AGENDA

I. CALL TO ORDER / DECLARATION OF QUORUM

II. APPROVAL OF MEETING MINUTES OF March 4, 2019

Citizen Comments

III. PRESENTATIONS
   Evanston Animal Shelter Associations
   Arts Council
   Social Services

IV. ITEMS FOR CONSIDERATION

   (HH1) Evanston Animal Shelter Association Contract Renewal
         Renewal of the contract between the City of Evanston and the Evanston Animal
         Shelter Association (EASA)
         For Action

   (HH2) Evanston Animal Shelter Association Contract Renewal
         Renewal of the contract between the City of Evanston and the Volunteer Animal
         Organization (VAO)
         For Action

   (HH3) 159-O-18 AN ORDINANCE Amending Portions of the City Code Incorporating
          Restorative Justice Practices for Minors
          Ordinance 159-O-18, Amending Portions of the City Code Incorporating Restorative
          Justice Practices for Minors
          For Action

   (HH4) 68-R-18 A RESOLUTION In Support of Employing Administrative Adjudication
          as an Alternative to the Criminal Justice System for Juveniles
          The Alternatives to Arrest Committee recommends City Council adoption of
          Resolution 68-R-18, In Support of Employing Administrative Adjudication as an
          Alternative to the Criminal Justice System for Juveniles
V. ITEMS FOR DISCUSSION

Review of Police Complaints
Three complaints were reviewed

VI. ITEMS FOR COMMUNICATION

(HH5) We're Out Walking (WOW) Program Kickoff Celebration
12th Annual WOW Program Opening Celebration is on June 15th at ETHS from 10 a.m. to 1 p.m.

VII. ADJOURNMENT
Evanston Arts Council Retreat  
*March 9, 2019*  
*Levy Senior Center*

**Attendees:**  
**Arts Council Members**—Beth Adler, Susan Davis Friedman, Angela William, Jamal Ahmed, Indira Johnson, Gay Riseborough, BJ Jones, Toby Sachs, Judith Cohen  
**City Staff:** Paulina Martinez, Kimberly Richardson  
**Facilitator:** Marc Hilton

After lunch, we participated in an icebreaker where all present broke into pairs and interviewed each other then introduced their partner to the group.

We then reviewed our three different grant categories and the purpose of the Evanston Arts Council. Excerpts from *EvanstARTs*, the city’s recommendations for supporting the arts from 2015, were sighted.

**Small Group Task Forces**  
After pinpointing the three main areas of focus, we broke into task force groups and went over some questions to come up with goals and strategies for moving forward.

Below are some of the outcomes from our task force groups. We all agreed that follow up meetings for each task force should take place to expand upon and follow through on our goals and strategies.

<table>
<thead>
<tr>
<th>Goals</th>
<th>Strategies</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Advocacy</strong></td>
<td>• Develop a contact list of our advocates and maintain contact with them.</td>
</tr>
<tr>
<td>• Create connections between EAC, the art community, and business community.</td>
<td>• Encourage council members and supporters to become “Friends of EAC”. Join Facebook Group, Tweet, post. Develop a strong identity for EAC.</td>
</tr>
<tr>
<td>• Align EAC values with Evanston City Council goals for 2019, especially as they relate to equity.</td>
<td>• Reestablish cultural arts lunches and act as agents to connect various artists and arts groups to both the Council and to each other.</td>
</tr>
<tr>
<td>• Increase the visibility of the value of the arts in Evanston with data driven outcomes from our granting.</td>
<td>• Celebrate our accomplishments with Bright Night for the Arts and quarterly events that focus on different Arts Groups. Each Council member takes one</td>
</tr>
<tr>
<td>Organization and Produce</td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td></td>
</tr>
<tr>
<td>Develop a calendar of upcoming events. Get our grantees to post to it.</td>
<td></td>
</tr>
<tr>
<td>Consider ways to utilize the Evanston Community Foundation as a partner.</td>
<td></td>
</tr>
<tr>
<td>Encourage EAC members to attend exhibitions and performances in Evanston and show support.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Granting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raise the profile of the EAC’s grant making opportunities to interest a more varied group of applicants.</td>
</tr>
<tr>
<td>Reimagine the grant process and program, addressing issues of equity as a primary focus.</td>
</tr>
<tr>
<td>To create equity in the arts across Evanston, find alternate funding mechanisms to funnel resources into underserved neighborhoods, including through public benefit agreements and the like.</td>
</tr>
<tr>
<td>Establish an advisory board of “Arts Stars” in our community</td>
</tr>
<tr>
<td>Develop an “EAC Seal of Approval” to indicate our support for larger organizations that do not necessarily need our funding, but need our buy-in.</td>
</tr>
<tr>
<td>Work with DAPR on getting a seat at the table when negotiating arts in the Public Benefits package for new business development.</td>
</tr>
<tr>
<td>Work towards 1% for art for all new development.</td>
</tr>
<tr>
<td>Establish a fund for underserved neighborhoods to fund art projects that could accept private donations.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Advising</th>
</tr>
</thead>
<tbody>
<tr>
<td>Become more effective advisors to the City Council by building relationships with Human Services Committee, Parks and Rec staff, and DAPR.</td>
</tr>
<tr>
<td>Hire staff to advocate for the arts both internally and in the community.</td>
</tr>
<tr>
<td>Encourage each council member to establish relationships with the alderman. Assign an alderperson to each member of the council.</td>
</tr>
<tr>
<td>Attend Council Meetings, Human Services Committee meetings, and Ward meetings.</td>
</tr>
<tr>
<td>Highlight grant awardees with data to help the council understand where grant monies are going and how they benefit our community.</td>
</tr>
<tr>
<td>Reimagine the role of subcommittees.</td>
</tr>
<tr>
<td>• Build relationships with the schools.</td>
</tr>
<tr>
<td>• Understand the arts priorities for each ward by attending ward meetings and work towards accomplishing those priorities with each alderman.</td>
</tr>
</tbody>
</table>

**Current Updates:**
We are working through some of our strategies. This is ambitious list and both Paulina and Kimberly are assisting us as they are able. With the Council’s usual tasks of reviewing grant proposals for both the Cultural Fund and our Neighborhood grants as well as keeping up with Public Art maintenance and new potential projects, it has been challenging to get to many of these. Each group leader has chosen at least one strategy and is following up. Here’s where we are today:

**Advocacy**-Toby Sachs who led this group has been putting together an updated list of all the arts organizations in Evanston and is working to re-establish the “Cultural Arts Lunches”, a roundtable of leaders from the various arts organizations who sit around a provided box lunch to discuss upcoming events, concerns, and ways to engage with the city and each other. This took place several times a year in the early years of Jennifer’s tenure. We hope to have these luncheons at least twice a year. The arts community had found them very helpful in the past and is looking forward to attending the next one. The first one will happen this fall.

**Granting**-Susan Friedman is leading our Cultural Fund efforts which are in full swing. On Saturday May 4, a group of 10 judges, from both the Arts Council and the Community came together and reviewed approximately 20 grant proposals for Operating assistance and special projects requested by non-profit organizations in Evanston. We continue to look for organizations that address diversity, inclusion, arts in every ward, and the maximum number of citizens served. We have yet to count the votes and assess the distribution of our $30K in funds. This was a lively and exciting discussion and many deserving organizations applied.

Our Neighborhood grants have been being distributed at our monthly meetings. So far we have allocated 5 grants and they are as follows:

1. Publication by Jason Brown, chronically his Arts Council supported Winter Hearth activities in our community over the past several years. $250
2. Evanston Symphony Orchestra’s Young Person’s Concert: Youth Concert on May 19th, $600 to cover copyright costs.
3. Mat Rappaport – Range Mobile Lab Public Video Performances $1000
4. Downtown Evanston –funding a painted piano in Fountain Square $750
5. Gina Clark-Fight Like a Girl-Exhibition of Portraits of everyday women heroes in our community $500
6. Next month we expect to have 6 grant more proposals presented including a publication by Design Evanston, Juta and the High Dukes to fund a music and dance class for people with physical challenges and others.

**Advising**—We are your Arts Council. We are by definition, advisors to the City Council, the Mayor and the City Manager. We consider it our job to inform, recommend, and, most important, advise. Our members represent most of the Wards and a cross-section of our community. They have been and will continue to attend Ward meetings and make efforts to get to know their Alderman. We attend cultural events and arts programs to be better informed about the arts community. We are happy to engage with any of you or your city council mates on issues in the arts and hope you will reach out to us. We will be presenting information on our progress several times a year to keep you in the loop as to our progress.

**In Conclusion:** Word is getting out! The Arts Council is alive and well and here to support arts programming in Evanston. As I expressed, we have ambitions as well as challenges. The elimination of our full-time arts coordinator position has limited our ability to accomplish the things that the Evanston arts community really needs from us. Our current council is terrific and our staff supporters have really been participating at a new level of engagement, however they all have other responsibilities and/or are volunteers and our ability to really connect with the arts community and encourage its health, is limited. We are working with staff to further articulate our needs and will be submitting a job description in the next few months for you to consider as either full-time, part time or contract position.
HUMAN SERVICES COMMITTEE
Monday March 4, 2019
6:00 p.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston IL, Council Chambers

Members Present: Alderman Fleming, Alderman Revelle, Alderman Rue-Simmons, Alderman Fiske

Members not Present: Alderman Braithwaite

Staff Present: Nicola Whyte, Lawrence Hemingway, Kumar Jensen, Kevin Brown, Sharon Johnson Demitrous Cook, Hugh DuBose, and Wally Bobkiewicz

Presiding Member: Alderman Rue Simmons

CALL TO ORDER / DECLARATION OF QUORUM
Ald. Fleming called the meeting to order at 6:12p.m.

APPROVAL OF MEETING MINUTES OF February 4, 2019
Alderman Revelle moved approval, Alderman Fleming seconded; approved 4-0

Citizen Comments
Karen Courtright a member of the Police Complaint Assessment Committee said the following can be done at no cost: Allow the intake of citizen complaints to take place in other facilities outside of the Evanston Police Department (EPD): the complaints can be received by senior leadership above the first level and by non-EPD staff: create charter for new civilian review board.

Doreen Price supports the Rebuilding Warehouse Pathways to Union Apprenticeship Program.

Corinne Clarkson supports having a dog beach, she shared an article from the February 28, 2019 Chicago Tribune “Chicago is sinking. Here’s what that means for Lake Michigan and the Midwest”.

Brie Noel held a fund raiser called The Bow Party in which she sold hair bows in support of homelessness and presented Evanston Own It with a check for $100.

Read by Ald. Rue Simmons: To all the Human Services Committee members. My name is Karen Perlia and I’m a lifetime Evanston resident. I’ve lived in the 8th ward for 25 years. Along with my husband (Louis) we run a Evanston Dog beach FB page. We like to keep people informed and share pictures of the dog beach and other dog issues.

Please consider when hearing about the update on the dog beach, that there are many of us
who want a dog beach this summer.
If not in the current location, north of the boat dock, then please consider Lincoln street beach.
Lincoln street beach is Evanston owned beach property, that was not utilized as much by beach patrons last year. I believe strongly that by making Lincoln Street Beach the new dog beach location it would be welcomed and used!

I remind you all, that the dog beach is very lucrative for the city of Evanston. It can bring in $40,000 or more.

I am not wanting to sit through a 3 hour committee meeting or rally the troops, until I know where the city of Evanston stands on this matter. But I assure you that there are many of us Evanston, and nearby suburbs that would like a dog beach to go to in Evanston.
So I urge those on this committee to consider this seriously.

*Kathleen Angeman* supports having a dog beach

**2019 Special Events in City Parks**
Staff recommends approval of the 2019 special events proposed in city parks, contingent upon compliance of all requirements as set forth by the Special Event Policy & Guidelines. This year’s calendar includes one new park event (1 Million Steps for OCD Walk).

For Action
Alderman Fleming moved approval, Alderman Revelle seconded: approved 4-0

- If an organizer does not pay for the event that event is not brought to the committee for approval.
- Organizers can request additional trash containers for a fee of fifty dollars ($50.00) for ten (five trash and five recycling)
- Composting is not available for special events at this time
- Loud speakers are available until 10 pm
- Polar Plunge has moved back to Northwestern

**Resolution 15-R-19, Designating the Portion of Church Street between Hartrey Avenue and Grey Avenue with the Honorary Street Name Sign, “Tina Lifford Way”**
The Parks, Recreation and Community Services Board recommend adoption of Resolution 15-R-19, naming the portion of Church Street between Hartrey Avenue and Grey Avenue with the Honorary Street Name Sign, “Tina Lifford Way”

For Action
Alderman Revelle moved approval, Alderman Fiske second; approved 4-0

**Resolution 16- R-19 Authorizing the City Manager to Enter into Twenty Four Month Lease Agreements for Music Studio Space at the Gibbs Morrison Cultural Center**
Staff recommends approval of Resolution 16-R-19 authorizing the City Manager to enter into an agreement for twenty-four (24) month lease terms with Avengerz Music Group LLC

For Action
Alderman Fiske moved approval, Alderman Fleming second; approved 3-0 (Alderman Rue Simmons abstained)

**Evanston Rebuilding Warehouse Pathways to Union Apprenticeship Program Proposal**
The Minority, Women, and Evanston Based Enterprise (MWEBE) Development Committee recommends approval of the proposed Pathways to Union Apprenticeship Program with Evanston Rebuilding Warehouse (ERW) and Minority Business Consortium (MBC). It is
recommended Human Services Committee approve allocations of $40,000 during 2019 which will provide strong pathway for six (6) Evanston residents to access union apprenticeship programs.

For Action
Alderman Fleming moved approval, Alderman Fiske second; approved 4-0

Ann Nicklin, Director of Workforce Training and Deconstruction Services, Evanston Rebuilding Warehouse gave a brief update on the program which will pay 10 workers from a fund of forty thousand dollars ($40,000.00) and thirty (30) residents will be trained.

ITEMS FOR DISCUSSION

Hillard Heinze Report
Police Chief Cook went through the six findings from the Hillard Heinze report and gave his opinion of each item to the committee.

Police Complaint Assessment Committee Recommendations
Ald. Fleming asked if the complaint intake was available at the Civic Center. Currently complaint forms are available at the police station and online.

