

08/28/2001

67-R-01

A RESOLUTION

**Accepting a \$25,000 Grant from the Life Enrichment Fund
Of the Levy Center, Inc. and Authorizing the City
Manager to Enter Into an Agreement With the Fund
To Design a Concept for Enabling Garden Elements at
The Levy Senior Center at 300 Dodge Avenue**

WHEREAS, the Life Enrichment Fund of the Levy Center, Inc. ("the Fund") was established in 1987 to solicit funds for operation of the Levy Senior Citizen Center ("the Center"); and

WHEREAS, the Levy Senior Center is the site of leisure activities and life improvement services for Evanston's older adults; and

WHEREAS, City redevelopment projects at and surrounding the site of the Center necessitated relocation of the Center and construction of a new building to house it; and

WHEREAS, the new Center at 300 Dodge Avenue is under construction; and

WHEREAS, the Center is a one-story 26,000 square foot building surrounding a central glass-walled courtyard; and

WHEREAS, the courtyard is an important resource of the Center appropriate for development into a barrier-free garden known as an "enabling garden"; and

WHEREAS, the Fund has obtained a generous grant from the Hulda B. and Maurice L. Rothschild Foundation in the amount of \$25,000 to support an enabling

garden consultant and a landscape architectural firm to provide a design for the enabling garden; and

WHEREAS, the Fund is desirous of contributing the \$25,000 to the City to further the City's efforts to establish an enabling garden in the courtyard; and

WHEREAS, the City is desirous of accepting the \$25,000 grant and gratefully acknowledges the efforts and generosity of the Fund and the Hulda B. and Maurice L. Rothschild Foundation;

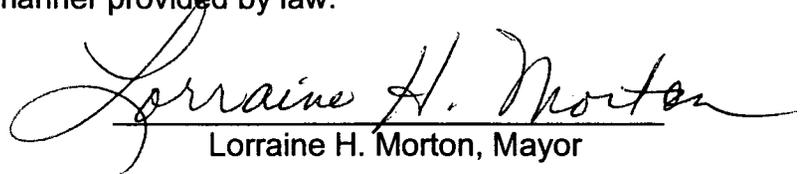
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Council hereby gratefully accepts the \$25,000 grant from the Fund and acknowledges the contribution to the lives of Evanston's older adults made possible by the generous grant from the Hulda B. and Maurice L. Rothschild Foundation.

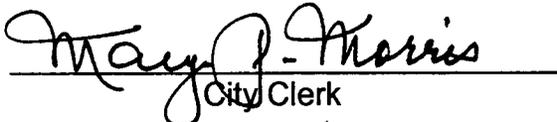
SECTION 2: That the City Council hereby authorizes and directs the City Manager to sign, and the City Clerk to attest, the agreement between the City and the Fund in substantial conformity with that attached hereto as Exhibit A and made a part hereof, providing for City use of the aforescribed grant to support an enabling garden consultant and a landscape architectural firm for the courtyard at the Levy Center under construction at 300 Dodge Avenue.

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the Grant as may be determined to be in the best interests of the City.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.


Lorraine H. Morton, Mayor

ATTEST:


City Clerk

Adopted: September 10, 2001

AGREEMENT

THIS AGREEMENT is made and entered into this 20 day of Sept, 2001 by and between the City of Evanston, an Illinois municipal corporation ("the City") and the Life Enrichment Fund of the Levy Center, Inc. ("the Fund"), an Illinois not-for-profit corporation (collectively, "the parties").

R E C I T A L S

WHEREAS, the Life Enrichment Fund of the Levy Center, Inc. ("the Fund") was established in 1987 to solicit funds for operation of the Levy Senior Citizen Center ("the Center"); and

WHEREAS, the Levy Senior Center is the site of leisure activities and life improvement services for Evanston's older adults; and

WHEREAS, City redevelopment projects at and surrounding the site of the Center necessitated relocation of the Center and construction of a new building to house it; and

WHEREAS, the new Center at 300 Dodge Avenue is under construction; and

WHEREAS, the Center is a one-story 26,000 square foot building surrounding a central glass-walled courtyard; and

WHEREAS, the courtyard is an important resource of the Center appropriate for development into a barrier-free garden known as an "enabling garden"; and

WHEREAS, the Fund has obtained a generous grant from the Hulda B. and Maurice L. Rothschild Foundation in the amount of \$25,000 to support an enabling

garden consultant and a landscape architectural firm to provide a design for the enabling garden; and

WHEREAS, the Fund is desirous of granting the \$25,000 ("the Grant") to the City to further the City's efforts to establish an enabling garden in the courtyard; and

WHEREAS, the City accepted the \$25,000 grant by Resolution 67-R-01; and

WHEREAS, the parties desire to memorialize their respective rights and obligations with respect to said Grant,

NOW, THEREFORE, the parties agree as follows, in consideration of the promises and undertakings contained herein:

1. Recitals found as facts: The foregoing recitals are found as facts.
2. Proposal Narrative Incorporated: The four-page Proposal Narrative the Fund submitted to the Hulda B. and Maurice L. Rothschild Foundation to obtain the initial planning grant is attached hereto as Exhibit A and made a part hereof.
3. Scope of the Work: The scope of work ("the Work") to be funded by the Grant is set forth in the Proposal Narrative in Section B., Purpose of Funding Request, Phase I (present to December 31, 2001), specifically:
 - A. Enabling Garden Consultant and Landscape Architecture Firm will work with Garden Focus Group to work with the initial design concept to incorporate enabling garden elements. The Garden Focus Group will consist of members of the Levy Senior Center as well as local horticulture experts. Approximately 3-5 focus group sessions will be held. In addition to recommendations for the design, the Garden Focus Group will develop a 5-year plan for the courtyard for:
 - Plant Types. The Group will study the courtyard plant, determine the types of microclimates within the courtyard, identify growing conditions, research

appropriate plants for the courtyard, and present a plan for a variety of plants for the Courtyard.

- Programming Goals. The purpose of this group will be to develop a list of program and implementation ideas for the courtyard.

B. The Landscape Architecture Firm will prepare the design concept with assistance from the Enabling Garden Consultant. The Enabling Garden Consultant will certify that the design concept includes the necessary enabling garden elements.

4. Management of the Work:

A. The City, as owner, will prepare Requests for Proposals from Enabling Garden Consultants and Landscape Architecture Firms for the Project, select the successful candidates, and enter into contracts for the Work with the Enabling Garden Consultant and the Landscape Architecture Firm.

B. The City will decide on acceptability of the Work and whether payment of invoices is to be approved.

C. The desired date of completion of the Work is January 31, 2001.

5. Funding of the Work:

A. The City is not obligated to prepare and solicit Requests for Proposals from Enabling Garden Consultants or Landscape Architecture Firms unless and until the Fund shall first have deposited \$25,000.00 with the City.

B. Changes in the Work increasing the cost over \$25,000.00 must be approved by the City. The City may, but is not obligated to, approve costs and Work that exceed \$25,000.00. In the event of its approval, the City will bear costs associated with the excess Work.

6. Maintenance, Ownership and Operation of the Center:

6.1. The Center, including the Enabling Garden, is owned by the City. Nothing in this Agreement creates or shall be deemed to create any property rights or ownership in the Fund.

6.2. Nothing in this Agreement shall be construed as obligating the City to operate the Center, create or continue the existence or participate in subsequent phases of actualizing the Enabling Garden.

6.3. The City will operate and maintain the Enabling Garden, if same is created.

7. Termination:

The City may terminate this Agreement upon ten (10) days' notice if doing so is in the interest of the public health, welfare, and safety. In the event of termination, the City shall return to the Fund any unused portion of the \$25,000.00 within ten (10) days after the effective date of termination. The City may provide to the Fund copies of all reports and recommendations, if any have been made, from the Enabling Garden Consultant and the Landscape Architectural Firm.

8. Rights of Third Parties:

Nothing herein expressed or implied is intended to or shall be construed to confer upon or give to any person, firm, or other entity, other than the parties hereto any rights or remedies under or by reason of this Agreement.

9. Amendment:

This Agreement may not be amended orally but only by an instrument in writing of like formality duly executed by the parties hereto.

10. Governing Law:

This Agreement is made in the State of Illinois and shall in all respects be interpreted, construed, and governed by and in accordance with the laws of the State of Illinois, including its conflict-of-laws legislation. In the event of litigation between the

City and Fund concerning this Agreement, venue shall be in Cook County, Illinois.

11. Nonassignability:

This Agreement is non-assignable by either the City or the Fund.

12. Waiver:

The waiver by either party hereto of a breach of any provision of this Agreement by the other shall not operate or be constructed as a waiver of any subsequent breach of the same or any other provision of this Agreement by the breaching party.

13. Severability:

Each section and subsection of this Agreement constitute a separate and distinct provision. In the event that any provision of the Agreement shall be determined to be unlawful, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

14. Notice:

Notices given or required under this Agreement shall be in writing and be given:

To City: Director of Parks/Forestry and Recreation
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

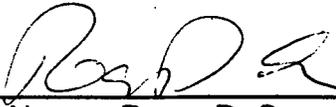
With a copy to: Law Department
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

To Fund: Life Enrichment Fund of the Levy Center, Inc.
Attention: _____

Notice may be given by a) personal service or b) by first-class U.S. Mail, receipt requested, or c) by overnight courier, return receipt requested. Notice shall be effective upon delivery.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF EVANSTON

By: 
Typed Name: Roger D. Crum
Title: City Manager

Date: 9/20/01

LIFE ENRICHMENT FUND OF THE
LEVY CENTER, INC.

By: 
Typed Name: _____
Title: _____

Date: _____