HUMAN SERVICES COMMITTEE
Monday, June 2, 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 MAY 5, 2014

Citizen Comments

III. ITEMS FOR DISCUSSION

HH1 Controlled Substances

IV. ITEMS FOR CONSIDERATION

HH2 Review of May Police Complaints

HH3 Consideration of Mayoral Recommendations for City Involvement in Cradle to Career Initiative

HH4 Approval of Sublease Amendment to the Evanston Wilmette Golf Course Board Lease

VI. COMMUNICATION

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.

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HUMAN SERVICES COMMITTEE
Monday, May 5, 2014
7:30 p.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Council Chambers

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

Members Absent: Alderman Fiske

Staff Present: Wally Bobkiewicz, Commander Diane Davis, Christina Farrar, Sarah Flax, Henry Ford, Joseph McRae, Melissa Parker, Karen Hawk, Evonda Thomas-Smith, Audrey Thompkins

Presiding Member: Alderman Burrus

AGENDA

I. CALL TO ORDER / DECLARATION OF QUORUM
With a quorum present, Madam Chair Burrus called the meeting to order at 7:32 pm

II. APPROVAL OF MEETING MINUTES OF MARCH 31 AND APRIL 3, 2014
Alderman Braithwaite moved approval. Alderman Holmes seconded. A voice vote was taken to approve the March 31, 2014 and April 3, 2014 minutes and it was approved 5-0.

Citizen Comments

Nickolas Stamatelopoulos (non-agenda item) asked why the City he loves is being sued for civil rights issues and he expressed concern that the taxpayers are going to pay for it. He believes there is a disconnect between the community and the police department. He brought up a complaint that he has brought to Chief Richard Eddington.

Alderman Burrus stated that his complaint will be on the June Human Services agenda.

Mr. Stamatelopoulos said he wasn't aware that his complaint would be on the next agenda and that he has not been provided all of the information he has requested about the complaint.

Alderman Burrus stated that she did not inform him of that he would be on the June agenda but that Commander Diane Davis did.

Commander Davis stated that the complaint has been reviewed by her, two other commanders, the Chief of Police, Mayor, and she believed the City Manager. She shared that all of the police reports and videos have been provided to Mr. Stamatelopoulos and he was advised his complaint would be on the June agenda.
III. TOWNSHIP OF EVANSTON
HHT1 Township Monthly Bills

Alderman Holmes moved approval. Alderman Braithwaite seconded. A voice vote was taken to approve the Township Bills and it was approved 5-0.

IV. ITEMS FOR DISCUSSION
HH1 Expanded Senior Services

Christina Ferrara, Assistant Director of Community Services, presented on the expanded senior services. She stated that there are numerous programs available and their goal right now is to do some intense marketing in order for others to know what was going on. She reviewed:

- Services provided
- Demographics of seniors
- Boards, commissions and committees for senior services
- Public and private partnerships
- Grants
- "Age Friendly Evanston"

Alderman Braithwaite invited Ms. Ferrara to come to the west end and west village meeting groups. Alderman Burrus asked what other boards the age friendly group is working with.

Mr. Ferrara answered that she did not know how many were living Commission on Aging, Mental Health Board and Human Relations.

Alderman Grover restated that 356 grandparents were solely responsible for raising their grandchildren and asked how many children that amounted to.

Ms. Ferrara replied that 1,000 children were being raised by their grandparents.

Alderman Burrus asked if 80% of the seniors were living in their own home, do we know how many of them are living alone. What are the biggest risks and challenges with that population?

Ms. Ferrara indicated that she would have to get the information about how many seniors were living alone. She stated that the risks and challenges were that many were living independently who shouldn’t be and they aren’t reaching out for the support services they need. They are trying to encourage to age in the community instead of aging in the home which is not always possible.

Alderman Burrus asked when that happens do we have a list of relatives to reach out and if not what is being done.

Ms. Ferrara stated that they work with a lot of other non-profit agencies that have case workers that have worked with them or involved for whatever reason.

Alderman Burrus asked what would be the best way for people to access services.

Ms. Ferrara replied that the top two ways would be going to the Levy Center or calling 311.

Alderman Braithwaite asked for an update on the handyman program.

Ms. Ferrara said it has been going terrific and they were fortunate to receive the CDBG funding and A new contractor is being used. There is currently no waitlist.

Alderman Braithwaite asked if there was a good home healthcare agency.

Mr. Ferrara answered that they do not recommend but there is a resource guide available and information can also be found at the library online.
Alderman Grover asked how well the seniors are accessing 311.

Ms. Ferrara responded that she thinks they are using it very well once they have gotten beyond the apprehension at first.

Alderman Grover asked if 311 was providing data about the services people are requesting.

Ms. Ferrara stated that they are usually sent straight to her department.

Alderman Tendam shared that he is a big proponent of File of L.I.F.E. (Lifesaving information for Emergencies) and asked for Ms. Ferrara to explain more about the program.

Ms. Ferrara explained that they put their medical information, prescriptions, allergies, emergency contacts, and the power of attorney on one document. The front side is in English and back is in Spanish. The information is placed in a plastic pouch and then placed in the freezer. The EMS have been trained to look for information there first. It is given out in the welcome packet, at each of the centers, and at the library.

**HH2  Presentation from Evanston Health Advisory Council Tobacco 21**

Evonda Thomas, Health Director, introduced Dr. Timothy Sanborn, who presented on Tobacco 21 which was provided in the packet. Tobacco 21, which raises the legal age to sell cigarettes to age 21, was started in Needham, MA outside of Boston in 2005. The decline of high school students smoking were triple that of neighboring towns. ETHS data was provided which showed there has been a decrease in smoking but when looking at the grades the 11th and 12th graders are smoking more. The Evanston Health Advisory Council (EHAC) voted 9-0 to strongly recommend Tobacco 21 laws.

Alderman Grover asked who was on the Evanston Health Advisory Council.

Ms. Thomas-Smith responded that it was composed of 25 members from both hospitals, both school district’s health office, Larry Suffredin’s office and faith-based organizations who meet on a bi-monthly bases. They are appointed by the Health Director.

Alderman Grover could foresee push back from the civil libertarian objection from taking away one more thing that people from ages of 18 to 21 cannot purchase even the though the data was compelling that it could curve long-term tobacco use.

Dr. Sanborn stated that has they have seen with other health policies that limiting the age to 21 could have a significant impact.

**V. ITEMS FOR CONSIDERATION**

**HH3  Review of April Police Complaints**

Alderman Holmes moved approval. Alderman Braithwaite seconded. A voice vote was taken and the April Police Complaints were approved 5-0.

**HH4  Lease Renewal for Evanston Children’s Choir**

Alderman Holmes moved approval. Alderman Tendam seconded. A voice vote was taken and the Lease Renewal for the Evanston Children’s Choir was approved 5-0.

**HH5  Amending and Revising City Code Title 5, Chapter 1, “Property Maintenance Code”**
Ms. Thomas-Smith stated that this was cleaning up a code that was outdated. Community and Economic Development updated the International Property Maintenance Code which is what is being enforced. This will ensure that the City is in alignment with a code that is already being enforced.

Alderman Grover moved approval. Alderman Braithwaite seconded. A voice vote was taken and Amending and Revising City Code Title 5, Chapter 1, “Property Maintenance Code” was approved 5-0.

**HH6 Mental Health Board Funding and Funding priorities**

Wally Bobkiewicz, City Manager, stated that the City Council has been providing funds for the Mental Health Board social services grants for some time. In fiscal year 2013 including the monies from the Township the total amount was $748,000. It is an appropriate topic to look at if the amount makes sense and if the process makes sense. He indicated that he brought challenges to the board in January 2013 and was able to hear their responses to those challenges in March 2013. The first challenge was reforming how the board allocates funds focusing on some key areas rather than maintenance funding that they currently provide agencies and requesting an annual funding level from the City Council in the spring prior to their review of applications. It would be looking at the dollar amount at the beginning of the cycle rather than the end of the cycle. His recommended actions would be for the council and this committee to consider a funding level for fiscal year 2015 of an amount not to exceed $809,286, which is a 3% increase. Since the Township will be gone this would all be coming out of the general fund. He also requested for the council to direct the board to revise its allocation procedures beginning in 2016.

Alderman Burrus asked if the $748,000 included money from CDBG.

Mr. Bobkiewicz replied that it does not.

Alderman Burrus asked what the other additional pieces are that the City funds from other buckets of money that goes to social service agencies. We have silos and are not as impactful in a way that we could be and to know all the different funding for social services is an opportunity to have a holistic approach to help people.

Mr. Bobkiewicz answered that the line share would come from CDBG and Sarah Flax, Housing and Grants Administrator, stated that it amounted to approximately $300,000 to social services.

Mr. Bobkiewicz stated that there are multiple departments that touch these areas which would amount to over a million dollars.

Alderman Holmes indicated that it would be the amount to what the Township was providing.

Alderman Burrus specified for the next meeting in June it would be helpful to have it in black and white to see the different buckets of funding and how many people are being funded out of CDBG that are also funded by the Mental Health Board which may also be funded by another source in order to get a bigger picture. That information would be helpful for deliberation.

Alderman Holmes shared that they also need to understand that CDBG gets a little confusing if they apply for public facilities which wouldn’t have anything to do with the services they provide. It would be important to understand the difference of how the funding flows. The picture has to be real clear on how we are looking at that.

Alderman Grover stated that some other data that might be helpful is in 2014 we adopted as a City goal services for at-risk families. We felt like this was a priority. She would like to see this from the agencies’ perspective too and additional data points would be what percentage of the allocation accounts for what percentage of the agency’s budget. There are some cases where the funding is a
significant amount of their budget and in times of state funding drying up or being late she would like to have a good picture of how important the funding is that comes through our services.

Alderman Holmes included that she would like to know how that funding is leverage because sometimes that helps to get additional money. There a lot of pieces that comes into this.

Mr. Bobkiewicz added that another key piece regardless of how the format may change is dealing with it earlier in the budget process. It is important to set some other parameters so the committee isn’t looking at it after the budget has already been produced.

Alderman Burrus asked if in addition to what we are spending is it possible to see what other grant giving agencies are giving toward social services.

Alderman Grover responded that she believes that a lot of that information is collected in the reporting process from the agencies.

Sandy Johnson, Vice Chair of the Mental Health Board, presented further on the memo and information provided in the packet. The Mental Health Board has nine members that meet at least monthly and do a lot of work behind the scenes. She mentioned that they ask as part of the application what grants are received and some agencies don’t like listing them but that is considered as part of the deliberations. It would be helpful to have that information with the allocation process. They are currently serving 15 agencies ranging from $6,500 to $100,000. She stated she would like to see them return to the unified budget hearings. It would save time and people know the different funding sources. This certainly could not occur this year because applications were due on Friday and they had received 15 applications. The Mental Health Board is willing to work with the committee in any way that they can and looking at moving forward. She expressed that they firmly believe that supporting the vital services from early childhood to senior care fosters healthy families and neighborhoods.

Alderman Grover provided some historical context. She said the Mental Health Board was formed in the 1960s but it was in 2002 that the Health Director suggested that the Human Services Committee consolidate with the Mental Health Board. It was at that point that the Mental Health Board took on more than mental health but to include a much larger variety of human services. It is called the Mental Health Board but it is really Human Services Board.

Alderman Burrus asked the budget allocation and recommendation coming from the committee to council do we need specific language for that.

Mr. Bobkiewicz responded that they first need to agree that it makes sense to separate the issues. If committee agrees to make the allocation now then he asked for that to be moved to the Council. The other issues would remain in committee.

Alderman Grover moved for the recommendation for fiscal year 2015 funding allocation of the Mental Health Board of $809,286 which represents last year’s allocation with a 3% increase.

Alderman Holmes seconded.

Alderman Holmes asked in terms of next steps, what would be the process to begin those kinds of conversations.

Mr. Bobkiewicz replied that it is something that the committee could give a charge to the Mental Health Board and City staff that continues to look at the human services piece. The dissolution of the Township has caused the City to look at that. He stated that he was sure that Ms. Thomas-Smith could provide a narrative on some historical funding.

Citizen Comments
Jim Hunick, Executive Director of the Northwest Center Against Sexual Assault, which is a rape crisis center. He shared that Mental Health Board funding was not maintenance funding for the agency and it was what made it possible for them to grow their staff and leverage additional funding. They are helping them to expand their services which are transformational.

Seth Green, Executive Director for Y.O.U., echoed what was just said. Even though the funding represents 3% of Y.O.U.’s budget it is absolutely a foundational 3% because it is stable, shows local support when they go after federal grants, and they use it to cover a constantly changing funding stream. Without the money, last year they would not have been able to serve Chute School.

Cass Wolfe, Executive Director for the Infant Welfare Society of Evanston, stated that they receive funding for their teen parenting program at $72,000 of their $2.4 million budget. She expressed concern that if the funding went forward with using the money toward fewer agencies, the fear would be that they would get a larger pot of money and it might be seen as time to move on to something else. A program like theirs couldn't function if the money was pulled.

Chris Baer, Director of Programs for the Childcare Network of Evanston, talked more about programs at their agency. The first was scholarships, once a parent earns more than $29,000 the family is no longer eligible for the state’s childcare subsidy and their scholarships provide for other family expenses. The second program was Learning Together which provides on-site services for children with social, emotional and behavior issues. Without this program, parents struggle to find outside care.

Andrea Densham, Executive Director for the Childcare Network of Evanston, stated this is an important dialogue for us to have. The challenges they are having at the federal level with budgeting and timely payments. This is a great opportunity to best leverage the resources of the City has been allocating and how the services are delivered. What they do most successfully is we fill in a gap for those living just above the poverty level.

Mary Rose, from the Metropolitan Family Services, stated that all the social service agencies work together and they all need each other. None of them can do it all. MFS is a really large agency but locally they are on the smaller side. They have to prove that we have local support to justify our office.

Kate Mahoney, Executive Director for Peer Services, has been there for 30 years providing addiction prevention and treatment. She stated she is grateful for a community that works with people in need. The values of Evanston are about caring about people and provide for people who may be cast aside.

Burrus – we can be more impactful in the overall goals of the

A voice vote was taken and approved 5-0.

**HH7**  **Homeless Management Information System (HMIS)**

Alderman Grover moved approval. Alderman Tendam seconded. A voice vote was taken and it was approved 5-0.

**VI. COMMUNICATION**

**VII. ADJOURNMENT**

Alderman Tendam moved to adjourn. Alderman Grover seconded. The meeting was adjourned at 9:01pm.

