



## Memorandum

To: Honorable Mayor and Members of the City Council

From: Wally Bobkiewicz, City Manager  
Erika Storlie, Assistant City Manager/Acting Director of Community Development

Subject: Ordinance 42-O-18, Lease of City-Owned Property Located at 2603 Sheridan Rd. to Evanston Lake House and Gardens

Date: March 6, 2018

Recommended Action:

Staff submits for City Council consideration adoption of Ordinance 42-O-18, authorizing the City Manager to execute a lease of City-owned real property (known as the Harley Clarke Mansion) located at 2603 Sheridan Road with Evanston Lake House and Gardens (ELHG). The lease is for 40 years and ELHG will be required to raise \$2 million in funding over three years and then make code-related improvements to the mansion, opening the property for public use by May 2023. A two-thirds majority of City Council is required to adopt Ordinance 42-O-18.

Livability Benefits:

Built Environment: Enhance Public Spaces

Summary:

Pursuant to the City Council's direction at the November 13, 2017 meeting, staff has been meeting with and negotiating a lease for the Harley Clarke Mansion with Evanston Lake House and Gardens. The draft lease for City Council consideration is for a period of 40 years.

ELHG proposes two phases of construction to renovate the mansion. The first phase will comprise of the minimum needed improvements to bring the building in compliance with city code including mechanical, electrical, plumbing and fire protection as well as ADA compliance. The fundraising goal of \$2 million will be designated for Phase I improvements. ELHG proposes to meet the following fundraising benchmarks (funds on deposit):

Benchmark	Timeframe
\$250,000	one year after lease signing
\$500,000	two years after lease signing
\$2,000,000	three years after lease signing

If ELHG fails to meet any of the designated fundraising benchmarks the City has the right to terminate the lease and to retake exclusive possession of the premises under Section 4(c) of the lease. Under this agreement ELHG is required to make Phase I improvements within 2 years of meeting the third year fundraising benchmark, opening the property to the public no later than May, 2023. ELHG advises that if fundraising moves along at a faster rate than what is benchmarked, project improvements and subsequent occupancy may happen sooner.

After Phase I improvements have been made, ELHG proposes to continue fundraising to support day to day operations as well as to fund phase II improvements. Phase II improvements would include restoration and renovation of the coach house and remaining portions of the main building that are not rehabbed in Phase I. The lease does not specifically set forth further fundraising benchmarks beyond the initial \$2 million.

#### Additional Repair Costs

The Harley Clarke website contains several reports dating back to 2012 that estimate the cost of required improvements to the property.

<https://www.cityofevanston.org/about-evanston/arts-and-culture/documents-and-reports>

In 2012, Tawani Enterprises in responding to the City's RFP at that time estimated the cost of restoration of the Main House and the Coach House to be \$5,000,000 (with the caveat that they couldn't fully project the cost of mitigating environmental hazards due to limited access to the premises). In 2014, IFF (a real estate company) estimated the cost for restoration of both buildings to be \$5,608,446. Also, later in 2014, City staff completed an estimate that was \$7,549,444.

With an additional \$3-\$5M needed for repairs and improvements to the property beyond the initial \$2M that ELHG is proposing to raise, lack of further fundraising benchmarks is worth noting. ELHG presents no timeline or future date certain that Phase II benchmarks will be made. This presents the possibility that they will not be made, as they are not obligated to make them, or if they are made, they will not be made for an extensive period of time.

#### Maintenance

The City will continue to maintain the building and the grounds until Phase I project improvements are complete (up to 5 years). This will include maintaining the building systems in the premises, the heat, the alarm monitoring, and maintaining exterior trees and landscapes. After Phase I is complete the ELHG will be responsible for building maintenance but the City will continue to mow the grass and maintain the trees. ELHG will take over maintenance of the gardens at this point.

## Insurance

Upon commencement of Phase I project improvements ELHG will be required to obtain general liability insurance. The lease requires ELHG to defend and indemnify the City against any claims made in connection with ELHG's from activities in connection with ELHG's activities, that ELHG must obtain necessary insurance coverage (including asbestos abatement coverage and "builder's risk" coverage), and that ELHG, not the City, is solely responsible for the means and methods of construction. Lastly, ELHG is responsible for complying with applicable environmental laws at the premises and remediating any environmental issues implicated by its work or operations at the premises.

## Background:

At the July 24, 2017 City Council Meeting the City Council approved the release of RFP 17-48 requesting proposals to enter into a long-term lease with a non-profit organization that will invest in and renovate the Harley Clarke Mansion to create a high quality public use for the space consistent with the 2008 Lakefront Master Plan.

The RFP was posted on August 3, 2017 and all responses were due on October 9, 2017. Two meeting dates were held at the site, of which attendance at one was mandatory. These meetings gave potential respondents the opportunity to view the interior of the mansion and the coach houses.

The City received two responses to this RFP, one from Evanston Artists for Humanity and one from Evanston Lake House and Gardens. The proposal from Evanston Artists for Humanity was deemed non-responsive and rejected due to the fact that they did not attend one of the mandatory meetings as required by the RFP. The proposal from Evanston Lake House & Gardens was reviewed by staff and has been deemed responsive, which means that all required documentation was submitted and attendance at mandatory meetings was verified. Staff did not evaluate the proposal for merit as the City Council decided that it would be the evaluator of the responses to this RFP.

At the November 13, 2017 City Council meeting staff was directed to proceed with negotiations for a lease with Evanston Lake House and Gardens and return to the City Council in 2018.

## Attachments:

Ordinance 42-O-18

Draft Lease Agreement between ELHG and the City of Evanston

RFP Response from Evanston Lake House and Gardens

42-O-18

AN ORDINANCE

Authorizing the City Manager to Execute a Lease of Property Located at 2603 Sheridan Road for Recreational Uses, Environmental Education, and Community Meetings

**WHEREAS**, the City owns certain real property located at 2603 Sheridan Road, Evanston, Illinois; and

**WHEREAS**, Evanston Lake House and Gardens, Inc., seeks to invest in and renovate the Harley Clarke Mansion located at 2603 Sheridan Road to create a high quality public use consistent with the 2008 Lakefront Master Plan; and

**WHEREAS**, the Parties negotiated a long-term lease of the Property to preserve the property for recreational uses, environmental education, and community meetings, for 40-years; and

**WHEREAS**, the City Council determined that the Property is necessary for future City operations and in the City's best interests,

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:**

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

**SECTION 2:** Pursuant to Subsection 1-17-4-1 of the Evanston City Code of 2012, as amended (the "City Code"), the City Manager is hereby authorized and directed to execute, on behalf of the City of Evanston, a 40--year lease agreement by and between the City of Evanston and the Evanston Lakehouse and Gardens, Inc. The

Lease Agreement shall be in substantial conformity with the Lease Agreement attached hereto as Exhibit "1" and incorporated herein by reference. The Lease Agreement must be approved to form by the Corporation Counsel prior to execution.

**SECTION 3:** Pursuant to Subsection 1-17-4-2-(B) of the Evanston City Code, 2012, as amended (the "City Code"), an affirmative vote of two-thirds ( $\frac{2}{3}$ ) of the elected Aldermen is required to accept the recommendation of the City Manager on the lease agreement authorized herein.

**SECTION 4:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 5:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 7:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Introduced: March 12, 2018

Adopted: \_\_\_\_\_, 2018

Attest:

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

Approved:

\_\_\_\_\_, 2018

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

Approved as to form:

\_\_\_\_\_  
W. Grant Farrar, Corporation Counsel

**EXHIBIT 1**  
**LEASE AGREEMENT**

**LEASE AGREEMENT FOR THE PREMISES LOCATED AT 2603 SHERIDAN ROAD,  
EVANSTON, ILLINOIS, BY AND BETWEEN**

**THE CITY OF EVANSTON, LANDLORD**

**AND**

**EVANSTON LAKEHOUSE AND GARDENS, INC.**

---



## TABLE OF CONTENTS

<b>Section</b>	<b>Title</b>	<b>Page Number</b>
<b>SECTION 1.</b>	<b>DESCRIPTION OF PREMISES .....</b>	<b>1</b>
<b>SECTION 2.</b>	<b>TERM .....</b>	<b>1</b>
<b>SECTION 3.</b>	<b>RENT.....</b>	<b>1</b>
<b>SECTION 4.</b>	<b>TENANT FUNDRAISING BENCHMARKS .....</b>	<b>2</b>
<b>SECTION 5.</b>	<b>PROJECT IMPROVMENTS 3</b>	
<b>SECTION 6.</b>	<b>INSURANCE .....</b>	<b>5</b>
<b>SECTION 7.</b>	<b>CASUALTY DAMAGE; REPAIRS.....</b>	<b>7</b>
<b>SECTION 8.</b>	<b>INDEMNIFICATION.....</b>	<b>8</b>
<b>SECTION 9.</b>	<b>MAINTENANCE .....</b>	<b>10</b>
<b>SECTION 10.</b>	<b>EASEMENTS .....</b>	<b>11</b>
<b>SECTION 11.</b>	<b>USE OF PREMISES .....</b>	<b>12</b>
<b>SECTION 12.</b>	<b>UTILITIES.....</b>	<b>14</b>
<b>SECTION 13.</b>	<b>SUBLETTING;ASSIGNMENT .....</b>	<b>14</b>
<b>SECTION 14.</b>	<b>SURRENDER OF PREMISES; HOLDING OVER.....</b>	<b>14</b>
<b>SECTION 15.</b>	<b>SIGNS .....</b>	<b>15</b>
<b>SECTION 16.</b>	<b>LIENS.....</b>	<b>15</b>
<b>SECTION 17.</b>	<b>DEFAULT AND OTHER REMEDIES.....</b>	<b>15</b>
<b>SECTION 18.</b>	<b>REMOVAL OF OTHER LIENS .....</b>	<b>18</b>
<b>SECTION 19.</b>	<b>EXPENSES OF ENFORCEMENT .....</b>	<b>18</b>
<b>SECTION 20.</b>	<b>NOTICES.....</b>	<b>18</b>
<b>SECTION 21.</b>	<b>MISCELLANEOUS .....</b>	<b>19</b>
<b>SECTION 22.</b>	<b>VENUE AND JURISDICTION .....</b>	<b>20</b>
<b>SECTION 23.</b>	<b>FORCE MAJEURE.....</b>	<b>20</b>
	<b>EXHIBIT A: LEGAL DESCRIPTION</b>	
	<b>EXHIBIT B: PLAT OF SURVEY</b>	
	<b>EXHIBIT C: CONSTRUCTION STAGING AND TEMPORARY CONSTRUCTION EASEMENT AREA</b>	
	<b>EXHIBIT D: PREMISES BUILD-OUT SCOPE OF WORK AND SITE PLAN</b>	
	<b>EXHIBIT E: PERMANENT EASEMENT AREA</b>	
	<b>EXHIBIT F: PARKING AREA</b>	
	<b>EXHIBIT G: GARDEN AREA</b>	

This Lease Agreement (the “**Agreement**” or “**Lease**”) with an effective date of \_\_\_\_\_, 2018 (the “**Effective Date**”) by and between The City of Evanston, an Illinois home rule municipality (“**Landlord**”) and Evanston Lake House and Gardens Inc., an Illinois not-for-profit corporation (“**Tenant**”). Landlord and Tenant may be referred to collectively as the “**Parties**”.