The Chief believes it is not the responsibility of OPS to explain an officer’s behavior at meetings that should be the responsibility of the officers’ supervisors. He hopes the recommendation fosters a greater level of accountable among supervisors.

Climate Action and Resilience Plan Implementation Strategy (2019-2020) Update
Chief Sustainability and Resilience Officer Kumar Jensen updated the committee on the Climate Action and Resilience Plan Implementation Strategy CARP (2019-2020). There are six criteria and an implementation cycle ranging from 2019-2025. There are twenty eight implementation actions for 2019 and fifteen for 2020 involving several city departments. To date fourteen actions are in progress, including one from 2020.

There are three guiding principles: Equity, Outcome and Cost-Effective and Affordable.

Sustain Evanston a 2.5 month pilot program will offer participants $350. The third action calls for affordable resilient net-zero homes emission building codes for all buildings by 2030 and to remove barriers to be able to afford net-zero homes.

Discussion of lakefront special events with no connection to Evanston nonprofit
Alderman Fiske is concerned about the profit making group who identify local partners at organized events. She asked for a breakdown of who are the organizations, the organization structure, what percentage of the revenue raise do they take and how much of the revenue goes to the local organization. Director Lawrence will work with the agencies to ascertain the requests. The request is not limited to just lakefront activities.

Youth and Young Adult Division Update
Kevin Brown Community Services Manager gave an update on the Youth and Young Adult Division. The division models encompasses community mobilization, opportunities provision, social intervention, suppression which includes case management and monitoring at-risk and gang involved individual and organizational change and development.
Business Diversity Compliance Officer Sharon Johnson works with approximately 12 unions to assist and prepare participants to be job ready. She noted one challenge is see frequently are the need for participants to refresh their math skills. Math will make the participants apprentice ready to be union ready for available jobs.

**Update on Dog Beach**
Park Recreation and Community Service Director Lawrence Hemingway gave a historical picture of the water levels. It showed in the early 1990 the water level was high at the beginning of 2000’s the water level receded and which lasted for 15 years. It is unknown how long the water levels will remain high. All of the projections indicate the water levels will be high for 2019 therefore the dog beach will not be available.

In order to use the dog beach all dogs immunizations have to be up to date.

**ITEMS FOR COMMUNICATION**
Ald. Rue Simmons thanked the children at Family Focus program that sent in hand written notes. They were thankful for the opportunity to attend a black history performance at Fleetwood Joudain on February 19.

**ADJOURNMENT**

Unanimously approved, meeting adjourned at 8:25 p.m.

Respectfully Submitted,
Nicola Whyte
Administrative Lead
Memorandum

To: Members of the Human Services Committee
From: Members of the Alternatives to Arrest Committee

Date: May 6, 2019

Recommended Action:
The Alternatives to Arrest Committee recommends City Council adoption of Resolution 68-R-18, In Support of Employing Administrative Adjudication as an Alternative to the Criminal Justice System for Juveniles, and Ordinance 159-O-18, Amending Portions of the City Code Incorporating Restorative Justice Practices for Minors.

Background:
On April 17, 2017, Mayor Stephen Hagerty announced the formation of the Alternatives to Arrest Committee which consisted of eight members appointed by the Mayor, with Alderman Peter Braithwaite appointed to chair the committee. The Committee’s goal is to find alternatives to arrest for misdemeanors and reduce the number of young adults that have a difficult time finding a job later in life.

Initially, the Committee focused on the review on the City’s record-keeping policies and procedures regarding minors, which cumulated in the passage of Ordinance 15-0-18, Creating Title 9, Chapter 18 of the Evanston City Code, Juvenile Law Enforcement Records," and Ordinance 65-O-18, Amending Portions of Title 11, Chapter 1 of the Evanston City Code for the Expungement of Juvenile Administrative Hearing Records by the City Council in May 2018. Along with the adoption of the ordinances, the Committee worked with the Evanston Police Department to revise the Inform and Formal Station Adjustment Forms as an alternative to a court referral.

Summary:
The Committee created a subcommittee to review the administrative adjudication hearing process for minors and certain municipal offenses currently prosecuted in the Circuit Court of Cook County, which generates a record, which could move to the administrative adjudication process.
Resolution 68-R-18 and Ordinance 15-O-19 were created to reduce the number of minors receiving a juvenile arrest record through the Circuit Court of Cook County. The Ordinance 15-O-19 include the following changes:

- In all cases where a finding of liability is made, the Hearing Officer shall offer to the respondent the option of performing a number of community service hours not to exceed a number commensurate in value to the otherwise imposable fine. If the ordered community service hours are completed within one hundred twenty (120) days, no fine may thereafter be imposed for that violation.

- Whenever a charging document is issued alleging a violation of the City Code by a person who is under eighteen (18) years of age at the time of the alleged violation, the City's Division of Administrative Hearing shall maintain the confidentiality of any records generated from that charging document, including the document itself, in compliance with 705 ILCS 405/1-7, "Confidentiality of Law Enforcement and Municipal Ordinance Violation Records."

- The City's Division of Administrative Hearings shall provide separate and private hearings for minors.

- If a minor has previously been found liable for violating the subject City Code provision and received three (3) or fewer prior findings of a violation of the subject City Code offense, the minor shall upon disposition receive the option to participate in restorative practices. Restorative practices may include a convening where the minor and members of the community, including victims, where appropriate, convene to identify harm, repair harm to the extent possible, address trauma, reduce the likelihood of further harm, and/or strengthen community ties by focusing on the needs and obligations of all parties involved through a participatory process, which may involve a minor participating in any of the following or similar services determined necessary by an administrative hearing officer: substance abuse education, counseling, career training, victim-offender mediation, and/or the performance of community service not to exceed forty (40) hours.

- In order to participate in restorative practices, the minor and parent/guardian or emancipated minor shall be required to sign an agreement that requires completion of the services within a reasonable time period, not to exceed one hundred twenty (120) days, as determined by the administrative hearing officer.

- If the minor is successful in completing the requirements under the agreement, the minor shall not be issued a fine for that violation and the matter will be marked a closed case. If the minor is not successful, an allowable fine may be imposed.

- Addition of Section 9-5-26 - General Theft of Property Under $500; Retail Theft Under $300 to the Evanston City Code.
Upon approval of Ordinance 159-O-18, the ordinance will go into effect June 1, 2019.

Legislative History:
At the February 27, 2019 Alternatives to Arrest Committee meeting, the Committee reviewed Ordinance 159-O-18 and Resolution 68-R-18 and recommended approval by City Council.

Attachments:
Ordinance 159-O-18
Resolution 68-R-18
159-O-18

AN ORDINANCE

Amending Portions of the City Code Incorporating Restorative Justice Practices for Minors

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF

THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: City Code Section 11-1-9, “Scope of Authority of Hearing Officers,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

11-1-9. - SCOPE OF AUTHORITY OF HEARING OFFICERS.

Hearing Officers will preside over adjudicatory hearings. The authority of a Hearing Officer will encompass all acts necessary to conduct fair and impartial adjudicatory hearings, including, but not limited to:

(A) Hear testimony and accept evidence that is relevant to the existence of the Code violation.

(B) Administer oaths and affirmations to witnesses.

(C) Subject to City Code Section 11-1-10, at the request of any party or on the Hearing Officer's own motion, issue subpoenas for the attendance of relevant witnesses and/or the production of relevant books, records, or other information.

(D) Preserve the record of the hearing, including all exhibits and evidence admitted into the record at the hearing.

(E) Issue a determination based upon a review of the notice of violation, citation, ticket, or other charging document (any of which will constitute a "charging document" under this Title) and on the evidence admitted, which determination will be final for purpose of judicial review under the Illinois Administrative Review Law, 735 ILCS 5/3 et seq. The determination will be in writing, will be signed by the Hearing Officer, and will be designated as finding(s), decision and order.

(F) Upon finding a respondent liable for violating one or more Code provisions, impose penalties as provided by the governing penalty provision; except, however, that in no event will a Hearing Officer have authority to: 1) impose a penalty of incarceration; or 2) impose a fine in excess of fifty thousand dollars
When applicable, each day a code provision is found to have been violated by the respondent, will constitute a separate offense, and each separate offense subjects the respondent to the penalty provided by the governing penalty provision. In all cases where a finding of liability is made, the Hearing Officer shall offer to the respondent the option of performing a number of community service hours not to exceed a number commensurate in value to the otherwise imposable fine. If the ordered community service hours are completed within one hundred twenty (120) days, no fine may thereafter be imposed for that violation. The Hearing Officer may also:

1. Tax administrative and/or enforcement costs and when applicable, tax incurred by the City for effecting compliance with Code provision(s) for which a respondent has been found liable.

2. Order, in addition to fines or costs, the respondent to comply with code provision(s) found to have been violated, and, if appropriate, order the respondent to post a compliance bond as provided by City Code Subsection 11-1-16(B)(1).

3. Order, in addition to fines imposed or costs, the respondent to perform a term of community service.

(G) Follow the policies, procedures and legislation set forth in this Code, except where discretion is specifically vested in the Hearing Officer. A Hearing Officer is authorized to waive the fine and/or costs that otherwise would be imposed upon finding a respondent liable for one (1) or more Code violations when the Hearing Officer specifically finds as a matter of fact that the violation(s) occurred under such circumstances as to a reasonable person would constitute an excuse for the violation(s).

(H) Rule upon motions, objections and the admissibility of evidence.

(I) Ask questions of the parties and witnesses to ensure the clarity and completeness of the testimony and the record.

(J) Regulate the course of the hearing in accordance with this Chapter, the rules adopted by the Chief Financial Officer or his/her designee for the conduct of administrative hearings, and other applicable law.

SECTION 2: City Code Section 11-1-11, “Administrative Hearings,” of the Evanston City Code of 2012, as amended, is hereby further amended to add City Code Subsection 11-1-11(H), “Administrative Adjudication for Minors,” to read as follows:

(H) Administrative Adjudication for Minors.

1. Whenever a charging document is issued alleging a violation of the City Code by a person who is under eighteen (18) years of age at the time of the alleged violation, the City’s Division of Administrative Hearing shall maintain the confidentiality of any records generated from that charging document, including the document itself, in compliance with 705 ILCS
405/1-7, “Confidentiality of Law Enforcement and Municipal Ordinance Violation Records.” For purposes of this subsection, a minor shall be defined as anyone who is under the age of eighteen (18) at the time of the alleged violation of the City Code.

2. The City’s Division of Administrative Hearings shall provide separate and private hearings for minors.

3. If a minor has previously been found liable for violating the subject City Code provision and received three (3) or fewer prior findings of a violation of the subject City Code offense, the minor shall upon disposition receive the option to participate in restorative practices. Restorative practices may include a convening where the minor and members of the community, including victims, where appropriate, convene to identify harm, repair harm to the extent possible, address trauma, reduce the likelihood of further harm, and/or strengthen community ties by focusing on the needs and obligations of all parties involved through a participatory process, which may involve a minor participating in any of the following or similar services determined necessary by an administrative hearing officer: substance abuse education, counseling, career training, victim-offender mediation, and/or the performance of community service not to exceed forty (40) hours.

4. In order to participate in restorative practices, the minor and parent/guardian or emancipated minor shall be required to sign an agreement that requires completion of the services within a reasonable time period, not to exceed one hundred twenty (120) days, as determined by the administrative hearing officer.

5. If the minor is successful in completing the requirements under the agreement, the minor shall not be issued a fine for that violation and the matter will be marked a closed case. If the minor is not successful, an allowable fine may be imposed.

SECTION 3: City Code Section 9-5-26, “General Theft,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

9-5-26 – GENERAL THEFT OF PROPERTY UNDER $500; RETAIL THEFT UNDER $300.

(A) Definitions.

<table>
<thead>
<tr>
<th>THEFT DETECTION DEVICE REMOVER.</th>
<th>Any tool or device specifically designed and intended to be used to remove any theft detection device from any merchandise.</th>
</tr>
</thead>
<tbody>
<tr>
<td>THEFT DETECTION SHIELDING DEVICE.</td>
<td>Any laminated or coated bag or device designed and intended to shield</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>UNDER-RING</td>
<td>To cause the cash register or other sales recording device to reflect less than the full retail value of the merchandise.</td>
</tr>
<tr>
<td>SHOPPING CART</td>
<td>Push carts of the type or types which are commonly provided by grocery stores, drug stores, or other retail mercantile establishments for the use of the public in transporting commodities in stores and markets and, incidentally, from the stores to a place outside the store.</td>
</tr>
<tr>
<td>RETAIL MERCANTILE ESTABLISHMENT</td>
<td>Any place where merchandise is displayed, held, stored, or offered for sale to the public.</td>
</tr>
<tr>
<td>PREMISES OF A RETAIL MERCANTILE ESTABLISHMENT</td>
<td>Includes, but is not limited to, the retail mercantile establishment, any common use areas in shopping centers, and all parking areas set aside by a merchant or on behalf of a merchant for the parking of vehicles for the convenience of the patrons of such retail mercantile establishment.</td>
</tr>
<tr>
<td>MERCHANT</td>
<td>An owner or operator of any retail mercantile establishment or any agent, employee, lessee, consignee, officer, director, franchisee, or independent contractor of such owner or operator.</td>
</tr>
<tr>
<td>MERCHANDISE</td>
<td>Any item of tangible personal property.</td>
</tr>
<tr>
<td>FULL RETAIL VALUE</td>
<td>The merchant's stated or advertised price of the merchandise. To “conceal” merchandise means that, although there may be some notice of its presence, that merchandise is not visible through ordinary observation.</td>
</tr>
</tbody>
</table>

(B) It shall be unlawful for any person to commit general theft of property under five hundred dollars ($500.00). A person commits the offense of general theft when said person knowingly:

1. Obtains or exerts unauthorized control over property of the owner.
2. Obtains control over stolen property knowing the property to have been stolen or under such circumstances as would reasonably induce him or her to believe the property was stolen.