Respectfully Submitted,

Melissa Parker
Administrative Secretary

7 of 79
Memorandum

To: Members of the Human Services Committee

From: Erika Storlie, Deputy City Manager

Subject: Controlled Substances

Date: 5/28/2014

Summary:

Background:

During Citizen Comment at the March 10 City Council Meeting, Northwestern Student Marko Pavisic spoke to urge the Council to make changes to Title 8 of the City Code, which covers drug offenses and enforcement. Citing the success of the drug decriminalization policy in place in Portugal, Mr. Pavisic requested changes that would refer more marijuana possession offenses to administrative adjudication, create a similar administrative adjudication procedure for small amounts of other illicit drugs, and eliminate the portion of the Code that criminalizes possession of drug paraphernalia.

Alderman Fiske requested this be referred to the Human Services Committee for discussion.

Legislative History:

This portion of the City Code was last amended in 2011 to provide for administrative adjudication in lieu of physical arrest for offenders caught with less than 10 grams of marijuana. Cases involving possession of more than 10 grams of marijuana continue to be referred to the Second district of the Cook County Court for prosecution, and officers still have discretion to arrest those with less than 10 grams depending on the circumstances. Since implementing the policy, the number of marijuana-related arrests in Evanston has declined by 46%. Under the current policy, most marijuana possession offenses (69%) now result in a ticket rather than an arrest.

A full report on the marijuana ticketing and arrests since the 2011 code amendment will be discussed at the July 7th, 2014 Human Services Committee Meeting.

Attachments:
Drug Decriminalization in Portugal
Drug Decriminalization in Portugal:

Recreational drugs including marijuana remain illegal in Portugal; traffickers and dealers are still subject to arrest and prosecution. What distinguishes Portugese drug policy is that possession of small amounts of drugs for personal use has been decriminalized since 2001. This includes not just marijuana but all street drugs, including substances like cocaine and heroin. Rather than arresting and prosecuting drug users, individuals caught with small quantities of drugs (defined as the amount needed for 10 days of personal use) are instead given a ticket and subject to an administrative adjudication process before a judge and a healthcare or social worker. The panel can assign treatment, a fine, or community service.

Since the law took effect, Portugese officials have reported increases in the number of drug users seeking treatment and reductions in the number of drug overdoses and STD infections, including HIV. Prior to decriminalization, prison overcrowding had been a major concern, and 44% of Portugal’s prison population was made up of drug offenders. Since 2002 the overall prison population has been reduced, and only 22% of inmates are incarcerated as a result of drug convictions.

Local drug ordinances elsewhere in the US

Several counties and municipalities around the US have passed local drug decriminalization ordinances, though most deal only with marijuana. Portland, Maine passed an ordinance in 2013 to effectively legalize possession of up to 2.5 ounces of marijuana by adults over 21. Several cities in Michigan have also recently decriminalized possession of up to an ounce of marijuana, including Lansing, Flint and Detroit. Most of the Michigan ordinances were adopted by referendum. Because these ordinances are relatively recent, no outcome data is available.

Although many local governments have made policy changes regarding marijuana possession, there has been little if any change regarding other controlled substances. It’s also worth noting that in spite of changes to local regulations, marijuana and other illicit drugs remain illegal under state and federal law, and offenders are still subject to prosecution in state and federal courts.
Memorandum

To: Members of the Human Services Committee

From: Richard Eddington, Chief of Police

Subject: Human Services Committee Report

Date: 28 May 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 7 positive letters and comments received complimenting the department's interactions with the community.

DI 14-04
DI 14-05
DI 14-07
DI 14-08
DI 14-10

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

**(EFFECTIVE 05-28-14)**

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### COMPLETED COMPLAINT REGISTERS and DEPARTMENTAL INQUIRIES

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Evanston Police Department
Office of Professional Standards
Departmental Inquiry
April 2014

DI #14-04 Initiated 3/05/14 Completed 4/23/14

Allegation: On March 3 (4:00 p.m.) Complainant One (female) and Complainant Two (male) came to the station and alleged to a Patrol Sergeant that on the previous day (3/2, 5:30 p.m.) the Accused Officer mishandled a Criminal Damage to Property incident (case #14-7617) involving Complainant One’s teenage son and two teenage brothers Complainant Two represents in loco parentis. Specifically, alleged the Complainants, the Accused Officer failed to address the fact that the storeowners placed the youths in chokeholds and did not obtain medical attention for them.

If the above allegations are true, the officer will have violated departmental rules 1, 2 and 20.

Actions Taken, Patrol Sergeant

The Sergeant requested that

- the Accused Officer submit a memorandum detailing the incident
- the storeowner make available relevant footage from his surveillance cameras
- a Juvenile detective follow up on the incident
- the Evidence Technician provide photos of a broken glass door

The Accused Officer’s memorandum states that on March 2 (5:25 p.m.) he responded to a Main Street grocer’s call of “disturbance/criminal damage” and was told three teenagers broke the store’s glass door while fighting one another, then fled. The Accused Officer put out a flash over the air and responding officers located the offenders approximately two blocks from the scene of the incident. When the Accused Officer spoke with them they admitted to “play fighting” outside the store, but claimed the damage occurred while the storeowner and his son were breaking them up, i.e., the storeowners may have caused the damage. The storeowner’s son said he and his father did attempt to break up the fight—whereupon one of the offenders shoved the older man with his forearm and all three youths walked from the scene while the storeowner was calling the police. The storeowner positively identified the detained youths as the participants in the fight, but said he does not want to sign a complaint against them. He does want compensation for the broken door. The Accused Officer drove Complainant One’s son home and released him into the custody of his mother, who began scolding him and threatening to make him live with his father. The youth responded by asserting that one of the storeowners pushed him into the glass and choked him. At no juncture prior to this had the youth complained of injury or of being choked, noted the Accused Officer, i.e., there was no perceived need to call an ambulance to the incident because no one claimed to be injured, nor did anyone appear to be. (The officer noted peripherally that the youth’s mother did not request medical attention in response to her son’s assertion of assault.) Subsequently, said the Accused Officer, he drove the two brothers to their home, where he released them into the custody of their grandmother.

The Sergeant spoke with the grocer, who reported being unable to copy the security video-footage. He also said he no longer is seeking reimbursement for the damage because he fears retribution. He remains adamant about not wishing to seek criminal charges.
Assigned to follow up, the Juvenile detective watched footage of the incident on the store’s security-camera screen. He reported that it shows the juveniles fighting and breaking the glass door by backing into it, i.e., the video does not support the allegations put forth by the teens.

Findings/Recommendation, Patrol Sergeant

The Sergeant isolated two salient factors:

- During the initial investigation the teens did not claim injury, nor did anyone observe injury to them, yet in subsequent written statements they asserted injury. This dichotomy undercuts their credibility, in that it suggests a duplicitous attempt to evade responsibility.

- The store’s surveillance video shows clearly that the teens caused the damage, thereby removing any doubt about their lack of regard for veracity.

Although this incident revealed no officer-training issues, stated the Sergeant, he nonetheless counseled the Accused Officer that in similar future incidents he should bring the offenders into the station and complete contact sheets.

Based upon the foregoing, the Sergeant recommended (4/07) to his immediate supervisor, a Patrol Commander, that no further action be taken, that the matter be logged as a departmental inquiry, and that it be closed with a disposition of unfounded. The Commander concurred and so advised (4/14) his immediate supervisor, the Deputy Chief of Field Operations, stating “I find the juveniles’ version of what occurred...totally lacks credibility.” The Deputy Chief similarly concurred. He recommended (4/22) a disposition of unfounded to the Chief of Police, who approved (4/23) the recommended disposition.

Disposition: Unfounded

Kmt

CPAC: 5 members agree with disposition; 1 member, no response
EPAC: 2 members agree with disposition; 2 members, no response
Allegation: On March 5 (1:00 p.m.) the Complainant phoned the department’s Office of Professional Standards (OPS) to allege that on that date (9:00 a.m.) the Accused Officer damaged her vehicle by kicking it. Hearing the kick she stopped to ask what happened, whereupon the officer disrespectfully employed profanity to admonish her “to [expletive] stop” if he signals her to stop. She told him she hadn’t seen him because there was fresh snow on her windshield, to which he replied, “Clean your [expletive] window!”

If the above allegations are true, the officer will have violated departmental rules 1, 2 and 18.

Actions Taken, OPS Sergeant

The OPS Sergeant told the Complainant they would need to discuss the matter further and also the Sergeant would need to view the alleged damage. To accomplish those objectives, the two agreed to meet at the station on March 11 (10:00 a.m.) The Complainant failed to keep that appointment, although she later phoned to say she wanted to follow through on the complaint. However, she said, she was unsure when she would be able to come to the station.

The OPS Sergeant forwarded the matter to the Field Operations Division for investigation.

Investigation, Patrol Sergeant

Assigned to investigate the matter, the Patrol Sergeant reviewed a memorandum the Accused Officer had submitted to another supervisor, detailing his recollection of the March 5th encounter. The memo stated that the Accused Officer and other officers were assisting at a three-car crash with injuries. The Accused Officer entered the Madison/Elmwood intersection to stop traffic in response to the approach of a fire truck traveling to the scene on Madison, lights and siren activated. The Complainant’s vehicle was approaching the intersection, northbound on Elmwood. When it was approximately 60 feet away from him and showed no signs of slowing down/stoppping, said the Accused Officer, he put up his hand as a signal for it to stop. Instead, the vehicle entered the intersection, forcing the officer to step out of its path to avoid being hit. As the vehicle passed him, said the Accused Officer, he struck the driver’s door with his hand, just below the window, to alert the driver. The Complainant stopped, opened the window, asked, “Is there a problem?” The Accused Officer said he explained the need to stop for a fire truck and at a signal from a police officer. The Complainant apologized, saying she didn’t see him because her vehicle’s windows were covered with snow. He told her to proceed, but instructed her to clear the windows before driving further. She continued northbound on Elmwood.

The Sergeant contacted the Complainant (3/15), who recalled being northbound at the Elmwood/Madison intersection when she noticed police vehicles with lights activated. She did not see anyone signal her to stop, she said. However, she heard a kick in the area of her front driver-side quarter panel/wheel-well, saw the Accused Officer standing in the street, and then stopped—whereupon he addressed her with profanity in the presence of her children.
The Sergeant asked to see the damage, but the Complainant declined, saying a friend already had repaired it (at a cost of $80) and, anyway, the vehicle belongs to her brother. She refused to provide his contact-info and/or to reveal the vehicle’s location.

The Sergeant asked if the Complainant had taken photos of the damage. She said she had, and agreed to e-mail the photos to him. On April 1st and 3d the Sergeant phoned the Complainant, each time leaving a voicemail message saying he wanted to conclude the investigation but still hadn’t received the photos. He ended each call with his contact-info, but the Complainant did not respond.

**Findings, Patrol Sergeant**

Noting there is no video-recording of the incident, nor are there any independent witnesses, the Sergeant found that the Complainant:

- Did not see the Accused Officer kick the vehicle
- Presented no evidence of damage to the vehicle
- Failed to cooperate further in the investigation

Moreover, the Sergeant noted, there is a discrepancy between the Complainant’s telling him the Accused Officer kicked a quarter-panel, whereas the Accused Officer admitted to hitting the driver’s side door with his hand, just below the window.

**Recommendation, Patrol Sergeant**

Based upon his findings the Sergeant recommended (4/07) to his immediate supervisor, a Patrol Commander, that no further action be taken, that the matter be logged as a departmental inquiry, and that it be closed with a disposition of **not sustained**. The Commander concurred and so advised (4/07) her immediate supervisor, the Acting Deputy Chief of Field Operations. Also concurring, the Acting Deputy Chief recommended (4/07) a disposition of **not sustained** to the Chief of Police. The Chief of Police approved (4/07) the recommended disposition.

**Disposition:** Not sustained

Kmt

CPAC: 5 members agree with disposition, 1 member, no response
EPAC: 2 members agree with disposition, 2 members, no response
Allegation: On March 20 the Complainant came to the department’s Office of Professional Standards (OPS) to allege that the Accused Officer is culpable for having displayed poor judgment in citing him (3/17, 10:45 p.m.) during an IDOT seatbelt-enforcement campaign. The Complainant admits to not wearing his seatbelt, but believes that citing him (case #14-65662) for that failure was excessive. He asserts a warning would have been appropriate. Further, alleged the Complainant, the Accused Officer treated him disrespectfully and denied him emergency assistance.

Evaluation, Traffic Bureau Sergeant

The Traffic Sergeant was supervising the seatbelt-enforcement campaign. He therefore responded to the incident scant minutes after the Accused Officer and his partner initiated it. Indeed, the Sergeant was present when the Complainant exited his car and faced the Accused Officer and his partner in an aggressive manner. The Sergeant told OPS the Accused Officer ordered the Complainant back into the car—several times, inasmuch as the driver refused to comply. What’s more, while they were at this stalemate the Complainant put his right hand into his coat pocket while facing the officers. This caused the Accused Officer to order the Complainant to remove his hand and, the Traffic Sergeant noted parenthetically, caused him to place his hand on his own weapon. Overall, the driver was uncooperative and would not comply with any verbal command. Finally the Accused Officer approached the Complainant, took hold of his right arm, walked him to the rear of his car, and offered him one last chance to reenter his vehicle, thereby avoiding arrest. The Complainant finally complied. The Sergeant seized the opportunity to explain the stop to him, but instead of listening the Complainant repeatedly called 9-1-1.

In sum, stated the Sergeant in his March 20th memorandum to OPS, “At no time was any officer rude or unprofessional, including myself. This was a lawful and proper traffic stop [and] no departmental violation occurred.” He recommended the incident be closed as unfounded.

Action Taken, Patrol Commander

On March 17 (i.e., on the date of the incident and prior to his visit to OPS), the Complainant visited the Patrol supervisors’ office. He told the Commander he wanted to complain about being cited as a result of the IDOT seatbelt campaign. The Commander asked if the Complainant had spoken with the Traffic Sergeant on-scene. The Complainant replied affirmatively, adding “He’s an asshole, too.”

The conversation between the Complainant and the Commander lasted about 15 minutes, stated the Commander in a March 20th memorandum to OPS. During that time the Complainant did not allege anything that would constitute a rule violation. However, he put forward the following questions/declarations:

1) It was night. How did they see I wasn’t wearing a seatbelt?
2) How can Evanston cite me for a Chicago violation?—I was driving on Howard Street.
3) I was told I could be arrested for not complying with verbal commands.
4) They ordered me to stop calling 9-1-1.
5) Instead of being cited, why wasn’t I warned and told to put on my seatbelt?

The Commander reported having responded to the above questions/remarks as follows:

1) There are numerous tactics. The Commander didn’t know which one the officers used.
2) The Complainant was driving in a part of Howard Street that is Evanston’s jurisdiction.
3) Verbal orders about being in/out of a vehicle are lawful and failure to comply can lead to arrest.
4) 9-1-1 is reserved for emergencies. The Complainant did not have an emergency, ergo the command to stop calling 9-1-1 was lawful.
5) The issuance of a citation rather than a warning is at the discretion of the officer.

