
Community Animal Rescue Effort Board of Directors
ANIMAL CONTROL POLICY

SECTION 1: OVERVIEW

The purpose of this Policy is to guide operations and management of the animal control facility at 2310 Oakton Street Evanston, Illinois (the “Shelter”). The Policy establishes a baseline on certain issues in order to provide consistency and predictability at the Shelter and formally set expectations between the City and a designated volunteer animal organization (“VAO”). If there are any contradictions between this Policy and the Police SOP, this Policy shall dictate and control against the Police SOP or any other unnamed existing policies. The categories addressed in this Policy should not be considered exhaustive, if the Policy is silent on an issue, the Police SOP shall prevail. Lastly, the Policy unequivocally sets forth that the Chief Animal Warden shall make final disposition decisions for animals under the Shelter’s care.

SECTION 2: BEHAVIOR EVALUATION, TRAINING AND OVERSIGHT

A. Party Vested with Decision Making Authority for Animals at the Shelter: The Chief Animal Warden is responsible for all decisions regarding disposition decisions for dogs under the Shelter’s supervision. To that end, the Chief Animal Warden is the final authority on determinations of adoption, foster care, rescue or euthanasia for a subject animal. For dogs, disposition decisions will be based on the SAFER evaluation, written documentation about the dog’s behavior in the kennel, and observations by Shelter staff and volunteers. If the Chief Animal Warden believes adoption by the VAO is the best option for the animal and VAO agrees with the decision, then the VAO may put the dog up for adoption. If the recommendation is euthanasia by the VAO and/or the Chief Animal Warden, the decision may be appealed to the City Manager or the Circuit Court of Cook County.

B. Evaluation Testing:
The SAFER Test, or a similar test chosen by the Board of Animal Control (the “Board”), must be administered by a certified assessor with a trained observer. The VAO shall not perform behavior evaluations on dogs at the Shelter; the City shall be responsible for administering the SAFER test and establishing criteria for performance of the evaluation. The VAO shall pay any and all fees associated with evaluations or training performed by professional consultants.

C. Evaluation Training:
The City will contract with the American Society of Prevention of Cruelty to Animals (ASPCA) to conduct training at the Shelter facility for individuals that participate in behavior evaluations. Mandatory participants in the training will include: Chief Animal Warden, Deputy Animal Warden and any volunteers that assist with rescues. Only individuals that participate and receive SAFER training certification from the aforementioned training are able to conduct behavior evaluations. The City will provide training for both current and future volunteers. The City will ensure that ASPCA conducts regular on-site visits to the Shelter to evaluate the testing methods and provide feedback if participants need improvement.
D. **Evaluation Logistics:**
The City will coordinate with ASPCA on viable evaluation testing room sites. One potential site to be evaluated by the City and ASPCA is the temporary usage of the City’s recycling center given it is currently used as a storage facility and could accommodate a space for testing. The selected VAO shall agree to pay for any building alterations to the Shelter, purchase of a shed, or other Shelter facility concerns raised by ASPCA. All assessments shall be videotaped and records will be maintained for a period of 90 days. The written documentation and recordings will be readily available to all individuals from the City, VAO or the volunteer pool that need access to the evaluation results.

E. **Evaluation Results:**
The SAFER score will try to avoid designations of “pass” or “fail”, rather will inform the Chief Animal Warden of potential options for the respective dog under review, but it will not be sole source of information for a determination regarding adoption, future behavior training needed prior to adoption, foster home, release to a rescue partner or euthanasia. The Chief Animal Warden will use the feedback from the evaluation assessor and volunteer observations of the subject dog prior to making a disposition decision.

F. **Kennel Enrichment:** The City and the VAO will increase its efforts to provide enrichment programs for all animals.
   1. Cat and Kitten Enrichment: While kenneled, in Isolation, or Quarantine, cats and kittens have limited handling contact, although they also have some interaction with people as staff and patrons walk through the area-- usually responding to the animals by talking to them.

   Cats and kittens that are in isolation or quarantined due to suspected illness will have limited handling contact to avoid the spread of disease. Hands will be washed between each cat and kitten to also ensure and avoid the spread of disease. Trained volunteers will handle these cats and kittens to ensure they stay socialized and ready for adoption when they are deemed able to leave isolation.

   Cats and kittens that are deemed healthy and adoptable will be handled by trained volunteers to ensure they stay socialized and adoptable. The public interested in adopting these cats and kittens will be able to handle these cats and kittens, with a trained volunteer, in a room which has been sanitized to limit the potential for the spread of illness.

   Cats that are determined to be feral will be transferred to an approved rescue when possible. Feral kittens will be worked with and socialized by trained volunteers. Trained volunteers can attempt socialization with these cats if it is approved by the Animal Warden.
All cats will be spayed/neutered and vaccinated. Kittens will be vaccinated and then spayed/neutered upon the vets recommendation.

2. Canine Enrichment: Enrichment helps dogs and puppies maintain their mental, physical, and emotional health so that they remain good adoption candidates and don’t become behaviorally at risk. All canines at the Shelter shall receive enrichment of some variety, provided that time and resources are available. The type of enrichment provided will vary based on the dog’s SAFER evaluation and other observations as outlined above. Procedures will be developed to outline the potential kennel enrichment methods to be utilized.

G. Removal from Shelter: Any and all animals at the Shelter are the property of the City of Evanston and not property of the VAO until release. Animals are not to be removed from the Shelter or housed off-site without the written permission of the Chief Animal Warden or his or her designee. Any removal or housing off-site will become part of the animal’s permanent record.

SECTION 3: VACCINATIONS AND SPAY/NEUTER

A. Vaccinations: This Policy requires vaccination of all dogs and cats within 72 hours of admission to the Shelter, or as soon as practicable, unless there is clear evidence that the animal’s owner plans to return for the animal, or that the animal has already received the required vaccinations. The Chief Animal Warden shall determine the proper party to administer the vaccination, either a licensed veterinarian or volunteer medical director. The veterinarian administering the vaccine shall give the Shelter a rabies vaccination certificate to put in the animal’s file. If the veterinarian believes that the animal’s health would be adversely affected as a result of a vaccination, the veterinarian shall give the Chief Animal Warden a signed and dated statement indicating the opinion. The VAO is responsible for all costs and expenses relating to vaccinations of animals at the Shelter.

B. Spay/Neuter and other Medical Care: Vaccines must be completed prior to the spay/neuter surgery. Any animal that cannot have vaccines will be handled on a case by case basis by the shelter partners and other providers. All animals will be spayed and neutered unless the Chief Animal Warden waives the requirement (i.e. the animal is planned to be euthanized). All cost and expenses related to spay/neuter services will be paid with VAO funds.

SECTION 4: RESCUE PROCEDURES

A. Foster Homes and Rescue Group Outreach: In conformance with the goals outlined in Police SOP 1.15 Adoptions by Animal Welfare Organizations and Adoptions of Animals Other than Dogs and Cats, the City will continue to actively develop working partnerships with rescue organizations. To further this goal, the City will submit the appropriate paperwork to facilitate the process and partnership opportunities between the Shelter and other animal welfare organizations. The volunteers at the Shelter as of
the Effective Date focused on rescue efforts shall be referred to as the “Rescue Team”. Shelter space shall be provided to accommodate efforts of the Rescue Team.

B. *Rescue Decision for Dogs:* The Chief Animal Warden will evaluate all of the information that is available regarding the animal's behavior, health and its environment prior to making a decision. If the Chief Animal Warden elects that rescue is in the best interests of the dog, the Rescue Team shall immediately begin to contact rescue organizations who are designated partners with the Shelter. The rescue organizations will work with the City to place the dog as soon as possible. At the discretion of the Chief Animal Warden, she or he may elect to place the subject dog with a foster home that has an existing partnership with the City. In the discretion of the Animal Warden, she or he may elect to place a dog in a foster home or adoption.

C. *Placement Efforts Post-Rescue:* All efforts related to the rescue of a dog should be devoted to removing the dog from the existing environment and placing the dog with a new home within 30 days of rescue. The City and the VAO will coordinate to develop a proposal to facilitate the 30-day target date to be presented to the Board for review and approval. VAO must be an advocate for each dog at the Shelter and must work with the City on efforts of placement, such as posting pictures of dogs on social media and web sites, participating in offsite adoption events, and identifying a pool of qualified foster homes.

SECTION 5: FERAL CATS

A. *No City Regulation of Feral Cats:* To date, the City has no regulations addressing feral cats and in the absence of such regulation, existing Cook County regulations control. Enacted in 2007, Cook County's Ordinance 07-O-72 "Managed Care of Feral Cats" (the "Feral Cat Ordinance") designates animal welfare organizations and people vetted by those organizations as "colony caretakers". The animal welfare organizations conduct trapping, along with neutering/spaying cats and then returning the cats to the location that they were found, under the Feral Cat Ordinance.

B. *Interface with County Ordinance:* The aforementioned Feral Cat Ordinance provides that an animal control officer from either the County or the City may investigate violations of the Feral Cat Ordinance. City animal control officers are to investigate nuisance complaints of feral cats. The Feral Cat Ordinance aims to keep the existing cats alive while preventing future generations of felines and in furtherance of that objective the Shelter shall follow said Ordinance and assist as needed. The City and the VAO shall develop a trap/neuter/return program for Evanston’s feral cats with an approved Colony Caretaker.

SECTION 6: RECORD KEEPING AND PUBLIC RELATIONS

A. *Freedom of Information Act:* Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure
within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the VAO’s control, VAO shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and VAO shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records or part thereof, are applicable. VAO shall indemnify and defend the City from and against all claims arising from Freedom of Information Act requests. VAO shall also cooperate with the City to produce any documents in compliance with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City.