(C) It shall be unlawful for any person to commit retail theft of property under three hundred dollars ($300.00). A person commits the offense of retail theft when said person knowingly:

1. Takes possession of, carries away, transfers, or causes to be carried away or transferred, any merchandise displayed, held, stored, or offered for sale in a retail mercantile establishment with the intention of retaining such merchandise or with the intention of depriving the merchant permanently of the possession, use, or benefit of such merchandise without paying the full retail value of such merchandise; or

2. Alters, transfers, or removes any label, price tag, marking, indicia of value, or any other markings which aid in determining value affixed to any merchandise displayed, held, stored, or offered for sale, in a retail mercantile establishment, and attempts to purchase such merchandise personally or in consort with another at less than the full retail value with the intention of depriving the merchant of the full retail value of such merchandise; or

3. Transfers any merchandise displayed, held, stored, or offered for sale, in a retail mercantile establishment from the container in or on which such merchandise is displayed to any other container with the intention of depriving the merchant of the full retail value of such merchandise; or

4. Under-rings with the intention of depriving the merchant of the full retail value of the merchandise; or

5. Removes a shopping cart from the premises of a retail mercantile establishment without the consent of the merchant given at the time of such removal with the intention of depriving the merchant permanently of the possession, use, or benefit of such cart; or

6. Represents to a merchant that he or another is the lawful owner of property, knowing that such representation is false, and conveys or attempts to convey that property to a merchant who is the owner of the property in exchange for money, merchandise credit, or other property of the merchant; or

7. Uses or possesses any theft detection shielding device or theft detection device remover with the intention of using such device to deprive the merchant permanently of the possession, use, or benefit of any merchandise displayed, held, stored, or offered for sale in a retail mercantile establishment without paying the full retail value of such merchandise; or

8. Obtains or exerts unauthorized control over property of the owner and thereby intends to deprive the owner of the use or benefit of the property when a lessee of the personal property of another fails to return it to the owner, or if the lessee fails to pay the full retail value of such property to the lessor in satisfaction of any contractual provision requiring such, within ten (10) days after written demand from the owner for its return. A notice
in writing, given after the expiration of the leasing agreement by registered
mail to the lessee at the address given by the lessee and shown on the
leasing agreement shall constitute proper demand.
In all subsections of City Code 9-5-26(C), the property must have a value of less
than three hundred dollars ($300.00).
(D) Violations. A violation of this Section shall be punishable by a fine of one
hundred fifty dollars ($150.00).

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

SECTION 5: This ordinance shall be in full force and effect on July 1,
2019.

SECTION 6: The findings and recitals contained herein are declared to be
prima facie evidence of the law of the City and shall be received in evidence as
provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced:_________________, 2019               Approved:

Adopted:_______________, 2019                  _________________, 2019

_______________________________
Stephen H. Hagerty, Mayor

Attest:                                    Approved as to form:

_______________________________
Devon Reid, City Clerk

_______________________________
Michelle L. Masoncup, Corporation
Counsel
68-R-18

A RESOLUTION

In Support of Employing Administrative Adjudication as an Alternative to the Criminal Justice System for Juveniles

WHEREAS, the Alternatives to Arrest Committee found that the maintenance of juveniles' arrest and court records can prevent juveniles from accessing educational and employment-related opportunities; and

WHEREAS, the Alternatives to Arrest Committee found that each prosecution in the Circuit Court of Cook County for a municipal ordinance or state law violation generates a record maintained by the Circuit Court, while an adjudication of a City ordinance violation in the City’s Division of Administrative Hearings generates no such record; and

WHEREAS, the Alternatives to Arrest Committee found that certain juvenile and adult misdemeanor records are, in fact, forwarded to the Illinois State Police, thereby generating additional records, while the City has no statutory obligation to report administrative adjudications of municipal ordinance violations to the Illinois State Police; and

WHEREAS, the Alternatives to Arrest Committee found that Ordinance 65-O-18 provides for expungement – a complete destruction – of the City’s Division of Administrative Hearing records, while there is no state statute that provides for expungement of records relating to a municipal ordinance violation prosecution in Circuit Court; and
WHEREAS, the Alternatives to Arrest Committee concluded that more expansive use of the City’s system of administrative adjudication would enable the City to reduce the number of records generated by arrests of juveniles while still adequately addressing misbehavior conducted by juveniles; and

WHEREAS, the City Council tasked the Alternatives to Arrest Committee with finding local alternatives to arrest for misdemeanor offenses and with seeking out ways to reduce the number of juveniles with arrest and court records; and

WHEREAS, the Evanston City Council now finds that building and maintaining a community that implements restorative and supportive practices for juveniles while reducing the number of arrest and court records for juveniles is in line with the public policy of the City; and

WHEREAS, the Evanston City Council seeks to implement comprehensive and holistic rehabilitative practices in circumstances where juveniles are cited for violations of the City Code within the administrative adjudication process; and

WHEREAS, the Evanston City Council acknowledges the findings of the Alternatives to Arrest Committee and finds it appropriate to act in response to those findings.

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

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

SECTION 2: The Evanston City Council directs the Evanston Police Department to refer minors under the age of 18 years old for all appropriate and
applicable cases to the Division of Administrative Hearings as a diversion from the Circuit Court of Cook County.

**SECTION 3:** This resolution shall be in full force and effect from and after the date of its passage and approval in the manner required by law.

_______________________________
Stephen H. Hagerty, Mayor

Attest:
Devon Reid, City Clerk

Approved as to form:
Michelle L. Masoncup, Corporation Counsel

Adopted: _________________, 2019
GRANT AGREEMENT

THIS GRANT AGREEMENT (the “Agreement”) is entered into on this ___ day of ____________, 2019 (“Effective Date”), by and between the City of Evanston, an Illinois home rule municipality, (“City”), and Evanston Animal Shelter Association, an Illinois not-for-profit corporation (“EASA”) (individually, the City and EASA are referred to herein as “Party” and collectively, they are referred to as the “Parties”).

RECITALS

WHEREAS, the City selected EASA to serve as the Volunteer Animal Organization to run the Evanston Animal Shelter (the “Shelter”) at 2310 Oakton Street for a two year term June 1, 2019 - May 31, 2021; and

WHEREAS, EASA seeks funding to support its work at the Shelter and seeks grant funding from the City of Evanston in the amount of $65,000 annually through the end the term of the Volunteer Animal Organization Agreement, to allow EASA to retain part-time staff members to oversee operations at the Shelter; and

WHEREAS, the City Council of the City of Evanston finds the best interests of the City include financial support of EASA’s efforts to provide safe and quality services to the animals in its care at the Shelter; and

WHEREAS, the City has authorized City staff to manage and administer this Grant Agreement on behalf of the City including, without limitation, authorizing the City Manager to execute this Agreement with EASA, thereby establishing terms, conditions, and requirements for participation in this Agreement,

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual obligations of the Parties as follows:

AGREEMENT

I. TERMS OF GRANT

a. EASA will utilize the grant funds to retain part-time employees that perform functions related to an animal coordinator and kennel assistant for the EASA to handle the operations at the Shelter. The grant funds will also be utilized to pay for associated employee costs, including overtime pay, liability insurance and payroll processing costs. The brief job descriptions for the proposed EASA employees are attached as Exhibit A and incorporated herein.

b. Commencing on June 1, 2019, City shall disburse the grant funds in six (6) month installments of $32,500 through the end of the Term according to the following schedule:
<table>
<thead>
<tr>
<th>Payment Date</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/2019</td>
<td>$32,500</td>
</tr>
<tr>
<td>1/1/2020</td>
<td>$32,500</td>
</tr>
<tr>
<td>6/1/2020</td>
<td>$32,500</td>
</tr>
<tr>
<td>1/1/2021</td>
<td>$32,500</td>
</tr>
</tbody>
</table>

Total Disbursements under this Grant Agreement: $130,000

c. Prior to disbursement of the installments, the authorized City staff member staff shall review EASA’s payroll records every six months and confirm that the grant funds are utilized solely for the expenses outlined in Section I(a). In addition, EASA cannot be in default of any term of the Volunteer Animal Organization Agreement between the Parties prior to a disbursement. Any defaults of this Agreement or the Volunteer Animal Organization Agreement shall be cured prior to disbursement of funds.

II. COMPLIANCE WITH LAW

EASA agrees to comply with all the requirements now or hereafter in force, of all municipal, county, state and federal authorities, pertaining to the development and use of the Property and construction of the Project, as well as operations conducted on the Property. The Director will not issue any Grant funds to the EASA if there is in violation of any law, ordinance, code, regulation, or permit. The City agrees to cooperate and assist EASA in such compliance if the assistance of the City is required.

III. NOTICES

All notices permitted or required hereunder must be in writing and shall be effected by (i) personal delivery, (ii) first class mail, registered or certified, postage fully prepaid, or (iii) reputable same-day or overnight delivery service that provides a receipt showing date and time of delivery, addressed to the following parties, or to such other address as any party may, from time to time, designate in writing in the manner as provided herein:

To City: City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201  
Attn: City Manager

With a copy to: City of Evanston  
2100 Ridge Avenue, Room 4400  
Evanston, IL 60201  
Attn: Corporation Counsel
To EASA: Evanston Animal Shelter Association
Attn: Vicky Pasenko and Alisa Kaplan
2310 Oakton Street
Evanston, IL 60202

Any written notice, demand or communication shall be deemed received immediately if personally delivered or delivered by delivery service to the addresses above, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

IV. DEFAULT; REMEDIES; DISPUTE RESOLUTION


In the event of failure by either party hereto substantially to perform any material term or provision of this Agreement, the non-defaulting party shall have those rights and remedies provided herein, provided that such non-defaulting party has first provided to the defaulting party a written notice of default in the manner required herein identifying with specificity the nature of the alleged default and the manner in which said default may be satisfactorily be cured.

b. Cure of Default

Upon the receipt of the notice of default, the alleged defaulting party shall promptly commence to cure, correct, or remedy such default within 90 days and shall continuously and diligently prosecute such cure, correction or remedy to completion.

c. City Remedies; Refund of Grant.

In the event of a material default by EASA of the terms of this Agreement that has not been cured within the time frame set forth in Paragraph b above, the City, at its option, may terminate this Agreement or may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement. In the event of a default by EASA that occurs after the City has disbursed any Grant funds, the total of such installment of the grant, shall be refunded to the City.

d. EASA’s Exclusive Remedies.

The parties acknowledge that the City would not have entered into this Agreement if it were to be liable in damages under, or with respect to, this Agreement or any of the matters referred to herein. Accordingly, EASA shall not be entitled to damages or monetary relief for any breach of this Agreement by the City or arising out of or connected with any dispute, controversy, or issue between EASA and the City regarding this Agreement or any of the matters
referred to herein, the parties agreeing that declaratory and injunctive relief, mandamus, and specific performance shall be EASA's sole and exclusive judicial remedies except for any willful misconduct of the City, or its respective officers, officials, representatives, active employees, contractors or agents.

V. APPLICABLE LAW AND BINDING EFFECT

The laws of the State of Illinois without regard to principles of conflicts of law shall govern the interpretation and enforcement of this Agreement. This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. EASA hereby represents that the persons executing this Agreement on behalf of EASA have full authority to do so and to bind EASA to perform pursuant to the terms and conditions of this Agreement.

VI. COUNTERPARTS

This Agreement may be executed by each party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

VII. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

a. This Agreement and the Exhibit express all understandings of the parties concerning the matters covered in this Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto.

b. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the EASA, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the EASA.

VIII. NON-ASSIGNMENT

EASA shall not assign the obligations under this Agreement, nor any monies due or to become due, without the City’s prior written approval, and EASA proposed assignee’s execution of an assignment and assumption agreement in a form approved by the City. Any assignment in violation of this paragraph is grounds for breach of this Agreement, at the sole discretion of the City Manager. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

IX. NO WAIVER

No failure of either the City or EASA to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this
Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first written above.

THE CITY OF EVANSTON,
an Illinois home rule municipal corporation

By: _________________________________

Its: City Manager, Wally Bobkiewicz

EVANSTON ANIMAL SHELTER ASSOCIATION
an Illinois not-for-profit corporation

By: _________________________________

Its: President

Print Name: ___________________________
EXHIBIT A
EASA Part-Time Employee Job Descriptions

Role #1: Animal Shelter Coordinator I
8:30 a.m. to 1:30 p.m.
25 hours per week 5 hours per day Monday through Friday

This role would include the following:

- Coordinating the activities of the morning volunteers, providing guidance and direction as necessary
- Greeting the public as required
- Answering the phone and responding to questions or taking messages as necessary
- Intake of any animals as required, providing options when we can’t take the animal
- Returning animals to owners following prescribed guidelines
- Identifying animals that need immediate medical attention; contacting the appropriate medical coordinators for guidance and possibly transporting the animals to a vet
- Accepting donations and putting them away
- Ensuring the shelter and grounds are clean and tidy
- Coordinate with the afternoon staff member to maintain a list of needed supplies
- Other duties as assigned or required

Role #2: Animal Shelter Coordinator II
1:15 pm through 6:15 pm
25 hours per week 5 hours per day Monday through Friday

- Greeting the public as required
- Answering the phone and responding to questions or taking message as necessary
- Intake of any animals as required, providing options when we can’t take the animal
- Returning animals to owners following prescribed guidelines
- Identifying animals that need immediate medical attention; contacting the appropriate medical coordinator for guidance and possibly transporting the animals to a vet
- Accepting donations and putting them away
- Ensuring the shelter and grounds are clean and tidy
- Coordinating with the afternoon staff member to determine needed supplies and placing orders to ensure needed supplies are on hand at all times
- Maintaining computer records including but not limited to: Database of volunteers, database of donors, inventory of animals,
- Maintain shelter files
- Other duties as assigned or required
Role #3: Kennel Assistant
8:00 am through 12:00 pm
20 hours per week 4 hours per day Monday through Friday

- Walking and socializing dogs
- Cleaning and disinfecting cages
- Assisting in the cleaning and maintenance of the facility
- Other duties as assigned or required
The renewal of the contract between the City of Evanston and the Evanston Animal Shelter Association (EASA) is the perfect opportunity to define the Evanston Animal Shelter charter, provide historical context for the newer members of the City Council, and highlight some of the many accomplishments achieved at the shelter.