#### **RECITALS:**

**A.** Whereas Landlord desires to enter into a long-term lease requiring that a non-profit organization invest in and renovate the Premises (defined below) to create a high quality public use for the space consistent with the 2008 Lakefront Master Plan.

**B.** Whereas the Harley Clarke Planning Committee recommended Tenant be awarded a lease on June 26, 2017.

**C.** Whereas the Evanston City Council voted to approve Tenant’s response to Landlord’s Request for Proposal Number 17-48 for Lease of Harley Clarke Mansion to a Non-Profit Organization on November 13, 2017.

**D.** Whereas Evanston Lake House and Gardens Inc. desires to restore the Premises to create a venue for environmental education, outdoor recreation, cultural tourism and community meetings.

**NOW, THEREFORE**, in consideration of the covenants and agreements made herein, Landlord and Tenant hereby agree as follows:

#### **AGREEMENT:**

##### **SECTION 1. DESCRIPTION OF PREMISES**

Landlord leases to Tenant the Harley Clarke Mansion (the “**Mansion**”) and the coach house and certain land (the “**Premises**”) at 2603 Sheridan Road, Evanston, Illinois 60201 (the “**Property**”), the legal description for the entire property including the Premises is legally described in **Exhibit A**. This lease is limited to the buildings, land directly beneath the buildings, and the land surrounding the buildings as identified on the attached **Exhibit B**, and Landlord grants certain easement rights identified and defined in Section 10 to Tenant for access to the Premises to construct improvements to the Premises (the “**Project Improvements**”) and for Tenant’s use as contemplated herein.

##### **SECTION 2. TERM**

The term of this Agreement will be for forty (40) years, \_\_\_\_\_, 2018 – \_\_\_\_\_, 2058 (the “**Term**”). Tenant must provide Landlord with written notice within three (3) years of the expiration of the Term if the Parties choose to renew the Agreement for the Premises. Renewal of the Agreement must be authorized by written consent of the Parties; there is no automatic renewal without the public review, consideration and authorization by the City Council. Landlord will deliver possession to

Tenant of the Premises in its “as-is” condition. Tenant acknowledges and agrees that Landlord makes no representations to the condition of the Premises, other than such representations contained within reports that were previously made a part of the public record.

At the end of the Term, improvements and fixtures installed into the Premises by Tenant are the property of Landlord with no right of reimbursement to Tenant. In addition, any fixtures and equipment installed by Tenant at its own cost and expense, which are permanently affixed to the Premises, and which would cause structural damage to the Premises to remove, will also remain the property of Landlord.

### **SECTION 3. RENT**

**A. RATE:** Tenant agrees to pay Landlord for each year of the Term, an annual rental payment of \$1.00 (one dollar) (the “**Rent**”) as rental for the Premises.

**B. PAYMENTS.** The annual Rent must be paid on the Effective Date in full for the entire Term.

**C.** Any and all Rent **PAYMENTS** under this Lease must be delivered to:

City of Evanston  
Attn: Finance Office  
2100 Ridge Avenue  
Evanston, IL 60201

**D. PROPERTY TAXES:** The Property is not subject to property tax by Cook County. If the Premises is taxed in the future solely due to Tenant’s violation of the zoning code, Tenant will be solely responsible for payment of all taxes on the Premises that are due, and, must file a timely appeal to said tax assessment. Landlord will apply, as necessary, to the applicable governmental agencies for continued exemption from taxation.

### **SECTION 4. TENANT FUNDRAISING BENCHMARKS AND DUTIES OWED TO LANDLORD REGARDING SAME**

**A. Mandatory Tenant Fundraising Benchmarks:** Tenant irrevocably commits to raising the necessary funds to complete the Phase I requirements of the Project Improvements, as set forth herein. The Parties acknowledge that the Project improvements may take place in two phases, depending on the pace of fundraising. Phase I will consist of the renovation of the Mansion as required to cause the Mansion to be in compliance with the City of Evanston Building Code Regulations and to allow for Tenant’s use and occupancy of the Premises. If Tenant desires, and as funds become available, Tenant will also complete Phase II of the Project Improvements, which will include additional restoration and improvements to the Premises consistent with Tenant’s use and occupancy and in accordance with applicable laws. At a minimum Tenant must meet the financial benchmarks outlined below:

1. Benchmark 1: Within 12 months following the Effective Date, Tenant must demonstrate that it has a minimum of two hundred fifty thousand dollars (\$250,000) in cash dedicated for the project ;

2. Benchmark 2: Within 24 months following the Effective Date, Tenant must demonstrate that it has a minimum of five hundred thousand (\$500,000) in cash dedicated for the project ;

3. Benchmark 3: Within 36 months following the Effective Date, Tenant must demonstrate that it has a minimum of two million dollars (\$2,000,000) in cash dedicated for the project and can execute Phase I of the Project Improvements (the “**Final Benchmark**”).

**B. Fundraising Reports:** During the period of time Tenant is raising \$2,000,000 toward the construction of Phase I of the Project Improvements, Tenant must provide quarterly fundraising reports to the City Manager or his/her designee until such time as the fundraising activities are complete (i.e. goal of fundraising is met). Quarterly reports are due no later than the 1st of each quarter, with the first report being due on [\_\_\_\_\_] 1, 2018. Tenant must reasonably cooperate with all Landlord requests for information regarding Tenant fundraising status and progress, and provide Landlord with the opportunity to reasonably review all books and records regarding same; provided, however, that Landlord will not be entitled to review the identity of specific donors or the amounts of individual donations. Additionally, Tenant understands and agrees to appear before the Evanston City Council to routinely report regarding fundraising status at scheduled City Council meetings.

**C. Landlord Rights in the Event Tenant Raises Insufficient Funds for Project Improvements:** In the event Tenant does not meet any Mandatory Tenant Fundraising Benchmark, Landlord, as owner of the Premises, may exercise its right to terminate this Lease and to retake exclusive possession of the Premises.

## **SECTION 5. PROJECT IMPROVEMENTS DESIGN/CONSTRUCTION**

**A. DESIGN:** Tenant is solely responsible for obtaining a zoning analysis from Landlord’s staff regarding the Project Improvements. Tenant is responsible for ensuring the Project Improvements comply with all applicable zoning and building codes, as well as securing all necessary staff and committee or City Council approvals regarding same. Tenant is solely responsible for selecting the architect to prepare site plans for the Project Improvements. Tenant must provide Landlord with copies of all architectural drawings, site plans, designs, or schematics related to the Project Improvements (collectively, the “**Building Plans**”), prior to work commencing on the Project Improvements. Tenant, and its contractors and subcontractors, must construct the Project Improvements in accordance with site plans prepared by/for Tenant, such plans which are required to be approved by Landlord prior to work commencing on the Project Improvements. Within fifteen (15) days of Tenant’s submission of the Building Plans to Landlord, Landlord must either approve the Building Plans or inform Tenant of the reasons why the Building Plans are not approved. Within five (5) days of Tenant’s submission of revised Building Plans, Landlord must either approve the Building Plans or inform Tenant of the reasons why the

Building Plans are not approved, which process will be repeated until Landlord approves the Building Plans. Tenant and its contractors must comply with all applicable construction documents, this Lease, and any subsequent Agreement executed by Landlord and Tenant regarding the Project Improvements. The Project Improvements must comply with all applicable laws, ordinances, rules and regulations.

**C. CONSTRUCTION:** The Project improvements will be performed at the sole direction of Tenant and its contractor(s). Landlord will not be a party to the construction contract(s), and will have no input or control over the means and methods of construction of the Project Improvements. Once the build out plans are agreed upon, they will be attached as **Exhibit \_\_** to this lease and incorporated herein. The Parties agree that certain improvements to Premises are necessary to bring the Premises to a generally agreed standards by the Parties, including but not limited to, updating the electrical system as necessary for code compliance, updating the plumbing as necessary for code compliance and installing Americans with Disability Act compliant entrances or doors, reconfiguration of HVAC system and additional ductwork, and other general restoration and rehabilitation work agreed to between the Parties. At all reasonable times, and upon Landlord's 24-hour prior-written request, which may be in the form of an e-mail, Landlord will have the right to (i) observe and ask questions of Tenant and its contractor(s) regarding construction of the Project Improvements and (ii) inspect equipment, fixtures, and other materials prior to issuance of the final certificate of occupancy. Tenant agrees to cooperate and timely respond to Landlord questions regarding construction of the Project Improvements. Tenant will be solely responsible for ensuring the Project Improvements and the Premises comply with all applicable laws, ordinances, rules and regulations prior to issuance of the final certificate of occupancy.

**D. SCHEDULE:** The Project Improvements are anticipated to occur to occur as Tenant raises the funds necessary to construct the Project Improvements. Substantial completion of the Project improvements will be:

Phase I of the Project Improvements will include code compliance for the Mansion to allow occupancy by Tenant and upgrades necessary for Tenant's use. It is anticipated that Phase I of the Project Improvements will include the following:

1. Upgrades to building systems (mechanical, electrical, plumbing and fire protection);
2. ADA upgrades; and
3. Other repairs and upgrades identified for code compliance and occupancy.

Tenant will review construction the schedule with Landlord prior to commencing construction and in connection with Landlord's review of the Building Plans.

**E. PROJECT IMPROVEMENT FUNDING:** The funding to be provided by Tenant will be, at minimum, \$2,000,000 (the "**Tenant Project Funding**"). The Tenant

Project Funding will be raised by Tenant. Landlord is not responsible for securing funding for the Project Improvements.

Tenant is solely responsible for issuing invitations to bid for construction work on the project. Since Tenant is leasing the property from a municipal corporation, Tenant must ensure all contractors and subcontractors for the project work pay prevailing wages on the Project improvement activities in accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

## **SECTION 6. INSURANCE**

**A. INSURANCE COMPANIES:** It is agreed that any policies of insurance to be maintained by Tenant will be obtained from good and solvent insurance companies. Only companies with an "A-" Policyholder's Rating with the Alfred Best Company will be acceptable to Landlord.