B. Access to Records: The VAO agrees to permit City access to any and all records, including communications, on animals under their control. The Chief Animal Warden and Rescue Team volunteers will maintain computerized records of all activity relative to the animals going forward, using specialized software to be chosen by the City and purchased with VAO funds such as PetPoint. Each animal will have a complete file which will contain details regarding the animal and Shelter efforts to date. These records will be the property of the City of Evanston and kept by the Chief Animal Warden on site.

C. Communication:
   1. Volunteers and animal control officers will complete customer service training. Course content will be devoted to greeting the customer (either by phone or in person), questioning to understand the customer’s need or problem, listening, confirming understanding, responding with value, using positive language, and the importance of body language and tone of voice. Volunteers and employees who are properly trained and who demonstrate professional customer service skills can improve customer satisfaction and customer loyalty.
   2. Hours for Adoption will be expanded to Monday through Friday from 12 p.m. – 8 p.m.; Saturday 12 p.m. – 6 p.m. and Sunday 12 p.m. – 6 p.m. in order to better serve the animals at the Shelter by increasing opportunities to visit the Shelter and potential adoptions. Additional hours to be approved by the Board and also approval by the City Council, if budget implications.
   3. Any group e-mail communication among VAO volunteers must be made available to all volunteers at the Shelter to ensure consistency in operations (i.e. the Yahoo Group must provide access for all volunteers).

SECTION 7. DONATIONS

The City and VAO will establish procedures to clearly identify how community members may financially support the City and/or VAO operations of the animal shelter. Any food or materials donated at the animal shelter shall be used in the animal shelter operation or be donated to individuals or groups in Evanston.
AN ORDINANCE
Establishing the Board of Animal Control

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

SECTION 1: BOARD ESTABLISHMENT & COMPOSITION:
The Mayor, with the approval of the City Council, shall appoint seven (7) persons who shall constitute and be known as the Board of Animal Control. The Board members shall include 2 City Council members; 1 member of the Volunteer Animal Organization (“VAO”); and 4 members at large that are residents of the City of Evanston. The Chief Animal Warden shall serve as a staff liaison to the Board.

SECTION 2: ORGANIZATION:
The Board shall annually, on the first meeting of the year, elect a Chair and Vice Chair. Each Board member shall serve a three (3) year term until his or her successor is appointed and qualified. At the discretion of the Mayor, each Board member may be reappointed for one (1) additional term.

The Board shall select from its membership a Chair and Vice Chair on an annual basis. Such selection shall occur at the first meeting of the calendar year. Persons so selected shall serve for terms of one (1) year and may be reelected. The Board shall adopt rules for the conduct of its meetings and keep written minutes. All Board meetings shall be held in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 et seq., as amended) and all records kept in accordance with the Illinois Freedom of Information Act (5 ILCS 140/1 et seq., as amended). The Board shall meet four (4) times per year on a quarterly basis and at the call of the Chair.

Four (4) members shall constitute a quorum. No meetings shall be conducted and no actions shall be taken without a quorum present. The members of the Board shall serve without compensation.

SECTION 3: POWERS AND DUTIES:
In carrying out its responsibilities and in meeting the purposes of the Board, the Board shall set priorities related to issues regarding animal control and the City animal shelter in the City of Evanston.

The Board shall have the following specific powers and duties:
A. The Board shall review, provide feedback and suggested revisions and approve the City’s Animal Control Policy (the “Policy”) and any amendments thereto.

B. Fundraising efforts for the Animal Shelter Fund will be organized and coordinated by the Board.

C. The Board shall discuss the implementation of the Policy and review monthly reports provided by the VAO and the Chief Animal Warden.

The monthly report shall address issues such as a total number of dogs and cats received by the shelter, time period of evaluation completion, vaccination date, spay/neuter date, and disposition (adoption, foster home, transfer to rescue, euthanasia). The report should also update efforts on existing dogs, to include total length of time at the shelter and efforts towards a final disposition. Lastly, the report shall include any procedural concerns, facility issues, kennel enrichment efforts, and volunteer training.

Members shall review issues that arise out of the implementation of the Policy and suggest options to fix the subject issue or concern raised to the Chief Animal Warden.

D. The Board may explore and conduct public relations efforts in coordination with the Chief Animal Warden.

E. The Board will provide input and recommendations to the City regarding issues animal control. The Board will work to determine the appropriate VAO to work with the City at the shelter.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.
SECTION 7: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: April 8, 2014

Adopted: April 28, 2014

Approved: ___________________________, 2014

Elizabeth B. Tisdahl, Mayor

Attest: 

Approved as to form:

Rodney Greene, City Clerk

W. Grant Farrar, Corporation Counsel
The City of Evanston shall require any partner volunteer animal organization (VAO) to acknowledge and agree to the following conditions:

- VAO will release complete copies of its audited financial statements, auditor notes and tax returns annually to allow the City to review Shelter operational expenses and costs incurred by the VAO.
- Release information on mission, purpose and experience of VAO.
- Disclosure of certain board member information: board member names, connection to the Evanston community, and length of service on the board.
- Disclose criteria for election to the VAO Board and term limits.
- Names of full-time or part-time staff, if any.
- Sharing communications among all volunteers
Memorandum

To: Honorable Elizabeth B. Tisdahl and Members of the Human Services Committee
   City Manager Wally Bobkiewicz

From: W. Grant Farrar, Corporation Counsel

Subject: City status regarding private citizen donations to CARE

Date: April 2, 2014

I write to follow up regarding a request for a legal opinion made at Monday’s Human Services meeting regarding private citizen donations to CARE. I opine that the City has no legal standing to demand CARE return or refund monetary donations made by non-city affiliated private individuals. In framing a complete response, two issues are considered.

1. Does the City of Evanston have legal standing to demand via injunctive relief recovery/return of donated funds under applicable Internal Revenue Service (“IRS”) statutes or regulations.

   A: No. It is undisputed that private individuals donated funds to CARE. There is no Council approved memorandum of understanding or contract between the City and CARE approving, authorizing or enacting a defined program of individual giving relative to CARE or the City’s animal shelter. Nothing exists confirming a joint City-CARE “Capital Campaign” to fund improvements. CARE is a 501(c)(3) public charitable organization registered with the IRS. At no time did the City assist or participate in registering or maintaining the 501(c)(3) status. The City is not affiliated with, or a component part of, CARE’s annual Form 990 Return of Organization Exempt From Income Tax filed with the IRS. CARE is solely responsible for any representations it made relative to sourcing, soliciting and collecting donations made by individuals. CARE is solely responsible for filing the annual Form 990’s.

   Pursuant to IRS Publications 557 and 4221, CARE is required to make its books available to public inspection, which would mandate a donor’s ability to inspect all required information concerning its charitable status. Should CARE refuse to do so, it may be subject to IRS penalties. Thus, any individual who donated to CARE is permitted under IRS regulations to seek information. If a donor is dissatisfied with either the scope of information disclosure or the use of donated moneys, it may be able to seek assistance from the IRS. Any other course of
action available to a private individual constitutes legal advice, which the Law Department is ethically prohibited from offering to any individual donor or resident.

No City Council members sit on CARE’s Board of Directors. Nothing in CARE’s bylaws governing that organization’s practices or procedures confers standing upon the City to dictate the use of funds collected by CARE, or to demand, sue or recover donations made by individuals.

Any court would look to the applicable IRS regulations or bylaws to first determine the matter of the City’s standing. Since no standing is formally conferred, there is no set of documents or understandings which could otherwise confer “implied authority” upon the City sufficient to constitute legal standing to sue CARE.

2. Can the City demand and recover a portion of funds donated to CARE pursuant to the terms of the purported 2007 lease?

A: No. The terms of the “lease” are void. During 2007-2010, there was a great deal of interaction between the City, CARE, and other entities concerning renovation of the Animal Shelter. Summarizing the course of that interaction exceeds the scope of this memorandum. However, for many reasons, no renovation of the shelter occurred. Thus, the lease is of no legal force and effect due to the failure of a condition precedent. There is nothing in the four corners of a null and void lease which confers legal standing upon the City to demand, sue, or recover individually made donations.

In conclusion, there is no written agreement which confers legal authority under State or Federal law for the City to demand, sue, or recover private charitable donations. There is no implied authority that exists that could support the City filing for injunctive relief against CARE.

This is a non-privileged memorandum and may be freely distributed.
Memorandum

To: Members of the Human Services Committee

From: Wally Bobkiewicz, City Manager

Subject: 26-O-14 Human Rights Ordinance

Date: April 2, 2014

Recommended Action:
Staff recommends the approval of Ordinance 26-O-14 adding Chapter 20 to Title 1 of the Evanston City Code providing a Human Rights Ordinance, and Amending and Revising City Code Title 1, Chapter 12 “Fair Employment Practices” and Title 5, Chapter 5 “Fair Housing”.

The City of Evanston welcomes diversity and believes that all individuals should be treated fairly, and with respect and dignity. On July 28, 1997 the Evanston City Council voted unanimously to pass Ordinance 61-O-97, amending various sections of the Evanston City Code prohibiting discrimination on the basis of sexual orientation. Sexual Orientation includes persons whose “self-image or identity [is] not traditionally associated with one's biological maleness or femaleness.” This ordinance made the City of Evanston the first city in Illinois to include transgendered individuals in its nondiscrimination policy. While the City was progressive at the time of the ordinance, there was no language in the City Code regarding human rights.