**EVANSTON ANIMAL SHELTER CHARTER**

The Evanston Animal Shelter is an open admission, city shelter which takes in all the abandoned, abused and surrendered animals from the Evanston community regardless of age, medical condition and temperament.

**HISTORY**

In May of 2014, CARE – the previous volunteer animal organization (VAO) operating the shelter– was asked to leave after protracted negotiations with the City failed to reach an agreement that would facilitate their continued involvement. The high euthanasia rate for dogs was the centerpiece of the issues, however the dissemination of more than $1.4M also became a factor. In the end CARE left the shelter, but was allowed to retain the funds.

From May 2014 through May 2015 the City operated the shelter with the assistance of several key volunteers, including many current EASA Board Members. During that year the City, with the help of the Animal Welfare Board, issued an RFP for a new VAO. After a thorough vetting of organizations that responded to the RFP and presentations to the Human Services Committee and the City Council, the Evanston Animal Shelter Association was selected. A contract and a payroll grant were executed on June 1, 2015 and renewed for a 2-year period in April of 2017. The contract and payroll grant are set for renewal by the end of May 2019. It’s important to note that prior to these agreements, the City had employed three individuals at the shelter, a Chief Animal Warden, an Animal Warden and a Kennel Assistant. The payroll grant allowed the City to eliminate two city positions as a cost savings measure.

**EVANSTON ANIMAL SHELTER MISSION**

Upon taking over operation of the shelter, EASA created the shelter’s mission to serve as a guide for its path forward.

*The Evanston Animal Shelter and Adoption Center is committed to providing compassionate and humane care for Evanston’s abandoned, abused and relinquished animals and to find them homes through rehabilitation, foster care, adoption, and rescue organizations. We aim to further serve the community as a proactive resource for education, counseling and support.*

**EVANSTON ANIMAL SHELTER SAVE RATE**

From the beginning one of EASA’s goals was to reduce the euthanasia rate by providing the best chance possible for every animal that comes through the shelter doors. EASA is incredibly proud of its **Save Rate of 97%**.

Given the limited capacity of the shelter building, 24 dogs and optimally 35 cats, EASA has developed an extensive network of Foster Families. Fosters provide loving homes and care for a period of time while all expenses are covered by EASA. In particular animals with short-term medical conditions, animals that require constant care such as kittens that need 24/7 bottle feeding and those that simply do not adjust well to the shelter environment are placed in foster homes. At its high point, we have had as many as 150 animals in foster homes. EASA’s foster network has helped contribute to the shelter’s 97% save rate.

Please see the attached chart for Intake and Outcome details for the years 2016 – 2018.

**COMMUNITY ENGAGEMENT AND SUPPORT**

While animals under its care are EASA’s primary priority, it has a broader focus as well. EASA likes to say that we are, “More Than A Shelter,” because we have created a number of special programs to serve the community.
**Custodial Program:** Sometimes people face a short term housing crisis. This may be the result of a domestic violence situation, a foreclosure, a job loss or an extended hospital stay. In the past, these families would have been forced to surrender their beloved pets, but our **Custodial Program** offers families the option to leave their pets in our care for up to six weeks while they have the opportunity to get back on their feet and have their pets returned to them. While the animals are at the shelter their vaccinations are brought up to date, they are spayed or neutered and we address any medical conditions they might have – **free of charge**. Over the past three years we have provided 1,800 days of custodial care to 34 animals under this program. Fair market value for this service would run more than $72,000.

**More Than A Shelter Clinic:** Over the past three years EASA has taken in nearly 1,000 stray dogs and cats. The ideal outcome is for these animals to be returned to their homes. The best and quickest way to facilitate this is for the animals to be microchipped. In 2017 we hosted a free microchipping event where we chipped 34 cats and dogs. In 2018 we partnered with Companion Animal Hospital to include free rabies vaccinations, a State of Illinois law for all domestic pets. During our 2018 event 48 animals received a microchip and 75 received a rabies vaccination. We are proud to host the annual **More Than A Shelter Clinic** as a service to the community.

**High School Students, Junior Volunteer Program and Rescue Reader Program:** EASA believes that the inclusion of young people is valuable to building self confidence, developing empathy for shelter animals and creating a pipeline of future volunteers. EASA welcomes high school students to volunteer as a way to broaden themselves as individuals, give back to the community and fulfill service requirements. There are currently more than **two dozen ETHS students** volunteering on regular shifts at the shelter. Our **Junior Volunteer Program** takes place from April through September. The program leader holds a monthly event for children ages 8 through 12. Because of space considerations the events are often held offsite and include things such as a demonstration by the Evanston K9 officer, a presentation by the Evanston Animal Control Officer, and a discussion about training service animals. The **Rescue Reader Program** allows children ages 4 and up, along with a parent or guardian, to come to the shelter and read to an animal. It’s a fun way to sharpen reading skills while interacting with shelter animals.

**Forever Foster Program:** Our **Forever Foster Program** recognizes that senior animals or animals with special medical needs are difficult to adopt because of the concern for future medical costs. EASA eliminates that concern by agreeing to pay for medical expenses for the life of the animal. We have found senior citizens and graduate students provide amazing forever foster homes. The animals win because they have the chance to live the remainder of their lives in loving homes. The fosters win because they are able to enjoy the love of an animal they might not otherwise be able to afford.

**Pet Food Bank:** EASA is blessed to be the recipient of broad community support, including donations of food. Often people buy food for their picky eaters and bring us the food their animals refuse to eat. Sometimes people have lost their animal and have food left over that they don’t want to be wasted. Whatever the reason, we take this donated food and pay it forward by providing a **Food Bank** for those who need help feeding their animals. We are all better served any time we can provide assistance that keeps an animal in a loving home rather than having it surrendered to the shelter for lack of resources.

**Senior Safety Net Program:** EASA is proud to have launched a new program this past April. The **Senior Safety Net Program** addresses a growing need to provide assistance to seniors on a fixed income. We know that seniors often struggle with the cost of medical care for their companions. Something as simple as an ear infection, eye infection or the need for thyroid medication can stretch their budget beyond their means. This new program covers veterinary and medical costs up to $500 per year for up to two animals per household for individuals 63 years and older. Seniors shouldn’t have to watch their animal suffer or choose between medical care for their beloved pet or putting food on their table.

**VOLUNTEERS**

EASA is fortunate to have a steady stream of volunteers without any active recruitment activities. Potential volunteers are first asked to watch a video on the shelter website. The video provides details about age requirements, shift...
schedules and other relevant information. Once potential volunteers have viewed the video they sign up for an orientation session followed by canine or feline hands-on training and then start on their selected shifts. EASA currently has 175+ volunteers who care for the animals, maintain the cleanliness of the shelter and help with special events.

The Evanston Animal Shelter Association was formed for the sole purpose of supporting the Evanston Animal Shelter and the Evanston Community. We look forward to renewing our contract with the City of Evanston and continuing to support the animals and the community.

Attachments:
Evanston Animal Shelter Intake and Outcome Statistics
EASA Budget
Promotional Flyer with Additional Key Shelter Metrics
## Summary Financial Statement

### ASSETS & LIABILITIES

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash &amp; Equivalents</td>
<td>$233,295</td>
<td>$285,594</td>
</tr>
<tr>
<td>Total Liabilities</td>
<td>4,978</td>
<td>2,063</td>
</tr>
<tr>
<td>Net Assets</td>
<td>228,317</td>
<td>283,531</td>
</tr>
<tr>
<td>Total Liabilities &amp; Net Assets</td>
<td>$233,295</td>
<td>$285,594</td>
</tr>
</tbody>
</table>

### OPERATING REVENUES

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fundraising</td>
<td>85,865</td>
<td>38,508</td>
</tr>
<tr>
<td>Adoption Services</td>
<td>58,062</td>
<td>56,820</td>
</tr>
<tr>
<td>Public Donations</td>
<td>62,951</td>
<td>66,771</td>
</tr>
<tr>
<td>Bequests</td>
<td>-</td>
<td>95,000</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>-</td>
<td>2,705</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$206,878</td>
<td>$259,804</td>
</tr>
</tbody>
</table>

### OPERATING EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fundraising</td>
<td>15,190</td>
<td>15,765</td>
</tr>
<tr>
<td>Pet Supplies</td>
<td>16,303</td>
<td>25,069</td>
</tr>
<tr>
<td>Vet Fees</td>
<td>172,919</td>
<td>165,879</td>
</tr>
<tr>
<td>Training &amp; Boarding</td>
<td>19,245</td>
<td>43,083</td>
</tr>
<tr>
<td>General &amp; Administrative</td>
<td>36,366</td>
<td>43,775</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>$260,023</td>
<td>$293,570</td>
</tr>
</tbody>
</table>

### PAYROLL

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries &amp; Payroll Taxes</td>
<td>67,070</td>
<td>62,414</td>
</tr>
<tr>
<td>City of Evanston Payroll Grant</td>
<td>65,000</td>
<td>65,000</td>
</tr>
<tr>
<td>Net Payroll</td>
<td>$(2,070)</td>
<td>2,586</td>
</tr>
</tbody>
</table>

**Net Operating Income**

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$(55,215)</td>
<td>$(31,181)</td>
</tr>
</tbody>
</table>

---

2017 Operating Expenses

- **Vet Fees** 67%
- **Pet Supplies** 6%
- **Fundraising** 6%
- **General & Admin** 14%
- **Training & Boarding** 7%

2017 Operating Revenues

- **Fundraising** 42%
- **Adoption Services** 28%
- **Public Donations** 30%
To: Members of the Human Services Committee

From: Vicky Pasenko, President, Evanston Animal Shelter Association
        Louis Gergits, Manager of Budget and Finance

Subject: Budget and Benefits of Evanston Animal Welfare Program

Date: May 6, 2019

Summary:
The attached budget presents the budgetary relationship between the City of Evanston’s Animal Control budget within the Evanston Police Department and the Evanston Animal Shelter’s budget.

Background:
The City of Evanston provides $100,000 for a grant and supplies reimbursement to the Evanston Animal Shelter through the City’s Animal Control budget in 2019. The $100,000 has two components. First, there is a grant of $65,000 paid in two installments on approximately January 1 and June 1 to coincide with the Animal Shelter’s fiscal calendar of June 1 to May 31. Second, there is $35,000 budgeted for reimbursement of supplies for animal care, paid on a quarterly basis. The $65,000 grant is specified in City Council Resolution 97-R-15 and the 2017 Grant Agreement between the City of Evanston and the Evanston Animal Shelter Association. The $35,000 appropriation for bulk food, vaccines, and rabies tags is specified in 2017 Volunteer Animal Organization (VAO) agreement.

In the City of Evanston’s Animal Control budget (within the Evanston Police Department), $100,000 is budgeted as an expense as it is an outflow of financial resources. In the Evanston Animal Shelter’s budget, the $100,000 is budgeted as a revenue as it is an inflow of financial resources.

Discussion:
The amount of the grant to the VAO has not increased since its inception in 2015. This grant is designated for the cost of payroll incurred by the VAO. During this four-year period, wages have increased as the competition for qualified employees has expanded significantly. The City’s cost-of-living adjustments for staff have increased by approximately 10%. Accordingly, the VAO is requesting a 10% increase ($6,500) in the amount of the grant to meet the growing wage pressures.
For every $ the City provides in direct support of the Shelter, EASA gives $4.28 back to the Community

### City Animal Control Budget

<table>
<thead>
<tr>
<th>Item</th>
<th>Budget</th>
<th>Requested Increase</th>
<th>% of City Contribution</th>
<th>% of EASA Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Pay</td>
<td>$67,240</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overtime Pay</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health Insurance</td>
<td>12,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IMRF</td>
<td>4,301</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Social Security</td>
<td>4,281</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medicare</td>
<td>1,001</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Maint</td>
<td>1,600</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Professional Services</td>
<td>100,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental of Auto Fleet</td>
<td>5,405</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental of Auto Replacement</td>
<td>1,957</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clothing</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food</td>
<td>3,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Commodities</td>
<td>2,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer to Debt Services</td>
<td>5,535</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Animal Control Budget</strong></td>
<td><strong>$209,820</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### EASA Budget FY2019

<table>
<thead>
<tr>
<th>Item</th>
<th>Budget</th>
<th>Requested Increase</th>
<th>% of City Contribution</th>
<th>% of EASA Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vet Bills</td>
<td>$175,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training/Boarding</td>
<td>12,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fundraising Costs</td>
<td>12,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance/Accounting, Software, etc.</td>
<td>10,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Supplies/Misc.</td>
<td>20,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pet Supplies Total</td>
<td>78,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reimbursed by City</td>
<td>35,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payroll</td>
<td>65,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Direct Expense Budget</strong></td>
<td><strong>$372,500</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fundraising Costs</td>
<td>12,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custodial Program</td>
<td>36,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Safety Net</td>
<td>5,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>More Than A Shelter Clinic</td>
<td>5,275</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Value Add Services</strong></td>
<td><strong>$56,275</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL CONTRIBUTION TO THE COMMUNITY</strong></td>
<td><strong>$428,775</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The Evanston Animal Shelter is a small but mighty open admission community shelter. With a core of 175 volunteers, we provide compassionate care for all the abandoned, abused and relinquished animals that come through our door.

**1,078**
**PETS ADOPTED!**

**649**
**Animals Placed in Foster Homes**

More than
**1,800 Days of Custodial Care for 34 Animals**

We provide temporary care, free of charge for beloved pets when owners fall on hard times

Nearly
**70%**
**of Expenses Cover Medical Bills and Training Costs**

Our commitment to health, well-being and rehabilitation, essential for our animals to find their forever homes.

97%
**Save Rate**

The percentage of animals leaving our shelter alive is well above the national standard of 90% for a shelter to be considered NO KILL.

Numbers reflect 2016-2018 totals.