Note: The Complainant several times asked the Commander to “get rid of” the ticket. The Commander advised that he could not.

By conclusion of their meeting the Complainant seemed to understand the answers provided him. Nonetheless, he said he would be contesting the ticket and asked that the Commander talk to the officers about the Complainant’s concerns and about the officers’ use of discretion.

**Recommendation, OPS Commander**

In a March 30th memorandum the OPS Commander advised the Chief of Police that, based upon the foregoing and upon her personal review of the stop’s video-recording, she found the Complainant’s behavior, attitude and non-compliance to be the stop’s only unreasonable aspects. The Commander requested that the Chief of Police approve logging this matter as a departmental inquiry and, without further action, closing it with a disposition of **unfounded**. The Chief of Police approved that disposition (4/01).

**Disposition: Unfounded**

Kmt

CPAC: 4 members agree with disposition, 1 member, exonerated, 1 member, no response
EPAC: 2 members agree with disposition, 2 members, no response
Evanston Police Department
Office of Professional Standards
Departmental Inquiry
May 2014

DI #14-08 Initiated 4/10/14 Completed 4/28/14

Allegation: On April 10 the Complainant came to the department's Office of Professional Standards (OPS) to allege that on the previous evening the Accused Officer treated him rudely, e.g., with disrespect and condescension, when the Complainant honked his horn to protest the officer's blocking an entire lane of traffic with his vehicle.

If this allegation is true, the Accused Officer will have violated departmental rules 1, 2 and 18.

The Incident, per the Incident Report

On April 9 (7:00 p.m.), while the Accused Officer and his partner patrolled northbound in the 100 block of Custer, a southbound Chicago squad stopped in front of 112 Custer and motioned the Evanston squad over for the purpose of exchanging information about a theft. During this brief exchange a vehicle pulled up behind the Chicago unit and its driver (the Complainant) honked the horn, stuck his head out of the window and yelled something unintelligible, then once again honked and yelled. The Accused Officer exited his vehicle to speak with the Complainant, who yelled that the officer was blocking traffic. The officer asked if the Complainant had an emergency, as the Illinois Vehicle Code states a horn is to be sounded only in an emergency. The Complainant replied that his emergency was transporting his teenage son home. The Accused Officer asked to see the Complainant's driver's license and proof of insurance. The Complainant immediately produced a license, but said his proof of insurance was in the rear of the car and he needed to exit to get it. The officer allowed him to do that. As the Complainant locked for his proof of insurance he continued to yell and was visibly shaking. He requested the officer's name (provided) and stated he would be contacting a supervisor. After finding his proof of insurance the Complainant returned to the driver's seat of his vehicle and the Accused Officer went to his squad to run the Complainant's name through LEADS (with negative results). The officer then went back to the Complainant's vehicle to return his license. He found him on the phone, speaking with a Patrol Sergeant. The Accused Officer returned the license, issued a verbal warning regarding the Complainant's horn-use, and sent him on his way.

Findings/Recommendation, Patrol Sergeant

The Sergeant found that

- The stop was justified, in that the Illinois Vehicle Code restricts use of the horn to emergencies.
- The Accused Officer's vehicle was not blocking traffic, it was in drive, and the officer had his foot on the brake until he put the vehicle in park to perform the traffic stop.
- The Complainant told OPS the Accused Officer threatened him, yet when asked to provide specifics said only that the officer stood close to him, thereby making him nervous and uneasy, and that when the Complainant voiced his intention to contact a supervisor, the officer replied, "I don't care who you call," a comment the Complainant found condescending.
- The Accused Officer had the right to cite the Complainant, yet he chose to issue a verbal warning—an act neither “threatening” nor vindictive.
Based upon the foregoing, the Sergeant found the evidence presented insufficient to prove/disprove the allegation. He therefore recommended (4/26) 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**.

**Recommendation, Patrol Commander**

Having run the Complainant’s name through I-Clear and found two relevant entries
[CB14674177 stating, “The subject became combative with the officers,” and CB14115669 stating, “A struggle ensued and the officers used necessary force to subdue the subject”], the Commander interpreted this history to suggest the Complainant “may have a problem with police officers.” Supposition aside, however, in the present instance it is apparent the Complainant instigated the encounter, said the Commander, concurring with the Sergeant’s assessment. The Commander recommended (4/26) to his immediate supervisor, the Deputy Chief of Field Operations, that the matter be logged as a departmental inquiry and closed with a disposition of **not sustained**. Similarly concurring, the Deputy Chief presented (4/28) a recommendation of **not sustained** to the Chief of Police, who approved it (4/28).

**Disposition:**  **Not sustained**

Kmt

CPAC: 5 members agree with disposition, 1 member, no response
EPAC: 2 members agree with disposition, 2 members, no response
EVANSTON POLICE DEPARTMENT
Office of Professional Standards
Departmental Inquiry
April 2014

DI #14-10 Initiated 4/04/14 Completed 4/29/14

Allegation: On April 4, at the police station, the Complainant filed a Complaint Register alleging that the Accused Officer unlawfully stopped him at 11:00 p.m. on that date, stated “Get your ass out of the car before I drag your ass out,” and detained him, handcuffed, in the back of a squad car. Throughout the stop the officer was rude, unprofessional, and intimidating, stated the Complainant, released on-scene without charges.

If the allegations are true, the Accused Officer would have violated departmental rules 1, 2 and 19.

The Incident, per the Incident Report

Dispatched (4/04, 10:30 p.m.) to a noise complaint (barking dog) the Accused Officer spoke with the on-site landlord (initiator of the complaint) after failing to make contact with anyone in the ground-floor unit in which the dog was barking, The landlord advised that the barking is an ongoing problem for which the tenant has been cited numerous times. He provided the tenant’s name and that of her son (22 yoa), as well as the plate number of the latter’s BMW. The officer then returned to his vehicle to write a citation. While thus engaged he noticed a black BMW pass by, driven by a young white male (the Complainant). The vehicle continued south to Greenwood, then turned left. Shortly thereafter this sequence repeated. Then, as the officer was posting the citation on the residence’s door, the sequence repeated a third time. The officer drove to the 1400 block of Florence where he came upon the BMW curbed, but occupied and running. As he approached the vehicle the Complainant—speaking on a cell phone—started to roll up the window. The officer tapped on it with his flashlight and asked the Complainant to roll the window back down so the two might talk about the fact that he passed his residence three times when he saw an officer there. The Complainant angrily denied having done so. The officer then asked to see the Complainant’s driver’s license. The Complainant said he didn’t have one; he was driving on a ticket stored in the vehicle’s center console. Then he yelled into the phone, “Mom, he’s gonna beat me. He’s demanding my ID.” This peculiar behavior, coupled with the Complainant’s overall hostility, caused the officer to request back-up. Then he asked the driver to put down the phone and step out of the car. At this the youth yelled into the phone, “Mom, he’s about to break my phone. I have to go.” Back-up arrived and the Complainant did get out of the car. However, he grew progressively louder as he adamantly refused to explain why he drove by his residence three times and then parked a block away from it. The officer told the Complainant he was going to handcuff him and place him in the back of the police vehicle while he retrieved the ticket from the console. The officer also asked Dispatch to check LEADS for warrants outstanding against the Complainant. LEADS came back negative on warrants, but reported a history of drug violations. The Accused Officer then began to suspect the driver’s odd behavior might be due to his having something illegal hidden in his vehicle. A search of the vehicle disclosed nothing beyond a couple Swisher Sweets, used by marijuana smokers. The Accused Officer then took the driver from the squad, removed the handcuffs, and released him.

Actions Taken, Patrol Sergeant

Accompanied by his mother, the Complainant came to the police station immediately following the incident and advised the Patrol Sergeant that he wished to file a complaint against the
Accused Officer. Accordingly, the Sergeant initiated the process by providing a Complaint Register which the Complainant completed and which the Sergeant forwarded to the Office of Professional Standards.

Subsequently assigned to investigate the complaint, the Patrol Sergeant directed the Accused Officer to submit a memorandum detailing the incident. Complying, the Accused Officer essentially reiterated the incident report, adding only that he at no time raised his voice at the Complainant, and he was neither aggressive toward nor mean to him. The officer said the only time he put a hand on the Complainant was when he patted him down for weapons before putting him in the rear of his police vehicle.

Findings/Recommendation, Patrol Sergeant

On the night of the incident, the Sergeant reported to a Patrol Commander who is his immediate supervisor, the Complainant used profanity throughout their meeting at the police station. He was rude, refused to listen to anything the Sergeant attempted to say, and insisted on filing a formal complaint. Indeed, noted the Sergeant, he advised the Complainant that his demeanor was making it difficult for the Sergeant to believe the Complainant behaved any differently during the incident with the Accused Officer. The Sergeant said he watched the in-car video and listened to the audio. He did not hear the Accused Officer use any inappropriate language.

Finding that the Accused Officer attempted to investigate the dog complaint and, upon locating the Complainant, tried to work out the problem, the Sergeant recommended (4/23) to his supervisor, the Patrol Commander, that no further action be taken and that this matter be logged as a departmental inquiry and closed with a disposition of unfounded.

Recommendation, Patrol Commander

Concurring with the Sergeant’s assessment and conclusion, and finding no indication of a need for further training, the Commander recommended (4/26) to his immediate supervisor, the Deputy Chief of Field Operations, that the matter be closed with a disposition of unfounded. Similarly concurring, the Deputy Chief recommended (4/28) a disposition of unfounded to the Chief of Police. The Chief of Police approved that disposition (4/29).

Disposition: Unfounded

Kmt

CPAC: 5 members agree with disposition, 1 member, no response
EPAC: 2 members agree with disposition, 2 members, no response
Evanston Police Department
Office of Professional Standards
Complaint Register Form

Date: 3-3-2004

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

State of Issuance: [Redacted]  Number: [Redacted]

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

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

2. Location of Incident: [Redacted].

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

   [Redacted]

4. Are there any witnesses you wish to be contacted during this investigation? [Redacted]

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

   [Redacted]

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

   [Redacted]

   [Redacted]

   [Redacted]

   [Redacted]

   [Redacted]

   [Redacted]

   [Redacted]

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

State of Issuance    Number

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

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

2. Location of Incident: [REDACTED].

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

   [OFFICER] [REDACTED]

   [OFFICER] [REDACTED]

   [OFFICER] [REDACTED]

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

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

   [REDACTED]

   [REDACTED]

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

   [REDACTED]

   [REDACTED]

   [REDACTED]

   [REDACTED]

   [REDACTED]

   [REDACTED]

   [REDACTED]

   [REDACTED]

   [REDACTED]

FOR POLICE USE ONLY:
DATE COMPLAINT RECEIVED: 03-03-14
RECEIVED BY: [REDACTED]

Rev 01-01-04
DATE: 04.09.2014

My name is __________, I am _______ years of age and my date of birth is __________. My home address is __________, zip code __________. My home phone number is __________ or I can be contacted at this number __________.

Identification Card or Drivers' License Number is __________, State of Issuance __________, Number __________.

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

1. Date of Incident: __________. Approximate time of incident: __________.

2. Location of Incident: __________.

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

   [Redacted]

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

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

   [Redacted]

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

   [Redacted]

   OFFICER [Redacted] AND A CHICAGO POLICE OFFICER VEHICLE WERE BLOCKING BOTH LANES OF TRAFFIC CAUSING A SLIGHT TRAFFIC JAM. THEY HAD NO FLASHERS ON WHILE HOLDING THIS CONVERSATION. I BROKE MY NOSE AND HIS ATTITUDE AND DEAMENOR

FOR POLICE USE ONLY:

DATE COMPLAINT RECEIVED: 04.10.14 RECEIVED BY __________

OPS NO: 01.14.09

Rev 12-1-2010
COMPLAINT NARRATIVE CONTINUED:

Took over. He kept approaching me.

Invading my space like I broke the law.

His reasoning was they were discussing
police business. They had no flashers on or
emergency anything. Then, just stopped suddenly
blocking both lanes of traffic.

I tried calling the shift commander
when the officer said to me angrily, "he
doesn't care who I call.

He let me go with a warning and
then a threat.

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

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

8-9-2014

Date

Witness Signature

04-10-14

Date

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

OPS NO: 01 14-08

26 of 79
My name is [redacted]. My home address is [redacted], zip code [redacted]. My home phone number is [redacted]. My State Identification Card or Drivers’ License Number is [redacted].

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

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

2. Location of Incident: [redacted].

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

   Officer [redacted]
   Officer [redacted]

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

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

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

   [redacted]

   FOR POLICE USE ONLY:
   DATE COMPLAINT RECEIVED: [redacted] RECEIVED BY: [redacted]
   OPS NO: [redacted]
   Rev 01-01-04
COMPLAINT NARRATIVE CONTINUED: Mom, she didn’t pick up so I went to park my car and keep calling her while I’m parked on the street, she didn’t pick up so I kept calling while parked on Florence, out of nowhere, a [REDACTED] by the name of [REDACTED] is flashing his flashlight in my car window. I noticed he pulled behind my car it’s the same car from my house I passed so I roll down my window while still calling my mom to see where impicking her up, she finally dials her phone while I’m rolling down window for [REDACTED] He says to exit my car I say can my mom stay on the phone while I exit the car and is there a problem officer what’s going on, he says you didn’t stop in front of your house, I say that’s not against the law I’m just calling my mom to see where to pick her up that’s all, I say again can my mom stay on the phone, he says, “no now get your ass out of the car before I drag you rass out”, he says it with a violent intimidating voice, I was very scared it was very unprofessional, I got out the car he asked for id I said tickets are in middle console, but, I didn’t have any law why do you need Id, that’s all I said and this guy said you ain’t comportly no-ass going to jail, slapped handcuffs on me and threw me in the backseat. This man acted like a gangsta with a badge and I did nothing disrespectful to warrant this behavior.

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

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

[Notary Public Seal]

4/4/2014

Date

Witness Signature

[Notary Public Signature]

4/4/2014

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.
### DISPOSITIONS

<table>
<thead>
<tr>
<th>Disposition</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Unfounded</td>
<td>Allegations false; no credible evidence to support them</td>
</tr>
<tr>
<td>Withdrawn</td>
<td>Complainant withdrew complaint</td>
</tr>
<tr>
<td>Unresolved</td>
<td>Complainant failed to cooperate in the investigation</td>
</tr>
<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>
</tr>
</tbody>
</table>
LETTERS
&
INFORMATION
PHONE CALL COMPLIMENTING OFFICER

Date: April 23, 2014

Caller: [Redacted]

Complimenting praiseworthy police work by: Service Desk Officer Gina Alexander

Reference: [Redacted] states his wife's wallet was stolen from her purse. They found this out when Chase Bank called them to inform them someone tried to use their credit card at Wal-Mart. They came to the police department to make a report and Ms. Alexander did a very good job assisting them. She was nice, courteous, and professional. She deserves to be complimented; she gave 150%. All the information Ms. Alexander gave them was correct.