Ordinance 26-O-14 creates a Human Rights Chapter in the Evanston City Code and amends and revises the City’s Fair Employment Practices and Fair Housing chapters to reflect additional changes. These changes expand protections to individuals in the areas of housing, public accommodation and employment; the ordinance also adds gender identity, source of income and physical or mental disabilities to Evanston’s list of protected classes. Ordinance 26-O-14 also provides victims of discrimination with the ability to file a complaint within (90) days of the alleged violation with the Office of the City Memorandum.
Manager. Chapter 20 does not prohibit an employer from selecting individuals based on bona fide occupation qualifications, or does not apply to sex discrimination in any of the following:

A. Distinctly private facilities
B. Sleeping rooms
C. Educational institutions
D. Determination of sex or gender

Title 1 Chapter 12 “Fair Employment Practices”
The proposed changes to “Fair Employment Practices” expand the protections to City employees, prospective employees; vendors to the City or for any contractor or subcontractor for the City by including gender identity and source of income.

Title 5 Chapter 5 “Fair Housing Ordinance of the City of Evanston”
The proposed changes would expand “Fair Housing Ordinance” protections by including gender identity and sources of income.

Attachments:
Ordinance 26-0-14
26-O-14

AN ORDINANCE

Adding Chapter 20 to Title 1 of the Evanston City Code Providing a Human Rights Ordinance, and Amending and Revising City Code Title 1, Chapter 12 “Fair Employment Practices” and Title 5, Chapter 5 “Fair Housing”

WHEREAS, the City Evanston welcomes diversity and believes that all individuals in the City of Evanston should be treated fairly, and with respect and dignity; and

WHEREAS, the City of Evanston wishes to discourage discrimination against individuals on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income or physical or mental disabilities; and

WHEREAS, the City of Evanston strongly supports the treatment of all individuals with respect and dignity, regardless of an individual’s race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income or physical or mental disabilities, including but not limited to the areas of housing, public accommodation and employment; and

WHEREAS, Article VII, Section (6)a of the Illinois Constitution of 1970, which states that the “powers and functions of home rule units shall be construed liberally,”
was written “with the intention that home rule units be given the broadest powers possible” (Scadron v. City of Des Plaines, 153 Ill.2d 164); and

WHEREAS, pursuant to 65 ILCS 5/1-2-1, the City may make all rules and regulations to carry into effect the powers granted to the City, such broad and general grant of authority complementing the City’s home rule powers; and

WHEREAS, at meetings held in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.), the City Council considered this Ordinance, heard public comment, made findings; and

WHEREAS, it is well-settled law in Illinois that the legislative judgment of the City Council must be considered presumptively valid (see Glenview State Bank v. Village of Deerfield, 213 Ill.App.3d 747) and is not subject to courtroom fact-finding (see National Paint & Coating Ass’n v. City of Chicago, 45 F.3d 1124); and

WHEREAS, this addition of the Human Rights Ordinance along with these revisions to the Fair Employment Practices and Fair Housing Chapter of the Evanston City Code of 2012 are intended to discourage discrimination based upon an individual’s race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income or physical or mental disabilities, including but not limited to the areas of housing, public accommodation and employment;

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

SECTION 1: The foregoing recitals are found as fact and incorporated herein by reference.
SECTION 2: Title 1 of the Evanston City Code of 2012, is hereby amended to add Chapter 20 as follows:

CHAPTER 20 – HUMAN RIGHTS ORDINANCE

1-20-1. Short title.

This Chapter shall be known and may be cited as the HUMAN RIGHTS ORDINANCE OF THE CITY OF EVANSTON, ILLINOIS, pursuant to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

1-20-2. Definitions.

For the purposes of this Chapter, the following terms shall have the following meanings:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>AGE</td>
<td>Chronological age of not less than 40 years.</td>
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<td>CREDIT TRANSACTION</td>
<td>The grant, denial, extension or termination of credit to an individual.</td>
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<tr>
<td>DISABILITY</td>
<td>With respect to a person:</td>
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<td></td>
<td>(A) A physical or mental impairment which substantially limits one or more of such person's major life activities;</td>
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<td>(B) A record of having such an impairment;</td>
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<td>(C) Being regarded as having such an impairment, but such term does not include current, illegal use of or addition to a controlled substance (as defined in section 102 of the Controlled Substances Act 21 U.S.C. 802).</td>
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<tr>
<td>EMPLOYEE</td>
<td>An individual who is engaged to work in the City of Evanston for or under the direction and control of another for monetary or other valuable consideration.</td>
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<td>EMPLOYMENT AGENCY</td>
<td>A person that undertakes to procure employees or opportunities to work for potential employees, either through interviews, referrals, advertising or any combination thereof.</td>
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<tr>
<td>GENDER IDENTITY</td>
<td>A person’s actual or perceived gender, including a person’s gender identity, self-image, appearance, expression, or</td>
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behavior, whether or not that gender identity, self-image, appearance, expression, or behavior is different from that traditionally associated with the person’s sex at birth as being either female or male.

<table>
<thead>
<tr>
<th>MARITAL STATUS</th>
<th>The legal status of being single, married, divorced, separated or widowed.</th>
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<tr>
<td>FAMILIAL STATUS</td>
<td>Refers to whether a household includes one or more individuals (who have not attained the age of 18 years) domiciled with:</td>
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<td>(A) A parent or another person having legal custody of such individual or individuals; or</td>
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<td></td>
<td>B) The designee of such parent or other person having such custody, with the written permission of such parent or other person.</td>
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<td>The protection afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen (18) years.</td>
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<tr>
<td>PUBLIC ACCOMODATION</td>
<td>A place, business establishment or agency that sells, leases, provides or offers any product, facility or service to the general public, regardless of ownership or operation</td>
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<td></td>
<td>(i) by a public body or agency;</td>
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<td>(ii) for or without regard to profit; or</td>
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<td>(iii) for a fee or not for a fee.</td>
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<td>The term “public accommodation” also means an institution, club, association or other place of accommodation in the City of Evanston, which has more than 400 members, and provides regular meal service and regularly receives payment for dues, fees, accommodations, facilities or services from or on behalf of nonmembers for the furtherance of trade or business.</td>
</tr>
<tr>
<td>SEXUAL ORIENTATION</td>
<td>Having or perceived as having emotional, physical, or sexual attachment to another without regard to the sex of that person or having or being perceived as having an</td>
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orientation for such an attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.

| SOURCE OF INCOME      | The lawful manner by which an individual supports himself or herself and his or her dependents. |

1-20-3. CONSTRUCTION.

This Chapter shall be construed according to the fair import of its terms and shall be liberally construed to further the purposes and policy stated in Section 2 of this chapter and the special purpose of the particular provision involved.

1-20-4. SEVERABILITY.

If any provision of this Chapter or the application thereof to any person or circumstances is held invalid, the remainder of this Chapter and the application of the provision to other persons not similarly situated or to other circumstances shall not be affected thereby.

1-20-5. EMPLOYMENT DISCRIMINATION.

(A) No person shall directly or indirectly discriminate against any individual in hiring, classification, grading, discharge, discipline, compensation or other term or condition of employment because of the individual's race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status, or national origin.

(B) No employment agency shall directly or indirectly discriminate against any individual in classification, processing, referral or recommendation for employment because of the individual's race, color, religion, sex, age, sexual
orientation, gender identity, marital status, disability, source of income, familial status, or national origin.

The prohibitions contained in this paragraph shall not apply to hiring or selecting between individuals for bona fide occupational qualifications.

1-20-6. SEXUAL HARASSMENT.

No employer, employee, agent of an employer, employment agency or labor organization shall engage in sexual harassment. An employer shall be liable for sexual harassment by nonemployees or nonmanagerial and nonsupervisory employees only if the employer becomes aware of the conduct and fails to take reasonable corrective measures.

1-20-7. PUBLIC ACCOMODATIONS.

No person that owns, leases, rents, operates, manages, or in any manner controls a public accommodation in the City of Evanston shall withhold, deny, curtail, limit, or discriminate concerning the full use of such public accommodation by any individual on the basis of unlawful discrimination.

Exceptions:

The prohibition contained in this section shall not apply to sex discrimination in any of the following:

(A) Distinctly private facility. Any facility that is distinctly private in nature, such as rest rooms, shower rooms, bath houses, dressing rooms, or health clubs.

(B) Sleeping rooms. Any facility that restricts rental of residential or sleeping rooms to individuals of one sex.
(C) Educational institutions. Any educational institution that restricts enrollment of students to individuals of one sex.

(D) Determination of sex or gender. For the purposes of the exceptions set forth in Section 1-20-7 (A) through (C), the determination of an individual's sex or gender shall be based upon the sex or gender of that individual as reflected on any official identification of that individual recognized by the State of Illinois, including a driver's license or state identification card.

1-20-8. RELIGIOUS ACCOMMODATIONS.

No employer shall refuse to make all reasonable efforts to accommodate the religious beliefs, observances and practices of employees or prospective employees unless the employer demonstrates that he is unable to reasonably accommodate an employee's or prospective employee's religious observance or practice without undue hardship on the conduct of the employer's business.

Reasonable efforts to accommodate include, but are not limited to allowing an employee:

(A) to take a day of paid leave or vacation, where applicable under the employee's employment agreement; or

(B) to be excused from work without pay and without discipline or other penalty; or

(C) to elect to take the day off with pay in order to practice the employee's religious beliefs, and to make up the lost work time at a time and date consistent with the operational need of the employer's business.

Any employee who elects such deferred work shall be compensated at his or her regular rate of pay, regardless of the time and date at which the work is made up. The
employer may require that any employee who plans to exercise option (A) of this subsection provide the employer with notice of the employee's intention to do so, no less than five days prior to the date of absence.