**B. TENANT MUST OBTAIN GENERAL LIABILITY INSURANCE:** Upon commencement of Project Improvements by Tenant, its contractors, and subcontractors, Tenant agrees that it will, at its expense, maintain a policy of insurance, written by responsible insurance carriers, that will insure Tenant against liability for injury to or death of persons or damage to property occurring about the Premises. Landlord will be named as an additional insured. The liability limit must be at least \$3- million for any one person injured or killed or any one occurrence, \$ 3 million general aggregate coverage for any one accident, and \$1 million property damage. Tenant will obtain an endorsement and Certificate of Insurance naming Landlord as an additional insured from Tenant's carrier (during the term of the Lease, including Premises Improvement construction) and all contractors during the construction of the Premises Improvements and any other renovation or construction at the Premises. Tenant must provide copies of the insurance policy and all endorsements on an annual basis to Landlord. Tenant shall send the policy to the Law Department annually during the Term. If Tenant fails to comply with this requirement, Tenant will be in default. Tenant acknowledges and agrees it is responsible for complying with this requirement and will take whatever steps are necessary to ensure its insurer(s) cooperate with Tenant in providing all necessary policies and endorsements to Landlord.

Landlord is self-insured up to \$1.25 Million and agrees to maintain an excess policy or policies of commercial general liability insurance over the self-insured limit written by an insurance carrier with a rating at least Class A- or better in the Policyholder's Rating with the Alfred Best Company and licensed to do business in the state in which the Premises is located which must insure against liability for injury to and/or death of and/or damage to personal property of any person or persons, with policy limits of not less than \$2,000,000 combined single limit for injury to or death of any number of persons or for damage to property of others not arising out of any one occurrence. Landlord must maintain casualty insurance covering the entire Premises and any alterations, improvements, additions or changes made by Landlord in an amount not less than their full replacement cost from time to time during the Term, providing protection against any peril included within the classification of "all risks".

Landlord must provide copies of the insurance policy and all endorsements thereto on an annual basis to Tenant.

**C. TENANT MUST OBTAIN WORKER'S COMPENSATION INSURANCE:** Tenant must maintain Worker's Compensation insurance, for employees, as required under Illinois law.

**D. TENANT MUST OBTAIN INSURANCE ON FIXTURES AND EQUIPMENT:** Tenant agrees to maintain on all trade fixtures and personal property in the Premises, a policy of insurance approved by Landlord of at least \_\_90\_\_% of the insurable replacement value of all trade fixtures and personal property.

**E. TENANT MUST OBTAIN BUILDERS RISK INSURANCE FOR PROJECT IMPROVEMENTS:**

[TBD, LIMITS TIED TO CONSTRUCTION BUDGET AND SCHEDULE, providing protection against any peril included within the classification of "all risks".]

**F. TENANT'S CONTRACTORS/SUBCONTRACTORS MUST OBTAIN ASBESTOS ABATEMENT COMMERCIAL GENERAL LIABILITY INSURANCE FOR PROJECT IMPROVEMENTS:** Upon commencement of Project Improvements by Tenant, Tenant's qualified contractors and/or subcontractors must maintain an Asbestos Abatement Commercial General Liability policy written on an ISO based occurrence form. This form must provide coverage for third party claims, bodily injury and property damage associated with asbestos abatement, encapsulation or enclosure. The minimum limits of liability under this policy must be at least \$1 million for any one occurrence, and a products and completed operations aggregate limit of \$1 million. Tenant must obtain an endorsement and Certificate of Insurance naming the Landlord as an additional insured from Tenant's carrier (during , Project Improvement construction, as well as any applicable statute of limitations/statutes of repose under Illinois law ).

**G. TENANT'S WAIVER OF CASUALTY INSURANCE PROCEEDS:** If the Premises are damaged by fire or other casualty insured against, Tenant agrees to claim no interest in any insurance settlement arising out of any loss where premiums are paid by Landlord, or where Landlord is named as sole beneficiary, and that it will sign all documents required by Landlord or the insurance company necessary in connection with the settlement of any loss. Landlord will use insurance proceeds in accordance with Section 7, Casualty Damage; Repairs.

**H. CONTROL OF INSURANCE PROCEEDS TO AVOID TAXABLE GAIN:** If the Premises, including any improvements, were to be damaged in any manner, and the receipt of any insurance proceeds or other reimbursement for such damage would result in the realization of taxable gain for federal or state purposes, then the party to whom the

gain would be taxed will have the right to take all action respecting proceeds or reimbursements necessary to enable party to comply with any regulations of the appropriate taxing authorities, so that the gain will not be recognized for tax purposes. Nothing here will be construed to entitle Landlord to delay any repairs to any part of the improvements in the event of damage.

**I. TENANT'S FAILURE TO INSURE:** If Tenant fails to keep in effect and pay for insurance as required by this section and then fail to cure such failure within thirty (30) calendar days after notice from Landlord, Landlord may terminate this Lease.

## **SECTION 7. CASUALTY DAMAGE; REPAIRS**

**A. USE OF PARTIALLY DAMAGED PREMISES:** On damage or destruction by a casualty to the Premises (a "Casualty"), Tenant will continue to use them for the operation of its business to the extent practicable.

**B. RIGHT TO TERMINATE:** Tenant will have the right to terminate this Agreement if (i) the Premises cannot be fully repaired within one hundred eighty (180) days following the date of the Casualty or (ii) the Premises are damaged by a Casualty to an extent exceeding thirty-three percent (33%) of the reconstruction cost of the Premises as a whole. If such damage occurs, this termination will be effected by written notice to Landlord, delivered within 90 days of the damage.

**C. FIRE AND CASUALTY.** If the Premises are damaged by a Casualty or other act of God to an extent exceeding thirty-three percent (33%) of the reconstruction costs of the Premises, then Landlord and Tenant agree to meet and confer regarding necessary steps to repair the Premises, amend this Lease, or terminate this Lease. If Landlord elects to not repair and/or rebuild the Premises, then this Agreement will terminate effective as of the date of the Casualty. Landlord has sole discretion to determine if such Casualty loss necessitates termination of this Lease.

**LANDLORD'S OBLIGATION TO REPAIR:** If the Premises are damaged by a Casualty, Landlord must, within one hundred eighty (180) days after such Casualty occurs (subject to being able to obtain all necessary permits and approvals, including, without limitation, permits and approvals required from any agency or body administering environmental laws, rules or regulations, and taking into account the time necessary to effectuate a satisfactory settlement with any insurance company) repair such damage at Landlord's expense and, except as provided in subsection C above, this Lease will not terminate. If the foregoing Casualty is due to the negligence or willful misconduct of Tenant, then Landlord will look first to the insurance carried by Tenant to pay for such damage. However, if Tenant's insurance carrier(s) interpose a coverage denial regarding any Casualty claim caused due to the negligence or willful misconduct of Tenant (or Tenant's contractors/subcontractors), then Tenant must pay for such damage. Notwithstanding (i) any other provisions of the Lease to the contrary, and (ii) any legal interpretation that all improvements become part of the realty upon being attached to the Premises, following a Casualty, the Landlord will be responsible only for restoring the Premises to building code compliance.



## **SECTION 8. INDEMNIFICATION**

**A. INDEMNIFICATION FOR PRE-RENOVATION USE AND ACCESS PERMITTED TO 3<sup>RD</sup> PARTIES, AND FOR WORK:** Tenant will defend, indemnify and hold harmless Landlord and its respective officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including without limitation costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of Tenant's contractors, subcontractors, employees or agents during the Term. Such indemnification will not be limited by reason of the enumeration of any insurance coverage in Section 6 of this Lease. This provision survives the completion, expiration, or termination of this Lease for a period of six (6) months.

Tenant and Landlord agree to mutually cooperate regarding execution of appropriate waivers of liability to indemnify Landlord for Tenant fundraising, board meeting, or other activities attributable to Tenant prior to the issuance of a final certificate of occupancy by Landlord. Specifically, Landlord agrees to provide Tenant access to Premises for fundraisers, architectural or construction consultants and any other third-parties.

Tenant agrees and acknowledges that it must cooperate in the event any litigation is brought against Landlord by any party seeking to enjoin, restrain, or stop the Project Improvements contemplated by this Lease. Tenant must defend, indemnify, and hold harmless Landlord and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including without limitation costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any of the uses or activities managed by Tenant at the Premises during the Term.

Nothing contained herein will prohibit Landlord, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. Nothing herein shall be construed as a limitation or waiver of defenses available to Landlord and employees and agents, including without limitation the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

At Landlord's counsel's option, Tenant must defend all suits brought against the Premises or Landlord due to any actions of Tenant or its officers, agents or employees, and Tenant must pay all costs and expenses incidental to such suits, but Landlord has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Tenant of any of its obligations under this Agreement. Any settlement of any claim or suit related to activities conducted under this Project by Tenant must be made only with the prior written consent of the Landlord's counsel, if the settlement requires any action on the part of Landlord. To the greatest extent permissible by law, Tenant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Tenant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including without limitation, *Kotecki v. Cyclops*

*Welding Corporation*, 146 Ill. 2d 155 (1991). Landlord, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute. Tenant is responsible for any losses and costs to repair or remedy work performed at its direction, under this Lease, resulting from or arising out of any act or omission, neglect, or misconduct in the performance of work by its contractors, subcontractors, or its agents or employees. Acceptance of the work on the Project Improvements by Landlord will not relieve Tenant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this section survive the completion, expiration, or termination of this Lease.

Landlord specifically disclaims liability to Tenant for any asbestos or mold exposure attributable to any known or unknown conditions at the Premises, during work on the Project Improvements or at any time under the Term of this lease.

**B. POST-RENOVATION WORK AND LEASE TERM TENANT INDEMNIFICATION OF LANDLORD:** Except as otherwise provided in this Agreement, and except to the extent caused by the willful misconduct of Landlord, or its agents, employees or contractors, or by the breach of this Lease by Landlord, Tenant must protect, defend, indemnify and save Landlord and its officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter that occurs in the Premises, which is not the result of Landlord's willful misconduct, or (ii) any willful misconduct of Tenant, or its agents, employees or contractors.

**C. DEFECTS; DEFECTIVE CONDITION; WIND; ACTS OF THIRD PERSONS** Except as provided by Illinois law and except to the extent arising from the willful misconduct of Landlord or its agents, employees or contractors, or from the breach of this Lease by Landlord, Landlord will not be liable to Tenant for any damage or injury to Tenant or Tenant's property occasioned by the failure of Landlord to keep the Premises in repair, and shall not be liable for any injury done by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster, or stucco, nor for any damage or injury arising from any act, omission or negligence or co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Landlord's agents or Landlord, all claims for any such damage or injury being hereby expressly waived by Tenant. Notwithstanding the foregoing, if any portion of the Premises is unusable for the purpose contemplated hereunder for a period of greater than 5 days, Landlord agrees to reasonably cooperate with Tenant to determine such terms and conditions which may permit the Premises to continue to be

used for the purposes intended by Tenant. The determination of the unusable space may be reasonably determined by Landlord based on square footage.