2310 Oakton Street  Evanston, IL 60202
847.866.5082  EASadoptions@gmail.com
evanstonanimalshelter.net
### Intake Type

<table>
<thead>
<tr>
<th>Intake Type</th>
<th>2016 Cat</th>
<th>2016 Dog</th>
<th>2016 Total</th>
<th>2017 Cat</th>
<th>2017 Dog</th>
<th>2017 Total</th>
<th>2018 Cat</th>
<th>2018 Dog</th>
<th>2018 Total</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Born In Care</td>
<td>5</td>
<td>5</td>
<td>6</td>
<td>6</td>
<td>7</td>
<td>13</td>
<td>9</td>
<td>22</td>
<td>31</td>
<td>40</td>
</tr>
<tr>
<td>Surrenders &amp; Returns</td>
<td>102</td>
<td>95</td>
<td>197</td>
<td>118</td>
<td>99</td>
<td>217</td>
<td>85</td>
<td>107</td>
<td>192</td>
<td>606</td>
</tr>
<tr>
<td>Custodial</td>
<td>2</td>
<td>6</td>
<td>8</td>
<td>4</td>
<td>9</td>
<td>13</td>
<td>7</td>
<td>14</td>
<td>21</td>
<td>35</td>
</tr>
<tr>
<td>Stray</td>
<td>156</td>
<td>210</td>
<td>366</td>
<td>139</td>
<td>216</td>
<td>355</td>
<td>116</td>
<td>149</td>
<td>265</td>
<td>986</td>
</tr>
<tr>
<td>Transfer In From Rescue Partners</td>
<td>7</td>
<td>3</td>
<td>10</td>
<td>9</td>
<td>9</td>
<td>13</td>
<td>4</td>
<td>35</td>
<td>39</td>
<td>54</td>
</tr>
<tr>
<td>Wildlife/Trapped Cats</td>
<td>1</td>
<td>3</td>
<td>4</td>
<td>1</td>
<td>34</td>
<td>35</td>
<td>0</td>
<td>33</td>
<td>33</td>
<td>68</td>
</tr>
<tr>
<td>Grand Total</td>
<td>273</td>
<td>314</td>
<td>587</td>
<td>301</td>
<td>340</td>
<td>641</td>
<td>285</td>
<td>311</td>
<td>561</td>
<td>1789</td>
</tr>
</tbody>
</table>

### Outcome Type

<table>
<thead>
<tr>
<th>Outcome Type</th>
<th>2016 Cat</th>
<th>2016 Dog</th>
<th>2016 Total</th>
<th>2017 Cat</th>
<th>2017 Dog</th>
<th>2017 Total</th>
<th>2018 Cat</th>
<th>2018 Dog</th>
<th>2018 Total</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption</td>
<td>214</td>
<td>129</td>
<td>343</td>
<td>212</td>
<td>155</td>
<td>367</td>
<td>228</td>
<td>105</td>
<td>333</td>
<td>1078</td>
</tr>
<tr>
<td>Died of Natural Causes</td>
<td>4</td>
<td>4</td>
<td>8</td>
<td>8</td>
<td>23</td>
<td>31</td>
<td>0</td>
<td>23</td>
<td>23</td>
<td>35</td>
</tr>
<tr>
<td>Euthanasia</td>
<td>7</td>
<td>6</td>
<td>13</td>
<td>7</td>
<td>8</td>
<td>15</td>
<td>6</td>
<td>10</td>
<td>16</td>
<td>44</td>
</tr>
<tr>
<td>Released Cats</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>34</td>
<td>34</td>
<td>68</td>
<td>0</td>
<td>32</td>
<td>32</td>
<td>67</td>
</tr>
<tr>
<td>Return to Owner</td>
<td>21</td>
<td>168</td>
<td>189</td>
<td>19</td>
<td>157</td>
<td>176</td>
<td>12</td>
<td>108</td>
<td>120</td>
<td>485</td>
</tr>
<tr>
<td>Transfer Out to Rescue Partners</td>
<td>14</td>
<td>3</td>
<td>17</td>
<td>7</td>
<td>4</td>
<td>11</td>
<td>10</td>
<td>14</td>
<td>24</td>
<td>52</td>
</tr>
<tr>
<td>Grand Total</td>
<td>261</td>
<td>306</td>
<td>567</td>
<td>287</td>
<td>324</td>
<td>611</td>
<td>311</td>
<td>272</td>
<td>583</td>
<td>1761</td>
</tr>
</tbody>
</table>

### Euthanasia Total

<table>
<thead>
<tr>
<th>Euthanasia Total 2016</th>
<th>Cats euthanized for medical reasons</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Dogs euthanized for medical reasons</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Dogs euthanized for behavioral issues</td>
<td>2</td>
</tr>
<tr>
<td>Euthanasia Total 2017</td>
<td>Cats euthanized for medical reasons</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>Dogs euthanized for medical reasons</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Dogs euthanized for behavioral issues</td>
<td>4</td>
</tr>
<tr>
<td>Euthanasia Total 2018</td>
<td>Cats euthanized for medical reasons</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Dogs euthanized for medical reasons</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Dogs euthanized for behavioral issues</td>
<td>4</td>
</tr>
</tbody>
</table>
VOLUNTEER ANIMAL ORGANIZATION AGREEMENT

THIS VOLUNTEER ANIMAL ORGANIZATION AGREEMENT (hereinafter referred to as the “Agreement”) entered into this ___ day of ____________, 2019, by and between the City of Evanston, an Illinois municipal corporation (hereinafter referred to as the “City”), and Evanston Animal Shelter Association (“EASA”), an Illinois not-for-profit corporation (hereinafter referred to as the “VAO” or “EASA”). The City and VAO shall be referred to as the “Parties”.

RECITALS

WHEREAS, the City’s community standards, as reflected by the City Council’s goals and expectations, makes it plain that the City capital planning, infrastructure investments, facility improvements are a priority, including the Evanston Animal Shelter and Adoption Center (the “Shelter”); and

WHEREAS, the renovations and facility improvements to the Shelter are entrenched in a larger evaluation of the City operational departments with a focus on efficiency of service resulting in a realignment of City staff roles and responsibilities; and

WHEREAS, The transfer of the Animal Shelter and control operations out of the Police Department and to staff of the City Manager’s Office, is a result and reflection of the thoughtful and substantive deliberations over many years by the Evanston City Council, City staff, and community partners regarding these issues; and

WHEREAS, the Parties believe it is in the best interests of both the animals, community members, the VAO and City staff members to formalize the expectations regarding customer service, shelter facility operations, and animal training and kennel enrichment activities in this agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the covenants, terms and conditions hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are acknowledged, it is mutually agreed by the Parties hereto as follows:

I. RECITALS. The Parties hereby agree that the Recitals set forth hereinabove are incorporated herein by reference, as if fully set forth herein.

II. SHELTER FACILITY

A. Property. The City is the fee simple owner of the Shelter and land located at 2310 Oakton Street, Evanston, Illinois 60202 (the “Property”). This Agreement is not a lease agreement and the VAO is not renting the Shelter from the City or being assessed a rental fee for use of the Shelter property. The VAO is the City’s partner to operate the Shelter and perform Services outlined above.

B. Maintenance. The City as the owner of the property is responsible for all maintenance, repair, and any construction obligations relative to the Shelter and Property
and in the City’s sole discretion; it will make decisions relative to the same.

C. **Utilities.** The City at its sole cost and expense will pay for all utilities that service the Shelter facility.

D. **Bulk Food Purchases.** VAO will purchase bulk food and cat litter for the Shelter and submit receipts to the City for reimbursement.

E. **Vaccines and Rabies Tags.** VAO purchases necessary equipment and medication for VAO to administer vaccines, provide rabies tags, heartworm, and flea/tick preventative care for all animals at the Shelter and will submit receipts for reimbursement from the City for said purchases.

F. **Fees and Operating Expenses:** EASA will fund all operations assigned to it under this Agreement.

G. **Standard Operating Procedures.** The Evanston Police Department has established an Animal Control Standard Operating Procedure Manual (the “SOP”), which are attached as Exhibit A and incorporated herein by reference. The Parties acknowledge and agree to abide by the terms of the SOP, as amended.

### III. TERM

Subject to the provisions of this Agreement, the **Term** shall commence on the 1st day of June, 2019 (“Commencement Date”) and shall end on the 31st day of May, 2021 (two years), except as otherwise terminated as provided herein. The Agreement will be reviewed on or around the one year anniversary of the Commencement Date by the Human Services Committee of the City Council for compliance with all terms and conditions of this Agreement.

### IV. SERVICES AND RESPONSIBILITIES

**A. Services.**

1. **General Services.** VAO shall perform the services (the “Services”) that include, but are not limited to: (a) coordinating volunteer and adoption programs; (b) coordinating and funding medical and behavioral care and training for the shelter animals; (c) providing special food and supplies for the animals and volunteer staff that is above the ordinary bulk food and supplies provided by the City; and (d) fundraising for costs to support the Shelter assigned to it under this Agreement.

2. **Performance of Services.** VAO shall perform the Services in a professional manner. The Parties anticipate the working hours will be Monday – Friday (except Wednesday) 6 p.m. – 8 p.m. and Saturday and Sunday 12 p.m. – 3:30 p.m., and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City’s business and operations. This Agreement does not obligate the Parties to keep these hours and they can be amended without any revisions to this Agreement. VAO shall take all necessary precautions to assure the safety of the City’s volunteers at the Shelter engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith.

**B. Fundraising.**
1. VAO is a not-for-profit corporation organized under the laws of the State of Illinois. At all times during this Agreement the VAO shall be in good standing with the State of Illinois.

2. Subject to the terms of this Agreement, the City desires to engage the services of the VAO in fundraising activities on behalf of the Shelter and the City of Evanston.

3. Cancellation of Agreement. Any funds collected after the effective notice that Agreement has been canceled shall be deemed to be held in trust for the benefit of the City of Evanston without any deduction for costs or expenses. The City shall be entitled to recover all funds collected after the effective date of cancellation.

4. Description of respective obligations of fundraiser and charitable organization. In connection with VAO’s fundraising activities on behalf of the City, the VAO shall have the right to use the City’s good name and good will for the Shelter fundraising only. The VAO shall set the schedule for fundraising activities and notify the City if it’s cooperation is needed.

5. Regulatory Requirements. This Agreement is subject to the issuance of all necessary governmental permits, registrations and approvals with respect to fundraising activities contemplated by this Agreement in a timely manner by all governmental agencies having regulation over such activities. VAO shall not commence fundraising activities until compliance with all required permits, registrations and approvals.

6. Solicitation Activities and Consultation with the Board of Animal Control. In connection with all fundraising activities, VAO, its agents, servants and representatives shall not misrepresent the City’s name and activities at the Shelter in any way. VAO, its agents, servants and representatives shall, in connection with all sales and solicitations clearly state that they represent the City of Evanston Animal Shelter and Adoption Center in connection with fundraising activities on its behalf.

7. Report. VAO shall provide the City at least every three (3) months with a list of contributions made during the three month time period, events or solicitation efforts made, and upcoming events that VAO will be conducting to fundraise for the Shelter. All donor information is considered confidential information which will be preserved and protected by the City in the event of a Freedom of Information Act request.

8. Funds raised by the VAO. If this agreement is terminated, funds raised by the VAO shall revert to the City of Evanston for the purposes of caring for the City’s homeless and unwanted animals.

C. Independent Contractor. VAO’s status shall be that of an independent contractor and not that of a servant, agent, or employee of City. VAO shall not hold VAO out, nor claim to be acting, as a servant, agent or employee of City except as provided for in this Agreement including but not limited to the fundraising component and animal care and service. VAO is not authorized to, and shall not, make or undertake any agreement on behalf of City without its written approval. Further, the VAO shall not be entitled to participate in any of the City’s benefits, including without limitation any health or retirement plans. The VAO shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Contract. The City shall not be liable for taxes, Worker’s Compensation, unemployment insurance, employers’ liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Independent
Contractor in performing Services under this Contract. All such costs shall be VAO’s responsibility.

D. Conflict of Interest. VAO represents and warrants that no prior or present services provided by VAO to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by VAO to City and consented to in writing to City.

E. Ownership of Documents and Other Materials. All originals, duplicates, Excel spreadsheets, PDF, and other documents or materials required to be furnished by VAO hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to VAO. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, VAO shall promptly deliver all such materials to City.

F. Payment. The VAO has no right or expectation of payment for the Services performed under this Agreement by the City.

G. Right to Audit. Any audit performed at the City’s request will be paid for by the City. VAO shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City’s authorized agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by VAO, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by VAO is found to have been overstated, VAO shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City’s expenses for and in connection with the audit respecting such invoice.

H. Covenant Not to Sue. VAO hereby covenants not to sue other otherwise bring any action in law or equity against the City, its elected officials, employees, or attorneys for any claims, loss, damage, expense, or liability of any nature whatsoever which VAO may sustain arising out of this Agreement and use of the City Shelter property.

I. Default and Remedies.
1. Notice of Default: In the event of failure by either party to substantially perform any material term or provision of this Agreement (“Event of Default”), the non-defaulting party shall have those rights and remedies provided herein, provided that such non-defaulting party has first provided to the defaulting party a written notice of default in the manner required by Section P hereof identifying with specificity the nature of the alleged default and the manner in which said default may be satisfactorily be cured.
2. Cure of Default: Upon the receipt of the notice of default, the alleged defaulting party shall promptly commence to cure, correct, or remedy such default within a 30-day period, and shall continuously and diligently prosecute such cure, correction or remedy to completion.
3. Remedies not Exclusive: If an Event of Default occurs, which either party has not cured within the timeframe set forth in subparagraph B above, either party, at its option, may terminate this Agreement and/or may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement.

4. No Personal Liability: This Agreement is executed by the undersigned authorized agent of VAO, not personally, but solely as authorized agent of VAO, and it is expressly understood and agreed by the parties hereto, that each and all of the covenants, undertakings, representations, warranties, and agreements herein made are made and intended, not as personal covenants, undertakings, representations, and agreements of the undersigned authorized agent or of the members of the board of the VAO in their individual capacities, but as the covenants, undertakings, representations and agreements of VAO, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against said authorized agent or any partner, officer, director, shareholder, manager, board member or agent of VAO, or under any covenant, undertaking, representation, warranty, or agreement herein contained, either expressed or implied; all such personal liability, if any, being and is expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof. In the event VAO is in breach or default with respect to VAO’s obligations or otherwise under this Agreement, the City shall look solely to VAO’s property for recovery of any judgments from VAO.