1-20-9. ENFORCEMENT.

(A) A case alleging a violation or violations of this Chapter by an individual shall be commenced by the filing of a written complaint within ninety (90) days of the alleged violation with the Office of the City Manager. The complaint shall contain a short and clear statement describing the alleged violation, the name and address of the person violating this Chapter and shall be signed by the aggrieved individual or by any person authorized by such individual to file the complaint. The City Manager or his/her designee shall promptly have the matter investigated and:

1. If he/she believes the complaint has merit, he/she shall direct that the violation be remedied;

2. If he/she believes the complaint has no merit, he/she shall so advise the complaining party in writing.

SECTION 3: Title 1, Chapter 12 of the Evanston City Code of 2012, as amended, is hereby further amended and revised to read as follows:

1-12-1. SHORT TITLE.

This Chapter shall be known and may be cited as the FAIR EMPLOYMENT PRACTICES ORDINANCE OF THE CITY OF EVANSTON, ILLINOIS, pursuant to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

1-12-2. PURPOSE AND DECLARATION OF POLICY.
It is hereby declared to be the purpose of this Chapter and the policy of the City in the exercise of its police and regulatory powers for the protection of the public safety, for the health, morals, safety and welfare of the persons in and residing in the City and for maintenance and promotion of commerce, industry and good government in the City, to secure to all persons working or desiring to work for the City or for any vendor to the City or for any contractor or subcontractor of the City, an equal opportunity to secure employment or to enjoy the benefits of employment without discrimination based on race, color, religion, national origin, sex, sexual orientation (as defined in Section 5-5-6 1-12-3 of this Code), gender identity (as defined in Section 1-12-3 of this Code), marital status, age, source of income (as defined in Section 1-12-3 of this Code), or physical or mental disabilities that do not impair the ability to work.

This Chapter applies to discriminatory employment practices by the City or by any vendor to the City or by any contractor or subcontractor of the City, and shall be construed according to the fair import of its terms and shall be liberally construed to further the purposes and policy stated in this Section and the special purpose of the particular provision involved.

1-12-3. DEFINITIONS.

For the purpose of this Chapter:

<table>
<thead>
<tr>
<th>AGE.</th>
<th>Limited to any individual who is at least forty (40) years of age but less than sixty five (65) years of age.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY MANAGER.</td>
<td>The City Manager of Evanston, or his/her designee or agent.</td>
</tr>
<tr>
<td>CONTRACT.</td>
<td>Any contract, purchase order, lease or other agreement or understanding, written or otherwise, between the City or any agent thereof and any other person, for the procurement of any thing or service of value, such as, for example, any real or</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>personal property, equipment, merchandise, goods, materials, labor or services for or by the City; and further, means any loan or grant by the City from which such a contract, purchase order, lease or other agreement or understanding may be financed in whole or in part.</td>
<td>CONTRACTOR. Any person seeking or procuring a written contract with the City or with any of its agencies involving the sale of service, materials or equipment to the City or to any of its agencies.</td>
</tr>
<tr>
<td>DISCRIMINATION. Any difference or distinction in treatment to the prejudice of any individual with respect to hiring, selection, apprenticeship, training tenure, compensation, promotion, termination or any other term, condition or privilege of employment because of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, nature of SPN classification number appearing on a military discharge or physical or mental disabilities that do not impair ability to work (except in the case of sex or age on the basis of a bona fide occupational qualification and except for limitations imposed by the City retirement system or by any statutory requirement imposing age limitations), or because of any charge, complaint, action, grievance or appeal brought under the provisions of this Chapter.</td>
<td>DISCRIMINATION. Any difference or distinction in treatment to the prejudice of any individual with respect to hiring, selection, apprenticeship, training tenure, compensation, promotion, termination or any other term, condition or privilege of employment because of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, nature of SPN classification number appearing on a military discharge or physical or mental disabilities that do not impair ability to work (except in the case of sex or age on the basis of a bona fide occupational qualification and except for limitations imposed by the City retirement system or by any statutory requirement imposing age limitations), or because of any charge, complaint, action, grievance or appeal brought under the provisions of this Chapter.</td>
</tr>
<tr>
<td>GENDER IDENTITY. A person's actual or perceived gender, including a person's gender identity, self-image, appearance, expression, or behavior, whether or not that gender identity, self-image, appearance, expression, or behavior is different from that traditionally associated with the person's sex at birth as being either female or male.</td>
<td>GENDER IDENTITY. A person's actual or perceived gender, including a person's gender identity, self-image, appearance, expression, or behavior, whether or not that gender identity, self-image, appearance, expression, or behavior is different from that traditionally associated with the person's sex at birth as being either female or male.</td>
</tr>
<tr>
<td>SEXUAL ORIENTATION. Having or perceived as having emotional, physical, or sexual attachment to another without regard to the sex of that person, or having or being perceived as having an orientation for such an attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. &quot;Sexual orientation&quot; does not include a physical or sexual attachment to children by an adult.</td>
<td>SEXUAL ORIENTATION. Having or perceived as having emotional, physical, or sexual attachment to another without regard to the sex of that person, or having or being perceived as having an orientation for such an attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. &quot;Sexual orientation&quot; does not include a physical or sexual attachment to children by an adult.</td>
</tr>
<tr>
<td>SUBCONTRACTOR. Any person who performs any service or supplies any material or equipment covered by a contractor's contract with the City.</td>
<td>SUBCONTRACTOR. Any person who performs any service or supplies any material or equipment covered by a contractor's contract with the City.</td>
</tr>
<tr>
<td>SOURCE OF INCOME. The lawful manner by which an individual supports himself or herself and his or her dependents.</td>
<td>SOURCE OF INCOME. The lawful manner by which an individual supports himself or herself and his or her dependents.</td>
</tr>
<tr>
<td>VENDOR. A person who sells any service, material or thing to the City.</td>
<td>VENDOR. A person who sells any service, material or thing to the City.</td>
</tr>
</tbody>
</table>

1-12-4. PROHIBITION OF DISCRIMINATION IN EMPLOYMENT.
There shall be no discrimination by any City department, agency or any official representative of the City against any applicant for employment or against any employee of the City.

1-12-5. PUBLIC CONTRACTS.
All contracts, contract specifications, purchase orders, leases or other agreements or understandings between the City or any agent of the City and any other individual, bidder, contractor, government, governmental entity or agency, political subdivision, municipal corporation, proprietorship, partnership, association, corporation, mutual company, joint-stock company, unincorporated organization, legal representative, trust, trustee, receiver, trustee in bankruptcy or any other legal or commercial entity, shall be subject to the Equal Employment and Affirmative Action provisions of the Illinois Human Rights Act, 775 ILCS 5/2-105(A) and shall be deemed to include as a part thereof, whether or not such contract is in writing and regardless of whether said clause is physically incorporated therein or is included therein by reference to this Chapter, the following equal employment opportunity clause:

EQUAL EMPLOYMENT OPPORTUNITY
In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity clause, the Illinois Human Rights Act or the Illinois Department of Human Rights' Rules and Regulations for Public Contracts, the contractor may be declared nonresponsible, and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
During the performance of this contract, the contractor agrees as follows:

(A) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(B) That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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

(D) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the
contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(E) That it will submit reports as required by the Illinois Department of Human Rights' Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations for Public Contracts.

(F) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency, the City Manager, the Commission and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations for Public Contracts.

(G) That it will include verbatim or by reference the provisions of Subsections (A) through (G) of this clause in every performance subcontract as defined in section 750.30 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of Subsections (A), (E), (F) and (G) in every supply subcontract as defined in section 750.30 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the
same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Illinois Human Rights Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

1-12-6. VENDORS.

Before consummating any sale to the City or any of its agencies, a vendor shall file, in the Office of the City Manager or his/her designee, a certificate signed by an officer or managing agent of the vendor, stating that the vendor will not discriminate against any employee or applicant for employment and that he/she has read this Chapter and will comply in all respects with the provisions of this Chapter and the laws of the State of Illinois. The form of the certificate shall be determined by the City Manager, and amended from time to time as he/she deems advisable, and shall require such information as he/she deems necessary.

1-12-7. UNFAIR EMPLOYMENT PRACTICES.

It is hereby declared to be an unfair employment practice:

(A) By any City department, agency or official representative to violate the terms of Section 1-12-4 of this Chapter.

(B) By any contractor or subcontractor to violate any of the fair employment provisions in Section 1-12-5 of this Chapter;
(C) By any vendor to violate the terms of his/her certificate set forth in Section 1-12-6 of this Chapter.

1-12-8. ENFORCEMENT PROCEDURES.

(A) A case alleging a violation or violations of this Chapter by a City department, agency or official representative shall be commenced by the filing of a written charge within ninety (90) days of the alleged violation with the City Manager. The charge shall contain a short and clear statement describing the alleged violation, the name and address of the person charged and shall be signed by the aggrieved individual or by any person authorized by such individual to file the charge. The City Manager shall promptly have the matter investigated and:

1. If he/she believes the charges have merit, he/she shall direct that the violation be remedied;

2. If he/she believes the charges have no merit, he/she shall so advise the charging party in writing. Within twenty (20) days after receipt of such a "no merit" finding from the City Manager, the charging party may file a written appeal with the Commission. The City Manager shall cooperate in this investigation and furnish his/her file of the charges, upon request, to the Commission staff.

