

4/1/2019

**31-R-19**

**A RESOLUTION**

**Authorizing the City Manager to Execute a  
Gift Agreement with Valli Produce of Evanston, Inc. for the Donation to  
the New Robert Crown Community Center**

**WHEREAS**, Valli Produce of Evanston, Inc. (d/b/a "Valli Produce") is located at 1910 Dempster Street and opened its doors for the Evanston location in 2015 and serves as the anchor commercial business of the Evanston Plaza Shopping Center and the surrounding neighborhood; and

**WHEREAS**, Valli Produce is committed to offering quality products to its customers, including the many it serves in Evanston; and

**WHEREAS**, a majority of Valli Produce employees are Evanston residents; and

**WHEREAS**, the exemplary values of friendly service and hard work are shared by Valli Produce and City of Evanston; and

**WHEREAS**, Valli Produce has generously donated to support the construction of the new Robert Crown Community Center,

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

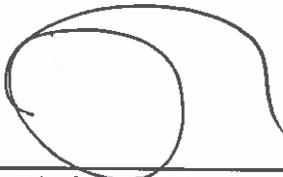
**SECTION 1:** The City Manager is hereby authorized and directed to sign, and the City Clerk is hereby directed to attest on behalf of the City, the Gift Agreement with Valli Produce for donations to the new Robert Crown Community Center and

Library (the "Agreement"), attached hereto as Exhibit 1 and incorporated herein by reference.

**SECTION 2:** The City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement that he deems to be in the best interests of the City.

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

Attest:



\_\_\_\_\_  
Devon Reid, City Clerk

Adopted: April 8th, 2019

  
\_\_\_\_\_  
Stephen H. Hagerty, Mayor

Approved as to form:



\_\_\_\_\_  
Michelle L. Masoncup, Corporation  
Counsel

**EXHIBIT 1**

**GIFT AGREEMENT BETWEEN THE CITY OF EVANSTON AND VALLI PRODUCE**

**ROBERT CROWN CENTER GIFT AGREEMENT**  
**City of Evanston**

This Gift Agreement (the "Agreement") is made this 23<sup>rd</sup> day of April, 2019 by and among VALLI PRODUCE OF EVANSTON, INC., with offices at 1910 Dempster Street, Evanston, Illinois 60202 (hereinafter referred to as "Donor"), and the CITY OF EVANSTON, an Illinois home rule municipal corporation, with offices at 2100 Ridge Avenue, Evanston, Illinois 60201 (hereinafter referred to as "the City").

The Donor and the City agree as follows:

1. **Donor Commitment.** The Donor hereby pledges to the City the sum of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) ("Gift") which as provided for herein is designated for the benefit of the City of Evanston.
2. **Donor Purpose.** It is understood and agreed that the Gift will be used to fund the construction of a new modern sports and community center to replace the existing Robert Crown Community Center with athletic fields and a new branch library (the "Project").
3. **Gift Payment.** The Gift is an irrevocable pledge that will be paid over a period of fifteen (15) years to the Friends of Robert Crown Center ("FRCC"). Donor may accelerate the payment of any or all of this pledge at any time in Donor's discretion so long as the cumulative total of all gift payments meets the forgoing schedule. All donations are non-refundable unless otherwise specifically provided in this Agreement.
4. **Acknowledgment.** In recognition of the Donor's generosity, the City will acknowledge the Gift in the following ways:
  - a. By naming the lobby ("Facility") "Valli Produce Fresh Market Lobby" ("Naming"). Attached as Exhibit "A" are drawings depicting the intended design, location and installation of the signage. The proposed naming must be mutually acceptable to the Donor and the City and must be approved in writing by both the Donor and the City Manager. Nothing herein shall be interpreted as requiring the City to undertake construction or commence any capital project without all required approvals. Before the Naming is erected, Donor shall demonstrate reasonable and timely pledge payments by virtue of Donor executing this Agreement. After the Naming is affixed, Donor will continue pledge payments in accordance with the foregoing schedule. Subject to the terms of this Agreement, the Naming will last for fifteen (15) years from the date the construction of the Facility is completed.
  - b. By including Donor's logo or other graphic ("Signage") on Rink 1 3' x 8' Dasher Board Ad [1-12] ("Dasher Board"). Attached as Exhibit "A" are drawings depicting the intended design and installation of the Signage. The proposed Signage must be mutually acceptable to the Donor and the City and must be approved in writing by both the Donor and the City Manager. Nothing herein shall be interpreted as requiring the City to undertake construction or commence any capital project