Submitted by: Michelle Smith, Admin. Secretary

Cc: Compliment Board
    Personnel File
    Officer/Staff Member
    Supervisor
April 25, 2014

Chief Edington
Evanston Police Department
1454 Elmwood Avenue
Evanston, IL  60201

Re:  Officer Tony Sosa & Canine Rony

Dear Chief Edington:

Please accept my compliments for the supportive role that both Officer Tony Sosa, and Canine Rony played when our institution held a student locker search session on April 23, 2014.

Officer Sosa demonstrated the leadership style and professionalism; and his willingness to participate made the program successful.

Thanks again to Officer Sosa and Canine Rony for a job well done!

Sincerely,

Sam Pettineo
Director of Safety
Evanston Township High School
847.424.7510

cc:  Officer Tony Sosa
May 12, 2014

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

Dear Chief Eddington:

I would like to extend my personal thanks to you for sending one of your motorcycles to display at our annual Open House Sunday May 4th. As always, we had a large turnout.

The Police Open House is an important and popular community event. I appreciate your support in the annual endeavor.

Sincerely,

Brian King

Brian King
Chief of Police
Police Chief: Richard Eddington
14541 Sheridan Avenue
Evanston, Illinois 60201

Dear Sir,

I was contacted by a most unsavory person. My land phone number & a rental were mentioned in the face of my deactivated I phone. I was afraid of the caller because he spoke in a "misappropriate seductive " manner. I called the police and [name deleted] his deputy Joe Bucltzy of the 154 were quick to help. Through their efforts they found the finder of once a convicted felon found him, returned my phone and nobody was hurt. I think the officers should be congratulated and I told how much they are appreciated.

Yours truly,

[Name Deleted]
Village of Skokie

May 15, 2014

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

Dear Chief Eddington,

On behalf of the entire Skokie Police Department, I would like to take this opportunity to express our gratitude for the assistance of your canine handler, Officer Sosa, #103.

On May 13, 2014, Skokie officers responded to the area of [redacted] and [redacted] after a report of a man with a gun. The officers located two subjects in the area that matched the description of the offenders. Upon seeing our officers the offenders fled the area on foot. Our officers were able to locate one offender and one loaded handgun. Officer Sosa and K9 Rony responded to the area to assist in the search for the other offender. Although the other offender was not located, Officer Sosa and K9 Rony were able to locate a second loaded handgun in bushes near the area where the offenders dropped the other weapon.

Office Sosa and K9 Rony were able to locate a dangerous weapon that had been left in a resident’s yard. Please express our gratitude to Officer Sosa for his assistance and outstanding performance of duty. The Skokie Police Department remains available to assist you at any time.

Sincerely,

[Signature]

Anthony F. Scarpelli
Chief of Police

AFS/mh
Village of Skokie

May 20, 2014

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

Dear Chief Eddington:

My name is [REDACTED]. I coordinate an early intervention/prevention program for the Village of Skokie and contacted Patrice Quehl to inquire about the various programs the Evanston Youth Services Bureau is implementing.

Patrice and Arica Barton, took the time to meet with a co-worker and myself to discuss the services that are available through their office. We were thoroughly impressed with the services provided and the commitment that Patrice and Arica have for the children and families in the community.

On Wednesday, May 14th, I was given the opportunity to experience, firsthand a Peace Circle that Patrice facilitated. It was truly an eye-opening experience. The families that participated walked out of the police department, exchanging telephone numbers and were hopeful the fighting between their daughters has come to an end.

I wanted you to know that Patrice and Arica have been very helpful in sharing their knowledge and insight. The valuable work that Patrice, Arica and others in Youth Services provides is truly a wonderful addition to the Department and Community.

Sincerely,

Youth Outreach Coordinator
847.982.5939

cc: P. Quehl
A. Barton
Dear E.P.D. Thank you very much for having me with you guys. I learned a lot about law enforcement from you. Very interested in this field. Thank you!!
Memorandum

To: Human Service Committee

From: Joseph McRae, Deputy City Manager/Director
       Parks, Recreation & Community Services

Subject: Consideration of Mayor Tisdahl’s Recommendations regarding the Cradle to Career Initiative

Date: May 29, 2014

Recommended Action:
Mayor Elizabeth Tisdahl requests that the Human Service Committee consider the six recommendations regarding the Cradle Career initiative and direct staff to proceed accordingly.

Funding Source:
The proposed City contribution to the Cradle to Career initiative is $50,000. Pending council approval, a formal funding request would be brought before City Council via a separate agenda item.

Summary:
At the May 19, 2014 City Council meeting, representatives from the Cradle to Career planning committee provided an overview of the initiative. The mission of Cradle to Career is as follows:

By the age of 23, all Evanston young adults will be leading productive lives, building on the resources, education, and support that they and their families have had to help them grow into resilient, educated, healthy, self-sufficient, and socially responsible adults.

City Council discussed the matter and referred the item to the Human Services Committee for additional review and consideration.

Since that meeting, Mayor Tisdahl has provided the following recommendations, to be considered by the committee, as proposed guidelines for City participation in the initiative:
1. That a City Council member serves on the planning committee. The Mayor has tentatively selected Alderman Holmes for this task.

2. That there is City Council representation on the formal steering committee. The Mayor would formally appoint an Alderman.

3. That the Cradle to Career steering committee include, at minimum, one member of the community from the initiative’s target population.

4. That the Cradle to Career planning committee work with Northwestern University to serve as the collector of the data for the initiative.

5. That the City has input on the data to be collected and the metrics to be measured.

6. That all data collected as a result of the Cradle to Career initiative be public and accessible to all members of the group.

In light of the Mayor’s recommendations, staff is asking for direction on how to proceed with the Cradle to Career initiative.

**Attachment:**
Cradle to Career 2014 Launch Brochure
By the age of 23, all Evanston young adults will be leading productive lives, building on the resources, education, and support that they and their families have had to help them grow into resilient, educated, healthy, self-sufficient, and socially responsible adults.
The Evanston Cradle to Career initiative is an effort to mobilize our community assets to make a lasting difference in the lives of our community’s children and youth.

Our vision is that by the age of 23, all Evanston young adults will be leading productive lives, building on the resources, education, and support that they and their families have had to help them grow into resilient, educated, healthy, self-sufficient, and socially responsible adults.

Our work on Evanston Cradle to Career began in October 2012 when the leaders of many community-based organizations discovered that their goals were closely aligned with those of other groups. The organizations also realized that, when strung together, their work covered birth to the post-secondary years and spanned a wide variety of issues that impact outcomes. They invited still more community organizations to join them in what became a series of conversations with Professor Michele Shumate of Northwestern University to learn more about “collective impact” as a means of working together to accomplish these related goals.

Following those meetings, a smaller group of nominated and encouraged leaders emerged. They agreed to take the broad definitions created within the large group and develop from them a definition of the community’s vision and a system of shared accountability for moving forward together to accomplish these related goals.

What is collective impact?

Collective impact is an effort to move the needle on a specific but complex community problem. Collective impact initiatives are “long-term commitments by a group of important actors from different sectors to a common agenda for solving a specific social problem whose actions are supported by a shared measurement system, mutually reinforcing activities, ongoing communication, and are staffed by an independent backbone organization.”

Key collective impact points found in Evanston Cradle to Career model:
- Shared common vision of change and problem
- Shared measurement system of outcomes not outputs
- Mutually reinforced coordination, not necessarily collaboration
- Continuous high-level communication by top leaders in organizations
- Backbone support organization including, at minimum, a full-time coordinator and a data-analyst
- Realignment of funding to long-term commitment to shared goals and measurable outcomes
Equity: We recognize issues of racism and disparity in our community and will work collectively to establish an inclusive community based upon equitable access and opportunity for all children, youth, and young adults in Evanston.

Shared Responsibility: We acknowledge that we are all responsible for the success of our young people and are committed to maximizing the potential of each child, youth, and young adult from early childhood to age 23.

Collective Impact: We commit to work in an intentionally coordinated manner, guided by a mutually agreed-upon shared performance measurement system, to achieve our shared vision for all Evanston youth.

Community Engagement and Development: We commit to partner with the people most affected by this community initiative, as equal stakeholders, to help lead the development and implementation of these joint efforts.

Positive Support Structures: We commit to ensure that Evanston children, youth, and young adults, as well as their families, have the positive support structures they need to be successful. These supports include, but are not limited to, social services, emergency assistance, housing assistance, workforce development, mentoring, and financial literacy.

Resources: We commit to leverage and direct our collective existing and future resources toward the accomplishment of the Evanston Cradle to Career vision.

Holistic Learning & Growth: We recognize that learning and education occur in various settings throughout the community and we will be intentional in fostering an atmosphere that encourages and provides life-long learning/educational opportunities to all.
Measurement Matters

We are developing a mutually agreed upon shared performance measurement system to ensure that the hard work we are doing together is making a difference in the lives of our children and youth.

By advancing these metrics, we are committing to supporting data collection and to making this information transparent both among the Evanston Cradle to Career network and to the entire community.

Most importantly, we are committed to making decisions guided by whether efforts are making a difference. We need to be able to answer, accurately and honestly, “All of our community’s children are doing well.” If all our children are not doing well, then we need to intensify our attention, resources and work to help them grow into resilient, educated, healthy, self-sufficient, and socially responsible adults.

Rather than look one time at a snapshot of Evanston as it is today, we commit to looking at a sequence of such snapshots over time. Experiences in other communities and academic research show that there is a broad array of “social indicators,” or circumstances, that bear on a child’s likelihood of progressing in a healthy and productive way through life. Using a series of snapshots, we will be looking at education, health, community, and career and employability to identify and address barriers and obstacles to our children’s success. This ongoing scrutiny of how well our community is succeeding with all our children is made possible by a data-driven collective impact approach. All of these indicators will be disaggregated by socioeconomic status, race, ethnicity and gender wherever possible.
Operational Structure

The Evanston Cradle to Career initiative is organized into a strategic framework consisting of a steering committee, solution design teams, and community coalitions focused on a common vision.

Steering Committee
The complex nature of large-scale social impact requires a long-term commitment and a multi-level operational structure to coordinate the participation across the community at large. The work of the teams and coalitions and of the initiative as a whole is guided by a steering committee which includes representatives from key organizations as well as individuals touched by the issues. The steering committee must ensure a centralized infrastructure, a dedicated staff, and a structured process to maintain and advance a common agenda, shared measurement, continuous communication, and mutually reinforcing activities among all participants.

Solution Design Teams
Solution design teams are intended to cross traditional boundaries, mixing participants from across the community. These teams will include both organizational representatives and community members focused on key areas of the Evanston Cradle to Career vision. Each solution design team will develop a theory of action, making visible the chain of events that is necessary to “move the needle” on shared measures. This includes harnessing existing strategies as well as developing new evidence-based practices to address needs that are discovered through examining the data collected and disaggregated across organizations.

How it Will Work

The solution design teams will meet regularly to share results, learn from each other, and refine their collective work based on their learning. Each solution design team is responsible for communicating its activities more broadly with other organizations so that the circle of alignment can grow within the community.

The solution design teams will focus on:
- Literacy
- Community stability including housing and poverty
- Mental and physical health and safety
- Career and postsecondary readiness
- Parent engagement

Community Coalitions
The community coalitions are based on populations or issues specific to a population. These community coalitions will review the data related to the topic areas that they represent. They will review strategies and provide feedback to the solution design teams. They will encourage best practice dissemination and will coordinate services across agencies that are pertinent to their topic area. The community coalitions will meet at least four times annually.

Examples of existing coalitions are:
- Early Childhood Education: Childcare Network of Evanston networks, Evanston Community Foundation Every Child Network
- LAN: Youth serving and education network
- WorkNet partners
- Health: Pioneering Healthy Communities
A steering committee is responsible for hiring all personnel, providing oversight for their work, determining management structure including development of backbone infrastructure, fund development for the initiative, and all program related decisions.

The steering committee will be composed of representatives of the solution design teams and representatives of key institutions and organizations committed to Evanston Cradle to Career. The steering committee is charged with guiding the way that the solution design teams and community coalitions set goals and create initiatives, supervising the overall data analysis and collection, and providing guidance, training and development needs (i.e. listening with deep empathy, community organizing). Further, the steering committee is charged with identifying and building systems that will encourage coordination among partner agencies.

Implementation of this initiative requires staffing dedicated to the project. An executive director will be hired to manage and direct the Evanston Cradle to Career effort. A data analyst will be employed to provide oversight in data collection and to lead the statistical analysis of the metrics that we will be tracking.

Fiscal sponsorship is to be provided by the Evanston Community Foundation, acting as the fiscal sponsor for this initiative. A qualified 501(c)3 ensures that gifts and grants are treated as tax deductible contributions, maintains records, reports to the steering committee, and pays the bills.

### Initial Evanston Cradle to Career Start-up Structure

#### Steering Committee
- Focus on community involvement, leadership and mentorship
- Supervise executive staff and overall data analysis and collection
- Ensure racial and cultural competence
- Coordinate system

#### Community Coalitions
*Include and build on existing coalitions*
*Meet a minimum of four times annually*
- Early childhood education:
  - Evanston Community Foundation
  - Every Child Network, Childcare Network of Evanston networks
- LAN: youth serving and education network
- WorkNet partners
- Health: Pioneering Healthy Communities

#### Solution Design Teams
*Twice monthly meetings*
- Literacy
- Community Stability and Safety (including violence, housing, poverty)
- Health and Well-being
- Career and Post-Secondary Readiness
- Parent Connections
Funding a successful Evanston Cradle to Career effort is based on a collective financial commitment to its vision and principles. In keeping with those principles, the majority of the funding for Evanston Cradle to Career will come from local partners, and every participating organization will contribute something. This plan both underlines the commitment of individual organizations to the collective goals and avoids competition with individual organizations’ fundraising. Evanston Cradle to Career is woven into the budgets and the work of each organization. As the initiative becomes established and new opportunities are identified, additional funds will primarily be solicited via foundation grants. The initial Evanston Cradle to Career budget is estimated to be $250,000 and will include staffing and benefits, data management resources, meeting and administrative costs, and fiscal sponsorship fees.