(B) A case alleging a violation or violations of this Chapter by a contractor, subcontractor or vendor shall be commenced by the filing of a written charge within ninety (90) days of the alleged violation with the Commission. The charge shall contain a short and clear statement describing the alleged violation, the
name and address of the person charged, and shall be signed by the aggrieved
individual or by any person authorized by such individual to file the charge.

1-12-9. REMEDIES AND PENALTIES FOR VIOLATION.

(A) Private Remedies: Any person aggrieved by a violation of this Chapter who
has exhausted the remedy provided above in Section 1-12-8 hereof may apply to
any court of competent jurisdiction for appropriate relief including:

1. An injunction, including an order compelling compliance with this
Chapter;
2. Compensatory damages, including expenses of litigation, and a
reasonable attorney’s fee;
3. Reinstatement of promotion of an employee or hiring an applicant for
employment;
4. Such other and further relief as may seem appropriate to the court for
the enforcement of this Chapter and the elimination of violations thereof.

These remedies shall be available notwithstanding the penalties provided
by this Chapter.

(B) Public Remedies: In cases of violation of this Chapter by a contractor,
subcontractor or vendor, upon direction of the City Council:

1. The City Manager shall rescind any outstanding contract or purchase
orders with the violator;
2. The City Manager shall refuse to deal with the violator for the period of
time specified by the City Council.
3. The Corporation Counsel of the City shall apply to any court of competent jurisdiction for appropriate relief including:

   a. A declaratory judgment to confirm rescission of a contract or purchase order with the violator;
   b. A declaratory judgment to confirm a refusal to deal with the violator;
   c. An injunction, including an order compelling compliance with this Chapter;
   d. Compensatory damages, including expenses of litigation, and a reasonable attorney’s fee;
   e. Reinstatement or promotion of an employee or hiring an applicant for employment;
   f. Such other and further relief as may seem appropriate to the court for the enforcement of this Chapter and the elimination of violations thereof.

These remedies shall be available notwithstanding the penalties provided by this Chapter.

SECTION 4: Title 5, Chapter 5 of the Evanston City Code of 2012, as amended, is hereby further amended and revised to read as follows:

5-5-1. SHORT TITLE.

This Chapter shall be known and may be cited as the FAIR HOUSING ORDINANCE OF THE CITY OF EVANSTON.

5-5-2. PURPOSE AND DECLARATION OF POLICY.
It is hereby declared to be the policy of the City and the purpose of this Chapter, in the exercise of its police and regulatory powers for the protection of the public safety for the health, morals, safety and welfare of the persons in and residing in the City, and for the maintenance and promotion of commerce, industry, and good government in the City, and to promote and protect fair housing opportunities throughout the City and to acknowledge the value of diversity within our community, to secure to all persons living and/or working, or desiring to live and/or work in the City of Evanston, an equal opportunity to view, purchase, lease, rent or occupy real estate without discrimination based on race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status, or national origin of any individual.

5-5-3. CONSTRUCTION.

This Chapter shall be construed according to the fair import of its terms and shall be liberally construed to further the purposes and policy stated in Section 2 of this chapter and the special purpose of the particular provision involved.

5-5-4. SEVERABILITY.

If any provision of this Chapter or the application thereof to any person or circumstances is held invalid, the remainder of this Chapter and the application of the provision to other persons not similarly situated or to other circumstances shall not be affected thereby.

5-5-5. DEFINITIONS.

For the purpose of this Chapter:

<table>
<thead>
<tr>
<th>AGE CLASSIFICATION.</th>
<th>Includes any person eighteen (18) years of age or older, or an emancipated mature minor as determined under 750 Illinois Compiled Statutes 30/1 et seq., &quot;The Emancipation of Mature Minors Act.&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHILD.</td>
<td>Any person under the age of eighteen (18) who is a member of a family as that term is defined in Section 6-18-3 of this Code.</td>
</tr>
</tbody>
</table>
### COVERED MULTIFAMILY DWELLING.

For the purposes of this Chapter, the term "covered multi-family dwelling" applies only to newly constructed dwellings as defined in Subsection 6(V)2(c), and shall consist of:

- (A) Any dwelling containing four (4) or more living units if such building has an elevator, and
- (B) Ground floor units of other buildings consisting of four (4) or more units that do not contain an elevator.

### DISABILITY.

With respect to a person:

- (A) A physical or mental impairment which substantially limits one or more of such person's major life activities;
- (B) A record of having such an impairment; or
- (C) Being regarded as having such an impairment, but such term does not include current, illegal use of or addition to a controlled substance (as defined in section 102 of the Controlled Substances Act 21 U.S.C. 802).

### DISCRIMINATION.

To make distinction in treatment of any person because of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of an individual.

### DWELLING UNIT.

A room or group of rooms designed for occupancy by one family with eating, sleeping and living facilities or lodging rooms as defined in the Evanston Zoning Ordinance, Title 6 of this Code. Dwelling unit shall include any vacant land which is offered for sale or lease, for the construction or location thereon of any structure or building for occupancy as a residence for one or more persons.

The term "existing dwelling unit" as used in Subsection 6(V)2(a) of the Evanston Fair Housing Ordinance shall include the interior or exterior spaces, parts, components or elements of a building, including individual dwelling units and the public and common use areas of the building.

### FAMILIAL STATUS.

Refers to whether a household includes one or more individuals (who have not attained the age of 18 years) domiciled with:

- (A) A parent or another person having legal custody of such individual or individuals; or
- (B) The designee of such parent or other person having such custody, with the written permission of such parent or other person.

The protection afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen (18) years.
<table>
<thead>
<tr>
<th>LEASE or LEASING.</th>
<th>Includes and means rent, renting, assignment, sublease and subletting.</th>
</tr>
</thead>
<tbody>
<tr>
<td>LENDING INSTITUTION.</td>
<td>Any bank, insurance company, savings and loan association, other person in the business of lending money or guaranteeing loans, any person in the business of obtaining, arranging, or negotiating loans or guarantees as agent or broker, and any person in the business of buying or selling loans or instruments for the payment of money which are secured by title to or a security interest in real estate.</td>
</tr>
<tr>
<td>MANAGER.</td>
<td>A person who as owner or agent of the owner or owners has the principal responsibility for the management of five (5) or more dwelling units for rent within the City and performs or employs others to perform the services associated with the letting and maintenance of said rental units.</td>
</tr>
<tr>
<td>OWNER.</td>
<td>Any person who holds legal or equitable title to, or owns any beneficial interest in, any real property or who holds legal or equitable title to shares of, or holds any beneficial interest in, any real estate cooperative which owns any real property or any person who is acting as the agent, manager or employee of the owner.</td>
</tr>
<tr>
<td>PERSON.</td>
<td>Includes one or more individuals, corporations, partnerships, associations, legal representatives, mutual companies, joint stock companies, labor organizations, unincorporated organizations, trusts, trustees, trustees in bankruptcy, receivers and fiduciaries.</td>
</tr>
<tr>
<td>PURCHASE.</td>
<td>Includes any contract to purchase.</td>
</tr>
<tr>
<td>REAL ESTATE BROKER.</td>
<td>Any person licensed as a real estate broker in accordance with the provisions of 225 ILCS 455/1, or required thereby to be so licensed.</td>
</tr>
<tr>
<td>REAL ESTATE TRANSACTION.</td>
<td>The purchase, sale, exchange or lease of any real property and an option to do any of the foregoing.</td>
</tr>
<tr>
<td>REAL PROPERTY.</td>
<td>Any real estate, improved or unimproved, within the City limits, including rooming units.</td>
</tr>
<tr>
<td>SALE.</td>
<td>Includes any contract to sell, exchange or to convey, transfer or assign legal or equitable title to or a beneficial interest in real property.</td>
</tr>
<tr>
<td>STEERING.</td>
<td>To encourage or discourage the sale or rental of real property because of the race, color, religion, sex, age, sexual orientation, gender identity marital status, disability, source of income, familial status or national origin of the individual and/or persons in the neighborhood in which the property is located. This shall include, but is not limited to, directing persons into or away from areas because of race, color, religion, sex, age, sexual orientation.</td>
</tr>
</tbody>
</table>
gender identity, marital status, disability, source of income, familial status or national origin of the individual and/or persons in the area or purported to be moving into the area.

| SOURCE OF INCOME | The lawful manner by which an individual supports himself or herself and his or her dependents. |

5-5-6. DISCRIMINATION PROHIBITED.

No person, including, but not limited to, any owner, manager, lessee or sublessee of real property, real estate broker, lender, financial institution, advertiser, real estate appraiser or agent of any of the foregoing, shall discriminate against any other person (or discriminate against such person because of the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the friends or associates of such person) in regard to the sale or rental of or dealings concerning real property. "Sexual orientation" is defined as: having or perceived as having emotional, physical, or sexual attachment to another without regard to the sex of that person or having or being perceived as having an orientation for such an attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult. “Gender identity” is defined as: a person’s actual or perceived gender, including a person’s gender identity, self-image, appearance, expression, or behavior, whether or not that gender identity, self-image, appearance, expression, or behavior is different from that traditionally associated with the person’s sex at birth as being either female or male. Any such discrimination shall be unlawful. Without limiting the foregoing, it shall also be unlawful discrimination for any person to:
(A) Policies And Publicity. Advertise, publish, display or circulate or cause to be published, displayed, advertised or circulated, either in writing or orally, any notice, statement, communication, sign or advertisement, or to announce a policy, or to use any form of application for the purchase, lease, rental, or financing of real property, or to make any record or inquiry in connection with the prospective purchase, rental or lease of real property, which expresses directly or indirectly any discrimination, or any intent to discriminate.