J. Confidentiality. In connection with this Agreement, City may provide VAO with information to enable VAO to render the Services hereunder, or VAO may develop confidential information for City. VAO agrees to use its best judgment to treat as secret and confidential all such information whether or not identified by City as confidential.

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

L. No Assignments or Subcontracts. VAO shall not assign or subcontract all or any part or its rights or obligations hereunder without City’s express prior written approval. Any attempt to do so without the City’s prior consent shall, at City’s option, be null and void and of no force or effect whatsoever.
M. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, VAO shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at VAO's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks on volunteers at the Shelter. VAO shall immediately reassign any such City volunteer who in the opinion of the City does not pass the background check.

N. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed to the recipient as follows:

City of Evanston
Attn: City Manager
2100 Ridge Avenue
Evanston, IL 60201

City of Evanston
Attn: Corporation Counsel
2100 Ridge Avenue
Evanston, IL 60201

Evanston Animal Shelter Association
Attn: Vicky Pasenko and Alisa Kaplan
2310 Oakton Street
Evanston, IL 60202

O. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

P. Waiver. Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

Q. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

R. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City does not waive tort immunity by entering into this Agreement.

S. Time. VAO agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. VAO shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.
V. AMENDMENTS

This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

VI. INTEGRATION

This Agreement, with Exhibit A sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and the Exhibit, this Agreement shall control over the Exhibit. In no event shall any proposal or contract form submitted by VAO be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibit hereto shall be part hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the later of the two dates listed below.

EVANSTON ANIMAL SHELTER ASSOCIATION, an Illinois not-for-profit corporation

By ______________________

Its: President

Date: ______________________

CITY OF EVANSTON
an Illinois municipal corporation

By:___________________________

Its: City Manager

Date: ______________________
Memorandum

To: Members of the Human Services Committee
From: Demitrous Cook, Chief of Police
Subject: Human Services Committee Report
Date: April 29, 2019

Attached are the summaries of 3 complaints reviewed since our last meeting. The complaints have been reviewed by the Citizen Police Advisory Committee. Their findings are listed at the conclusion of each report. Additionally, there are 19 positive letters and comments received complimenting the department's interactions with the community.

DI # 18-12
DI # 18-13
DI # 18-14

Demitrous Cook
Chief of Police
Human Service Committee  
May 6, 2019

**PENDING COMPLAINT REGISTERS**  
*(EFFECTIVE 04-26-2019)*

<table>
<thead>
<tr>
<th>CASE NUMBER</th>
<th>DATE INITIATED</th>
<th>CHARGE</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>CR 18-02</td>
<td>11/05/18</td>
<td>Excessive Force</td>
<td>Pending</td>
</tr>
<tr>
<td>CR 18-03</td>
<td>12/24/18</td>
<td>Racial Profiling</td>
<td>Pending</td>
</tr>
<tr>
<td>CR 19-01</td>
<td>01/15/19</td>
<td>Incompetence or Inefficiency</td>
<td>Pending</td>
</tr>
</tbody>
</table>

**PENDING DEPARTMENTAL INQUIRIES**  
*(EFFECTIVE 04-26-2019)*

<table>
<thead>
<tr>
<th>CASE NUMBER</th>
<th>DATE INITIATED</th>
<th>CHARGE</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>DI 19-01</td>
<td>02/15/19</td>
<td>Failure to perform a Duty</td>
<td>Pending</td>
</tr>
</tbody>
</table>

### COMPLETED COMPLAINT REGISTERS
(EFFECTIVE 04-26-2019)

<table>
<thead>
<tr>
<th>Case Number</th>
<th>Charge</th>
<th>Date Initiated</th>
<th>Date Completed</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>CR 18-01</td>
<td>Unnecessary Force</td>
<td>9/17/18</td>
<td>9/28/18</td>
<td>Withdrawn</td>
</tr>
</tbody>
</table>

### COMPLETED DEPARTMENTAL INQUIRIES
(EFFECTIVE 04-26-2019)

<table>
<thead>
<tr>
<th>Case Number</th>
<th>Charge</th>
<th>Date Initiated</th>
<th>Date Completed</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>DI 18-09</td>
<td>Failure to perform a Duty</td>
<td>08/29/2018</td>
<td>10/24/2018</td>
<td>Not Sustained</td>
</tr>
<tr>
<td>DI 18-10</td>
<td>Impeding the Department Goals or Mission.</td>
<td>09/07/2018</td>
<td>11/13/2018</td>
<td>SOL</td>
</tr>
<tr>
<td>DI 18-11</td>
<td>Impeding the Department goals or Mission.</td>
<td>09/14/2018</td>
<td>11/12/2018</td>
<td>Unfounded</td>
</tr>
<tr>
<td>DI 18-12</td>
<td>Failure to perform a duty</td>
<td>09/23/2018</td>
<td>12/23/2018</td>
<td>Sustained and exonerated</td>
</tr>
<tr>
<td>DI 18-13</td>
<td>Incompetence or inefficiency</td>
<td>10/08/2018</td>
<td>12/28/2018</td>
<td>Sustained and exonerated</td>
</tr>
<tr>
<td>DI 18-14</td>
<td>Failure to inventory recovered property</td>
<td>12/07/2018</td>
<td>03/18/2019</td>
<td>Sustained</td>
</tr>
</tbody>
</table>
### DISPOSITIONS

<table>
<thead>
<tr>
<th>Disposition</th>
<th>Description</th>
</tr>
</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>Not Sustained</td>
<td>Insufficient evidence to prove or disprove the allegations</td>
</tr>
<tr>
<td>Exonerated</td>
<td>Incident occurred, but was lawful or proper</td>
</tr>
<tr>
<td>Policy Failure</td>
<td>Allegation true, but the officer acted in conformance with policy resulting in harm to the complainant</td>
</tr>
<tr>
<td>Not City Related</td>
<td>Outside the jurisdiction of the City</td>
</tr>
<tr>
<td>Sustained</td>
<td>Allegations supported by sufficient evidence to justify a reasonable conclusion of guilt</td>
</tr>
<tr>
<td>SOL (Unresolved)</td>
<td>The complainant failed to cooperate further</td>
</tr>
</tbody>
</table>
Evanston Police Department
Office of Professional Standards
Department Inquiry
April 12, 2019

Di# 18-12  Initiated: September 23, 2018  Completed: December 23, 2018

Allegation

On September 23, 2018, the Office of Professional Standards received a verbal complaint about a felony stop that was conducted at the gas station located at Oakton and McCormick. The Complainant, a passenger of the vehicle, stated that he wanted to know the criteria for the overwhelming police response to the “Shots Fired” call and if proper procedure was used. He also declared the display of force, which included guns being pointed at him, was ridiculous and other citizens in the area were placed in danger due to this encounter. The Complainant has not indicated whether he wants to pursue with a formal complaint.

If the allegations are true, Accused Officer One will have violated departmental rules 1, 2, and 4.

The Incident, per the Incident Report
(Authored by the Responding Officer)

On September 23, 2018, a “Shots Fired”, call was reported near the 200 block of Richmond Ave. Witnesses reported a black Acura leaving the area at a high rate of speed. Accused Officer One located the car going westbound near Oakton at Grey and proceeded with a felony stop. Units in the area gave assistance to Accused Officer One near the 2400 block of Oakton. It was determined that neither driver nor passenger had any involvement with the incident and were released on scene with the vehicle. Further inquiry into the shots fired call revealed; the possible sound originated from a 25 shot display cake style firework launcher recently ignited at James Park.

Actions Taken / Findings, OPS Sergeant

On September 23, 2018, to September 25, 2018, the OPS Sergeant spoke with the Complainant regarding this incident over the phone. The OPS Sergeant detailed the events which lead to the felony stop and scheduled a meeting with the Complainant at Office of Professional Standards office.

On September 28, 2018, The OPS Commander and the OPS Sergeant met with the Complainant in the Office of Professional Standards office and explained to him the felony stop in-depth. The Complainant felt better about the incident after clarification was given but, he was still unsure if he would proceed with his complaint. An additional call was made to the Complainant on October 09, 2018. The complainant stated he would return the OPS Sergeant's call at a later time. There has been no further communication from the Complainant to date.

The OPS Sergeant located the body worn and squad car camera videos. After review of the videos it was revealed that Accused Officer One's body worn camera was not turned on at the start of the incident. The videos were marked as a complaint in the database for preservation purposes. The combined videos of Accused Officer One and the assist units on scene provided a good representation of the felony stop. The incident's event report, police report, and
supplemental report were also reviewed. The felony stop appeared reasonable and necessary due to the totality of the circumstances.

An audit of Accused Officer One’s body worn camera revealed it was not turned on and not able to automatically activate with the use of his squad car emergency lights at the time the felony stop was initiated. The OPS Sergeant recommends that this incident be considered a Departmental Inquiry.

**Actions Taken, Patrol Sergeant**

Assigned to review the OPS investigation, the Patrol Sergeant advised Accused Officer One of the complaint and directed him to submit a memorandum delineating his recollection of the incident. Accused Officer One complied.

**Accused Officer One’s memorandum** (dated 12/13/18) states that he conducted a felony traffic stop at the Oakton and McCormick Gas Station. It was brought to his attention that although his car camera was activated, his body camera did not activate. He has no explanation as to why the camera did not activate and record when his emergency lights activated.

**Findings, Patrol Sergeant**

Upon review of the documentation and videos associated with this incident, Accused Officer One conducted a felony stop due to a shots fired call on September 23, 2018. He confirms that Accused Officer One’s body worn camera did not begin recording when his emergency lights were activated. It appeared that the body worn camera was activated manually and did not capture the stop from the initial contact with the suspect vehicle. However, the in-car squad camera was operational and recorded appropriately.

It is the Patrol Sergeant’s recommendation that Accused Officer One violated Rule 1, and be classified as Sustained. It is also his recommendation that Accused Officer One did not violate Rule 2 and 4, and should be classified as Not Sustained.

**Recommendation, Patrol Commander**

After reviewing the submitted memorandum and supporting documents associated with this incident, the Patrol Commander finds that Accused Officer One failed to activate his body worn camera per Evanston Police Policy 423.6. It is his recommendation that Accused Officer One did not violate Rule 1 and 2, and should be classified as Not Sustained. He also recommends that Accused Officer One violated Rule 4, Failure to Preform Duty, and should be classified as Sustained. Accused Officer One should receive shift level reprimand and policy review.

On December 26, 2018, the Patrol Commander advised his immediate supervisor, Deputy Chief of Field Operations, of his findings. The Deputy Chief concurred with the Commander’s recommendations and the Chief of Police approved the disposition.

**Disposition:**

Accused Officer One, Sustained (Rule 4)
Not Sustained (Rule 1 and 2)

CPAC Disposition: Rule 1 Sustained (5), Not Sustained (2)
Rule 2 Sustained (5), Not Sustained (2)
CPAC Disposition: Rule 4 Sustained (7)
Evanston Police Department
Office of Professional Standards
Department Inquiry
April 29, 2019

DI# 18-13

Initiated: September 23, 2018  Completed: December 28, 2018

Allegation:

On October 8, 2018, to October 11, 2018, the Office of Professional Standards received multiple emails from the Complainant with addenda and attachments. The Complainant says due to the incident which occurred on October 03, 2018, he received two municipal code violation citations; 9-4-14/Restraint of Animals Required and 9-4-7(A)/Cruelty to Animals. His complaint is that he was improperly cited and describes the citations as insulting, damaging to his reputation, and an error. The Complainant also expressed that Accused Officer One was incompetent and did not know the wording of the ordinance cited.

If the allegations are true, the Accused Officer will have violated departmental rules 1, 2, and 6.

The Incident, per the Incident Report

On October 03, 2018, a citizen was walking her dog near the 300 block of Sherman. The Complainant’s foster dog broke free while he was trying to gain control with the leash and attacked the citizen’s dog. The citizen tried to protect her dog during the attack resulting in injury to her left middle finger, a bite which was received from her own dog. The Complainant took the citizen to the animal hospital near McCormick in Skokie but, her dog was deceased upon arrival. The citizen later went to Evanston Hospital for treatment of her injuries. While she was there she contacted the Evanston Police Department to report the incident. Furthermore, the Complainant states the dog he was fostering has since been euthanized.

Actions Taken/ Findings, OPS Sergeant

On October 08, 2018, the Complainant and the OPS Sergeant had a meeting in the Office of Professional Standard Office to discuss this incident. The Complainant received two municipal code violation citations; 9-4-14/Restraint of Animals Required and 9-4-7(A)/Cruelty to Animals. He further insists the citations were improperly cited and Accused Officer One did not know the wording of the ordinance cited.

On October 09, 2018, to October 18, 2018, multiple emails where sent by the Complainant requesting the City of Evanston to assist him legally by filing motions to contest the citations. The OPS Sergeant forwarded all correspondence to the City of Evanston Legal Department, they affirmed the Administrative Hearings process will continue as scheduled and they will not be able to provide legal assistance to the Complainant. He must file motions on his own accord. The Complainant confirmed he planned to proceed with his complaint because he was denied appropriate process due to the incompetence of the officers involved from the Evanston Police Department.

On October 11, 2018, the Complainant sent a detailed email with attachments to the OPS Sergeant, clarifying what he is requesting from the Evanston Police Department. Employees mentioned in this email include, Accused Officer One, Accused Officer Two, and Accused Sergeant One.
This incident is considered a Departmental Inquiry regarding primarily Rule # 6 – Incompetency or inefficiency in the performance of a duty or task. The OPS Sergeant concluded that internal review of the citation's issuance is reasonable, given the totality of the circumstances. After consulting with Accused Officer Two, EPD Record Bureau, COE Legal Department, and COE Hearings Division, the OPS Sergeant was unable to find a more appropriate ordinance(s) than those cited previously. The Complainant was found liable of City Ordinance 9-4-14/Restraint of Animals Required and non-liable for City Ordinance 9-4-7(A)/Cruelty to Animals.

Findings/Recommendations, Patrol Sergeant

Assigned to review the OPS Investigation, the Patrol Sergeant advised the Accused Officers of the complaint and directed them to submit individual memorandums delineating their recollections for this incident. The Accused Officers complied.