**SECTION 9. MAINTENANCE:** Until the time that Tenant completes Phase I of the Project Improvements and Tenant occupies the Premises, Landlord will insure and maintain the Property, including ordinary and customary building maintenance. This maintenance will include maintaining the building systems in the Premises, the heat in the premises, and maintaining exterior trees in a way such that the Premises exterior remains free from structural damage or obstruction. After Tenant takes possession of the Premises, Tenant must at all times maintain all of the Premises in a clean, neat and orderly condition. Tenant will not use the Premises in a manner that will violate or make void or inoperative any policy of insurance held by Landlord. Any and all necessary repairs and maintenance to ensure that the foundation of the buildings is well supported must be completed by Tenant. Tenant accepts the Premises in as-is condition, and acknowledges that Landlord makes no representations as to the condition of the Premises as of the date of execution of this Lease, or that Landlord made any repairs to same. Landlord or Landlord's staff or other representatives made no representations or assurances that it will alter or remodel the Premises and all renovations will be at Tenant's sole cost and expense.

After receipt of a final certificate of occupancy, Tenant will maintain the gardens on the Premises as depicted on **Exhibit \_\_\_\_**. Landlord will continue to perform the following maintenance on the Property during the Term in accordance with Landlord's maintenance practices at other locations owned by Landlord: (i) mow and otherwise maintain the grass, (ii) maintain the trees; (iii) remove leaves, and (iv) maintain parking areas and conduct snow and ice removal.

All refuse at the Premises must be placed in appropriate containers and Tenant cannot dispose of construction building materials in the standard refuse containers and must arrange for special pick-ups and containers for said materials. Tenant and Landlord acknowledge that refuse at the Premises is largely the result of public recreation uses. Tenant and Landlord will mutually agree upon placement of a larger refuse container for regular refuse at the Premises in reasonable proximity to the Premises. Landlord will contract to have trash hauled from such container with reasonable frequency.

Tenant must develop an annual operating budget for the property (in coordination with Landlord) to ensure that components of the Premises are professionally and properly maintained. Tenant will maintain a separate, dedicated reserve account for building maintenance activities. This building maintenance reserve will be submitted to Landlord for its comment and approval. Tenant expressly recognizes and agrees that as a tenant in a publically owned building, it must permit the Landlord reasonable access to its financial statements, specifically including but not limited to, all documents and bank statements concerning the building maintenance reserve account. Tenant also agrees it must cooperate with the City/Landlord in the event of a Freedom of Information Act request, 5 ILCS 140/1, is made to the City/Landlord for documents in connection with Tenant's information required to be provided by the terms of this Lease, or operations at

the Premises. In the event Tenant fails to comply with this material term of this Lease, such failure will be a breach by Tenant.

## **SECTION 10. EASEMENTS**

**A. TEMPORARY EASEMENT AREA:** Subject to the terms of this Agreement, Landlord will grant to Tenant, its invitees, employees, agents, contractors and subcontractors, a Temporary Access Easement for access over, upon, through and across the Property in the easement areas depicted on **Exhibit \_\_\_\_** (the "**Temporary Construction Easement**"). In consideration of the cost of future improvements to the Premises, Landlord agrees to waive the temporary access easement fee ordinarily assessed for occupation of property owned by Landlord.

Temporary Construction Staging Area: Tenant shall stage the construction activities in the area delineated in the attached **Exhibit \_\_\_\_** ("**Staging Area**"). Tenant will be diligent to remain within the boundaries of the Staging Area and not impair the usage of the Property for patrons of the Lighthouse Beach and Lawson Park. Tenant will coordinate with Landlord's Public Works Agency staff to ensure that construction traffic is in compliance with Landlord's truck routes and minimizes disruption to the neighboring area. Any right-of-way permits and associated fees necessary for this renovation project must be obtained by Tenant separately and not granted herein.

Renovation to the Buildings. Tenant shall adhere to all requirements and specifications for the construction occurring on Landlord owned property. The Parties agree that the renovations shall be at the sole cost and expense of Tenant. Landlord agrees to waive any and all permit, survey and related fees for the construction of the Project Improvements. Tenant shall comply with all local (including, but not limited to all zoning and tree preservation ordinances), state and federal regulations during the construction.

Restoration of Staging Area and Property. After the renovations to the Premises are complete Tenant shall return the staging area and Property to the condition prior to construction activities described herein. Restoration shall include leveling, laying of grass seed, and planting new trees, shrubs, flowers, or other plants disturbed.

**B. PERMANENT ACCESS EASEMENT:** Landlord, as grantor, and Tenant, as grantee, seek to establish the easement rights relative to the Property and the Premises following the completion of the Project Improvement for the Term. The Parties are desirous of imposing certain easements upon the Property for the benefit of Grantee and users of the Premises thereof, on the terms and conditions hereinafter set forth. Grantor hereby grants to Grantee, for the benefit of Grantee's Premises, a perpetual easement (the "**Easement**") on, the Property in the area(s) marked as "Easement Area" on the Plat attached hereto as **Exhibit \_** (the "**Easement Parcel**") for the purpose of access to and use of and maintenance and repair of the Premises. Landlord's grant of the foregoing Easement to Tenant does not include sub-surface rights.

**C. COORDINATION WITH BEACH AND PARK USE:** The Parties agree to mutually confer and reasonably cooperate regarding the coordination of the use of the

Lighthouse Beach and Lawson Park areas in conjunction with Tenant's use and occupation of the Property. This coordination shall extend to consultation regarding the parking lot use which is to the north of the Premises and permitted parking spaces granted in this Lease. To facilitate this coordination, Tenant shall have a seat on Landlord's Lighthouse Landing Committee during the Term.

## **SECTION 11. USE OF PREMISES**

**A. PURPOSES:** The Property is zoned Open Space under Title 6 of the Zoning Ordinance of the City of Evanston City Code of 1979, as amended. Pursuant to Section 6-15-9-2 "Permitted Uses", Tenant is permitted as of right to occupy the Premises and conduct certain uses. The Parties agree that Tenant will operate an environmental education centered community center within the definition in City Code Section 6-18-3, by providing a facility that is open to the public, and is used for community recreation, community meetings, education and/or service activities, and any other activities consistent with Tenant's non-profit mission (the "**Educational Use**"). In addition, Tenant may (i) operate or permit the operation of a light-fare café (Type II restaurant) (the "**Restaurant Use**"), as outlined in the Lakefront Master Plan, and (ii) rent the Premises to third-parties for events (the "**Event Use**" and together with the Educational Use and the Restaurant Use, the "**Permitted Use**"). If Tenant changes the use of the Premises so that it no longer qualifies as a Permitted Use, such change in use will violate this Lease.

**B. PARKING:** Landlord will allocate five (5) parking spaces to Tenant personnel or guests. The designated spaces for Tenant staff will be located in the area between the Mansion and coach houses, as depicted on **Exhibit** \_\_. The parking spaces will be permitted on an annual basis at no cost to Tenant. Tenant cannot assign or lease the parking spaces to any other entity or individual(s).

**C. STORAGE OF INFLAMMABLE MATERIALS:** Tenant agrees that it will not permit to be kept at the Premises any gasoline, petroleum distillate or other petroleum product, or other substance of an explosive or inflammable nature as may endanger any part of the Premises without the written consent of Landlord, provided that Tenant can keep the following on the Premises without Landlord's consent: (i) products customarily used in connection with the Permitted Use, (ii) customary cleaning products. .

**D. USE IMPAIRING STRUCTURAL STRENGTH:** Tenant will not permit the Premises to be used in any manner that will impair the structural strength of the buildings on the Premises, or permit the installment of any machinery or apparatus the weight or vibration of which may tend to impair the building's foundations or structural strength.

**E. PUBLIC REGULATIONS:** In the conduct of its business on the Premises, Tenant will observe and comply with all laws, ordinances and regulations of public authorities. Tenant acknowledges that the Premises is owned by Landlord and therefore no smoking will be permitted at the Premises.

**F. ENVIRONMENTAL:** Tenant shall comply in all material respects with all applicable Environmental Laws (hereinafter defined) and shall not cause or permit any Hazardous Substances (hereinafter defined) to be brought, kept or stored on the Property, except in compliance in all material respects with Environmental Laws. Tenant shall not engage in or permit any other person or entity to engage in any activity, operation or business on the Property that involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of Hazardous Substances, except in compliance in all material respects with Environmental Laws, provided however, that Tenant, or other person on Tenant's behalf, may store and use commercial grade cleaning or maintenance products containing Hazardous Substances generally recognized as appropriate for the ordinary course, operation and upkeep of the Property or Premises for the Permitted Use. In the event that any work performed by or on behalf of Tenant on or to the Property exposes, uncovers or results in the presence of Hazardous Substances on the Property (including presence in soils excavated in conjunction with the Project), Tenant, at its sole cost and expense, shall be responsible for the remediation of such Hazardous Substances in accordance with applicable Environmental Laws, except to the extent caused by Landlord.

As used in this Agreement, "**Hazardous Substances**" means all hazardous or toxic materials, substances, pollutants, contaminants, or wastes currently identified as a hazardous substance or hazardous waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**"), as amended, the Superfund Amendments and Reauthorization Act ("**SARA**"), the Resource Conservation and Recovery Act ("**RCRA**"), or any other comparable federal, state or local legislation or ordinances applicable to the Property. As used in this Agreement, "**Environmental Laws**" means all federal, state and local environmental laws, rules, statutes, directives, binding written interpretations, binding written policies, ordinances and regulations concerning pollution or protection of the environment issued by any governmental authority and in effect on or after the date of this Agreement with respect to or that otherwise pertain to or affect the Property, or any portion of the Property, the use, ownership, occupancy or operation of the Property, or any portion of the Property, or any owner of the Property, and as same have been amended, modified, or supplemented from time to time, including but not limited to CERCLA, the Hazardous Substances Transportation Act (49 U.S.C. § 1802 et seq.), RCRA, the Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Radon and Indoor Air Quality Research Act (42 U.S.C. § 7401 note, et seq.), SARA, comparable state and local laws, and any and all rules and regulations that are effective as of the date of this Agreement, or become effective after the date of this Agreement under any and all of the aforementioned laws.

**G. COVENANTS AND CONDITIONS:** Tenant covenants, warrants and agrees that with respect to the activities contemplated under this Agreement that: (i) no waste or damage shall be committed upon or to the Premises; (ii) the Premises shall be used only for the purposes set forth herein; (iii) the Premises shall not be used for any unlawful purpose and no violations of applicable laws or duly constituted authority shall be

committed thereon; (iv) Tenant shall keep the Premises in a clean and sanitary condition; (v) Tenant shall not do or permit to be done anything upon the Premises that may subject Landlord to any liability for injury or damage to person or property, and (vi) the work performed on or to the Premises pursuant to this Agreement or the Building Plans shall not adversely affect Landlord's ability to use the Property, except as previously agreed to by Landlord and reflected in the Building Plans or as set forth in this Agreement.