(B) Deceive Or Overcharge. Discriminate by deceiving or overcharging any person for real property in the City, or to making any distinction or restriction against any person as to the conditions or privileges of any kind relating to the sale, rental, lease or occupancy of real property.

(C) Discriminate In Lending. (See Section 5-5-8 of this Chapter) Discriminate or to participate in discrimination in connection with borrowing or lending money, guaranteeing loans, accepting mortgages, the making or purchasing of loans or the provision of other financial assistance secured by residential real estate, or otherwise obtaining or making available funds for the purchase, acquisition, construction, rehabilitation, repairs or maintenance of any real property in the City.

(D) Change In Neighborhood: Solicit or to enter into any agreement for the sale, lease or listing for sale or lease of any real property within the City (on the ground of loss of value) due to the present or prospective entry into any neighborhood of any person or persons of any particular race, color, religion,
sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin.

(E) Inducing Sales. Distribute or cause to be distributed written material or statements designed to induce any person to sell or lease real property because of the alleged or actual or because of any present or prospective change in the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of persons in the City or neighborhood.

(F) Misrepresentation. Make any misrepresentations concerning the listing for sale or the anticipated listing for sale or the sale of any real property for the purpose of inducing or attempting to induce the sale or listing for sale of any real property by representing that the presence or anticipated presence of persons of any particular race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin in the area will or may result in the lowering of real property values in the block, neighborhood or area in which the property is located.

(G) Refusal to Sell. Refuse to sell or rent real property because of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin.

(H) Refusal to Show Records of Available Housing. Refuse to show to any person who has specified his/her needs, the list or other records identifying all real properties reasonably meeting such specifications.
(I) Withholding Housing. Represent to any person that any real property is not available, or otherwise to withhold real property from any person because of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin.

(J) Refusal to Show Real Estate. Refuse to show real estate because of the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of any prospective purchaser, lessee or tenant, or because of the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the residents in the area in which the property is located.

(K) Steering. Encourage or discourage the sale or rental of real property because of the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the individual and/or persons in the neighborhood in which the property is located. This shall include but is not limited to directing persons into or away from areas because of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the individual and/or persons in the area or purported to be moving into the area.

(L) Differential Treatment. Make any differential treatment toward any prospective seller, purchaser, or tenant because of that person’s race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of
income, familial status or national origin, or toward any prospective seller, purchaser, or tenant because of the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the persons in the area in which that property is located.

(M) Evasion. Employ any person as a salesman or agent as a means of evading provisions of this Chapter.

(N) Providing Information. Volunteer oral or written information about the racial composition of a neighborhood unless such information is a factual, accurate and actual response to an unsolicited direct question.

(O) Posting and Distributing. Fail to post in a prominent place available for observation by the public in each business establishment of a person in the business of purchasing, selling, exchanging or leasing real property, a copy of this Chapter, or a poster provided by the Commission summarizing this Chapter; and/or fail to distribute to any prospective seller, purchaser or tenant a summary of the ordinance provided by the Commission.

(P) Rental Application. Discriminate by denying, or unreasonably delaying the processing of, a lease or rental application of a person, discriminate in the fixing of the fee or length of processing time, or other terms and conditions of such application process.

(Q) Insurance. Discriminate in the sale of insurance in connection with real estate.

(R) Redlining. To discriminate by differential treatment of a geographic area in the setting of insurance rates or appraised valuations or the availability of
financing of property, based on the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of persons in the area or purported to be moving into the area.

(S) Listing Agreement and Multiple Listing Service.

1. Entering into a listing agreement which discriminates against any person due to their race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status, or national origin.

2. Deny a person access to, or membership or participation in any multiple listing service, real estate broker's organization or facility relating to the business of selling or renting dwellings, or to discriminate against him/her in the terms or conditions of such access, membership, or participation, on account of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin.

(T) Aid or Abet. Discriminating by aiding or abetting acts performed in violation of this Chapter.

(U) Coercion. Coercion, intimidation, threatening or interference with any person in the exercise or enjoyment of, or on account of his/her having exercised or enjoyed, or on account of his/her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by this Chapter.
(V) Discrimination Due to a Disability.

1. To discriminate because of a disability of:
   a. That person;
   b. A person residing in or intending to reside in that dwelling after it is
      sold, rented or made available; or
   c. Any person associated with that disability.

2. For purposes of this subsection, discrimination includes:
   a. A refusal to permit, at the expense of the disabled person, reasonable
      modifications of an existing dwelling unit occupied or to be occupied by
      such person if such modifications may be necessary to afford such
      person full enjoyment of the premises; except that, in the case of a
      rental, the landlord may, where it is reasonable to do so, condition
      permission for a modification on the renter agreeing to restore the
      interior of the premises to the condition that existed before the
      modification, reasonable wear and tear excepted; a person with
      disabilities may make reasonable modification as provided in this
      Section of the Fair Housing Ordinance to the interior or exterior public
      and common use areas of a building as well as to his/her and her
      individual dwelling unit.
   b. A refusal to make reasonable accommodations in rules, policies,
      practices or services, when such accommodations may be necessary
      to afford such person equal opportunity to use and enjoy a dwelling; or
c. In connection with the design and construction of covered multi-family dwellings for first occupancy a failure to design and construct those dwellings in such a manner that:

(1) The public use and common use portions of such dwellings are readily accessible to and usable by disabled persons;

(2) All the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by disabled persons in wheelchairs; and

(3) All premises within such dwellings contain the following features of adaptive design:

   A. An accessible route into and through the dwelling;
   B. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations;
   C. Reinforcements in bathroom walls to allow later installation of grab bars; and
   D. Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

3. Compliance with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility and usability for physically disabled people (commonly cited as ANSI A117.1) suffice to satisfy the requirements of this paragraph.

5-5-7. EXEMPTIONS.

This Chapter shall not:
(A) Bar any religious or denominational institution or organization, or any charitable or educational organization operated, supervised or controlled by or in connection with a religious organization, from limiting the sale, rental or occupancy of dwellings, which it owns or operates for other than commercial purposes or giving preference with respect thereto, to persons of the same religion or denomination, unless membership in such religion is restricted on account of race, color or national origin.

(B) Except for Subsection 6(A) of this Chapter, apply to the leasing of rooms to roomers in a dwelling unit occupied by the owner as a family household having not more than two (2) roomers, living independently, exclusive of salaried household employees living on premises.

(C) Prohibit (due to the familial status provision of this Chapter) the operation of housing for older persons. If the following provisions are satisfied:

1. As used in this Section "housing for older persons" means housing:
   a. Provided under any State or Federal program that the U.S. Department of Housing and Urban Development determines is specifically designed and operated to assist elderly persons (as defined in the State or Federal program); or
   b. Intended for, and solely occupied by, persons sixty two (62) years of age or older; or
   c. Intended and operated for occupancy by at least one person fifty five (55) years of age or older per unit. In determining whether housing
qualifies as housing for older persons under this Section, the Administrator shall require at least the following factors to be met:

(1) The existence of significant facilities and services specifically designed to meet the physical or social needs of older persons, or if the provision of such facilities is not practicable, that such housing is necessary to provide important housing opportunities for older persons; and

(2) That at least eighty percent (80%) of the units are occupied by at least one person fifty five (55) years of age or older per unit; and

(3) The publication of, and adherence to, policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons fifty five (55) years of age or older.

2. Housing shall not fail to meet the requirements for housing for older persons by reason of unoccupied units; provided, that such units are reserved for occupancy for persons who meet the age requirements of subsections (C)1(b) or (c) herein.

(D) Bar any educational organization from limiting to persons of the same sex the rental of living accommodations.

5-5-8. DISCRIMINATION IN LENDING.

It shall be unlawful and a violation of this Chapter for any lending institution to discriminate in making, agreeing to make, arranging, or negotiating any loan or guarantee of funds for the purpose of financing the purchase or sale, construction, lease, rehabilitation, improvement, renovation, or repair of any real property, or to offer,
seek or agree to terms, conditions or privileges that discriminate on account of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin. (See Subsection 6(C) of this Chapter.)

5-5-9. REFUSALS TO DEAL IN LENDING.
It shall be unlawful and a violation of this Chapter for any lending institution to refuse to negotiate for, enter into, or perform any agreement to lend or guarantee the loan of funds for the purchase, sale, construction, lease, rehabilitation, improvement, renovation, or repair of any real property because of discrimination on account of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin.

5-5-10. COVERAGE.
This Chapter shall apply, respectively, to every person, including, but not limited to, every owner, lending institution, real estate broker and manager who, within the City, performs any function relating to or in connection with a real estate transaction, whether or not such person maintains an office or place of doing business within the City; provided, however, that the provisions of this Chapter shall not be so construed as to prohibit a person on behalf of the owner from inquiring into and reporting upon the qualifications of any prospective buyer or tenant with respect to limitations or exclusions other than those of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin.

5-5-11. PRIVATE REMEDIES.
Any person aggrieved in any manner by the violation of this Chapter, may commence a civil action in any court of competent jurisdiction to obtain appropriate relief with respect to such discriminatory housing practice or breach. If the court finds that a discriminatory housing practice has occurred, the court may grant the following relief:

(A) An order compelling compliance with this Chapter.

(B) An order to prohibit any person found by the court to have violated any provision of this Chapter from the sale, lease, exchange, transfer, conveyance or assignment of any real property, by any person who in violation of this Chapter refuses or fails to perform such contract.

(C) Compensatory damages and punitive damages, including damages caused by humiliation and embarrassment.

(D) Such other and further relief as may seem appropriate to the court for the enforcement of this Chapter and the elimination of violations thereof.