Accused Officer One's memorandum (dated 12/13/18) states that he was dispatched to the station to follow up on the incident and speak to the citizen. She stated she was told to sign as a complainant for two city ordinance tickets by Accused Officer Two. Accused Officer One then spoke with Accused Officer Two, whom relayed he reviewed the incident and felt the Complainant was in violation of 9-4-14/Restraint of Animals Required and 9-4-7(A)/Cruelty to Animals. Accused Officer Two confirmed that Accused Officer One should go forward with issuing the citations. Accused Officer One later issued the citations to the Complainant. Footage was captured by way of body worn camera.

Accused Officer Two's memorandum (dated 12/05/18) states the Evanston Police Service Desk called him because they wanted to know what the appropriate citation code would be when a dog kills another dog. After looking through the city ordinances, the only violations he found were 9-4-14/Restraint of Animals Required and 9-4-7(A)/Cruelty to Animals, as defined in the city code. The Complainant asked for Accused Officer Two to justify the citations, because he was in disagreement with the Cruelty to Animals violation. Accused Officer Two explained that the Complainant was not being accused of animal cruelty. The citation was issued according to the city code and the violation falls under animal cruelty. Accused Officer Two advised the Complainant to go to the Administrative Hearing to explain his story and let the Judge make a decision on the citations. There has been no further communication with the Complainant.

Accused Sergeant One's memorandum (dated 12/13/18) states in response to the Evanston Police Service Desk, he met with the Complainant in regard to his frustrations with being cited with multiple code violations. The Complainant was specifically in disagreement with the Cruelty to Animals citation claiming it was an error and damaging to his reputation as well. The Complainant requested the citations to be voided. Accused Sergeant One explained to the Complainant that voiding the citations was not possible and the appropriate process would be to attend court and contest the ticket. The Complainant did not agree and indicated he would pursue other avenues of remedy. Accused Sergeant One provided contact information for him and the Office of Professional Standards.

Upon reviewing the facts of this incident, the Patrol Sergeant believes that Accused Officer One acted in good faith while issuing the citations in this case. His decision was based on an ambiguous ordinance and did so at the direction of Accused Officer Two, who is presumably more knowledgeable in matters such as these. As a result, the Patrol Sergeant believes there is a lack of satisfactory evidence to support the alleged department rules violations (Rules 1, 2, and 6) and suggest this incident be closed as, Not Sustained.
Findings from the Patrol Commander

After reviewing the above mentioned submitted memorandums, body worn camera footage, and supporting documents associated with this incident; his findings are as follows:

• Accused Officer One acted in good faith, based on the information he received from Accused Officer Two and should not have been placed in this position.
• Accused Sergeant One was professional and thorough in his attempt to explain the actions of Accused Officer One and Accused Officer Two. However, Accused Sergeant One failed to notify the Complainant that he was being audio/video recorded at the time of their interaction.
• Accused Officer Two should have communicated that he would be investigating the incident and there was no rush to issue a citation to the Complainant. Additionally, after the investigation any citations issued would have been thoroughly explored and issued only by Accused Officer Two.

It is the Patrol Commander's recommendation that Accused Officer One and Accused Sergeant One be Exonerated in relation to Rules 1, 2, and 6.

In Conclusion, Accused Officer Two is in violation of Rule 6 because of the vagueness of the ordinance 9-4-14/Restraint of Animals Required and it is recommended that he receive an Oral Reprimand based on Policy Failure.
The Patrol Commander also recommends that Accused Sergeant One's receive Oral Reprimand for failure to adhere to Evanston Police Policy 432.5, Portable Audio/Video Recording.

On December 31, 2018, the Patrol Commander advised his immediate supervisor, Deputy Chief of Field Operations, of his findings. The Deputy Chief concurred with the Commander's recommendations and the Chief of Police approved the disposition.

Disposition:

Accused Officer One, Exonerated (Rules 1, 2, and 6)
Accused Officer Two, Exonerated (Rules 1, and 2) Oral Reprimand (Rule 6)
Accused Sergeant One, Exonerated (Rules 1, 2, and 6), Oral Reprimand (Policy 432.5)

CPAC Disposition: Accused Officer One, Rule 1 Exonerated (6), Not Sustained (1)
    Rule 2 Exonerated (6), Not Sustained (1)
    Rule 6 Exonerated (7)

Accused Officer Two, Rule 1 Exonerated (6), Not Sustained (1)
    Rule 2 Exonerated (6), Not Sustained (1)
    Rule 6 Sustained (7)

Accused Sergeant One, Rule 1 Exonerated (4), Not Sustained (3)
    Rule 2 Exonerated (6), Not Sustained (1)
    Rule 6 Exonerated (4), Sustained (3)
    Policy 432.5 Sustained (7)
Evanston Police Department
Office of Professional Standards
Department Inquiry
April 29, 2019

D1# 18-14
Initiated: December 07, 2018  Completed: March 18, 2019

Allegation

On December 03, 2018, the Office of Professional Standards received a complaint on a voice message from the Complainant. He explained that while he was in custody at the Evanston Police Department on November 19, 2018, Accused Service Desk Operator confiscated a valuable “1877 Indian Head” penny and never returned it. The Complainant stated that he just wants the coin to be returned. This complaint has been classified as a departmental inquiry.

If the allegations are true, Accused Service Desk Operator will have violated departmental rules 1, 4, and 30.

The Incident, per OPS Sergeant # 1

On November 19, 2018, the Complainant was placed under arrest for an arson investigation and detained at the Evanston Police Station in Cell # 9. The Complainant was observed scratching something on the wall of his cell. He was then searched by the Accused Service Desk Operator who was accompanied by an assisting officer. A penny was found in the Complainant’s back pant pocket and was never inventoried with the rest of the Complainant’s Property.

Actions Taken, OPS Sergeant # 1

On December 03, 2018, the Complainant left a voice message for OPS Sergeant # 1 stating that while in the custody of the Evanston Police Department, he used an “1877 Indian Head” penny to scratch his name on a wall. The penny was then confiscated by an employee of the Evanston Police Department and never returned to the Complainant upon his departure. OPS Sergeant # 1 spoke with the Service Desk Manager and she indicated that she would informally conduct an investigation with the Service Desk Staff.

On December 06, 2018, OPS Sergeant # 1 called the Complainant with an update. The Complainant explained that the penny was an “1877 Mint State Sixty” and was valuable. He also gave reference to a person that could provide further information regarding the coin’s worth.

Actions Taken, OPS Sergeant # 2

On December 17, 2018, OPS Sergeant # 2 spoke with the Complainant over the phone and told him that he would be taking over the investigation concerning the missing penny. The Complainant again mentioned that he had an “1877 Indian Head” penny that was confiscated while he was in custody and he wants it to be returned.

After review of the surveillance video footage of the Complainant while he was in custody, OPS Sergeant # 2 saw that the Complainant was secured in cell # 9 of the Evanston Police...
Department. He was seen using something to mark up the wall of the cell. Accused Service Desk Operator was then seen entering the Complainant's cell, accompanied by an assisting Officer. While the Complainant had his hands up on the wall, the Accused Service Desk Operator searched him and recovered an object from his pants. She and the Officer were then seen leaving the cell while the Accused Service Desk Operator was still in possession of the object. The pair was captured on video surveillance having a brief conversation with two other employees in the hall near the women's cells. She then entered the women's cell area briefly, and returned to the front desk. At the end of her shift, Accused Front Desk Operator was seen exiting through the front doors.

Body Worn Camera footage from other officers was also reviewed when the Complainant was initially processed in lock-up. He was searched and his property was documented on the prisoner property sheet and the lock-up card. Found amongst his belongings, was a quarter which was then placed in an envelope marked currency. The envelope was placed with the rest of his property including a tie, hat, and vest. The Complainant had no other money listed on his property sheet or lock-up card. The Property Sheet, Lock-up Card, BEAST Report, and Incident Report, was also reviewed.

Actions Taken, Service Desk Manager

Assigned to review the OPS investigation, the Service Desk Manager advised Accused Service Desk Operator of the complaint and directed her to submit a memorandum delineating her recollection of the incident. Accused Service Desk Operator complied.

Accused Service Desk Operator memorandum (dated 01/11/19) states that she witnessed the Complainant scratching something on the wall. She was then accompanied by an officer to search the Complainant in his cell. Recovered was a "US Lincoln penny" from his rear pant pocket. She then returned to the Service Desk and placed the penny in a coffee collection cup located on the counter in the Service Desk kitchen.

Findings / Recommendation, Service Desk Manager

Upon review of the documentation and videos associated with this incident, the Service Desk Manager spoke with the Accused Service Desk Operator and confirms that she did not follow proper lock-up procedures by logging the penny into the prisoner's inventory.

It is the Service Desk Manager's recommendation that this incident be handled at shift level with coaching and counseling. The Service Desk Manager is confident that the Accused Service Desk Operator will not handle the situation in the same manner in the future.
Recommendation, Deputy Chief

Upon review of the documentation and videos associated with this incident, the Deputy Chief observed the Complainant sitting on the floor of cell # 9 reaching under the toilet area to retrieve an item. The Complainant tossed it on the bed and it made a sound similar to that of a coin. The Complainant again retrieves it and uses the item to scratch something on the wall. Soon thereafter, the Accused Service Deck Operator enters the cell and removes the item from the Complainant. The Complainant made no mention to claim ownership of the penny nor did he identify the penny as being rare. After exiting the cell block area, Accused Service Desk Operator was seen on surveillance entering the kitchen area which is consistent with her memorandum that she placed the penny in the coffee collection cup.

The Deputy Chief finds that the Accused Service Desk Operator did violate Rules 1, 2, and 30. It is his recommendation that the Accused Service Desk Operator receives a Written Reprimand for failing to inventory the property that she recovered from the Complainant while he was in custody.

Upon review of the documentation and videos associated with this incident, on March 18, 2019, the Chief of Police concurred with the Deputy Chief’s recommendations and approved the disposition.

Disposition:

Accused Service Desk Operator,  Written Reprimand (Rule 1, 2, and 30)

CPAC Disposition: Rule 1, Sustained (7)
  Rule 2, Sustained (7)
  Rule 30, Sustained (7)
April 17, 2019

Demitrous Cook
Chief of Police
Evanston Police Department
1454 Elmwood Avenue
Evanston, IL  60201

Dear Chief Cook,

On behalf of the Skokie Police Department I would like to take this opportunity to thank you for the assistance that we received from Officer Gerard Leeson on April 15, 2019.

On that day, members of the Skokie Police Department responded to a report of Shots Fired on the 4700 block of Main Street. Officer Leeson assisted by providing perimeter security at the Homicide crime scene. Please convey our sincere appreciation to him.

I thank you for the continued assistance we have received from the Evanston Police Department and be assured of our cooperation in any matters of concern.

Sincerely,

[Signature]
Anthony T. Scarpelli
Chief of Police

AFS/sk
COMPLIMENTARY EMAIL OR COMMUNICATION FOR A MEMBER(S)

DATE OF COMPLIMENT: 4/18/2019

CALLER: [Redacted]

ADDRESS/ EMAIL: [Redacted]

COMPLIMENTING PRAISEWORTHY WORK BY: Detective Sophia Syed

REFERENCE: Caller states it's because of Det. Syed that a wire fraud did not happen against her. She states the FBI agent said because of Officer Syed the issue is resolved. She said she had Social Security imposter scam her into sending a wire transfer to the bank and it's all because of Detective Syed that it was caught. She also said her sister-in-law, [Redacted], says EPD is "Stellar".

SUBMITTED BY: [Redacted]

CC: Shift File ☐
    Administration Personnel File ☑
    Officer/ Staff Member ☐
    HR Personnel File ☐
COMPLIMENTARY EMAIL OR COMMUNICATION FOR A MEMBER(S)

DATE OF COMPLIMENT: 4/22/2019

CALLER: [Redacted]

ADDRESS/ EMAIL: Click here to enter text.

COMPLIMENTING PRAISEWORTHY WORK BY: EPD, Deputy Chief Aretha Barnes, Officer Michael Kane, Officer Carl Gustafson, Detective Sophia Syed, Sergeant Kenneth Carter

REFERENCE: I am writing to thank the Evanston Police Department, and the above for their professionalism and kindness in dealing with my sister-in-law [Redacted]. Due to Detective Syed's quick understanding of the fraud [Redacted] fell victim to and her immediate action, all of [Redacted] money (approx. $39,000) has been returned. Detective Syed was more than helpful, she was empowering for my sister-in-law who felt terribly vulnerable after the fraud. My entire family is grateful for the truly miraculous work of our police department. Thank you to all

SUBMITTED BY: [Redacted]

CC: Shift File □
   Administration Personnel File □
   Officer/ Staff Member □
   HR Personnel File □
Evanston Police Department
1454 Elmwood Ave
Evanston, IL
60201

Evanston Police Family,

Gratefully acknowledging and thanking you for your kind expressions of sympathy. The floor plant is truly lovely.

Our deepest appreciation,
COMPLIMENTARY EMAIL OR COMMUNICATION FOR A MEMBER(S)

DATE OF COMPLIMENT: 4/8/2019
CALLER: [Redacted]
ADDRESS/EMAIL: Click here to enter text.

COMPLIMENTING PRAISEWORTHY WORK BY: Officer Otha Brooks and Officer Corey McCray

REFERENCE:
I am writing to express my sincere appreciation for agreeing to send Officers Brooks and McCray to the Commission on Aging meeting on last Thursday night (April 4th). I found them to be very knowledgeable about safety tips specific to older adults and very personable. I have heard many comments regarding their professionalism and that the manner in which they communicated the information was very easy to understand. They provided practical tips for all present.

I would like to provide greater kudos to the manner in which they conducted themselves even after being called racial names by a rowdy tenant. This tenant used very explicit language during the entire meeting, some expressed directly to the members of the Commission and the officers, but Officers Brooks and McCray never allowed her actions to take them away from what I know they have been trained to do and that is to keep the peace. If they had become aggressive with this tenant, I believe the interactions would have become harmful and violent to those in attendance. On the other hand, Brooks and McCray obviously devised a game plan. Officer McCray delivered the safety tips while Officer Brooks sat in the audience, to the side of this disruptive tenant (but not to close where she felt her space was being invaded). I believe this plan made the meeting run more smoothly and calmed the tenant as much as could be expected.