## **SECTION 12. UTILITIES**

Before the time that Tenant's selected contractors/subcontractors mobilize on Premises to perform Phase I of the Project Improvements, Landlord agrees to pay before delinquency all charges for gas, water, sewer, phone, internet, heat, electricity, and waste disposal and other similar charges incurred with respect to the Premises during this Lease. Tenant agrees to pay before delinquency all charges for gas, water, sewer, phone, internet, heat, electricity, and waste disposal and other similar charges incurred by Tenant's contractors/subcontractors that mobilize and work on Phase I of the Project Improvements.

Following completion of Phase I of the Project Improvements, Tenant agrees to pay before delinquency all charges for gas, water, sewer, phone, internet, heat, electricity, and waste disposal and other similar charges incurred by Tenant with respect to the Premises during this Lease.

## **SECTION 13. SUBLETTING; ASSIGNMENT**

The Parties agree that Tenant may be permitted to sublet the Premises for the uses outlined in Section 11 above, provided that Tenant first submits all prospective subleases to the Landlord for its review and comment. Tenant shall not be allowed to otherwise sublet the Premises or assign this Agreement to any other organization, agency of the State of Illinois, or individual(s) without obtaining Landlord's prior consent.

## **SECTION 14. SURRENDER OF PREMISES; HOLDING OVER**

Tenant will, at the termination of this Lease, leave the Premises in as good condition as they are in at the time of entry by Tenant, except for reasonable use and wear, acts of God, or damage by Casualty beyond the control of Tenant. On vacating, Tenant will leave the Premises clear of all rubbish and debris. If Tenant retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Landlord may at its option within thirty days after termination of the term serve written notice upon Tenant that such holding over constitutes the creation of a month to month tenancy, upon the terms of this Agreement. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act

in apparent affirmation of tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the covenants herein.

## **SECTION 15. SIGNS**

Tenant may apply for signage (temporary and permanent signage) for the exterior to be placed on the Property, at its own expense, in order to conduct the business of Tenant. Tenant acknowledges that there are limitations from the City of Evanston Municipal Code of 2012 (the “**Code**”), as amended, and the Code governs the application process and the details regarding size, type, and number of signs and Tenant agrees to be bound by such ordinances. Landlord cannot make representations in a lease agreement that Tenant shall be entitled additional signage, a certain number of signs and/or dimensions of proposed signage, because Tenant must make an application to the Sign Review and Appeals Board, as provided by Code, but Landlord will not withhold its consent to a sign for Tenant’s use of the Premises that complies with the requirements of the Code.

## **SECTION 16. LIENS**

A. **LIENS AND ENCUMBRANCES:** Tenant will hold Landlord harmless from all claims, liens, claims of lien, demands, charges, encumbrances or litigation arising out of any work or activity of Tenant on the Premises. Tenant will, within sixty (60) days after filing of any lien, fully pay and satisfy the lien and reimburse Landlord for all resulting loss and expense, including a reasonable attorney’s fees. Provided, however, in the event that Tenant contests any lien so filed in good faith and pursues an active defense of said lien, Tenant shall not be in default of this paragraph. However, in the event of any final judgment against Tenant regarding such lien, Tenant agrees to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.

B. **DISCHARGE OF LIEN:** If Tenant fails to fully discharge any claim, lien, claim of lien, demand, charge, encumbrance, or litigation, or should proceedings be instituted for the foreclosure of any lien or encumbrance, and if judgment is rendered against Tenant either by a court of competent jurisdiction or by arbitration and Tenant still persists in non-payment of the same within the 60 days set forth above, Landlord will have the right at any time after expiration of the 60-day period, to pay the lien or encumbrance. All amounts so paid will be repaid by Tenant on demand, together with interest at the rate of   10  % per year from the date of payment and shall be considered additional rent owed to Landlord by Tenant.

## **SECTION 17. DEFAULT AND REMEDIES**

A. **EVENT OF DEFAULT:** Any one of the following events will be a default by Tenant:

- i. If Tenant does not pay Rent at the time and place when and where due and does not cure such failure within five (5) calendar days after notice to Tenant of such failure;



- ii. If Tenant does not procure and/or maintain the insurance coverage as set forth herein;
- iii. If Tenant does not comply with any term, provision, condition or covenant of this Lease, other than the payment of rent, and does not cure any such failure within thirty (30) calendar days after written notice from Landlord of such failure; or
- iv. If Tenant makes a general assignment to the benefit of creditors, or admits in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy. (Landlord shall be the sole judge as to whether such time is reasonable).

**B. OCCURRENCE OF AN EVENT:** Upon the occurrence and the continuation of any event of default for thirty (30) days, Landlord shall have the option to pursue any one or more of the following remedies subject to the laws of the State of Illinois and Tenant's right to cure:

- v. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant fails to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in rent, or damages for breach of contract, enter upon the Premises and expel or remove and with or without notice of such election or any notice or demand whatsoever, this Agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this Agreement be terminated or not, Tenant agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever and hereby grants to Landlord full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Tenant or any other person who may be occupying the Premises or any part thereof, and Landlord may use such force in and about expelling and removing Tenant and other persons as may reasonably be necessary, and Landlord may re-possess itself of the Premises, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this Agreement contained to be performed by Tenant. Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such lease termination, whether through inability to re-let the Premises, or through decrease in Rent, or otherwise.

- vi. Landlord may recover from Tenant upon demand all of Landlord's costs, charges and expenses, including the fees and costs of counsel, agents and others retained by Landlord which have been incurred by Landlord in enforcing Tenant's obligations hereunder, subject to Landlord prevailing on its claims.
- vii. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or available to Landlord at law or in equity, or constitute a forfeiture or waiver of any Rent due hereunder or of any damages suffered by Landlord.

**C. REPOSSESSION OR RELETTING NOT A TERMINATION; LANDLORD'S RIGHT TO TERMINATE NOT FORFEITED:** No repossession, operation or re-letting of the Premises or of fixtures and equipment will be construed as an election by Landlord to terminate this Agreement unless a written notice is given by Landlord to Tenant. Landlord may terminate this Agreement if Tenant remains in default (beyond any applicable notice and cure period). The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except written waiver, shall not be construed as a waiver of Landlord's rights to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this Agreement.

**D. TENANT'S OBLIGATION TO PAY DEFICIENCIES:** If rentals received by Landlord from re-letting the Premises under the provisions of this section are insufficient to pay all expenses and amounts due, Tenant will pay any deficiencies to Landlord on demand and be declared in default for failure to pay.

**E. LANDLORD'S RIGHT TO PERFORM TENANT'S DUTIES AT TENANT'S COST:** If in Landlord's judgment any default by Tenant will jeopardize the Premises or the rights of Landlord, Landlord may, without notice, elect to cure Tenant's default and Tenant will reimburse Landlord, with interest, on 5-days' notice by Landlord to Tenant.

**F. LANDLORD'S RIGHT TO TERMINATE AGREEMENT:** If there is an event of default by Tenant as stated in Paragraph A of this section, Landlord may, upon prior-written notice to Tenant, terminate this Agreement and all interest of Tenant and may take possession of the Premises by legal proceedings.

**G. LANDLORD'S REMEDIES NOT CUMULATIVE:** All of the remedies given to Landlord in this Agreement or by law are not cumulative, and the exercise of one remedy by Landlord will not impair its right to exercise any other right or remedy. Landlord shall not look to the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Tenant in seeking either to enforce Tenant's obligations under this Agreement or to satisfy a judgment for Tenant's failure to perform such obligations; and none of such parties shall be personally liable for the performance of Tenant's obligations under this Agreement.

**I. LANDLORD DEFAULT; TENANT REMEDIES:** If Landlord does not comply with any term, provision, condition or covenant of this Lease and fails to cure any such failure within thirty (30) calendar days after written notice from Tenant of such failure, Tenant may cure such failure and charge Landlord for all costs incurred by Tenant in connection with the curing of such failure. Landlord must reimburse Tenant for all costs incurred by Tenant in curing such failure within fifteen (15) days of Landlord's receipt of written demand therefor.

#### **SECTION 18. REMOVAL OF OTHER LIENS**

In event any lien upon Landlord's title results from any act or neglect of Tenant and Tenant fails to remove said lien within thirty (30) days after Landlord's notice to do so, Landlord may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof and Tenant shall pay Landlord upon request the amount paid out by Landlord in such behalf, including Landlord's costs, expenses and reasonable attorney's fees.

#### **SECTION 19. EXPENSES OF ENFORCEMENT**

Except as provided above in Sections 8 and 17, each Party is responsible for its fees and costs incurred in any litigation, negotiation or transaction regarding this Agreement.

#### **SECTION 20. NOTICES**

All notices or demands that either party may need to serve under this Agreement may be served on the other party by mailing a copy by registered or certified mail to the following addresses for the Parties (or at such other address as the applicable party may designate in a written notice to the other party):

If to Landlord:

City of Evanston  
Attn: City Manager  
2100 Ridge Avenue  
Evanston, IL 60201

with a copy to:

City of Evanston  
Attn: Corporation Counsel  
2100 Ridge Avenue  
Evanston, IL 60201

If to Tenant:

Evanston Lakehouse & Gardens  
Attn: President, Board of Directors  
2603 Sheridan Road  
Evanston, IL 60201

Service will be deemed complete at the time of the leaving of notice or within 2 days after mailing. In the event that it appears that Tenant is avoiding the service of any notice and is not present at the Premises for a period of more than 14 consecutive days, notices may be served by posting such notice upon the Premises. Notice shall then be deemed effective 5 days after such posting.

## **SECTION 21. MISCELLANEOUS**

A. Provisions typed on this Lease and all riders attached to this Lease and signed by Landlord and Tenant are hereby made a part of this Agreement.

B. Tenant shall keep and observe such reasonable rules and regulations now or hereafter required by Landlord, which may be necessary for the proper and orderly care of the building of which the Premises are a part, so long as such rules and regulations do not materially impair Tenant's right to use and occupy the Premises as set forth herein.

C. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.

D. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to excuse or waive the right to the use of another.

E. The words "Landlord" and "Tenant" wherever used in this Agreement shall be construed to mean Landlords or Tenants in all cases where there is more than one Landlord or Tenant herein; and the necessary grammatical changes shall be assumed in each case as though full expressed.

F. This Agreement and any written and signed Amendments and/or Riders hereto shall constitute the entire agreement between the Parties, and any oral representations made by one party to the other are considered merged herein.

G. In all cases where Landlord's consent is required, Landlord's consent shall not be unreasonably withheld, conditioned or delayed.

H. This Agreement may be executed in multiple copies, each of which shall constitute an original.

I. No waiver of any breach of any condition of this Agreement will be construed to be a waiver of any other breach of provision, covenant or condition.

