

1/8/2015

**5-R-15**

**A RESOLUTION**

**Authorizing the City Manager to Negotiate and Execute a Memorandum of Understanding with the Evanston Art Center Concerning its Move from the Harley Clarke Mansion**

**WHEREAS**, the City of Evanston owns certain real property commonly known as 2603 Sheridan Road, Evanston, Illinois 60201 (the "Harley Clarke Mansion") and in 1996 entered into a lease of the property to the Evanston Art Center;

**WHEREAS**, the Evanston Art Center failed, at its sole cost and expense, to maintain and make all necessary repairs and improvements (interior, exterior, structural, non-structural, electrical, and ventilation) to the Harley Clarke Mansion as required by the lease, resulting in potential life-safety hazards in the subject property;

**WHEREAS**, on February 10, 2014, the City Council of the City of Evanston authorized the City Manager to issue a notice of lease termination to the Evanston Art Center for the Harley Clarke Mansion with a lease termination date of January 31, 2015;

**WHEREAS**, this notice of lease termination followed the Evanston Art Center's failure to comply with the terms of the lease;

**WHEREAS**, the City Manager issued a notice of lease termination letter to the Evanston Art Center for the Harley Clarke Mansion, whereby the lease for the subject property would terminate on January 31, 2015, and the

Evanston Art Center confirmed receipt of and agreed to bound by said termination notice;

**WHEREAS**, as a result of the City of Evanston's termination of the Harley Clarke Mansion lease, the Evanston Art Center will relocate to another property to operate and headquarter its community cultural center operations;

**WHEREAS**, the Evanston Art Center recently purchased property at 1717 Central Street, Evanston, Illinois, to move its operations from the Harley Clarke Mansion;

**WHEREAS**, in order to facilitate its move from the Harley Clarke Mansion, a move facilitated by the City of Evanston's notice of lease termination, the Evanston Art Center requests certain assistance;

**WHEREAS**, pursuant to a Memorandum of Understanding to be executed by and between the City of Evanston and the Evanston Art Center, any assistance given to the Evanston Art Center to aid in its relocation from the Harley Clarke Mansion to 1717 Central Street, is given as a result of the City of Evanston's decision to terminate the lease for the Harley Clarke Mansion;

**WHEREAS**, the City of Evanston as a home rule entity is not bound by the terms of this Resolution or any subsequent Memorandum of Understanding authorized by Resolution to provide similar assistance to any other individuals/entities/organizations that may seek the same in the future;

**WHEREAS**, this Resolution or any subsequent Memorandum of Understanding authorized by this Resolution shall be considered non-precedential, is of no force and effect applicable to any other situation, and that

no third-party beneficiaries shall be held to benefit from such Memorandum of Understanding; and

**WHEREAS**, based on the recommendations made by the Human Services Committee on December 1, 2014 and January 5, 2015 respectively, the City Council of the City of Evanston authorizes the City Manager to provide certain assistance to aid the Evanston Art Center in its move from the Harley Clarke Mansion.

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

**SECTION 1:** The City Manager is hereby authorized and directed to negotiate and execute a memorandum of understanding with the Evanston Art Center, in a form approved by the Corporation Counsel, to substantially conform to the following terms:

- (a) Extend the Harley Clarke Mansion lease from January 31, 2015 to May 31, 2015;
- (b) Provide additional trash and recycling containers, at no cost, for the Evanston Art Center's use while it vacates the Harley Clarke Mansion;
- (c) Provide the Evanston Art Center with \$5,000.00 (five thousand dollars) for assistance with professional moving services; and
- (d) Provide the Evanston Art Center in an amount not to exceed \$25,000.00 (twenty-five thousand dollars) in value, cash assistance related to expenses incurred as a result of the move by the Evanston Art Center.

**SECTION 2:** That this Resolution 5-R-15 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: January 12, 2015