Again, my sincere thanks for allowing them to be a part of our meeting and the information they provided. Moreover, thanks for the direction the Police Department provides daily to our officers. I know you always hear what is going wrong in the Department. I just wanted to let you know that these two officers were both a true testimony of what is going well.

Have a great week!

SUBMITTED BY: [Redacted]
CC: Shift File
   [Redacted]
   Administration Personnel File
   Officer/Staff Member
   HR Personnel File
April 9, 2019

Chief Demitrous Cook
Evanston Police Department
2100 Ridge Avenue
Evanston, IL 60201

Dear Chief Cook,

On Saturday, March 23, 2019, Park Ridge Police units were dispatched to the 1500 block of North Dee regarding a male subject armed with a handgun that was chasing another subject on foot. We learned that the suspect was chasing three people, two of them being family members, with a handgun during a family meeting at the 1500 block of North Dee. The suspect came to the meeting armed with a handgun and began threatening others due to a disagreement about the sale of the property. During the course of the assault, one of the family members fled the house and was immediately pursued by the suspect with the handgun.

Requests were made for ILEAS mutual aid along with the NIPAS Emergency Services Team. The subject was located and taken into custody. On behalf of the Park Ridge Police Department, please extend our gratitude to Vycheslav Leontiev and Luis Velez who responded to this incident. This collaboration and teamwork between departments proved invaluable. If our agency can be of assistance to you in the future, please do not hesitate to ask.

Sincerely,

Frank Kaminski
Chief of Police
Google Groups

Police Employee Commendation Form [#81]

City of Evanston <no-reply@wufoo.com>
Posted in group: Police

Date of contact with employee: *
Approximate time of contact with employee: *
Employee name if known:
Badge or employee number if known:
Employee assignment if known:
Check All That Apply *
If other, please specify
What would you like to commend about the employee's performance? *

Friday, April 12, 2019
5:00:00 PM
Adam Nowatka
243
patrol officer

Ride along as part of the Evanston's Citizen Police Academy

During my ride along opportunity, I was able to witness Officer Nowatka consistently demonstrate not only assertiveness and expertise, but also patience and empathy while performing his duties. I was amazed that even my presence and barrage of questions did not distract him as he kept a watchful eye on the streets he patrolled. We Evanstonians are extremely fortunate to have such a professional on our police force.

Your Name
Your Address
Your Email Address
Your Phone Number
Dear Police of Evanston:

Thank you for helping the community. Thank you for protecting us.
You always keep us safe and making sure missions are complete.
Thank you for all your service. You always help people. Thank you so much!

PS: God Bless!

To: Police of Evanston
From: [Redacted]
Dear Chief Cook:

Hello, and welcome to the City of Evanston, as The Police Chief. I'm a resident who doesn't have a computer or email. In the past, I often sent, now, retired, Police Chief Edelman, uplifting cards of encouragement, praise and prayer for continual protection, to all the police department, while on the job, etc.

So, actually, sent Chief Edelman a written prayer.

I started praying for The Police Dept on 9/21/2017.

The focus was still is to shower the whole city with prayer, for protection, especially, The Police Dept., foremost, work, life would be very difficult for us all.

The first Police professional I sent the prayer to, was Deputy Chief James Pickett.

I will forward the written prayer, in that you have your own copy, Chief Cook.

Again, welcome to The City at our new Police Chief!

Yours Truly,
To my Brothers & Sisters at The Evanston Police Department:

I want to thank everyone for the cards, calls, & texts, while I fight cancer. These mean the world to me.

I am doing great in my recovery & working on beating this.

I am so proud of the men & women of the Evanston Police Department.

Be safe!
COMPLIMENTARY EMAIL OR COMMUNICATION FOR A MEMBER(S)

DATE OF COMPLIMENT: 2/27/2019

CALLER: 

ADDRESS/ EMAIL: Click here to enter text.

COMPLIMENTING PRAISEWORTHY WORK BY: Officers Ewa Bonislawski and Nina Griffith

REFERENCE: called to compliment Officers Ewa Bonislawski and Nina Griffith for their professionalism and expertise in handling a sensitive call for service involving a senior resident said she was very impressed with these officers.

SUBMITTED BY: 

CC: Shift File Administration Personnel File Officer/ Staff Member HR Personnel File
COMPLIMENTARY EMAIL OR COMMUNICATION FOR A MEMBER(S)

DATE OF COMPLIMENT: 2/25/2019
CALLER: 
ADDRESS/ EMAIL: 

COMPLIMENTING PRAISEWORTHY WORK BY: EPD

REFERENCE:
I had the pleasure of attending tonight's council meeting, but because I was not familiar with the protocol did not make this comment during the meeting. I am from Pitman, New Jersey and am in town visiting my daughter and family.

After years of renting in Chicago proper, my daughter and son-in-law purchased their first home at just over 3 years ago. They fell in love with this community because of the schools, parks, rec programs, services and the safety and security provided by the EPD. They have four daughters ages 12 to 1 week (hence my visit). My wife and I try to visit often and also love this community. I've taken my granddaughters to the parks, church and to HS football games (trying to develop a love of marching band)

The purpose of this e-mail is to pass along my thanks and appreciation to Chief Cook and the members of his department.

On December 16, 2018 my daughter had a birthday party for the 3 year old. Many local family members and their children attended. At approximately 10:30 pm, gunshots rang out on the street right in front of her home. She called 9-1-1 and while on the phone several more shots were fired.
The PD response was immediate and professional. Although, the suspect left the scene, the continued follow up of officers and their continued presence on the street are very much appreciated.
Gun shots in front of your family's home are concerning (anyone would agree to this), but the EPD response to this concern is above and beyond what one might expect from a city of 75,000.

As a parent and grandparent I just want to say thank you to Chief Cook and the men and woman of EPD. Too often their job goes unrecognized and I met Chief Cook tonight. He is a true professional at his job and the comfort he gave me will make it a little easier to head home next week.

Thank you for your time,

Respectfully,
January 14, 2019

Chief Demitrous Cook
Evanston Police Department
1454 Elmwood Ave
Evanston, IL 60202

Dear Chief Cook,

On December 12, 2018 the Wilmette Police Department investigated a bona fide child abduction in which a nanny took a three year old child without permission. The investigation revealed that the offender, who was a foreign national, was located in the vicinity of O’Hare Airport. This was a rapidly evolving situation and there was an immediate demand for resources. The North Regional Major Crimes Task Force (NORTAF) was activated on a previous homicide investigation and staged in Skokie at the time. Being that Non-Parental Child Abductions fall under the purview of NORTAF, assistance was requested from available NORTAF investigators to respond in addition to several other agencies.

Several investigators, including Detective Sergeant Joe Bush, and Detectives Tom Giese and Steve Klopack, immediately volunteered to assist. Directed by Wilmette units, the offender and child were located a short time later at a church near the airport. The offender was taken into custody, and the child was returned to her parents unharmed.

The offender in this case was ultimately charged with aggravated kidnapping and unlawful restraint. The professionalism, dedication to duty, and immediate willingness to assist in this investigation undoubtedly contributed to the positive outcome in this potentially horrific case.

The Wilmette Police Department recently received a letter from the child’s parents that stated in part, “Words cannot express how deep our gratitude is. We hope you don’t shrug it off as doing
your jobs because you saved our daughter this week. We hope you are all walking with your heads held high and an extra spring in your step.”

On behalf of the family and the Village of Wilmette please pass along our sincere gratitude to Sergeant Detective Bush, Detective Tom Giese and Detective Steve Klopack.

Sincerely,

Kyle Murphy
Chief of Police
February 12, 2019

Chief Demitrous Cook
Evanston Police Department
1454 Elmwood Ave.
Evanston, IL 60201

Dear Chief Cook:

I am writing to express my sincere gratitude for the service rendered to the faith communities of Evanston by two of your officers, Off. Pat Wozniak and Off. Will Azuaga. On Saturday, January 26, Officers Wozniak and Azuaga came and offered a full-afternoon workshop on "Security for Houses of Worship." The workshop was attended by 43 local religious leaders and laypersons representing 12 different faith communities. The event had been months in planning, and the officers' flexibility and willingness to help in any way they could made it possible to pull together such a large group.

Everyone who attended commented on how helpful and professional the presentation was. The officers are excellent presenters, and are outstanding representatives of your Department. They addressed difficult issues with a confident and pragmatic approach that did much to convince the audience of the importance of developing emergency plans, and I believe that their presentation will spur significant activity in local congregations to begin the work of preparing for the circumstances that might affect any of our faith communities in this troubled time in our society.

I am particularly grateful that, in a period of very limited resources, the City of Evanston, through the Evanston Police Department, is making available such important aid to the organizations and institutions in the city. Your generosity and wisdom in making your officers available to carry out this vital work is much appreciated.

I commend you for your leadership, and I commend Officers Wozniak and Azuaga for so professionally and competently assisting us in helping to make our houses of worship safer places.

In peace,
COMPLIMENTARY EMAIL OR COMMUNICATION FOR A MEMBER(S)

DATE OF COMPLIMENT: 2/8/2019

CALLER: 

ADDRESS/ EMAIL: 

COMPLIMENTING PRAISEWORTHY WORK BY: Officer Brian Hicks

REFERENCE: The [last name] (an Evanston resident) called to compliment Officer Hicks on the work he does for the Community. She said Officer Hicks is responsive to her family when they have questions due to language barriers. She said he is able to articulate police related matters to them, as needed - and they feel comfortable sharing information with him. She feels Officer Hicks should be considered for additional assignments and responsibilities as opportunities present themselves.

SUBMITTED BY: 

CC: Shift File  
Administration Personnel File  
Officer/ Staff Member  
HR Personnel File
DEAR LADIES/MRS: 24th of January
6AM
TODAY!

THANK YOU! ALL!

60/
-19°

1-29-19

(Do it working?)

(You all sustain me!)

THANK YOU
FOR YOUR HELP
ALL-WAYS!

Yours,
February 12, 2019

Chief Demitrous Cook
Evanston Police Department
1454 Elmwood Avenue
Evanston, IL 60201

Dear Chief Cooke:

I wanted to take the time to thank, Officer Dan Keeler #148, Officer Mark VanDermee #109 and Detective Bartz #178 for being an integral part of a traffic crash investigation within the Village of Lincolnwood and the ability to coordinate interagency efforts while being assigned the Major Crash Assistance Team of the North Regional Major Crimes Task Force.

On November 20, 2018, a vehicle driven by an elderly Lincolnwood resident was turning onto eastbound Arthur Avenue from southbound Lincoln Avenue when a vehicle travelling at a high rate of speed on Lincoln Avenue struck the turning vehicle. The injuries sustained by the elderly woman were life threatening and her recovery is ongoing. Investigation determined that the striking vehicle was traveling at a speed between 96-103 miles per hour.

The ability to determine this excessive speed through the re-construction of events allowed for the Lincolnwood Police Department Investigations Unit to charge the driver of the striking vehicle on February 6, 2019 with Aggravated Reckless Driving.

Please accept this letter as a formal thank you to Officer Keeler, Officer VanDermee and Detective Bartz for their exceptional service in this investigation and for representing your department along with the Major Crash Assistance Team with dedication and professionalism.

Sincerely,

[Signature]

Integrity – Duty - Community
Google Groups

Police Employee Commendation Form [#77]

Dec 23, 2018 2:08 PM

City of Evanston

Posted in group: Police

Date of contact with employee: *
Approximate time of contact with employee: *
Check All That Apply *
If other, please specify

Saturday, December 22, 2018
3:00 PM
• Other
Funeral

What would you like to commend about the employee's performance? *

Your Name
Your Address

Your Email Address
Your Phone Number

I would like to thank the two motorcycle officers who traveled, according to Google, 63 minutes to participate in the funeral of Officer Maimolejo.
Chief Demitrous Cook  
Evanston Police Department  
1454 Elmwood Avenue  
Evanston, IL 60201

Dear Chief Cook,

On December 14, 2018 around 6:00 p.m., the Villa Park Police Department responded to a barricaded subject in the 500 block of S. Summit. This subject was suspected of shooting at the neighbor’s house and has displayed psychotic behavior in the past. The suspect was located at a house in Villa Park, the house was secured and a perimeter was established. A NIPAS call-out was then requested.

Within a short period of time, several officers from NIPAS responded and took control of the operation. Due to their professionalism and expertise in the way they handled the situation, the suspect eventually surrendered without injury to himself or anyone else. He was charged with Reckless Discharge of a Firearm.

Please extend my sincere appreciation to Officer Slava Leontiev and Officer Lou Velez for an outstanding job!

Sincerely,

Michael Lay  
Chief of Police

MAL/kd
Memorandum

To: Alderman Rue Simmons, Chair and Members of the Human Services Committee
From: Ike C. Ogbo Interim Director, Health and Human Services
Subject: We’re Out Walking, WOW
Date: April 30, 2019

WOW Announcement

The kick-off for We’re Out Walking, (WOW) is scheduled for June 15, 2019 from 10am-1pm at Evanston Township High School. This will be the twelfth successful year of WOW.

WOW is a 12 week physical activity and wellness program that encourages people to take steps to improve their health. Participants track and submit their steps each week during the program to win prizes donated by local businesses. They also have the opportunity to participate in a variety of exercise, nutrition, and other wellness classes.

The program is open to everyone especially those who live, work and play in Evanston.

Participants can sign up at www.cityofevanston.org/ wow or call 847.448.4311 for more information.

Attachment

WOW Flyer
Save the Date!
Please join us to launch the 2019 WOW Program

WOW
Evanston Health & Human Services Health and Fitness Initiative

June 15, 2019
10am-1pm
Evanston Township High School
1600 Dodge Ave.

All are welcome to attend the launch of the 12th year of the WOW Program with local fitness vendors, motivational speakers and demonstrations!

WOW is a health and fitness program that aims to create a sense of community for those who live, work and play in Evanston. The cost to participate is $5 and includes free registration for a spouse or significant other. The program includes group walks, health and fitness classes, t-shirt, and more!

Information and registration: www.cityofevanston.org/wow