(E) In a civil action under this Chapter, the court may allow the prevailing party a reasonable attorney's fee and costs.

These remedies shall be available notwithstanding the imposition of other penalties provided by this Chapter.

5-5-12. PENALTY.

Any person violating the provisions of this Chapter shall be fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00) for each such offense. Every day a violation continues may be deemed a separate offense by appropriate finding.
SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: 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 7: The findings and recitals 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 8: That this Ordinance 26-O-14 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced:_______________, 2014  Approved:
Adopted:_______________, 2014  __________________________, 2014

____________________________
Elizabeth B. Tisdahl, Mayor

Attest:  Approved as to form:

____________________________
Rodney Greene, City Clerk  W. Grant Farrar, Corporation Counsel
Memorandum

To: Human Services Committee
From: Jennifer Lasik, Cultural Arts Coordinator
Subject: 10,000 Ripples (Emerging Buddha Project)
Date: April 7, 2014

Recommended action:
Staff recommends one additional sculpture be purchased for installation in the 2nd Ward.

Funding source:
Public Art Neighborhood Fund

Background:
In 2013, 10 Emerging Buddha Sculptures were placed in locations around the City of Evanston. The sculptures were intended to be catalysts for conversation on nonviolence and peace. Each participating community developed its own project. Evanston’s is “Bridging Differences”.

The community engaged in special activities in Grey Park and on Bridge Street. Overall the sculptures have been received well and the community seems to have developed a fondness and sense of pride for them.

It was determined that in phase two of the project 5 sculptures would be removed and 5 would be gifted to the community. The Evanston Public Art Committee chose the sites on Howard Street, at Curt’s Café, in Dawes Park, in Grey Park and in Twiggs Park for sculptures to remain.

West End Business Association President Dickelle Fonda requested moving one sculpture to the Dempster/Dodge area. The West End Business Assoc. appealed to the PAC to have the Twiggs Park sculpture moved. Alderman Holmes requested that it stay in its current location.

Ms. Johnson will be speaking about the project at the Evanston Public Library on April 16th at 5:30 pm.

Actions to Date:
- I spoke with Indira Johnson at length inquired about the history of the project.
- I communicated with Alderman Braithwaite. He is in favor of the 2nd Ward hosting a Buddha sculpture.
- The manufacturer has picked up four sculptures. I requested that he leave both Ward 8 sculptures for now (Howard Street and James Park) so that one of them can possibly be moved to Ward 2 pending request for funding and approval from the Public Art Committee and City Council. He has complied with that request.
## Current Status of Emerging Buddha Sculptures (10,000 Ripples)

<table>
<thead>
<tr>
<th>Location</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Howard and Clyde (Ward 8)</td>
<td>On location</td>
</tr>
<tr>
<td>2. Sheridan and Chicago/NU (Ward 7)</td>
<td>Removed</td>
</tr>
<tr>
<td>3. Green Bay and McCormick (Ward 7)</td>
<td>Removed</td>
</tr>
<tr>
<td>4. Grey Park/Ridge and Main (Ward 4)</td>
<td>On location</td>
</tr>
<tr>
<td>5. Twiggs Park/Simpson and Dodge (Ward 5)</td>
<td>On location</td>
</tr>
<tr>
<td>6. Dawes Park (Ward 1)</td>
<td>On location</td>
</tr>
<tr>
<td>7. James Park (Ward 8)</td>
<td>On location (pending relocation)</td>
</tr>
<tr>
<td>8. Sherman and Davis (Ward 4)</td>
<td>Removed</td>
</tr>
<tr>
<td>9. Central Street/Curt’s Café</td>
<td>On location</td>
</tr>
<tr>
<td>10. Wesley and Lake (Ward 4)</td>
<td>Removed</td>
</tr>
</tbody>
</table>

** A 6<sup>th</sup> sculpture was donated to District 65 and is at Kingsley School. It is intended to travel to different schools in the district to facilitate more conversations about peace and non-violence.
Memorandum

To: Human Services Committee

From: Joe McRae, Parks, Recreation & Community Services Interim Director
Christina Ferraro, Community Services Assistant Director

Subject: Staff Recommendations regarding the Noyes Tenants and Arts Council Joint Recommendations

Date: April 4, 2014

Recommended Action:
City staff recommends City Council accept and adopt the following recommendations for future maintenance and administration of the Noyes Cultural Arts Center (NCAC), a city-owned facility:

1. Extend current leases at 2013 rates through April 30, 2014
2. Increase rental rates by 3% beginning May 1, 2014 – December 31, 2014
3. Review existing security system within NCAC no later than June 1, 2014
4. Place reception desk in the NCAC and staff with part time City staff

Funding Source:
N/A

Summary:
The Human Services Committee received recommendations from the Noyes Tenants and the Evanston Arts Council at the March 3, 2014 meeting regarding administration of the NCAC and revised criteria and procedures for resident artist selection. An operational document regarding resident artist selection will be further developed over the next six months by City staff, Evanston Arts Council and Noyes Tenants’ Association. Additional collaboration will be required to develop a marketing plan for NCAC and a capital plan for maintenance and improvements at NCAC to include energy-efficiency.

The City staff, Evanston Arts Council and the Noyes Tenants’ Association agrees the common mission is to have a thriving arts center. There is a discrepancy, however, regarding details of some of the operational recommendations regarding tenant lease rates.
**Action:**
Staff agrees with the recommendations of the Arts Council & Noyes Tenants’ Association for the administration of the NCAC regarding the role of Evanston residency, the balance of performing vs. visual arts, the tenure of tenants, subleases, division of square footage per tenant, community service and activity at the NCAC. Events for the community to participate in such as Open Houses, KidsART Day, Open Studio Demo Events, etc. must occur in order to have a thriving arts center.

To clarify, tenant administrative office space in the building will not exceed 14% of the buildings total square footage. No one organization shall exceed 16% of available rental space in the building.

There are currently programs and activities offered at the NCAC for the general public offered by the Parks Recreation and Community Service staff such as Mom and Tots Arts Classes, Homeschool Historical Immersions, birthday party packages, summer camp and FJCC theatre.

Staff a public reception desk in the hallway on the first floor of the NCAC with part time office staff to serve as a point of contact for visitors and increase safety for tenants and the exhibits in gallery space. This staff may assist with monitoring community use rental space, public areas of the NCAC, and community service performance. Staff will have a landline to assist with coordinating PACE rides to/from site and “911” access for students, campers and the general public. The staff schedule will be determined taking budget into consideration.

**Legislative History:**
At the September 10, 2013 meeting of the Human Services Committee, the Noyes Tenants and the Evanston Arts Council were directed to work together to consider future options for uses of the Center. These considerations were to include the role of Evanston residency in the leases, the balance of visual and performing artists among the tenants, the tenure of tenants, the conditions for leasing, the role of community service in the leases, activity at the Center and the balance of office and active arts space at the Center. These were presented at the March 3, 2014 meeting of the Human Services Committee, the Noyes Tenants and the Evanston Arts Council. The Human Services Committee agreed to receive the recommendations as submitted and decided to hold taking action until City staff submitted operational recommendations.

**Attachment:**
2014 Budget for the Noyes Cultural Arts Center
# Noyes Cultural Arts Center 2012 -2014 Budget Information

<table>
<thead>
<tr>
<th>Account Description</th>
<th>FY 12 Actuals</th>
<th>FY 13 Actuals</th>
<th>difference FY13-FY12</th>
<th>FY 14 Budget</th>
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</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>$ 2,938.80</td>
<td>$ 1,151.00</td>
<td>($1,787.80)</td>
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<td>Studio Rent</td>
<td>$ 290,316.43</td>
<td>$ 219,243.72</td>
<td>($71,072.71)</td>
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<td>Community Use Rentals</td>
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<td>$ 16,137.50</td>
<td>($10,779.01)</td>
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<td>Keys and Other Misc. Fees</td>
<td>$ 240.60</td>
<td>$ 156.00</td>
<td>($84.60)</td>
<td>$ 100.00</td>
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<td><strong>Revenue Total</strong></td>
<td>$ 320,412.34</td>
<td>$ 236,688.22</td>
<td>($83,724.12)</td>
<td>$ 343,440.00</td>
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<td><strong>Expenses</strong></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Advertising - Studio Vacancies</td>
<td>$ 475.00</td>
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<td>($475.00)</td>
<td>$ 500.00</td>
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<tr>
<td>Building Maintenance Services</td>
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<td>($1,290.92)</td>
<td>$ 1,666.00</td>
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<td>Burglar &amp; Fire Alarm/Sprinklers</td>
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<td>$ 1,656.32</td>
<td>546.32</td>
<td>$ 1,100.00</td>
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<tr>
<td>Custodial &amp; Office Supplies</td>
<td>$ 3,415.98</td>
<td>$ 2,754.52</td>
<td>($661.46)</td>
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<td>Custodians/Fac. Supervisor w/ Benefits</td>
<td>$ 149,563.12</td>
<td>$ 150,090.13</td>
<td>($4,526.99)</td>
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<td>Electricity</td>
<td>$ 17,200.04</td>
<td>$ 16,223.24</td>
<td>($976.80)</td>
<td>$ 29,572.00</td>
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<td>Elevator and Handicap Lift</td>
<td>$ 3,810.00</td>
<td>$ 2,150.00</td>
<td>($1,660.00)</td>
<td>$ 2,660.00</td>
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<tr>
<td>Equipment Maintenance/Building Supplies</td>
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<td>$ 420.01</td>
<td>($1,635.31)</td>
<td>$ 1,683.00</td>
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<td>Natural Gas</td>
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<td>$ 16,206.83</td>
<td>$ 6,500.09</td>
<td>$ 24,407.00</td>
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<td>Minor Tools/Medical Supplies</td>
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<td>($304.23)</td>
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<td>Pest Control</td>
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<td>$ 405.62</td>
<td>($5.03)</td>
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<td>Postage</td>
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<td>-</td>
<td>($1.35)</td>
<td>$ 83.00</td>
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<td>Communication/Wireless</td>
<td>$ 659.96</td>
<td>$ 1,446.58</td>
<td>$ 786.62</td>
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<td>Supplies for Banners and Signage</td>
<td>$ 2,897.46</td>
<td>$ 3,211.00</td>
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<td>Training/Travel</td>
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<td>$ 90.48</td>
<td>($84.34)</td>
<td>$ 83.00</td>
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<td><strong>Expenses Total</strong></td>
<td>$ 193,674.24</td>
<td>$ 190,253.38</td>
<td>($3,420.86)</td>
<td>$ 202,100.00</td>
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<tr>
<td>Administrative Management / Facilities Management (10% of Exp)</td>
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<td>$ 19,025.34</td>
<td>($342.09)</td>
<td>$ 20,210.00</td>
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<tr>
<td>Legal &amp; Accounting Fees (5% of Exp)</td>
<td>$ 9,683.71</td>
<td>$ 9,512.67</td>
<td>($171.04)</td>
<td>$ 10,105.00</td>
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<tr>
<td>General maintenance</td>
<td>$ 14,560.00</td>
<td>$ 14,560.00</td>
<td>-</td>
<td>$ 14,851.00</td>
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<tr>
<td>Insurance for Building</td>
<td>$ 7,970.00</td>
<td>$ 7,970.00</td>
<td>-</td>
<td>$ 7,970.00</td>
</tr>
<tr>
<td>Water &amp; Sewer</td>
<td>$ 7,384.90</td>
<td>$ 7,384.90</td>
<td>-</td>
<td>$ 7,124.00</td>
</tr>
<tr>
<td><strong>Net Revenue</strong></td>
<td>$ 67,772</td>
<td>($12,018)</td>
<td>($79,790.13)</td>
<td>$ 81,080</td>
</tr>
</tbody>
</table>

