

82-R-93

A Resolution

Authorizing the City Manager to Sign the Historic Preservation
Project Agreement with the Illinois Historic Preservation Agency

WHEREAS, the City of Evanston proposes to enter an agreement with the Illinois Historic Preservation Agency to revise the City's Preservation Ordinance, to be funded with 50% of the City's general funds and with 50% of federal funds, for a total project cost of \$23,200; and

WHEREAS, the term of the grant is 13 months, from 05/07/93 to 07/15/94; and

WHEREAS, for the purpose of monitoring the progress of the project, the City has developed a time table of tasks to be completed in mutual agreement with the Illinois State Historic Preservation Office; and

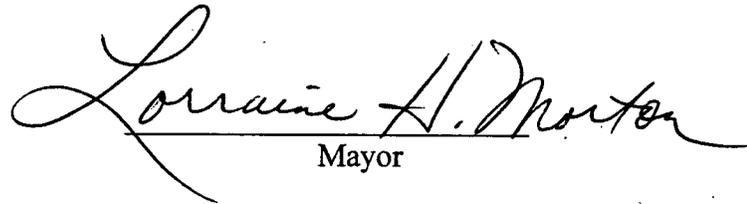
WHEREAS, the City, and the Illinois State Historic Preservation Office have agreed that the grant shall be administered in accordance with certain stipulations to satisfy the National Register Programs Guidelines (NPS-49), and with the project proposal, terms, promises, conditions, plans, specifications, estimates, procedures, and assurances submitted by the City; and

WHEREAS, the stipulations are contained in the Historic Preservation Project Agreement,

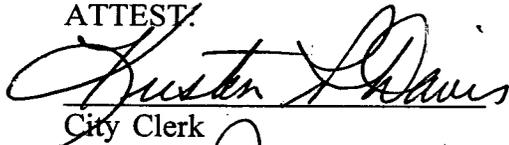
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager is hereby authorized and directed
to sign the aforesaid Historic Preservation Project Agreement, and to negotiate additional terms
as may be necessary and desirable.

SECTION 2: This resolution shall be in full force and effect from
and after the date of its passage and approval in the manner provided by law.


Mayor

ATTEST:


City Clerk

Adopted: July 26, 1993



STATE OF ILLINOIS HISTORIC PRESERVATION AGENCY HISTORIC PRESERVATION PROJECT AGREEMENT

Project Sponsor: City of Evanston

Project Number: 17-93-80043A.608

Project Title: Revision of the City of Evanston Preservation Ordinance

Project Period: Starting- 05/7/93 Ending- 07/15/94

General Description of Project

The project will revise the current Evanston Preservation Ordinance.

General Provisions

1. Obligations of the State shall cease immediately if, in any fiscal year, the State of Illinois Legislature, the President, or the U.S.Congress fails to appropriate or otherwise make available funds for this contract. The State will use its best efforts to secure sufficient appropriations to cover this contract.
2. Historic Preservation Fund grants must conform to the provisions of 18 U.S.C. 1913: "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or any Member of Congress, through proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."
3. The work to be performed pursuant to this agreement will be completed in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, the grant proposal, and the plans and specifications which were submitted to and approved by the Illinois Historic Preservation Agency. Final products which do not conform to the terms and conditions of this grant agreement or which do not meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation will not be reimbursed.
4. The Illinois Historic Preservation Agency has the absolute right at its discretion(with cause) to terminate this Agreement and not to render payment for any or all services provided for in this Agreement upon giving five(5) days prior written notice. The Illinois Historic Preservation Agency has the absolute right to require repayment subject to the provisions of the Illinois Grant Funds Recovery Act P.A. 83-640.

5. The State of Illinois, represented by the State Historic Preservation Officer, or his designee, and the project sponsor mutually agree to perform this agreement in accordance with the National Register Programs Guidelines(NPS-49), and with the project proposal, terms, promises, conditions, plans, specifications, estimates, procedures, and assurances submitted by the project sponsor. ANY CHANGES IN THE SCOPE OF WORK, TIMETABLE, PRODUCTS, OR BUDGET MUST HAVE PRIOR WRITTEN APPROVAL OF THE STATE HISTORIC PRESERVATION OFFICE.

6. The State of Illinois hereby promises, in consideration of the promise made by the project sponsor herein, to obligate to the project sponsor the amount of money referred to below, and to tender to the sponsor that portion of the obligation which is required to pay the State of Illinois' share of the costs of the above project stage, based upon the below percentage of assistance. The project sponsor hereby promises, in consideration of the promises made by the State of Illinois herein, to execute the project described above in accordance with the terms of this agreement.

7. The undersigned authorized representative certifies that officials of The City of Evanston, to the best of his/her knowledge, have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor have the officials of The City of Evanston made an admission of guilt of such conduct which is a matter of record.

8. The project sponsor certifies that they are not in default on an educational loan as provided in Public Act 85-827.

9. The project sponsor certifies that they have not been barred from bidding on this contract as a result of a violation of Section 33E-3 or 33E-4 of the criminal code of 1961.

10. The project sponsor agrees to comply with the Single Audit Act of 1984. The project sponsor will forward the most recent audit performed under the Single Audit Act of 1984 to the Historic Preservation Agency with this signed agreement.