J. This Agreement may be modified or amended only in writing signed by Landlord and Tenant. It may not be amended or modified by oral agreements between the Parties unless they are in writing duly executed by Landlord and Tenant.

K. Every provision of this Agreement will bind the Parties and their legal representatives. The term "legal representatives" is used in its broadest meaning and

includes, in addition to assignees, every person, partnership, corporation or association succeeding to any interest in this Agreement. Every covenant, agreement and condition of this Agreement will be binding on Tenant's successors and assignees. Any sublease, concession or license agreement will be subject and subordinate to this Lease.

## **SECTION 22. VENUE AND JURISDICTION**

The Parties agree that this Agreement will be governed by and interpreted in accordance with the laws of the State of Illinois and that venue for any disputes is the Circuit Court of Cook County, Illinois.

## **SECTION 23. FORCE MAJEURE**

Other than for Landlord's and Tenant's obligations under this Lease that can be performed by the payment of money, whenever a period of time is herein prescribed for action to be taken by either party hereto, such time period will be extended by a period equal to the period of any delays in performance by the applicable party due to any of the following events ("**Force Majeure**"): (i) Acts of God, (ii) strike or other such labor difficulties not specific to any labor issue existing only at the Premises, (iii) extraordinary weather conditions greatly exceeding norms for the greater metropolitan area where the Premises located, (iv) extraordinary scarcity of or industry-wide inability to obtain supplies, parts or employees to furnish such services, or (v) or any cause whatsoever beyond a party's control. For purposes of this Section, a cause or event shall not be deemed to be beyond a party's control, if it is within the control of such party's agents, employees or contractors.

[SIGNATURES ON FOLLOWING PAGE; REMAINDER OF THE PAGE LEFT  
INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, both Landlord and Tenant caused this Agreement to be executed as of the date and year first above written by a duly authorized officer or manager of each of the respective Parties.

**Landlord:**

**THE CITY OF EVANSTON,**  
an Illinois home rule municipal corporation

By: \_\_\_\_\_

Its: City Manager, Wally Bobkiewicz

**Tenant:**

**EVANSTON LAKE HOUSE AND GARDENS INC.,**  
an Illinois not-for-profit corporation

By: \_\_\_\_\_

Its:

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK         )

The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Wally Bobkiewicz, City Manager of the City of Evanston, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of the City of Evanston, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK         )

The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_ personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of the \_\_\_\_\_, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROPERTY**

LOTS 9, 10 AND 11 OF BLOCK 5 BROWN'S LAKE GROVE ADDITION TO EVANSTON, A SUBDIVISION OF A PART OF LOTS 35 TO 38 OF BAXTER'S SHARE OF THE SOUTH SECTION OF OUILMETTE RESERVE, ALSO PARTS OF LOTS 23 TO 25 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVE, IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:  
2603 SHERIDAN ROAD, EVANSTON ILLINOIS



**EXHIBIT B**  
**PLAT OF SURVEY**

**EXHIBIT C**

**CONSTRUCTION STAGING AND TEMPORARY CONSTRUCTION  
EASEMENT AREAS**

[TO BE DISCUSSED BETWEEN THE PARTIES AND INSERTED AT A LATER  
DATE]

**EXHIBIT D**

**PREMISES BUILD-OUT SCOPE OF WORK AND SITE PLAN**

**EXHIBIT E**

**PERMANENT EASEMENT AREAS**

[TO BE DISCUSSED BETWEEN THE PARTIES AND INSERTED  
AT A LATER DATE]

**EXHIBIT F**  
**PARKING AREA**

**EXHIBIT G**  
**GARDEN AREA**

**Your Community Lakehouse**



**Response to City of  
Evanston's Request for  
Proposal No. 17-48**

Submitted via hand • October 9, 2017





## Table of Contents

<b>1.0 Cover Letter .....</b>	<b>4</b>
<b>2.0 RFP Checklist .....</b>	<b>7</b>
<b>3.0 Mission and Purpose .....</b>	<b>9</b>
<b>4.0 Core Values .....</b>	<b>10</b>
<b>5.0 Partners .....</b>	<b>11</b>
<b>6.0 Current Finances.....</b>	<b>13</b>
<b>7.0 Fundraising Strategy and Experience .....</b>	<b>14</b>
<b>8.0 Restoration Plan and Budget.....</b>	<b>17</b>
8.1 Phase 1: RFP for Architectural and Engineering Services	17
8.2 Phase 2: Design Work	18
8.3 Architectural Programming Exercise	18
8.4 Interior Restoration	19
8.5 Minority, Women and Evanston Business Enterprise Program	19
8.6 Jens Jensen Garden Restoration	19
<b>9.0 Proposed Lease Terms with Rationale .....</b>	<b>21</b>
<b>10.0 Operations.....</b>	<b>22</b>
10.1 Programming	22
10.2 Revenue	31
10.3 Expenses	32
10.4 Staffing Model	33
10.5 Parking	33
<b>11.0 Governance .....</b>	<b>36</b>
<b>12.0 Successful Case Studies.....</b>	<b>37</b>
<b>13.0 List of Appendices .....</b>	<b>40</b>

## 1.0 Cover Letter

City of Evanston  
City Manager's Office  
Attention: Erika Storlie  
2100 Ridge Avenue  
Evanston, IL 60201

October 9, 2017

**Re: Request for Proposal No. 17-48 for Lease of Harley Clarke Mansion to Non-Profit Organization**

Dear Ms. Storlie:

Enclosed is the response by Evanston Lakehouse & Gardens ("ELHG" or "Evanston Lakehouse") to the Request for Proposal for No. 17-48 for Lease of Harley Clarke Mansion by a Non-Profit Organization. Evanston Lakehouse is an Illinois not-for-profit corporation granted tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, and was specifically formed with a mission to restore and preserve the Harley Clarke House by creating an inspiring community space that fosters appreciation of the environment and the rich cultural history of Evanston for use by all Evanston residents and beyond, thus turning this unique and long-neglected space into a true asset for the City and its residents.

Evanston Lakehouse has been engaged in the Harley Clarke process for over three years and have conducted extensive community outreach and research on our business plan. We have a qualified Board of Directors and a strong group of partners and supporters, including individuals, non-profits, historic preservation experts, neighborhood associations, local businesses and professionals from a variety of industries. We fully participated in the Harley Clarke Planning Committee (HCPC) process that was led by Alderwoman Eleanor Revelle. The HCPC (including the Parks and Recreation Board and Lighthouse Landing Committee) endorsed our plan and recommended it City following thorough review, including a community presentation where we received overwhelmingly

supportive comments and feedback. We believe our plan meets the objectives of the City, as outlined in the RFP. Our plan:

1. Creates a high quality public use for the space, consistent with the 2008 Lakefront Master Plan;
2. Retains and protects the historic character of the buildings;
3. Addresses any potential parking issues; and
4. Accommodates existing public spaces and recreation areas to ensure that the community retains access to recreation opportunities and is consistent with OS zoning.

We are proposing a lease term of 40 years, with a monthly rent of \$1/month. As detailed in our proposal, the estimated total investment that Evanston Lakehouse will make to restore the Harley Clarke House and Coach House, is approximately \$5 million. This contribution by ELHG to a public asset is comparable to the net present value of 40 years of market rent payments for commercial real estate in Evanston of similar size to the Harley Clarke House.

Per your request, the following individuals are authorized to negotiate on behalf of ELHG:

Tom Hodgman  
President, Board of Directors, Evanston Lakehouse & Gardens  
819 Clinton Place  
Evanston, Illinois 60201  
860.558.8318  
[thodgman@gmail.com](mailto:thodgman@gmail.com)

Bill Brown  
Board of Directors, Evanston Lakehouse & Gardens  
1200 Mulford Street  
Evanston, Illinois 60202  
847.404.8133  
[bbrown@wwbrown-inc.com](mailto:bbrown@wwbrown-inc.com)

Joseph Walker  
Kirkland & Ellis LLP  
Counsel to Evanston Lakehouse & Gardens  
300 North LaSalle, Chicago, IL 60654  
312.862.2289

Please note that ELHG reserves the right to add additional persons as may be needed.

Thank you for your consideration of our proposal, which we feel strongly supports your RFP. We would be happy to answer any questions you may have, and would welcome the opportunity to introduce you to our team for further discussion. We look forward to working with you as partners on this exciting project in the months and years ahead.

Sincerely,



Tom Hodgman  
President, Board of Directors  
Evanston Lakehouse & Gardens

## 2.0 RFP Checklist

RFP Requirement	Evanston Lakehouse Proposal Section
Mandatory Meeting Attendance	ELHG Board Members attended the August 21 and September 7 mandatory walk throughs.
Cover Letter	Section 1.0
Intended Use / Specific Use for Property	Section 3.0, Section 8.0, Section 10.0
Monthly Lease Payment and Anticipated Term	Section 1.0, Section 9.0
High Quality Public Use, Consistent with the Lakefront Master Plan	Section 3.0, Section 4.0, Section 10.0
Retain and Protect the Historic Character of the Buildings and Jensen Gardens	Section 3.0, Section 4.0, Section 8.0
Address Potential Parking Issues	Section 10.5
Qualifications and Experience of Organization and Team	Section 7.0, Section 11.0, Appendix 1
Proposal Management	Section 1.0

M/W/EBE Commitment	Section 8.5
Financial Capability to Execute Proposal	Section 6.0, Section 7.0, Appendix 3, Appendix 4
Disclosure of Ownership Interests	Appendix 7
Additional Information Sheet	Appendix 11
Conflict of Interest Form	Appendix 8
Acknowledgement of Understanding	Appendix 9
Anti-Collusion Affidavit and Proposer's Certification	Appendix 10

### 3.0 Mission and Purpose

The mission of Evanston Lakehouse & Gardens (“ELHG” or “Evanston Lakehouse”) is to restore and preserve the Harley Clarke House and Jens Jensen gardens by creating an inspiring community space that fosters appreciation of the environment and the rich cultural history of Evanston.

ELHG’s plan includes the following important elements:

- A restored, preserved and repurposed Harley Clarke building and Jens Jensen grounds;
- A commitment to socially and economically inclusive programming that welcomes the entire community and visitors from outside Evanston;
- Assurance that the building and gardens will remain open to the public;
- An array of environmental education programming, outdoor recreation, cultural tourism, and community meeting space;
- Rental of the building for events and meetings as well as rental space for a planned light-fare café to further our mission of connecting people with the environment and to financially support the nonprofit operations of the property.

All of these elements are consistent with the Lakefront Master Plan unanimously approved by the Evanston City Council in 2008.



