

7/18/2013
5/29/2013

36-R-13

A RESOLUTION

**Authorizing the City Manager to Sign a
Resolution of Authorization to Complete Open Space Land
Acquisition and Development for the Grandmother Park Project
and for Other Activities Related to the Grandmother Park Project**

WHEREAS, in 2010, the City Council authorized the disbursement of fifty thousand dollars (\$50,000.00) from the Economic Development Fund, and in 2011 the disbursement of seven thousand dollars (\$7,000.00), in 2012 the disbursement of five thousand dollars (\$5,000.00), and in 2013 the disbursement of five thousand dollars (\$5,000.00) all from the Community Development Block Grant Fund for the Grandmother Park Project (the "Project"); and

WHEREAS, the disbursement of those funds was contingent upon the Grandmother Park Initiative ("GPI") raising the remaining project costs for the Project; and

WHEREAS, GPI informed the City that it raised the remaining project costs for the Project; and

WHEREAS, in 2010 the City of Evanston, GPI, and the Corporation for Openlands ("CorLands") previously executed a Memorandum of Understanding ("MOU") concerning the responsibilities of all parties regarding the Project; and

WHEREAS, construction of the Project is now ready to proceed, fulfillment of the remaining obligations of the MOU is required, and the execution

of an Amendment No. 1 (the "Amendment") to the MOU is necessary to complete the Project; and

WHEREAS, the City, GPI, and CorLands intend to execute the Amendment to complete the Project; and

WHEREAS, the City's Public Works Department and Parks, Recreation and Community Services Department will be conducting permit reviews and inspections relative to the construction of the Project, however, the Project will be constructed by GPI and its vendors;

WHEREAS, the eligible vendors on the Project will comply with the Prevailing Wage Act, 820 ILCS 130/; and

WHEREAS, the City, GPI, and CorLands will cooperate to transfer title to certain property for the completion of the Project,

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

SECTION 1: That the foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: All terms and conditions of the Amendment to the MOU, attached as Exhibit A, are made a part herein by reference.

SECTION 3: That the City Manager is hereby authorized to sign, and the City Clerk shall attest on behalf of the City of Evanston, this Resolution of Authorization. The City Manager is hereby authorized to execute the Amendment to the MOU.

SECTION 4: That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Resolution of Authorization and the Amendment to the MOU, as may be determined to be in the best interests of the City, and as may be approved as to form by the Corporation Counsel. This authorization shall further permit all necessary City action to schedule and complete the closing on the property located at 1125 Dewey Avenue, Evanston, IL 60202, taking all necessary actions with the Title Company relevant to the closing, and assuming control of the property after GPI completes the Tot Lot development at the Project.

SECTION 5: That this Resolution 36-R-13 shall be in full force and effect from and after its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:

Rodney Greene, City Clerk

Adopted: July 22, 2013

Exhibit A
Amendment No. 1 to the MOU



**AMENDMENT NO. 1 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF EVANSTON
THE CORPORATION FOR OPENLANDS
AND THE GRANDMOTHER PARK INITIATIVE**

This AMENDMENT NO. 1 TO THE ("Amendment") MEMORANDUM OF UNDERSTANDING ("MOU"), is entered into between the City of Evanston ("the City"), the Grandmother Park Initiative ("the GPI"), and the Corporation for Openlands ("CorLands") (collectively "the Parties"), to describe the responsibilities of the Parties regarding the property located at 1125 Dewey, Evanston, IL 60202 (the "Property"). This Property is identified with PIN no. 10-24-210-032-0000.

The Parties previously executed an MOU for the Property in August 2010. This Amendment clarifies certain of the Parties' responsibilities regarding the Property.

The Parties agree as follows:

1. CorLands currently holds title to the Property.
2. The City and the GPI agreed that a total amount as defined in Attachment A to this Amendment (hereafter, the "Project Cost") will be required to acquire the Property and fund the construction of a toddler/young child play lot with recreational equipment, commonly known as a "Tot Lot." The GPI represented to the City that it will raise, through grants, private contributions, funding contributions, and otherwise, all amounts of the Project Cost in excess of (a) \$67,000 (hereafter, the "GPI Project Costs"). The City represented to GPI and CorLands that once the Project Cost has been fully funded, it will accept title to the Property. GPI will complete the Tot Lot development and the City will operate the Tot Lot as part of its park system.
3. The GPI fundraising budget plan contemplates that \$50,000.00 of the Project Cost is to be derived from the City's Economic Development Fund and \$17,000 from the CDBG Fund. The City in turn represents that the disbursement of these funds will be to partially reimburse CorLands for its acquisition of the Property.
4. As set forth in the MOU, CorLands held title to the property in trust for the City and the GPI from June 30, 2010 through to June 30, 2013.
5. GPI provided notice to the City and CorLands of the successful attainment of amounts in satisfaction of the GPI project costs (attachment B). The Parties agree to schedule a closing within sixty (60) days after the execution of this Amendment, or for a mutually acceptable alternative date ("the Closing").
6. The Parties anticipate a three-way closing through the Title Company. Unless otherwise agreed to in writing, the following shall govern the Closing: The funds for the GPI Project Cost shall be deposited with the Title Company, (which donations for the property and funds collected therewith may be governed by separate agreement by and between GPI and the Evanston Parks Foundation); and the City of Evanston shall deposit \$67,000 with the Title Company; and Corlands shall deposit a

Special Warranty Deed conveying the Property to the City ("the Deed") with the Title Company. At Closing, the Title Company shall disburse (1) to Corlands, reimbursement for the Property purchase price of \$70,000 and other invoiced out-of-pocket expenses, together with any other reasonable costs to be determined by mutual agreement among the Parties, and (2) to the City, all remaining funds, together with the Deed. The City agrees to promptly record the Deed at its expense, and to thereafter assume full control of the Property, after GPI completes the Tot Lot development at the Property.

7. If the GPI does not execute this Amendment on or before July 31, 2013, the City reserves the right to not purchase the Property from CorLands. If the City declines to purchase, it shall notify CorLands by July 31, 2013 and the GPI in writing by July 31, 2013, and all understandings and obligations by and between the Parties shall have no force and effect. If this Amendment is not fully executed by the Parties, CorLands will hold title to the Property free and clear of any obligations to GPI and the City and may sell the property free of any obligations hereunder.
8. GPI, as a 501(c)(3) entity, agrees to raise and hold all funds necessary for the completion of the Project as reviewed and approved by the City.
9. GPI, further agrees to complete the construction of the project subject to inspection, review and approval of all phases of the project by the City including but not limited to:
 - a) Approval of a final budget based on a review of the City and GPI, not to exceed \$269,856 including Land costs.
 - b) Approval of all vendors to be used in the design and construction of the Tot Lot development project.
 - c) Approval of all pay requests to be made subsequent to the successful inspection of all phases of the project. Pay requests shall include certified payroll as required by the Prevailing Wage Act, 820 ILCS 130 and lien waivers for the general contractor, all subcontractors and all material suppliers.
 - d) Review and approval of all submittal items including but not limited to samples, shop drawings, mock-ups and product data as required in the construction documents.
 - e) Review and approval of all change order items.
 - f) Inspection and approval of all items subject to review by City building permit officials.
 - g) Review and approval of various construction elements as required in the construction documents including but not limited to: horizontal layout, vertical layout, grading, subgrades, compaction, trenching, play equipment layout, site furniture layout and plant material layout. The City shall have no control over the means or methods of construction. GPI and its vendors are solely responsible for the means and methods of construction and nothing in this Amendment shall be construed against the City regarding the retained control exception as defined by the Restatement of Torts, 2nd, Section 414.

10. This Amendment or any term of the original MOU may only be amended in writing signed by all Parties which may be accomplished by electronic written means of communication. The delivery of notice by certified mail, return receipt requested, hand delivery, facsimile, e-mail, or nationally recognized over-night courier, shall all be deemed sufficient methods of notice.
11. All other terms and conditions of the MOU not specifically amended as set forth in this Amendment otherwise remain in full force and effect.

(Remainder of this page intentionally left blank).

IN WITNESS WHEREOF, the Parties agree to the above terms and have executed this Amendment No. 1 to the Memorandum of Understanding as follows:

The date of this Amendment will be the date this Amendment is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this Amendment on the date stated opposite that party's signature.

Corporation for Openlands

City of Evanston

Gerald W. Adelman Date
President and CEO

Wally Bobkiewicz Date
City Manager

Grandmother Park Initiative

Gay Riseborough Date
President

Exhibit A
Project Costs

Exhibit B

GPI Attachment B