### Year One Contributions by Organizational Budget

<table>
<thead>
<tr>
<th>ORGANIZATIONAL BUDGET</th>
<th>PARTNER CONTRIBUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Largest organizations</td>
<td>$50,000</td>
</tr>
<tr>
<td>$10 million +</td>
<td>$10,000</td>
</tr>
<tr>
<td>$5 - $10 million</td>
<td>$7,500</td>
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<tr>
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<td>$5,000</td>
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<td>$750</td>
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<td>&lt;$250,000</td>
<td>$500</td>
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### Timeline for Implementation

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
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</thead>
<tbody>
<tr>
<td>March 28, 2014</td>
<td>Community-wide meeting</td>
</tr>
<tr>
<td>April – June</td>
<td>Presentations at organizations – continue to seek Participation Agreements – target for initial Agreements is June 30, 2014</td>
</tr>
<tr>
<td></td>
<td>Working group continues to refine and expand concepts, materials, plans – develops budget – continues discussions of initial and near-term organizational structures / backbone concept – outlines initial framework for steering committee selection process</td>
</tr>
<tr>
<td>June 30, 2014</td>
<td>Target date for initial Participation Agreements secured</td>
</tr>
<tr>
<td>Early July</td>
<td>Meeting of organizations who have signed Participation Agreements to affirm / revise steering committee selection process – select steering committee</td>
</tr>
<tr>
<td>Late July</td>
<td>Initial steering committee meeting – meets twice monthly through 2014 – hold initial planning meeting – job descriptions finalized – search process established</td>
</tr>
<tr>
<td>August</td>
<td>Steering committee meets twice – continues work projects (above) – develops a draft timeline through December 2015 – maintains an 18-month rolling timeline (updated every six months at which time six additional months are added) – Posting of positions (Evanston Cradle to Career Executive Director and Data Analyst)</td>
</tr>
<tr>
<td>September</td>
<td>Steering committee meetings</td>
</tr>
<tr>
<td></td>
<td>Interviews / selection for positions with representatives from the steering committee</td>
</tr>
<tr>
<td>October</td>
<td>Steering committee meetings</td>
</tr>
<tr>
<td></td>
<td>Executive Director and Data Analyst begin employment</td>
</tr>
<tr>
<td></td>
<td>Large group meeting – development of Solution Design Teams (meet twice monthly) and Community Coalitions (meet quarterly)</td>
</tr>
</tbody>
</table>
## Timeline for Implementation (Cont.)

<table>
<thead>
<tr>
<th>Timeframe</th>
<th>Activities</th>
</tr>
</thead>
</table>
| November, 2014     | Launch baseline data analysis  
                       | Steering committee and ED develop marketing and communication plan – initiate research and planning for sustainability funding from United Way and others  
                       | Initial meetings of Solution Design Teams – meet monthly |
| December, 2014     | Steering committee updates 18-month rolling plan  
                       | Initial Community Coalition meetings – meet quarterly  
                       | Report to participating organizations and the community |
| Winter 2014-15     | Large group meeting  
                       | Meetings of Community Coalitions |
| Spring 2015        | Large group meeting  
                       | Meetings of Community Coalitions  
                       | Steering Committee updates 18-month rolling plan |
| Summer 2015        | Large group meeting  
                       | Meetings of Community Coalitions |
| Fall 2015          | Large group meeting  
                       | Meetings of Community Coalitions |
| Winter 2015-16     | Large group meeting  
                       | Meetings of Community Coalitions  
                       | Steering Committee updates 18-month rolling plan |

## Learn More

Evanston Cradle to Career members are eager to present to your organization or group about who we are, what we hope to do, and how important it is that you join in the Evanston Cradle to Career effort.

## Join Us!

We need your participation to make Evanston Cradle to Career succeed.

Join Evanston Cradle to Career by:
- Scheduling a board presentation
- Passing your board resolution
- Reviewing and signing participation contract and board resolution
- Securing fiscal resources (signing a check)
- And making a commitment to help Evanston Cradle to Career flourish
Memorandum

To: Human Service Committee

From: Joseph McRae, Deputy City Manager/Director
Parks, Recreation & Community Services
Bob Dorneker, Assistant Director, Parks and Recreation
Michelle Masoncup, Deputy City Attorney

Subject: Approval of Resolution 42-R-14, First Amendment to Sublease Agreement with Evanston Wilmette Golf Course Association (EWGCA)

Date: May 29, 2014

Recommended Action:
Staff recommends that the Human Services Committee approve Resolution 42-R-14 authorizing the City Manager to execute an amendment to the sublease agreement with the Evanston-Wilmette Golf Course Association for the lease of the Peter N. Jans Community Golf Course.

Funding Source:
N/A

Summary:
The City of Evanston has an existing master lease agreement with the Metropolitan Water Reclamation District (MWRD) for the use of the open space property immediately bordering the north shore canal through May 31, 2032. The City subleases a portion of this open space property to the Evanston-Wilmette Golf Course Association (EWGCA), a separate 501c3, for the purpose of operating a golf course. Eleven holes of the golf course are located in the City of Evanston with the remaining seven holes located in Wilmette.

The current sublease agreement between the City and the EWGCA, which is also valid through May 31, 2032, stipulates that the space only be used for the operation of a public golf course. However, in recent years, in an effort to keep the course financially viable and to encourage new visitors to the course, the EWGCA has worked with the City to host a limited number of non-golf related events.
Over the last few months, the EWGCA met and worked with Alderman Grover and City staff to draft the attached amendment to the sublease with the purpose of providing an appropriate process whereby the EWGCA can host non-golf related events in a way that is consistent with other community events that occur at City parks. City staff supports this amendment and has discussed potential ideas such as snow shoeing, movie nights, etc. with EWGA board members that could be co-sponsored.

Some of the highlights of the basic sublease amendment include:

- EWGCA will provide written notice with a schedule of all intended non-golf related special events in January to City staff and will apply for a special event permit for each. (Section 4 – Use of the Demised Premises)
- EWGCA will be permitted to make a Special Use Request to be considered by the City for special one-time non-golf events such as third party fundraiser opportunities. Events will be subject to City review and approval, and the request must be submitted 30 days in advance. (Section 4 – Use of the Demised Premises).
- The amendment clarifies the insurance obligations of EWGCA and strengthens the indemnification clause (Section 7).

This amendment would run concurrently with the existing sublease agreement. Staff asks that the Human Services Committee consider approval of this amendment. Members of the EWGCA and staff will be present as well to address questions from the committee.

Attachment:
Resolution 42-R-14
42-R-14

A RESOLUTION

Authorizing the City Manager to Execute an Amendment to the Sublease Agreement with Evanston-Wilmette Golf Course Association for the lease of the Peter N. Jans Community Golf Course

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

SECTION 1: The City Manager is hereby authorized and directed to execute a First Amendment to the Peter N. Jans Community Golf Course Sublease Agreement ("Amendment") by and between the City and Evanston-Wilmette Golf Course Association, Inc., which is attached hereto as Exhibit "1" and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Amendment as he may determine to be in the best interests of the City.

SECTION 3: This Resolution 42-R-14 shall be in full force and effect from and after its passage and approval in the manner provided by law.

_______________________________
Elizabeth B. Tisdahl, Mayor

Attest:

______________________________
Rodney Greene, City Clerk

Adopted: _________________, 2014
FIRST AMENDMENT TO SUBLEASE AGREEMENT

THIS FIRST AMENDMENT to the PETER N. JANS COMMUNITY GOLF COURSE SUBLEASE AGREEMENT (this "First Amendment"), by and between the City of Evanston, an Illinois municipal corporation (hereinafter referred to as "City") and Evanston-Wilmette Golf Course Association, Inc. (hereinafter referred to as "Association"). The City and Association shall be referred to collectively as the “Parties”.

WITNESSETH

WHEREAS, the Association seeks to continue the operation of a golf course on a portion of property along the canal that the City leases from the Metropolitation Water Reclamation District ("MWRD") pursuant to a master lease agreement dated October 14, 1966 (the “Master Lease”) and extended pursuant to a Lease Extension Agreement dated April 21, 1994; the Master Lease expires on May 31, 2032 (“Master Lease Extension”); and

WHEREAS, the Parties entered into the Golf Course Sublease Agreement dated March 1, 2004 (the "Sublease Agreement"), the terms and conditions of which are incorporated herein by reference and attached to the amendment as Exhibit A, which provides a legal description for the premises (the “Demised Premises”); and

WHEREAS, the Parties have enjoyed several decades of collaboration in operating the aforementioned golf course and desire now to modify certain terms of the Agreement in order to clarify the obligations of each party going forward,

NOW THEREFORE, in consideration of the mutual observance of the covenants, conditions and promises set forth below and in consideration of the lease of the Demised Premises, of TEN DOLLARS ($10.00) and for additional consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

I. AGREEMENT IN FULL FORCE AND EFFECT; DEFINITIONS

The Parties acknowledge and agree that this First Amendment shall supersede, control and be deemed to modify the terms of the Sublease Agreement. In the event of any conflict between the terms and conditions of this First Amendment and the terms of the Sublease Agreement, the parties unconditionally agree that the terms and conditions of this First Amendment shall supersede, prevail and dictate. Any term or condition of the Agreement not addressed within this First Amendment shall remain in full force and effect. The above-referenced recitals are incorporated herein.

II. SECTION 4 – USE OF THE DEMISED PREMISES

1. Subsection 4(a) of the Sublease Agreement shall be amended by adding the following clause at the beginning of the first sentence thereof:

“Except as otherwise hereinafter provided, ….”

2. Subsection 4(b) of the Sublease Agreement shall be redacted and replaced to read as follows:

(b) Uses Outside of Scope of Golf Course Operation:
   i. Association Uses Outside Scope of Golf Course Operation: Any use, which is not considered to be in furtherance of the operation of a golf course provided for in Subsection
ii. Tiered Use Structure (the “Uses”): The Parties seek to formalize the understanding between the Parties with respect to the types of uses that require a special event permit and consent from the City prior to commencement of the activity or use. The guidelines are still subjective, but an attempt to streamline operations going forward.

a. Tier One Uses: Tier One Uses and activities are uses that involve multiple city departments and coordination efforts (Police, Public Works, Parks and Recreation, etc.) and the anticipated participation (greater than 100 people), and impact on the surrounding community is elevated, such as increased traffic congestion and noise. Examples of Tier One Uses include: larger special events such as organized cycling events, cross country skiing races, concerts, charity fundraisers or tailgating for football games.

b. Tier Two: Tier Two Uses and activities are uses that involve coordination efforts with City employees, but the anticipated participation (less than 100 people), the impact on surrounding community is not as significant, and the staff resources needed to mobilize and help coordinate the event is not as significant. Examples of Uses of include: cross-country running races, organized softball tournament, and cross-country skiing races.

c. Tier Three: Tier Three Uses and activities are uses that do not need prior written consent and a special event permit from the City. Examples of such Uses include: running, flag football or cross-country skiing groups using the Demised Premises and not related a race, picnics and barbeques that are not related to a fundraiser or larger organized event.

iii. Coordination of Uses:

a. On or before January 15th of each year, the City and the Association shall confer on the scheduling of, and the permitting for, planned Uses Outside the Scope of Golf Course Operation for the current year. If such Uses Outside the Scope of Golf Course Operation will be recurring and can be scheduled at least three months in advance thereof (e.g., alumni tent parties), then the Association and City shall establish for such recurring Uses Outside the Scope of Golf Course Operation a streamlined permitting process, which would entail the filing of a single written request with the City for a Special Events permit (see “Special Use Request” defined below). The Association can apply for each event on one permit application, however the City will assess a special event permit fee for each event that is listed on the annual application. If certain Uses Outside the Scope of Golf Course Operation would not significantly impact the City, as mutually discussed and determined by the Association and the City according to agreed upon criteria, and would not otherwise require a permit or license from the City, then the City will not qualify such Uses as a “Special Event”, as defined in the City’s “Special Event Permit Policy & Instructions”, and will provide the Association with its prior written consent to such Uses (such pre-approved, low-impact Uses Outside the Scope of Golf Course Operation hereinafter referred to as “Pre-Exempted Uses”).

b. A Special Use Request will be required for both recurring Uses Outside the Scope of Golf Course Operation, as described above, and for one-time Uses Outside the Scope of Golf Course Operation, which are not Pre-Exempted Uses (“Non-Golfing Special Events”), and it must provide the following details: (a) date(s) of the Non-Golfing Special Event(s); (b) estimated number of participants; (c) description of the Non-Golfing Special Event(s); and (d) any additional information necessary to provide an overview of the requested use.
c. The Special Use Request should be submitted to the City on or before 30 days prior to the Non-Golfing Special Event(s) in accordance with the Notice provisions in Section 11.

d. The City shall issue a response within 30 days of receipt, either rejecting, accepting, or accepting the Special Use Request with modifications.

e. The Association and City recognize and understand that the Association frequently encounters numerous fundraising and community recreation opportunities on short notice, and they shall therefore seek, in good faith and in their mutual best interests, to expedite any City permitting process even faster than provided for herein, if such short-notice opportunities arise. The Association and City also recognize and understand that third parties, unrelated to the Association or the golf course, often rent a portion of the Demised Premises from the Association in order to temporarily host events there. The Association shall indicate to the City when there is such a situation, and the City shall endeavor first and foremost to coordinate directly with such third party host about the permitting and approval process.

f. Any use of City property, other than the Demised Premises, requires written consent for said Use, and a Special Event license must be obtained and the applicable fee must be paid. Additional requirements for use including insurance, liquor license, charges for special pick-up fees, police fees, and other applicable restrictions are outside of the scope of this Sublease Agreement.

iv. City Uses Outside Scope of Golf Course Operation: The City shall have the right to use the Demised Premises for purposes consistent with the Master Lease. The City will consult in advance with the Association prior to scheduling such uses and will schedule its uses in such a manner as to not unreasonably interfere with the Association’s operation and maintenance of the golf course. The Association will cooperate fully with the City in scheduling and implementing such uses. If the City and the golf course desire to schedule a program at the same time, the golf course shall have preference and selection of program times. In the event the City's use of the Demised Premises as provided for in this paragraph 4(b) damages the Demised Premises, the City will restore the Demised Premises to the condition existing immediately prior to the damages. The City shall maintain insurance necessary to protect the interests of the Association as they relate to the City's use of the Demised Premises as provided for in this paragraph 4(b), and shall indemnify and hold the Association harmless with regard thereto, at the City's sole cost and expense. The City shall not include such costs as a reimbursable operating expense of the Demised Premises.