## 4.0 Core Values

Evanston Lakehouse & Gardens has adopted the following Core Values to guide our work to restore and repurpose the Harley Clarke House and Coach House:

- **Community:** ELHG will serve the community and provide a unique space on the lakefront. ELHG will collaborate with residents, local governments, institutions, nonprofits, and businesses to achieve mutual educational, cultural and economic goals.
- **Education:** ELHG will provide educational experiences in partnership with schools and nonprofits to leverage the property's unique historical, cultural and environmental resources.
- **Environment:** ELHG will restore and maintain the Jens Jensen gardens as a peaceful, ecologically sustainable site for reflection and appreciation of the environment.
- **Stewardship:** ELHG will ensure the long-term viability of the Harley Clarke House through robust programming, a solid financial plan, and development of a strong board and membership.
- **Equity:** ELHG will execute its programming in a fair and equitable manner that takes into account issues of opportunity with concerted and purposeful action.
- **Visitor Experience:** ELHG will create an inspiring, enjoyable, and educational experience for all residents of Evanston, visitors, and tourists.





## 5.0 Partners

Evanston Lakehouse & Gardens has established partner relationships with many and varied community organizations with an interest in a presence at Harley Clarke. Many others are actively engaged in helping to develop the ELHG program and curriculum. We have strong [Letters of Support](#) from:

- Susan and Lawrence Aaron
- Alliance for the Great Lakes
- Ananda Within Yoga
- Julia Bachrach, author of *The City in a Garden: A History of Chicago's Parks*
- Benjamin Historic Certifications
- Central Street Neighbors Associations
- District 65 3rd Grade Teachers
- Donn Werling, first director of the Evanston Environmental Association
- Christopher Enck, Manthemios Control Corporation
- Madeline Gelis, former board member Landmarks Illinois
- Heritage General Store
- Kihm Residential
- LakeDance
- Landmarks Illinois
- Larry Lundy
- Liberty Prairie Foundation
- Northwestern University Center for Water Research
- Judith Paine McBrein, The Archimedia Workshop
- Openlands
- Preservation League of Evanston

Two partners focused on experiential environmental education are [LakeDance](#) and the [Lakeshore Sustainability Education Partnership \(LSEP\)](#). ELHG hopes to provide LakeDance with a permanent home for its programs which bring together environmental education, environmental justice, and the arts. The Director of LakeDance, Clare Tallon Ruen, has agreed to provide interim education coordination at ELHG when we start operations at the Harley Clarke House, and LakeDance is funded through 2019. LSEP links schools, community organizations, and scientific organizations to foster scientific thinking, develop connections with nature, and inform sustainable living through experiential learning centered on the Lake Michigan shore.

[LumenKids](#), a local non-profit specializing in experiential education for teens, has joined our growing list of partners to support the project's efforts to deliver relevant, equitable education programs that can positively impact local youth issues around the achievement gap and youth violence. LumenKids will spearhead initiatives to provide youth with appropriate spaces to build leadership and peace-building skills utilizing the facilities and surrounding green-spaces.



## 6.0 Current Finances

Evanston Lakehouse & Gardens has begun preliminary grassroots fundraising to support our ongoing advocacy and planning efforts to create a viable partnership with the City of Evanston. We have already raised total cash donations of \$12,000 and pledges of \$100,000 from more than 75 individual donors. Our current Income Statement (see Appendix 3) does not reflect the countless hours of in-kind services from our volunteers, board members and partners.

We know there is significantly more donation capacity and interest in the project from our existing donor base and from foundations focused on historic preservation, the environment, and education. This pent-up capacity is contingent on ELHG securing a lease with the City of Evanston. Once we finalize a lease with the City and begin joint messaging, we will be able to realize major capital gifts. The most appropriate and responsible way to test the philanthropic market is to do so in partnership with the City.

In the meantime, our work to secure more than \$100,000 in pledges even without an agreement with the City or access to the building for repairs or programming further demonstrates the strong support in the community. To build on our private fundraising, we plan to pursue several grant programs for historic preservation, environmental restoration, and education. As we build our private fundraising and grant commitments, ELHG would also like to partner with the City to leverage the \$250,000 previously approved in 2016 for repairs to the Harley Clarke House.



## 7.0 Fundraising Strategy and Experience

As a registered 501(c)(3) non-profit, Evanston Lakehouse & Gardens relies upon the generous contributions of its supporters. To date, the organization has built a strong network of grassroots donors who have financed the organization's minimal start-up and administrative costs.

The next chapter of ELHG's story requires a significant influx of capital to finance the restoration of the Harley Clarke House and surrounding Jens Jensen gardens. After entering into a lease - the pivotal step towards assuring funders of the project's viability - ELHG will embark on a \$5.3 million capital campaign to raise the necessary funds for restoration of the buildings (\$4.8M) and operational start-up funds (\$0.5M). Ultimately, ELHG will expand its base of contributors to include major donors and foundation funders who can ensure long-term financial stability. While ambitious, this goal is in line with other similar restoration for public use projects that have received funding, and can be achieved.

First, our Board of Directors will make requests of major donors who have already expressed interest in the project. Having secured a collection of major gifts to anchor the campaign, ELHG will establish a volunteer cabinet to lead fundraising outreach efforts as part of a quiet phase in which major donor prospects are identified, cultivated, and solicited. Once at 50 to 60 percent to goal, ELHG will launch the public phase of the campaign. In the public phase, ELHG will maximize press coverage, host a number of fundraisers, and activate its grassroots supporters in order to reach or surpass goal. In addition to individual fundraising, ELHG will also pursue significant grants and other public moneys that are relevant to the project. These include community grants, restoration grants, and grants related to key programming around ecology, the environment, and general education.

Given the environmental and preservation aspects of our plan, the community of interest for the project includes donors within Evanston and outside of Evanston - all from distinctly different philanthropic market segments. In fact, from a fundraiser's perspective, one of the most exciting aspects of the ELHG project is its broad appeal within several of the most well-established philanthropic sectors. Throughout the capital campaign, ELHG will leverage fundraising best practices to engage donors across the nation with interests in historic preservation, community development, education, the environment, and the arts. Data from Charity Navigator indicates that these four sectors

represent 23% of America's charitable contributions and more than \$89 billion dollars in philanthropic gifts. In particular, the historic preservation philanthropic space has seen enormous growth over the past decade. Organizations like Landmarks Illinois and the National Trust for Historic Preservation have experiences record revenues as historically minded donors recognize the importance of protecting physical structures as a way to tell history's story.

This is a feasible project anchored in a philanthropically minded community. According to the Chronicle of Philanthropy, Evanston residents have donated nearly \$1 billion to charity over the past ten years, solidifying Evanston as one of top 250 most charitable cities in America. The ongoing success of the Robert Crown campaign, which recently surpassed \$10 million, further demonstrates Evanston residents' desire to support bold local projects.

The components of the ELHG capital campaign will include:

1. Drafting of a Case Statement
2. Completion of a Feasibility Study
3. Development of a donor pyramid and gift table
4. Prospect identification and research
5. A quiet phase in which major gifts are secured
6. A public phase with fundraising activities in the community

*"Because Harley Clarke has special character and enormous potential for redevelopment, I and many other Evanston residents are willing – even eager – to support this effort with our time, our expertise, and our resources. There is tremendous interest and support for ELHG's proposed plan for Harley Clarke throughout the professional community in Evanston. I and my colleagues at Northwestern are willing to contribute our efforts, pro bono, to the design of the "Living Learning Laboratory" that would serve as the central hub for youth, school, and community education at Harley Clarke. Our professional opinion is that Harley Clark can provide extraordinarily unique and valuable hands-on laboratory experiences and outdoor experiences utilizing the lakefront, beach, and woods. To this end, we have formed the Lakeshore Education partnership ([www.lakeshore-education.org](http://www.lakeshore-education.org)) to coordinate development of educational programs at Harley Clarke."*

**- Aaron Packman, Northwestern  
Center for Water Research**

Our Board of Directors and Advisory Board is comprised of individuals with significant fundraising experience at organizations such as the Sargent Shriver National Center on Poverty Law, Lincoln Park Zoo, Chicago Botanic Gardens, The Nature Conservancy, CCS Fundraising, Evanston Public Library Friends, Evanston History Center, and Youth and Opportunity United (YOU). Our directors have successfully managed capital campaigns in excess of \$100 million, have sourced impact investment capital in excess of \$150 million, have raised major gifts from major foundations, and work for the nation's leading fundraising consulting firm. In addition to utilizing these directors' expertise, ELHG will partner with a third-party professional fundraiser to help envision and execute the capital campaign.

The ELHG board is confident in its case and knows that with a lease and a well-executed capital campaign, the organization will achieve its fundraising objectives. We project that the capital campaign will require a minimum of 24 months to complete and will provide both the hard costs associated with the restoration and the soft costs for an operational start-up fund that will be used as working capital over the first 3 to 4 years of operations.

ELHG anticipates that the lease agreement with the City may include fundraising benchmarks to be met on the way to successful completion of the capital campaign. The release of the \$250,000 previously approved for critical repairs of a City asset could conceivably be related to these benchmarks.



## 8.0 Restoration Plan and Budget

Evanston Lakehouse & Gardens' restoration plan and budget are based on the intended uses of the building as well as a review of all pre-existing architectural and engineering studies of the Harley Clarke House and Coach House and our own assessment of the building conducted during two separate Open Houses (August 2016 and February 2017). We were greatly assisted in these efforts by Kihm Residential, WWBrown, Inc, Thomas O'Conner Associates Architects, and Wiss Janney Elstner Associates, all qualified professionals who have previously worked on restoring historic, architecturally significant buildings.

The total budget for restoration and repurposing of the building is \$4.8 million. Depending on the pace of fundraising, the restoration may take place in two phases:

- Restoration Phase 1: Bring the building up to code and begin operations at an initial, demonstration scale. Estimated cost of \$1 million.
- Restoration Phase 2: Full restoration of all interior and exterior spaces. Estimated cost of \$3.8 million.

*"We believe [ELHG has] developed a well-thought-out study articulating the opportunity to transform Harley Clarke into a center that can house environmental studies, arts education, historic preservation, architecture, landscape architecture, and other community programming. We have advised and given suggestions to leaders of this effort and will continue to do so as needed. [...] We believe the Evanston Lakehouse and Gardens plan is the best way to retain this special place for Evanston residents for generations to come."*

**- Landmarks Illinois**

### 8.1 Phase 1: RFP for Architectural and Engineering Services

In September 2017 ELHG issued an RFP for Architectural and Engineering services for the Harley Clarke Renovation Project (see Appendix 5). The first phase of work for the successful respondent will be a review of the "Code Analysis and Condition Assessment Report" prepared by McGuire, Igleski, & Associates, Inc. (2012) on behalf of the City. Necessary updates to the scope of work based on current code compliance, more specific building uses, and ADA compliance will be identified and included in the design package for the project. Other types of basic remedial repairs or improvements will be identified

*"The Harley Clarke Mansion...has been named to Landmarks Illinois' annual Most Endangered Historic Places in Illinois list, which was announced today at a press conference in Springfield...We believe demolition should not be an option, especially considering the building's local landmark designation. If the City of Evanston demolishes its own landmark, this will set a terrible precedent."*

**- Landmarks Illinois**

in this initial phase as well. Examples of this type of work would be corrections to any significant compromise to the envelope of the building that allowed water infiltration, needed removal of hazardous materials found during exploratory demolition, or infrastructure upgrades, such as water or electrical service. With the completion of Phase 1 work, a portion of the building (first floor) would open for internal program use, further exciting our funding base and donors.