<p>Total Project Cost</p> <p>Federal Fund Support</p> <p>Federal Assistance this Stage</p> <p>Local Share</p> <p><u>Method of Payment</u></p> <p><input type="checkbox"/> Advance <input checked="" type="checkbox"/> Reimbursement</p>	<p>\$23,200.00</p> <p>50%</p> <p>\$11,600.00</p> <p>\$11,600.00</p>	<p>The following are hereby incorporated into this Agreement</p> <ol style="list-style-type: none"> 1. General Provisions 2. Work/Cost Outline 3. Assurances of Compliance 4. Special Conditions 5. Single Audit Act of 1984 6. Illinois Grant Funds Recovery Act P.A. 83-640 7. Local Participation Manual
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Work/Cost Outline

	<u>Consultant</u>	<u>City Staff</u>	<u>Subtotal</u>
Phase 1: Preliminary Draft	\$6,591.00	\$3,953.00	\$10,544.00
Phase 2: present 2nd draft/ 1st public hearing	\$3,955.00	\$2,373.00	\$6,328.00
Phase 3: Final Draft, Present to City Council, 2nd public hearing	\$3,955.00	\$2,373.00	<u>\$6,323.00</u>
TOTAL			\$23,200.00

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

SEE ATTACHED SPECIAL CONDITIONS A, D, & TIMELINE

In witness thereof, the parties have executed this agreement as of the date entered below.

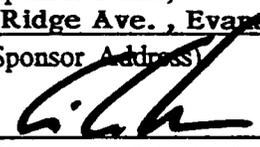
STATE OF ILLINOIS

LOCAL PROJECT SPONSOR

By _____
(Signature)
State Historic Preservation Officer

(Date)

CITY OF EVANSTON
(Sponsor Name)
2100 Ridge Ave., Evanston, IL 60201
(Sponsor Address)

x 
(Signature of Authorized Officer)

Eric A. Anderson
(Typed or Printed Name)

July 12, 1993
(Date)

36-6005870
(F.E.I.N.)

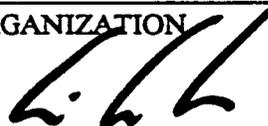
LEGAL STATUS
DISCLOSURE CERTIFICATION

Under penalties of perjury, I certify that 36-6005870 is my correct Federal Taxpayer Identification Number. I am doing business as a (check one):

- Individual
- Sole Proprietorship
- Partnership
- Corporation
- Not-for-Profit Corporation
- Medical and Health Care Services Provider Corporation
- Real Estate Agent
- Governmental Entity
- Tax Exempt Organization(IRC. 501(a) only)
- Trust or Estate

CITY OF EVANSTON

ORGANIZATION



July 12, 1993

Signed

Date

**HISTORIC PRESERVATION FUND
GRANTS-IN-AID PROGRAM**

SPECIAL CONDITIONS A: ALL PROJECTS

1. The term of the grant is 13 months, from 05/07/93 to 07/15/94. All costs to be charged must be incurred by 07/15/94. Any expenses incurred prior 05/07/93 to must have prior written approval from the Illinois Historic Preservation Agency.
2. An acceptable Final Project Report must be filed with the Illinois Historic Preservation Agency no later than 07/31/94.
3. The Illinois Historic Preservation Agency reserves the right to require a Financial/Compliance Audit if it deems such action to be in the best interest of the State of Illinois.
4. Twenty percent(20%) of the federal share will be held by the Illinois Historic Preservation Agency until the Final Project Report and the final financial reimbursement request have been received and approved by the Illinois Historic Preservation Agency.
5. Any and all publications of any type produced through this grant, including audio-visual materials, must have the approved Illinois Historic Preservation Agency logo and acknowledgement.
6. Any and all publications must have prior written approval by the Illinois Historic Preservation Agency prior to publication. If written approval by the I.H.P.A is not given, all costs pertinent to the publication will be disallowed.
7. An approved "time-line" must be on file with the Illinois Historic Preservation Agency prior to contract(grant agreement) execution.
8. None of the funds awarded under this grant may be used for acquisition or development activities.
9. CONTRACTOR(S) MUST MEET THE MINIMUM QUALIFICATIONS AS STATED IN 36 CFR PART 61, APPENDIX A.
10. Monthly Progress Reports(IHPA Form 6) must be submitted to the State Historic Preservation Office on or before the 10th of every month for the previous month.

**HISTORIC PRESERVATION FUND
GRANTS-IN-AID PROGRAM**

SPECIAL CONDITIONS D: PROGRAM ADMINISTRATION GRANTS

1. Completion Reports must conform to the following format:
 - a. A complete description of the project components.
 - b. An assessment of the degree of success achieved by the project.
 - c. A description of all promotional and publicity activities involved in the project. This should include copies of all newspaper articles, handouts, news releases, et cetera.
 - d. Resumes for the principal individuals engaged in the project.
 - e. At least five copies of any publications including brochures, guidebooks, newsletters, planning documents, or any other items prepared for distribution or implementation as local policy.
 - f. Fiscal Report:
 - i. Final work-cost breakdown (Actual vs. Planned).
 - ii. Donor (individual, government, etc.), Source (private funds, state funds, etc.), Kind (volunteer time, cash, etc.), and amount of other federal or non-federal funds applied during the project period.
2. For the purposes of monitoring the progress of the project, grantees have developed a timetable of tasks to be completed in mutual agreement with the State Historic Preservation Office.