* for 2014 the Facility Supervisor and a portion of PT custodial support was removed from this budget

Expense items not included in budget:

- Snow Removal
- Potential security camera changes

147 of 151
Memorandum

To: Members of the Human Services Committee

From: Mark Muenzer, Director of Community Development
Sarah Flax, Housing and Grants Administrator
Mary Ellen Poole, Housing Planner

Subject: Quarterly Report on Tenant Based Rental Assistance Program by Connections for the Homeless

Date: March 18, 2014

Background
City Council approved a $500,000 HOME grant to Connections for the Homeless for a 36-month Tenant Based Rental Assistance program (TBRA) on July 22, 2013. HOME funds will be used to provide stable housing for 20-30 families with children under the age of 18 whose head(s) of households are unemployed or underemployed. In addition, the adults receive educational supports and job training to enable them to earn a living wage and afford market rate rental housing. It is estimated that the program will provide stable housing for an average of 24 months for between 60 and 90 adults and children over a 36-month period and break the cycle of poverty and instability for two generations of Evanston residents.

Homeless and unstably housed families with children under the age of 18 have been identified as a priority for assistance in the City’s 2010-2014 Consolidated Plan, 2009 Affordable Housing Taskforce Report and Taskforce to End Homelessness Report. Evanston School Districts 65 and 202 have identified between 344 and 400 students who are homeless or unstably housed, either living in shelters in Chicago or doubled up with relatives and friends in Evanston. Families targeted for this program are ineligible for General Assistance through Evanston Township and require a longer term rental subsidy and more comprehensive support services than can be provided by the Emergency Solutions Grant program (ESG) in order to achieve stable housing and economic independence.

Program Launch
The TBRA program launch was delayed for over two months by the implementation of the new HOME regulations, which went into effect on August 23, 2013, requiring revisions to program documents as well as additional processes for compliance. The federal government shut down in early October slowed response and approvals from
the HUD Chicago field office for those changes, but final input was received from HUD on October 28, 2013 and the first meeting of Connections and City staff to review and approve applicants took place on November 21. Since that time, there have been 19 households that inquired about the program but were denied for various reasons including not calling back or following up with appointments, not interested in participating in a self-sufficiency plan or not eligible because they are not homeless or threatened with homelessness. As of March 31, 2014, 11 households, consisting of 12 adults and 22 children, have been approved for the program.

Household Eligibility
To be eligible for TBRA, a family must either be living in Evanston (current or last address), or the head of household works in Evanston, or has a bonafide job offer in Evanston. In addition, households must demonstrate the capacity to increase their income to at least 50% of area median within a 24 month period to sustain independent housing in Evanston. Currently, household incomes for those enrolled range from 0% of the area median income (AMI) to 30% AMI. Due to rapidly increasing rent rates, household incomes now need to be between 60% and 80% AMI ($39,120-$52,150 for a household of three) to maintain market rate housing at program exit.

Families are referred by school social workers or other agencies to Connections for assessment for the program. Applicants are screened for program eligibility by Connections, and reviewed/approved by a committee of Connections and City staff following the process used for HPRP and ESG. Households approved by the committee work with a case manager to develop a client-directed plan that includes education/training, financial literacy/money management and tenant training, as well as child care and other components based on the needs of the family. Adult(s) sign the TBRA agreement and meet with their case manager at least monthly to assess and modify the plan based on progress. Of the 11 households enrolled, three are enrolled in an education program, three are enrolled in an employment/job skills program and five are enrolled in both. Program participation may be terminated for lack of cooperation/compliance with the case management plan. All households approved to date have been compliant with program requirements.

TBRA households may select any rental housing unit in the City of Evanston that meets HUD Housing Quality Standards (HQS) based on a pre-lease inspection and subsequent annual inspections. A program goal is to help locate TBRA families in their neighborhoods of choice based on their children’s school attendance areas or other factors that contribute to family and neighborhood stability. Units must meet occupancy standards based on household size and composition according to the City of Evanston’s occupancy code. Connections works with landlords throughout the City to locate units in the neighborhoods of choice for each HH. To date, six households are living in Ward 5, one in Ward 2, one in Ward 9 and two in Ward 8. One household was recently approved and has not secured a unit at this time. Children in TBRA households attend school at Orrington, Kingsley, Chute, Oakton, Nichols, Dewey, Willard, Haven and ETHS.

Rents cannot exceed the Housing Authority of Cook County Payment Standard for the Housing Choice voucher program and range from $980-$1600/month, depending on the apartment size and the zip code where the unit is located. Program participants pay 30% of their income for rent and utilities. Program participants with no income may be
eligible for TBRA if there is a realistic plan that enables the household to achieve economic self-sufficiency within a stated period of time.

When a unit selected by a TBRA household has been inspected and approved, Connections conducts a final household income verification and analysis to determine the household’s monthly payment and the HOME share of the rent/utility subsidy.

Program benchmarks and progress against them are shown below:

- **10 households enrolled in the program by December 31, 2013 and 20 by December 31, 2014.** Achievement of the first benchmark was delayed by changes in the HOME regulations, as four households were enrolled by this date. Eleven households are now enrolled, with four in housing and units being sought for seven. Additional households are considered at twice monthly meetings and we expect to have 20 households in the program by August 1, 2014.

- **$250,000 in HOME funds committed to specific households by June 30, 2014.** Rent and utility assistance for the four households for their first 12 months in the program totals $72,812, an average of $18,203 per household. Based on this, commitments for the first eleven households for the first 12 months is expected to be approximately $200,000. With an additional 5 households estimated to be enrolled by June 30, a total commitment of $300,000 is expected for the first 12 months, exceeding the June 30 commitment goal of $250,000.

The HOME TBRA program is making a significant progress in the short time has been running, yet some challenges have been identified. Due to the high cost of housing in Evanston, the Housing Authority of Cook County adjusted the payment standards in the summer of 2013 to be 10-29% above HUD fair market rents. Although this makes it easier to find units that are appropriate for TBRA households based on their family sizes and located in neighborhoods throughout Evanston, it places greater demands on the heads of households to increase their incomes above 50% AMI in order to maintain their housing following exit from the program. Connections and City staff will continue to work with landlords to address this issue. Once a unit is located, some households lack basic household goods and furniture such as beds, tables, lamps cooking and eating utensils. Connections, City staff and the Housing and Homelessness Commission are seeking partnerships with local agencies, businesses, religious organizations, etc., to help meet these basic needs for TBRA households.

As anticipated, the combined responsibilities of raising children and working results in some heads of households feeling overstretched, with little time for education such as certificate courses or college classes. In addition, some heads of households who are working full time jobs, even if earning minimum wage, are reluctant to reduce work hours in order to enroll in training/education programs. Some heads of households have the capacity and desire to enter a 4-year degree program that would ultimately lead to higher earning potential and greater economic stability; however TBRA is based on a 12-24 month housing subsidy. Connections and City staff will look at ways to partner with additional agencies or groups to address the needs of these households.
Connections will submit quarterly program reports with demographic information on households in the program required by HUD, and program indicators and outcomes including:

- Number of households evaluated for the program
- Number of households accepted and stably housed
- Number of heads of households in education/training program
- Number of heads of households completing education/training
- Information on employment/earnings of heads of households
- Number of households receiving child care support and other mainstream services
- Number of households compliant with case management plans

Progress reports on the HOME TBRA program will continue to be provided to the Human Services Committee for review on a quarterly basis.