without all required approvals. Before the Signage is erected, Donor shall demonstrate reasonable and timely pledge payments by virtue of Donor executing this Agreement. After the Signage is affixed, Donor will continue pledge payments in accordance with the foregoing schedule. Subject to the terms of this Agreement, the Signage will last for one (1) year from the date the construction of the Facility is completed.

- c. By including the Valli Produce logo on either a digital screen or a wall in the lobby. Before the Naming is erected, Donor shall demonstrate reasonable and timely pledge payments by virtue of Donor executing this Agreement. After the Naming is affixed, Donor will continue pledge payments in accordance with the foregoing schedule. Subject to the terms of this Agreement, the logo will last for fifteen (15) years from the date the construction of the Facility is completed.

5. **Termination of Naming.** In addition to any rights and remedies available at law, the City may terminate this Agreement and all rights and benefits hereunder, including terminating the Naming:

- a. In the event of any default in payment of the Gift as provided in this Agreement, or
- b. In the unlikely event the City determines in its reasonable and good faith opinion that circumstances have changed such that the Naming and/or Signage chosen by the Donor would adversely impact the reputation, image, or integrity of the City in the event of a continued association with the Donor and the continuation of the Naming and/or Signage provided for herein.
- c. In the event of termination of Naming by the City in accordance with paragraphs 5a. or b. above, Donor's obligation to continue to pay the irrevocable pledge shall terminate.

Upon any such termination of this Agreement and/or Naming hereunder, the City shall have no further obligation or liability to the Donor and shall not be required to return any portion of the Gift already paid. The City, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift already received.

6. **Modification of Naming.** If during the useful life of the Facility, the Facility is transferred or conveyed from the City, closed and not reopened by City, demolished, destroyed or severely damaged without repair and/or restoration by the City, significantly renovated, upgraded, or modified, relocated, or replaced, so that in the reasonable and good faith opinion of the City the Naming is no longer possible, then the Naming will cease. In such event, however, the Donor, if available, and in consultation with and as agreed by the City, will have the right, for no additional payment, to have another available and equivalent location within the Facility named after the Donor. In the event that the Donor and City cannot agree as to another available and equivalent location within the Facility named after the Donor, then Donor's obligation to continue to pay the irrevocable pledge shall terminate.

7. **Intent.** It is the agreement of the parties and the intention and wish of the Donor that this Gift and any unpaid promised installment under this Agreement shall constitute the Donor's binding obligation and shall be enforceable at law and equity including, without limitation, against the Donor, successors and assigns. The Donor acknowledges that the City is relying, and shall continue to rely, on the Donor's Gift being fully satisfied as set forth herein.
8. **Nature of Commitment.** Both parties agree and affirm that the Donor shall receive no goods or services for this contribution, other than the acknowledgment and recognition described herein. This contribution shall have no connection to any business relationship established at any time between the Donor and the City.
9. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Illinois. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
10. **Amendment.** By mutual consent of the City and the Donor or the Donor's legally or duly appointed agent or attorney-in-fact, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.
11. **Third Parties.** Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.
12. **No Waiver.** The failure of any party to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.
13. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction.
14. **Freedom of Information Act.** This Agreement and all related public records maintained by, provided to or required to be provided to the City are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement.
15. **Severability.** Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions,

and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

16. **Savings Clause.** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.
17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A facsimile or email copy of a signature shall be as binding as an original signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above by their respective officers thereunto duly authorized.

VALLI PRODUCE OF EVANSTON, INC.

CITY OF EVANSTON

An Illinois home rule municipal corporation

By: 

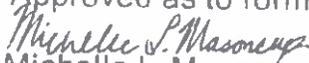
By: 

Its: President

Its: City Manager

Print Name: Carmine Presta

Print Name: Wally Bobkiewicz

Approved as to form  
  
Michelle L. Mason  
Corporation Counsel