Subsection 4(c) shall be amended to add the language below to the end of the paragraph:

The Association must post a minimum of 5 signs in conspicuous locations in Evanston part of the golf course to read “Alcohol possession and consumption is prohibited on Golf Course property and is subject to police enforcement.” Failure to post the required signage throughout the Demised Premises by July 1, 2014 shall result in a daily fine of $50.00. The Association is also required to comply with the remainder of the terms of Subsection 4(c) with respect to possession and consumption of alcohol on the Demised Premises. The City and Association are fully aware that these provisions do not apply to those areas on the Demised Premises for which a liquor license has been obtained in connection with city-approved event (e.g., tailgating parties, celebrity gold fundraisers). The City reserves the right to prosecute violations of the City Code of 2012, as amended (the “City Code”), against the Association. For every Special Use event at which alcohol will be served, the Association must obtain, either itself or through the event host, a liquor license in accordance with the City Code application requirements in Section 3-3-4, as amended, and subject to the restrictions contained in the one-day liquor licenses in Section 3-4-6(F) and (F1).
Section 4 shall be amended to add a subsection (d), to read as follows:

(d) Repair and Maintenance.

i. No duties on City. Except to extent caused by the negligent act or omission of the City, the City shall have no duty to repair or maintain the golf course or any improvements placed on or constituting any portion of the Demised Premises. The City will not be liable for any economic loss, damage or injury, fatal or nonfatal, resulting from any damage, defect or disrepair of any improvements placed at or constituting any portion of the Premises.

ii. Repair and Maintenance Duties of Association. The Association agrees that at all times it shall operate and maintain the golf course in a manner consistent with industry standards and practices. The Association will provide at its own cost and expense, all repairs, maintenance, and required service on any improvements to the Demised Premises and to any City property other than the Demised Premises. The Association will restore the Demised Premises and any City property utilized during the Term to its original condition following an event that damaged the subject property (i.e., cycling event, tailgating, etc.).

III. SECTION 6 – RENT/INCOME: Section 6 shall be replaced in its entirety with the following language:

6. RENT/INCOME. Association agrees to pay the City as rent for the Demised Premises, which constitutes 11 holes of the 18 hole golf course, a percentage of annual net income of the Association in accordance with the terms outlined below.

(a) Master Lease: Section 4(b) of the Master Lease Extension requires that the City pay MWRD annually 25% of net income from the operation of a golf course on the Demised Premises (the “Rent”). The obligation to pay MWRD rests with the City, however as our sublessee, the operator, and owner of the golf course, the Association is vested with the responsibility to calculate the net income and pay the City the required Rent payment in order to fulfill its obligations under the Master Lease Extension.

(b) Demised Premises: The 18-hole golf course lies in two communities, 11 holes are in Evanston and 7 holes are in Wilmette.

(c) Income: “Income” is defined to include the entire amount of the sales price, whether for cash or otherwise of all sales or merchandise, services and other receipts whatsoever of all business conducted in or from the Demised Premises, including mail or telephone orders received or filled at the Demised Premises, deposits not refunded to purchasers, order taken, although said orders may be filled elsewhere, sales to employees, sales through vending machines, sales of food and refreshments and sales by an sublessee, concessionaire or licensee or otherwise on said Demised Premises, and monies attributable to the activities of golf course professionals (including lessons, sales or resales of merchandise, events hosted at the golf course by professional and/or Association). Each sale upon installment or credit shall be treated as a sale for the full price in the month in which such sale was made, irrespective of the time payment is received. No deduction shall be allowed for uncollected or uncollectible accounts. Income shall not include the amount of returns to shippers or manufacturers, nor the amount of any cash or credit refund made upon any sale where merchandise is sold, or some part thereof is thereafter returned by purchaser and accepted by the Association personnel, nor sales of fixtures by Association shall be considered income. Lastly, no deductions shall be made from gross income for expense of premiums and other attendant expense for blanket liability and fire and extended coverage.
insurance policies for liabilities undertaken with respect to facilities other than the Demised Premises. In the event that MWRD conducts an audit of Association files and determines that additional funds are owed to MWRD, the Association shall promptly issue payment to the City, or at the City’s request issued directly to MWRD.

(d) Annual Net Income: Annual Net Income refers to the total net Income for the Association from its operations at the golf course for each fiscal year (January 1 – December 31st).

(e) Rent: The Rent that is attributable to the Demised Premises, which is 11/18’s of the 25% of the total Annual Net Income of the Association and therefore the percentage is due and payable to the City, or at the City’s request, the Rent may be made payable directly to MWRD. The Rent payment shall be made within 90 days, following the end of the fiscal year for the Association (December 31st).

(f) Annual Audit. The Association is required to conduct an annual audit of its financial operations, at its own expense, and must produce a copy of the annual audit to the City within 15 days of receipt from its auditor. In addition, the City will be provided a copy of the Association’s federal tax return within 15 days of filing. The Association represents that it will also fully cooperate with any and all audits performed by MWRD or the City relative to the golf course operations and conformance with the Master Lease Agreement and this Sublease Agreement terms.

IV. SECTION 7 – INSURANCE/INDEMNIFICATION: Section 7 shall be fully redacted and replaced with the following language:

(a) Insurance. It is agreed that any policies of insurance to be maintained by the respective parties will be obtained from good and solvent insurance companies with an Alfred Best Company Rating of A or better. Tenant agrees that it will, at its expense, maintain a policy of insurance, written by responsible insurance carriers, approved by the City that will insure Landlord against liability for injury to or death of persons or damage to property occurring about the demised Premises. The liability under insurance will be at least $1 million for any one person injured or killed or any one occurrence, $2 million general aggregate coverage for any one accident, and $1 million property damage. Tenant agrees to maintain employees’ Worker’s Compensation insurance required under Illinois law, and any other insurance necessary to protect Landlord against liability to person or property. Exhibit B in the Sublease Agreement is hereby stricken intentionally and all insurance requirements are fully stated herein.

   i. Insurance on Personal Property, Fixtures, Equipment and Inventory. The Association agrees to maintain on all equipment, personal property, inventory and fixtures in the Premises of at least 80% of the insurable replacement value. The policy will name Landlord as additional insured to protect Landlord’s interest as Landlord.

   ii. Association Waiver of Casualty Insurance Proceeds. If the Premises are damaged by fire or other casualty insured against, Association agrees to claim no interest in any insurance settlement arising out of any loss where premiums are paid by City or MWRD, or where City is named as sole beneficiary, and that it will sign all documents required by City or the insurance company necessary in connection with the settlement of any loss.

(b) Indemnity. Association agrees that all elected officials, department and divisions officials, officers, agents, attorneys, and employees of the City shall not be liable for any claim of any kind or in any amount for any injury to or death of persons or damage to property of Association or any other person. The City agrees that no employee, officer, director or agent of the Association shall be liable in any circumstances whatsoever to the City for any injury,
damage, delay or loss of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on such individual’s part while acting within the scope of, or in connection with, his or her position with the Association. Association shall indemnify and hold City harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys' fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury related to Association's negligence, gross negligence, or acts of intentional misconduct.

(c) Liability for Acts or Neglect. If any damage to the Premises, or any part thereof, results from any act or neglect of Association or its invitees or other guests, agents, customers, invitees or other guests of its customers, or employees, independent contractors, or the like, then Association shall immediately repair the same; provided, however, that the City may, at its option, repair such damage at a reasonable expense and Association shall, upon demand by the City, reimburse the City forthwith for the total cost of such reasonably priced repairs. All personal property belonging to Association shall be at the sole risk of the Association and such other person only and the City shall not be liable for damage, theft or misappropriation thereof.

V. SECTION 8 - TERMINATION: Subsective 8(a) shall be replaced in its entirety with the following language:

(a) Insurance. If the City discovers that the Association has breached its obligations to insure the Demised Premises, the City shall send written notice to the Association providing that it has thirty (30) days upon receipt of the correspondence to cure the breach. If the Association demonstrates substantial progress towards compliance with its obligation, the Association may be granted an additional fifteen (15) days to comply with the insurance requirement provided in Section 7.

VI. SECTION 9 - MATERIAL BREACH: The following clauses shall be added to Section 9 “Material Breach”; each event listed below also constitutes a material breach of the Sublease Agreement and the cure period provided in Section 8(b) remains the same:

(e) Use of the Premises by the Association for an activity or in a manner not in conformance with Section 4 of this Sublease Agreement; or

(f) Failure to issue a timely report, abide by reasonable audit requests, or provide the City with a copy of the Association’s federal tax return as required under Section 5 “Master Lease Requirements/Payments”; or

(g) Failure to pay Rent pursuant to Section 6 “Rent/Income”.

VII. SECTION 10 – AMENDMENTS: Section 10 shall be replaced in its entirety with the following language:

This Sublease Agreement may be modified or amended only in writing signed by the City and Association. Any proposed modifications to the Demised Premises must follow the procedure outlined in Section 1 and agreed to in writing by the Parties.

VIII. SECTION 11 – NOTICES: Section 11 shall be amended to provide for the Association’s notice information. Notices to the Association shall be addressed to the following address and recipient:

Evanston-Wilmette Golf Course Association, Inc.
IX. ATTORNEYS FEES AND EXPENSES: The Sublease Agreement is amended to add a new section entitled “Attorneys Fees and Expenses”. The section reads as follows:

If, at any time during the Term of this Sublease Agreement, the City must institute any formal judicial action or proceeding against Association to duly enforce provisions of this Lease, or any default hereunder and such enforcement succeeds, then the Association agrees to pay for the City’s attorneys fees and expenses.

X. COUNTERPARTS: This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. For purposes of this First Amendment, facsimile and scanned signatures shall be considered the same as original signatures and shall be treated as valid and binding upon the parties hereto, provided, however, the parties shall exchange original signature pages as reasonably promptly following execution hereof.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and the effective date is the date executed by the City (the “Effective Date”).

CITY OF EVANSTON
By:____________________________
Print Name: Wally Bobkiewicz
Its: City Manager
Dated: _____________, 2014

EVANSTON-WILMETTE GOLF COURSE ASSOCIATION
By:____________________________
Print Name: _________________________
Its: President
Dated: ______________, 2014
EXHIBIT A

PETER N. JANS COMMUNITY GOLF COURSE SUBLEASE AGREEMENT

This AGREEMENT is made this ___ day of March___, by and between the CITY OF EVANSTON, a municipal corporation, organized and existing under the laws of the State of Illinois, hereinafter “the City”, and the Evanston- Wilmette Golf Course Association, Inc., hereinafter “the Association.”

RECITALS

On April 21, 1994, the City executed an extension of lease No. L-063 dated October 14, 1966, with the Metropolitan Water Reclamation District of Greater Chicago (“the District”); said lease and extension are hereinafter referred to as “the Master Lease.”

Since 1919 the City has sublet a certain portion of the leasehold property to the Association, formerly the Evanston Community Recreation Association, for use in connection with the Association’s operation of the Peter N. Jans Community Golf Course, “the Demised Premises”, legally described on Exhibit “A” attached hereto and made a part hereof.

As permitted by the Master Lease, the City desires to continue to sublet the Demised Premises to the Association, said sublease to supersede prior agreements and understandings between the City and the Association if inconsistent herewith and to be consistent and run concurrently with the Master Lease until May 31, 2032.

NOW THEREFORE, for and in consideration of the promises, covenants, conditions, agreements and undertakings hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Association agree as follows:

1. Agreement. All of the foregoing recitals constitute the factual basis for this transaction and are incorporated herein by reference and made a part hereof.

2. Sublease of the Demised Premises. Subject to the Association’s compliance with the terms and conditions of, and fulfillment of its obligations under, this Sublease Agreement, the City hereby subleases the Demised Premises to the Association for the term and the use hereinafter set forth. The City, by action of its City Council, may, after consultation with the Association’s Board, withdraw from the Demised Premises portion(s) thereof, which, in the City’s sole judgment, are not needed for Golf Course operation and maintenance. The Director of Parks/Forestry & Recreation shall send the Golf Course Association written notice of his/her intent to seek City Council approval to withdraw the property or properties in question. The Association shall have thirty (30) business days after notice is given pursuant to paragraph 11, infra, to file its written objections/
comments on the City's proposed action with the City's Director of Parks/Forestry & Recreation. Said written objection shall state the ground(s) for objection with specificity. If no such written objections/comments are timely filed, Sublessee shall cooperate with the City in execution of an amended Sublease which reflects the amended legal description and terms and conditions, if any, necessary or appropriate to the circumstances. The consideration due the City from Sublessee under the Sublease shall not be reduced or changed as a result of the City's exercise of its rights pursuant to this paragraph 2, inasmuch as the City shall not remove property from the Sublease which is needed for Golf Course operation and maintenance. If written objections/comments are timely filed, and thereafter the Director of Parks/Forestry and Recreation and the association fail to agree, the Golf Course Association shall have the option to file a written objection directly with the City Council within the thirty (30) days after the City gives notice of the Department of Parks/Forestry & Recreation's decision pursuant to paragraph 11, infra. to proceed notwithstanding the Association's objections. Said written objection shall state the ground(s) for objection with specificity and shall be directed to the attention of the City Clerk for the City Council to consider in making its decision. The Director of Parks/Forestry & Recreation shall notify the Association of the date and time of the City Council consideration of the proposal upon finalization of the meeting's agenda. This notice of the City Council meeting date shall be in writing and shall be given promptly, but shall not be subject to the notice time provisions of para. 11. Notice by fax to the number provided by the Association in para. 11. shall fulfill this requirement.

3. **Term.** This Agreement shall be in effect from the date first written above until May 31, 2032, unless sooner terminated as hereinafter provided.

4. **Use of the Demised Premises.**

   (a) **Golf Course Operation.** The Association shall use the Demised Premises only for the purpose of operating and maintaining a public golf course and providing those activities and services which are customarily incidental thereto. Unless otherwise agreed in advance in writing between the City and the Association, and determined by the City to be consistent with the Master Lease, the Association shall neither make nor permit any other use of the Demised Premises, including and without limitation, parking, standing or storing of motor vehicles, other than golf carts utilized in the operation of the Golf Course. This paragraph shall not be deemed to prohibit the parking or standing of motor vehicles used by the Association in connection with golf course maintenance while actively engaged in such maintenance.

   (b) The City shall have the right to use the Demised Premises for purposes consistent with the Master Lease. The City will consult in advance with the Association prior to scheduling such uses and will schedule its uses in
such a manner as to not unreasonably interfere with the Association’s operation and maintenance of the Golf Course. The Association will cooperate fully with the City in scheduling and implementing such uses. If the City and Golf Course desire to schedule a program at the same time, the Golf Course shall have preference in selection of program times. In the event the City’s use of the Demised Premises as provided for in this paragraph 4(b) damages the Demised Premises, the City will restore the Demised Premises to the condition existing immediately prior to the damages. The City shall maintain insurance necessary to protect the interests of the Association as they relate to the City’s use of the Demised Premises as provided for in this paragraph 4(b), and shall indemnify and hold the Association harmless with regard, thereto, at the City’s sole cost and expense. The City shall not include such costs as a reimbursable operating expense of the Demised Premises. In the event that the City should realize net profit from operations on the golf course, the City will be obligated to pay 25% of the profit directly to the Metropolitan Water Reclamation District as required by the Master Lease.

(c) Alcohol on the Demised Premises. Alcoholic beverages are prohibited on the Demised Premises. This paragraph shall not be construed to prohibit the consumption or possession of alcoholic beverages within an area bounded by the north wall and the east wall of the American Legion Building at 1030 Central Street and by the intersection of a line one hundred feet (100’) west of the American Legion Building and a line one hundred feet (100’) south of said Building, provided the appropriate State and City Liquor licenses are in effect for the American Legion Building demised premises. The Association must post signage advising of the boundaries within which possession and consumption of alcoholic beverages are permitted. Posting and maintenance of said signs are the responsibility of the Association.

5. Master Lease Requirements/Payments. The City has provided the Association with a complete copy of the Master Lease as extended by the Lease Extension Agreement dated April 21, 1994. The Association covenants that it shall abide by the terms of the Master Lease and its action or inaction shall not cause the City to be in default or breach under said Master Lease. The Association further agrees to timely make or cause to be made such reporting and payments as may be due thereunder by the City to the District either to the City or to such third parties as directed in writing by the City. Pursuant to the Master Lease section 4 (D), the Association will provide a copy of its annual audit to the City within one hundred fifty (150) days of the end of the Association’s fiscal year (which is December 31).

6. Rent/Income.
Golf Course Operation. The Peter N. Jans Community Golf Course consists of eighteen (18) holes, eleven (11) of which are located in the City of Evanston. References in the Sublease to "annual income" or "annual net income" shall be read as "eleven eighteenths" (11/18th) of the "annual income" or "annual net income", as appropriate, from operation of the eighteen- (18-) hole golf course. Commencing August 31, 2000, and continuing until the termination of this sublease, the Association shall pay annually to the City or to such third parties as directed in writing by the City 25% of 11/18ths of Association's annual net income for each calendar year, if any, from its operation of a golf course on the Demised-Premises. Said percentage rental for each calendar year during the term of operation shall be in an amount equal to the product of 25% multiplied by 11/18ths of the total net income, if any, made by the Association in and from that portion of the Demised Premises used in the operation of the golf course during such calendar year and shall be paid annually, within one hundred fifty (150) days of the end of the Association's fiscal year (which is December 31) unless payment is directed to a third party. The check shall be payable to the City and sent to the attention of the Director of Parks, Forestry and Recreation. For purposes hereof, the term "income" shall be construed to include the entire amount of the sales price, whether for cash or otherwise, of all sales of merchandise (including gift and merchandise certificates), services and other receipts whatsoever of all business conducted in or from the Demised-Premises, including mail or telephone orders received or filled at the Demised Premises, deposits not refunded to purchasers, orders taken, although said orders may be filled elsewhere, sales to employees, sales through vending machines or other devices, sales of food and refreshments and sales by any sublessee, concessionaire or licensee or otherwise on said Demised Premises, and monies attributable to the activities of the Golf Course Pro Manager, including but not limited to, golf lessons given by the Pro Manager, sales of any merchandise held by him/her for sale or resale and events hosted by him or her excluding his/her salary which is a business expense. Each sale upon installment or credit shall be treated as a sale for the full price in the month in which such sale was made, irrespective of the time payment is received. No deduction shall be allowed for uncollected or uncollectible credit accounts. "Income" shall not include the amount of returns to shippers or manufacturers, nor the amount of any cash or credit refund made upon any sale where merchandise is sold, or some part thereof is thereafter returned by purchaser and accepted by the Association or the Golf Course Pro Manager nor sales of the Association's fixtures. No deduction from gross income shall include the expense of premiums and other attendant expense for blanket liability and fire and extended coverage insurance policies for liabilities undertaken with respect to facilities other than the Demised Premises. In the event the Metropolitan Water Reclamation District determines that monies over and above those paid to the City on behalf of the District pursuant to this paragraph are due
and owing, the Association shall promptly upon receipt of a written request therefor from the City, pay to the City for forwarding to the District, such monies as are demanded by the District.

7. **Insurance/Indemnification.** The Association agrees to indemnify and hold harmless the City and the District, and provide and maintain insurance coverages in accordance with Exhibit "B" attached hereto and incorporated by reference in this Sublease Agreement. The City reserves the right to conduct annual reviews of the insurance and indemnity requirements and to modify the terms and conditions, increase the policy limits, to require the Association to purchase additional coverage or different types of coverage, and/or to require placement of insurance with a company having a higher rating with the Alfred M. Best Company. The City’s failure to conduct such annual review shall not be deemed a waiver of its right to do so.

8. **Termination.** The Sublease may be terminated prior to its expiration on May 31, 2032, as follows:

(a) **Insurance.** By the City immediately upon written notice in the event the Association fails to comply with the insurance and indemnity provisions of this Sublease Agreement and fails to cure said failure within two (2) days of receipt of said written notice of said failure; The City may, but is not obligated to, give the Association additional time to cure.

(b) **Other Material Breach.** Except as provided in subparagraph 8 (a) above, by the City upon thirty (30) days prior written notice in the event the Association has failed to comply with any material provision(s) as hereinafter defined in paragraph 9 of this Sublease Agreement and failed to cure said failure within the thirty (30) days after receipt of written notice from the City specifying the deficiencies. In the event the breach cannot be cured within the specified thirty (30) days after notice is given pursuant to paragraph 11, infra. from the City specifying the deficiencies, the Association shall within said time provide the City with a written plan to cure acceptable to the City. In the event the written notice from the City pertains to violation of paragraph 4(a), including and without limitation to parking, standing or storing of motor vehicles, other than golf carts utilized in the operation of the Golf Course, the Association shall provide the City with a plan to cure acceptable to the City within two (2) days of receipt of written notice from the City. The City may, but is not obligated to, give the Association additional time to cure pursuant to this paragraph 8(b).
(c) **Termination of Master Lease.**

i) Pursuant to Article 9 of the Master Lease, upon ten (10) months notice if the City of Evanston receives notice of the termination of the Master Lease by the District. Prior to termination, the Sublessee shall clean and completely restore the premises to the condition as of the date of execution of the original sublease on the 31st Day of July, A.D. 1919, pursuant to the Master Lease;

ii) Pursuant to Article 6, “Notice of Defaults,” upon fifteen (15) days written notice after the Metropolitan Water Reclamation District provides notice to the City of Evanston that it will exercise its right to reenter to take possession of the Demised Premises.

(d) For Convenience. By either the City or the Association upon one (1) year advance written notice to the other party. Obligations of the parties accruing prior to the termination date shall continue until satisfied.

9. **Material Breach.** A material breach is defined as:

(a) An act or failure to act which has the potential to cause the City to be in breach of the Master Lease.

(b) Operation of the Golf Course in a manner which presents a threat to the public health, welfare, or safety.

(c) Failure to provide the insurance or indemnity required of the Association by this Sublease.

(d) The presence of motor vehicles on the Demised Premises in violation of paragraph 4(a) of this Sublease.

10. **Amendments.** The City and the Association may mutually agree in writing to amend this Sublease, provided, however, that no amendment is permitted if same would violate the terms of the Master Lease. Any amendments to the Master Lease are incorporated by reference in this Sublease as they may occur. Sublessee will cooperate with the City in execution of an amended Sublease which reflects the terms and conditions, if any, necessary or appropriate to the circumstances. The Director of Parks/Forestry & Recreation will send the Golf Course Association written notice of a proposed amendment. The Association will have thirty (30) business days after notice is given pursuant to paragraph 11, infra, to file its written objections/comments on the City’s proposed action with the City’s Director of Parks/Forestry & Recreation. Said written objection shall state the ground(s) for objection with specificity. If the two parties fail to agree, the Golf Course Association will have the option to file a written objection directly with the City Council within the thirty (30) days of the date of the written decision
of the Director of Park/Forestry & Recreation. Said written objection shall state
the ground(s) for objection with specificity and shall be directed to the attention
of the City Clerk for the City Council to consider in making its decision. The Director
of Parks/Forestry & Recreation shall notify the Association of the date and time
of the City Council consideration of the proposal upon finalization of the meeting's
agenda. This notice of the City Council meeting date shall be in writing and shall
be given promptly, but shall not be subject to the notice time provisions of para.
11. Notice by fax to the number provided by the Association in para. 11. shall
fulfill this requirement.

11. Notices. Notices shall be in writing and either (a) personally delivered with
receipted proof of delivery; or (b) mailed by first-class certified or registered mail,
postage prepaid and return receipt requested, addressed as follows:

If to City: Director, Parks/Forestry and Recreation
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Phone: 847-448-8040
Fax: 847-448-8051

With a copy to: Law Department
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Fax: 847-448-8093

If to Association: Evanston-Wilmette Golf Course Association, Inc.

_________________________________________________________
Attention: ________________________________________________
Phone: __________________________________________________
Fax: ____________________________________________________

Or to such other address as either party may from time to time designate by written
notice to the other party. A notice given by certified or registered mail will be deemed
given three (3) business days after such notice is deposited in the United States mail,
postage prepaid, whether or not such notice is actually received by the addressee.
Notices delivered in person shall be effective upon delivery.

IN WITNESS WHEREOF, the City of Evanston and the Evanston Wilmette Golf Course
Association, Inc. have each caused this Sublease agreement to be executed by its duly
authorized officers, as of the day and year first above written.
CITY OF EVANSTON
By: Roger D. Crum, City Manager

EVANSTON WILMETTE GOLF COURSE ASSOCIATION, INC.
President

Attest:

Mary F. Morris
City Clerk

Attest:

Secretary
EXHIBIT A
PETER N. JANS GOLF COURSE

THAT PART OF SECTIONS 7, 12 AND THE OUILMETTE RESERVATION IN TOWNSHIP 41 NORTH AND TOWNSHIP 42 NORTH AND IN RANGE 13 AND RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF NOYES STREET WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE EAST 113.84 FEET, MORE OR LESS, ALONG THE NORTH LINE OF NOYES STREET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTH-SOUTH PUBLIC ALLEY IN BLOCK 4 IN MCCORMICK'S SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, AFORESAID; THENCE NORTH ALONG THE WEST LINE OF THE WEST LEG OF SAID NORTH-SOUTH PUBLIC ALLEY IN SAID BLOCK 4, 156 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE NORTH LINE OF THE EAST-WEST PUBLIC ALLEY IN AFORESAID BLOCK 4 OF MCCORMICK'S SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF SAID EAST-WEST PUBLIC ALLEY 379 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST-NORTH-SOUTH ALLEY IN BLOCK 4; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH-SOUTH ALLEY AND ITS EXTENSION NORTH TO A POINT OF INTERSECTION WITH THE NORTH LINE OF GRANT STREET; THENCE EAST ALONG THE NORTH LINE OF GRANT STREET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF WESLEY AVENUE; THENCE NORTH ALONG SAID WEST LINE OF WESLEY AVENUE TO THE NORTHEAST CORNER OF LOT 23 IN BLOCK 1 IN EVANSTON PARK ADDITION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE EAST ACROSS WESLEY AVENUE AND ALONG THE NORTH LINE OF LOT 10 IN BLOCK 1 IN AFORESAID EVANSTON PARK ADDITION TO THE SOUTHWEST CORNER OF LOT 6 IN AFORESAID EVANSTON PARK ADDITION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER OF LOT 5 IN SAID BLOCK 1 OF AFORESAID EVANSTON PARK ADDITION; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5 TO THE WEST LINE OF ASBURY AVENUE; THENCE NORTH ALONG THE WEST LINE OF ASBURY AVENUE TO THE NORTHEAST CORNER OF LOT 4 IN SAID BLOCK 1; THENCE NORTHEASTERLY TO THE NORTHWESTERLY CORNER OF LOT "B" IN OWNER'S SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF LOT 11 WHICH IS 450 FEET EAST OF THE WEST LINE OF SAID SECTION 7; THENCE NORTHEASTERLY TO A POINT ON THE SOUTH LINE OF LOT 3, ASSESSOR'S DIVISION, 850 FEET EAST OF THE WEST LINE OF SECTION 7; THENCE NORTHEASTERLY TO A POINT ON INTERSECTION OF THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO TRANSIT AUTHORITY AND THE NORTH LINE OF CENTRAL STREET; THENCE EAST ALONG THE NORTH LINE OF
CENTRAL STREET TO THE WEST LINE OF GIRARD AVENUE; THENCE NORTH ALONG THE WEST LINE OF GIRARD AVENUE TO THE NORTH CITY LIMITS OF THE CITY OF EVANSTON; THENCE WEST ALONG THE CITY LIMITS OF THE CITY OF EVANSTON TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY TO ITS INTERSECTION WITH THE EAST LINE OF BRYANT AVENUE; THENCE SOUTH ALONG THE EAST LINE OF BRYANT AVENUE TO THE NORTH LINE OF CENTRAL STREET; THENCE SOUTHWESTERLY TO THE NORTHEAST CORNER OF LOT "A" IN J.N. LOTT'S RESUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 7, SAID POINT BEING 319.90 FEET EAST OF THE WEST LINE OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT "A" IN SAID J.N. LOTT'S RESUBDIVISION TO A POINT IN THE SOUTH LINE OF LOT 3, ASSESSOR'S DIVISION, SAID POINT BEING 160.00 FEET EAST OF THE WEST LINE OF SAID SECTION 7; THENCE WEST ALONG THE SOUTH LINE OF LOT 3 IN ASSESSOR'S DIVISION 127 FEET TO THE EAST LINE OF ASBURY AVENUE; THENCE SOUTH ALONG THE EAST LINE OF ASBURY AVENUE TO THE NORTH LINE OF LINCOLN STREET; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF ASBURY AVENUE EXTENDED SOUTH TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF LINCOLN STREET; THENCE WEST ALONG THE SOUTH LINE OF LINCOLN STREET TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 2 OF EVANSTON PARK ADDITION IN SECTION 12, TOWNSHIP 41 NORTH, RANGE 13; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE WEST TO THE NORTHEAST CORNER OF LOT 32 IN BLOCK 2 OF EVANSTON PARK ADDITION, AFORESAID; THENCE CONTINUING WEST ALONG THE NORTH LINE OF SAID LOT 32 TO THE NORTHWEST CORNER OF SAID LOT 32; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 32 TO THE NORTHEAST CORNER OF LOT 24 IN BLOCK 2 OF EVANSTON PARK ADDITION, AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 24 TO THE EAST LINE OF JACKSON AVENUE; THENCE SOUTH ALONG THE EAST LINE OF JACKSON AVENUE AND THE EAST LINE OF JACKSON AVENUE EXTENDED SOUTH TO THE SOUTH LINE OF COLFAX STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 32 IN BLOCK 1 IN EVANSTON PARK ADDITION, AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF COLFAX STREET TO THE NORTHEAST CORNER OF LOT 1 IN THE RESUBDIVISION OF LOTS 1 TO 4 IN BLOCK "A" IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 1 AND ALONG THE SOUTHERLY LINE OF LOT 6 IN AFORESAID RESUBDIVISION OF LOTS 1 TO 4 IN BLOCK "A" IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12 TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF POPLAR AVENUE; THENCE CONTINUING SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE EXTENDED SOUTHWESTERLY TO THE POINT OF INTERSECTION WITH THE EASTERLY
RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTHEASTERLY ALONG SAID EASTERY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THOSE PARTS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT 11 IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH IS 450.0 FEET EAST OF THE WEST LINE OF SAID SECTION 7; THENCE NORTHEASTERLY TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 4 IN AFORESAID ASSESSOR’S DIVISION SAID POINT BEING 619.47 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 4 FOR A POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG THE LAST DESCRIBED COURSE TO ITS INTERSECTION WITH THE NORTH LINE OF LINCOLN STREET; THENCE WEST ALONG THE NORTH LINE OF LINCOLN STREET TO ITS INTERSECTION WITH THE EAST LINE OF ASBURY AVENUE; THENCE SOUTH ALONG THE EAST LINE OF ASBURY AVENUE, EXTENDED SOUTH, TO ITS INTERSECTION WITH THE SOUTH LINE OF LINCOLN STREET; THENCE EAST ALONG THE SOUTH LINE OF LINCOLN STREET TO THE POINT OF BEGINNING:

ALSO:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF CENTRAL STREET WITH THE EASTERY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO TRANSIT AUTHORITY; THENCE WEST ALONG THE NORTH LINE OF CENTRAL STREET TO ITS INTERSECTION WITH THE EAST LINE OF BRYANT AVENUE; THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF CENTRAL STREET, SAID POINT BEING FURTHER DESCRIBED AS THE NORTHEAST CORNER OF LOT “A” IN J.N. LOTT’S RESUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 7, SAID POINT BEING 319.90 FEET EAST OF THE WEST LINE OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE SOUTH LINE OF CENTRAL STREET 608.44 FEET, MORE OR LESS; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING:

ALSO:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 20 IN EVANSTON GOLF SUBDIVISION WEST IN THE SOUTH PART OF OUILMETTE RESERVATION; THENCE SOUTH ALONG THE WEST LINE OF LOT 20, EXTENDED SOUTH, 33.0 FEET TO THE CENTERLINE OF ISABELLA STREET; THENCE EAST ALONG THE CENTERLINE OF ISABELLA STREET 214.87 FEET TO ITS INTERSECTION WITH THE EASTERY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE SAID EASTERY RIGHT-OF-WAY LINE TO A POINT WHICH IS 33.0
FEET SOUTH (AS MEASURED AT RIGHT ANGLES) OF THE LAST DESCRIBED COURSE (AS MEASURED AT RIGHT ANGLES); THENCE EAST ALONG A LINE PARALLEL TO THE CENTERLINE OF ISABELLA STREET TO THE WEST LINE OF GIRARD STREET; THENCE NORTH ALONG THE WEST LINE OF GIRARD STREET, EXTENDED NORTH, TO THE NORTH LINE OF ISABELLA STREET; THENCE WEST ALONG THE NORTH LINE OF ISABELLA STREET TO ITS INTERSECTION WITH THE EASTERNLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY; THENCE SOUTHEASTERLY ALONG THE SAID EASTERNLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING:

ALL IN COOK COUNTY, ILLINOIS.

PREPARED BY:
ENGINEERING DIVISION
JANUARY 30, 1995
CITY/GOLF COURSE SUBLEASE

EXHIBIT B

INSURANCE INDEMNITY

The Association shall procure and maintain for the duration of the Sublease, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Association's operation and use of the Demised Premises. The cost of such insurance shall be borne by the Association. The Association's indemnity obligation shall not be limited by virtue of its insurance coverage(s).

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence") form CG 0001 1185) or Insurance Services Offices form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability, or the most recent revision.

2. Any endorsement which limits contractual liability shall be deleted in its entirety. Contractual insurance shall be provided.

3. If liquor is to be sold, distributed or provided, Liquor Liability coverage in accordance with Section 6-21 of the Illinois Liquor Control Act.

4. The City is to be named as an additional insured on a non-contributory basis on all insurance required by the Sublease.

B. The Association shall maintain limits no less than:

1. General Liability: $2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, the general coverage shall state that the Association's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. **Worker’s Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against each of the Additional Insured for losses arising from the Demised Premises.

3. **All Coverages**

Each insurance policy required by this Exhibit B shall not be suspended, voided, cancelled, non-renewed, or reduced in coverage or in limits, except upon reasonable advance written notice (given to the City and MWRD at least thirty (30) days in advance) by certified mail, return receipt requested. Upon receipt of any such notice by the Association, the Association shall provide same promptly to the City and to the MWRD.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers with a Best’s rating of no less than A:VII and licensed to do business in Illinois.

F. **Verification of Coverage**

The Association shall annually furnish the City, to the attention of the Director of Parks, Forestry and Recreation, with the certified policy and certified certificates of insurance and with original endorsements, if applicable, effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The contractual insurance certificate shall contain an endorsement on its face that it includes the indemnity contained in paragraph G, below.

All certificates and endorsements are to be received and approved by the City as a condition precedent to effectiveness of this sublease extension. The City reserves the right to demand and receive complete, certified copies of all required policies at any time.

G. **Indemnification**

To the extent permitted by law, the Association shall protect, indemnify, hold and save harmless and defend the City, its volunteers, agents, officers, and employees, and the MWRD against any and all claims, costs, causes, actions and expenses, including but not limited to attorney’s fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the
employees, volunteers or officers or independent contractors or subcontractors of the Association, the Wilmette Park District, the City, or the MWRD, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the granting of this Sublease, whether such loss, damage, injury, or liability is contributed to by the negligence of the Wilmette Park District, the MWRD or by the Demised Premises themselves or attributed or alleged to be attributed to the condition of any equipment thereon whether latent or patent, or from all other causes whatsoever with the exception of the City's use of the Demised Premises for actions described in paragraph 4(b) of the sublease,. The Association will notify the City immediately in writing of any such threatened or asserted claim or liability. In the event of any conflict between the language of the above insurance policy(ies) and the language of this indemnity, this indemnity will control.

END OF EXHIBIT B
EXHIBIT B
PETER N. JANS GOLF COURSE

THAT PART OF SECTIONS 7, 12 AND THE OUILMETTE RESERVATION IN TOWNSHIP 41 NORTH AND TOWNSHIP 42 NORTH AND IN RANGE 13 AND RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF NOYES STREET WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHEASTERN RAILROAD; THENCE EAST 113.84 FEET, MORE OR LESS, ALONG THE NORTH LINE OF NOYES STREET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTH - SOUTH PUBLIC ALLEY IN BLOCK 4 IN MCCORMICK'S SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, AFORESAID; THENCE NORTH ALONG THE WEST LINE OF THE WEST LEG OF SAID NORTH - SOUTH PUBLIC ALLEY IN SAID BLOCK 4, 156 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE NORTH LINE OF THE EAST - WEST PUBLIC ALLEY IN AFORESAID BLOCK 4 OF MCCORMICK'S SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF SAID EAST- WEST PUBLIC ALLEY 379 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST NORTH- SOUTH ALLEY IN BLOCK 4; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH - SOUTH ALLEY AND ITS EXTENSION NORTH TO A POINT OF INTERSECTION WITH THE NORTH LINE OF GRANT STREET; THENCE EAST ALONG THE NORTH LINE OF GRANT STREET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF WESLEY AVENUE; THENCE NORTH ALONG SAID WEST LINE OF WESLEY AVENUE TO THE NORTHEAST CORNER OF LOT 23 IN BLOCK 1 IN EVANSTON PARK ADDITION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE EAST ACROSS WESLEY AVENUE AND ALONG THE NORTH LINE OF LOT 10 IN BLOCK 1 IN AFORESAID EVANSTON PARK ADDITION TO THE SOUTHWEST CORNER OF LOT 6 IN AFORESAID EVANSTON PARK ADDITION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER OF LOT 5 IN SAID BLOCK 1 OF AFORESAID EVANSTON PARK ADDITION; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5 TO THE WEST LINE OF ASBURY AVENUE; THENCE NORTH ALONG THE WEST LINE OF ASBURY AVENUE TO THE NORTHEAST CORNER OF LOT 4 IN SAID BLOCK 1; THENCE NORTHEASTERLY TO THE NORTHEASTERLY CORNER OF LOT "B" IN OWNER'S SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF LOT 11 WHICH IS 450 FEET EAST OF THE WEST LINE OF SAID SECTION 7; THENCE NORTHEASTERLY TO A POINT ON THE SOUTH LINE OF LOT 3, ASSESSOR'S DIVISION, 850 FEET EAST OF THE WEST LINE OF SECTION 7; THENCE NORTHEASTERLY TO A POINT ON INTERSECTION OF THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO TRANSIT AUTHORITY AND THE NORTH LINE OF CENTRAL STREET; THENCE EAST ALONG THE NORTH LINE OF
CENTRAL STREET TO THE WEST LINE OF GIRARD AVENUE; THENCE NORTH ALONG THE WEST LINE OF GIRARD AVENUE TO THE NORTH CITY LIMITS OF THE CITY OF EVANSTON; THENCE WEST ALONG THE CITY LIMITS OF THE CITY OF EVANSTON TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY TO ITS INTERSECTION WITH THE EAST LINE OF BRYANT AVENUE; THENCE SOUTH ALONG THE EAST LINE OF BRYANT AVENUE TO THE NORTH LINE OF CENTRAL STREET; THENCE SOUTHWESTERLY TO THE NORTHEAST CORNER OF LOT "A" IN J.N. LOTT'S RESUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 7, SAID POINT BEING 319.90 FEET EAST OF THE WEST LINE OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT "A" IN SAID J.N. LOTT'S RESUBDIVISION TO A POINT IN THE SOUTH LINE OF LOT 3, ASSESSOR'S DIVISION, SAID POINT BEING 160.0 FEET EAST OF THE WEST LINE OF SAID SECTION 7; THENCE WEST ALONG THE SOUTH LINE OF LOT 3 IN ASSESSOR'S DIVISION 127 FEET TO THE EAST LINE OF ASBURY AVENUE; THENCE SOUTH ALONG THE EAST LINE OF ASBURY AVENUE TO THE NORTH LINE OF LINCOLN STREET; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF ASBURY AVENUE EXTENDED SOUTH TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF LINCOLN STREET; THENCE WEST ALONG THE SOUTH LINE OF LINCOLN STREET TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 2 OF EVANSTON PARK ADDITION IN SECTION 12, TOWNSHIP 41 NORTH, RANGE 13; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE WEST TO THE NORTHEAST CORNER OF LOT 32 IN BLOCK 2 OF EVANSTON PARK ADDITION, AFORESAID; THENCE CONTINUING WEST ALONG THE NORTH LINE OF SAID LOT 32 TO THE NORTHWEST CORNER OF SAID LOT 32; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 32 TO THE NORTHEAST CORNER OF LOT 24 IN BLOCK 2 OF EVANSTON PARK ADDITION, AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 24 TO THE EAST LINE OF JACKSON AVENUE; THENCE SOUTH ALONG THE EAST LINE OF JACKSON AVENUE AND THE EAST LINE OF JACKSON AVENUE EXTENDED SOUTH TO THE SOUTH LINE OF COLFAUX STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 32 IN BLOCK 1 IN EVANSTON PARK ADDITION, AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF COLFAUX STREET TO THE NORTHEAST CORNER OF LOT 1 IN THE RESUBDIVISION OF LOTS 1 TO 4 IN BLOCK "A" IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 1 AND ALONG THE SOUTHERLY LINE OF LOT 6 IN AFORESAID RESUBDIVISION OF LOTS 1 TO 4 IN BLOCK "A" IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12 TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF POPLAR AVENUE; THENCE CONTINUING SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE EXTENDED SOUTHWESTERLY TO THE POINT OF INTERSECTION WITH THE EASTERLY
RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THOSE PARTS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT 11 IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH IS 450.0 FEET EAST OF THE WEST LINE OF SAID SECTION 7; THENCE NORTHEASTERLY TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 4 IN AFORESAID ASSESSOR’S DIVISION SAID POINT BEING 619.47 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 4 FOR A POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG THE LAST DESCRIBED COURSE TO ITS INTERSECTION WITH THE NORTH LINE OF LINCOLN STREET; THENCE WEST ALONG THE NORTH LINE OF LINCOLN STREET TO ITS INTERSECTION WITH THE EAST LINE OF ASBURY AVENUE; THENCE SOUTH ALONG THE EAST LINE OF ASBURY AVENUE, EXTENDED SOUTH, TO ITS INTERSECTION WITH THE SOUTH LINE OF LINCOLN STREET; THENCE EAST ALONG THE SOUTH LINE OF LINCOLN STREET TO THE POINT OF BEGINNING:

ALSO:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF CENTRAL STREET WITH THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO TRANSIT AUTHORITY; THENCE WEST ALONG THE NORTH LINE OF CENTRAL STREET TO ITS INTERSECTION WITH THE EAST LINE OF BRYANT AVENUE; THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF CENTRAL STREET, SAID POINT BEING FURTHER DESCRIBED AS THE NORTHEAST CORNER OF LOT "A" IN J.N. LOTT’S RESUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 7, SAID POINT BEING 319.90 FEET EAST OF THE WEST LINE OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE SOUTH LINE OF CENTRAL STREET 608.44 FEET, MORE OR LESS; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING:

ALSO:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 20 IN EVANSTON GOLF SUBDIVISION WEST IN THE SOUTH PART OF OUILMETTE RESERVATION; THENCE SOUTH ALONG THE WEST LINE OF LOT 20, EXTENDED SOUTH, 33.0 FEET TO THE CENTERLINE OF ISABELLA STREET; THENCE EAST ALONG THE CENTERLINE OF ISABELLA STREET 214.87 FEET TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT WHICH IS 33.0
FEET SOUTH (AS MEASURED AT RIGHT ANGLES) OF THE LAST DESCRIBED COURSE (AS MEASURED AT RIGHT ANGLES); THENCE EAST ALONG A LINE PARALLEL TO THE CENTERLINE OF ISABELLA STREET TO THE WEST LINE OF GIRARD STREET; THENCE NORTH ALONG THE WEST LINE OF GIRARD STREET, EXTENDED NORTH, TO THE NORTH LINE OF ISABELLA STREET; THENCE WEST ALONG THE NORTH LINE OF ISABELLA STREET TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY; THENCE SOUTHEASTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING:

ALL IN COOK COUNTY, ILLINOIS.

PREPARED BY:
ENGINEERING DIVISION
JANUARY 30, 1995