## 8.2 Phase 2: Design Work

A Phase 2 of Design Work would involve expanding the conditions survey performed by Wiss Janney Elstner in July 2016. The report could be expanded to include all aspects of the building envelope. The expanded study would provide detailed documentation of necessary work (tuck pointing, stone replacement, ornamental stone restoration or duplication, gutter and downspout systems repair, and window and door refurbishment and/or replacement, as needed).

## 8.3 Architectural Programming Exercise

At the same time as Phase 2 Design Work, we will undertake a programming exercise to finalize potential uses for the various spaces in the House and Coach House (e.g. classrooms, meeting rooms, event spaces, light-fare cafe, and office space) in keeping with the previously approved Lakefront Master Plan. The Architectural Programming work will help inform plans for the renovation and improvements of the Coach House and Main House interiors.



## 8.4 Interior Restoration

A third phase of the project will include all the interior work required. For this work, the buildings would probably need to be closed. At this time, the restoration of the Jens Jensen gardens can be undertaken.

## 8.5 Minority, Women and Evanston Business Enterprise Program

Evanston Lakehouse aims to comply with the City's Minority, Women and Evanston Business Enterprise (M/W/EBE) Program, which has a goal of assisting such businesses with opportunities to grow. If awarded a lease, ELHG intends to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract.

## 8.6 Jens Jensen Garden Restoration

A preliminary assessment of the Jens Jensen gardens performed by ELHG, using the original plan for the site, reflects that several of the original design elements remain, including the Council Ring, Grotto and some mature trees and shrubs. The fact that Jens Jensen, in collaboration with his protégé, Alfred Caldwell, designed the original landscape and hardscape plan provides a distinction for the property beyond the buildings themselves. The restoration and interpretation of this site will preserve an exemplar of the Prairie Style of landscape design championed by Jens Jensen, O.C. Simonds, and Alfred Caldwell in the late 19th and early 20th centuries. The Prairie Style is a significant and recognized regional approach to landscape design that created spaces that evoked the unique character of the Midwest.

*"Several years ago I had the pleasure of co-authoring, with architect Stuart Cohen, North Shore Chicago: Houses of the Lakefront Suburbs, 1871-1941. With an enormous selection of houses to choose from we selected the Harley Lyman Clarke House to write about--one of only 42 North Shore houses we felt deserved essays in our book. The house displays great artistry, far greater than most North Shore houses inspired by Tudor precedents. Completed in 1927--the last home of its size to be built in Evanston before the 1929 Stock Market Crash--it won a design award granted by the Evanston Art Commission."*

- **Susan Benjamin, Architectural Historian, Benjamin Historic Certifications**

The original planting plan for the site will serve as a tremendous resource for the restoration of the landscape to its Prairie Style glory. Organized in a series of outdoor rooms, the site will reinforce the building programming. An important tool for the restoration of the Jensen plan is a study done by an Illinois Institute of Technology landscape design class under the direction of Barbara Geiger. Other experts who will be consulted as part of the planning process for the landscape restoration include Julia Bachrach and Jens Jensen III. On an ongoing basis, we hope to develop a ELHG volunteer garden group and work with the Evanston Garden Club that currently maintains the adjacent Grosse Pointe Wildflower Trail Garden at Lighthouse Park and the nearby Shakespeare Garden.



## 9.0 Proposed Lease Terms with Rationale

In exchange for Evanston Lakehouse & Gardens' proposed approximate \$5 million investment in the Harley Clarke House and Coach House, we are proposing an initial lease term of forty (40) years, at a monthly lease rate of \$1/month. These terms are based on the large capital investment required to make the building safe, accessible and usable for our desired programming. In a typical lease agreement, the landlord would provide the property in good condition and ready for occupancy or would provide a Tenant Improvement Allowance to make necessary repair and improvements to the property. The forty-year term is comparable to the prior Evanston Art Center lease and the initial lease that the Chicago Botanic Gardens entered into with the Forest Preserve District of Cook County.

A review of office and retail rental rates for properties in Evanston from CoStar shows that typical net effective rental rate in Evanston for properties of 10,000 sq. ft and above is \$18 per square foot per year. Applying this rate to Harley Clarke's 20,650 sq. ft equates to an annual lease of \$371,000 per year. Applying a 7% cap rate (or discount rate) to a 40-year lease payment stream of \$371,000 per year equates to a net present value of approximately \$4.9 million.

In this case, the tenant is being asked to invest in and build out a property that it will not own and provide the majority, if not all, of the funds for improvements and restoration. This large investment is effectively an upfront payment of rent on the property. Even assuming the City stands by its commitment to invest \$250,000 in the building, ELHG's approximate \$5 million investment in the property, when added to the value of services that ELHG board members and volunteers will provide, exceeds the \$4.9 million net present value of a 40-year market lease for the property.

## 10.0 Operations

Evanston Lakehouse & Gardens will feature experiential educational and community programming designed to engage and inspire residents and visitors of every age to connect with the natural environment, historic architecture and each other. Our plan is based on the belief that saving this historic structure will result in more diverse programming, which will engage a more diverse segment of our community and contribute to greater equity and inclusion around access to the lakefront. Further, we believe that sustainability and environmental issues will continue to be a defining issue for the next generations and the building's setting is ideal to create a hub for this activity at the foot of our greatest natural resource – Lake Michigan.

### 10.1 Programming

Programming is at the heart of the Evanston Lakehouse experience. Leveraging the unique setting of the Harley Clarke property and surrounding Jens Jensen gardens, ELHG will host original programs which bring to life the organization's core values: appreciation of the environment, the arts, and the diverse cultural history of Evanston.

Built with its acclaimed Jens Jensen gardens on a bluff significant in Native American and early French explorer history, with commanding views of Lake Michigan, and adjacent to the National Historic Landmark Grosse Point Lighthouse, the Harley Clarke property anchors a breathtaking public historic district, unique anywhere on the Great Lakes. This setting serves as the inspiration for ELHG's programs. The landmarked structures contribute to the fabric of Evanston's lakefront and connect us to our heritage, history, and the environment. ELHG's programs will be centered around the themes of Environmental Education, Outdoor Recreation, Cultural Tourism and Community Events which reflect the site's unique natural and built environment.



### 10.1.1 ANCHOR PROGRAMMING

ELHG will host anchor programs – like an environmental education lab (see Appendix 4 for rendering of environmental education learning lab), LakeDance, permanent art installations, permanent museum exhibits, an after school program, or a preschool - that occupy a portion of space for a significant length of time. Anchor programs will serve as mainstays of the ELHG experience and will provide a foundation through which the organization's core values are expressed. Anchor programs will also help shape the physical features of the interior and exterior spaces.

### 10.1.2 FLEXIBLE PROGRAMMING

In addition to anchor programs, ELHG will feature flexible programs which may occur once or for only a few hours, days, or weeks at a time. These programs - like rotating art exhibits, a solar eclipse viewing, environmental events, a yoga studio, holiday themed events, or a summer camp – will not occupy space permanently but will allow ELHG to respond nimbly to the community's needs, environmental events and seasonal opportunities.

*"A permanent environmental education classroom on the Evanston lakefront at Harley Clarke would provide a perfect opportunity for LakeDance to expand their programming for Evanston and North Shore schools, and could put Evanston on the map as a Great Lakes Destination City, tying in well with Evanston's Sustainability branding."*

- **Alliance for the Great Lakes**

### 10.1.3 ENVIRONMENTAL EDUCATION - LEARNING ABOUT THE ENVIRONMENT

The house, surrounding grounds, and adjacent public beach and lighthouse will provide a living learning laboratory and an engaging backdrop for experiential education related to the environment (especially the Great Lakes), history and architecture. The community at public forums and in surveys has expressed strong support for such a theme at this unique location. ELHG will emphasize hands-on, experiential education opportunities that are not available in the classroom setting. We already have partners interested in working with us to deliver environmental education for toddlers through university level students. These programs and partners are summarized below.

### Lakedance

LakeDance is an experiential Great Lakes study program that facilitates school-based ecology units and out-of-school performance workshops. Bringing together students, teachers, environmental leaders and artists, LakeDance aims to create a locally relevant immersive experience in art and science. LakeDance currently provides the Pipes and Precipitation program to all 3rd and 6th graders in District 65, which teaches kids about water resources, drinking water and stormwater. The program currently includes tours of the City of Evanston Water Treatment plant and a visit to Lighthouse beach.

### Lakeshore Sustainability Education Program

ELHG is a member of the Lakeshore Sustainability Education Partnership (LSEP), which also includes the Northwestern Center for Water Research, Northwestern Office of STEM Partnerships, Northwestern ETHS Partnership Office, Northwestern Science in Society, LakeDance, District 65, District 202, Alliance for the Great Lakes, City of Evanston Water Treatment Plant, and Youth and Opportunity United (Y.O.U). LSEP links schools,

community organizations, and scientific organizations to foster scientific thinking, develop connections with nature, and inform sustainable living in Great

*"We think they have a great plan. We appreciate that they have been thoughtful about both community needs and the great location. So many of our students do not go to the lake, their parents just don't have time or lack awareness about all the assets we have on our coast. We know if this building was welcoming to them, it would increase their sense of connection to Evanston in general and the nature of Lake Michigan specifically."*

**- D65 3rd Grade Teachers**

Lakes communities through experiential learning centered on the Lake Michigan shore. LSEP creates learning opportunities for students of all ages, with a focus on programs that provide unique experiences centered around the lakefront and living learning laboratories. LSEP is working to develop an environmental education curriculum that is aligned with the new [Next Generation Science Standards](#) that are currently being adopted by District 65. While LSEP's interests are broader than, and independent from, the restoration of the

Harley Clarke House, it is recognized that a restored Harley Clarke House would provide a unique home for many of the programs that LSEP envisions.

Further, an experiential education center at the Harley Clarke House can help Evanston schools implement the Next Generation Science Standards (NGSS) adopted by the Illinois State Board of Education on February 19, 2014 that went into effect beginning with the 2016-17 School Year. The NGSS emphasize the scientific process and doing real world, hands-on experimentation, which Evanston Lakehouse would facilitate. ELHG will provide real world learning that bridges the classroom and community through science education in an authentic setting.

### Children's Nature Program

A children's nature program uses the natural world to support dual goals that address both child development and conservation values. These include the development of the world of the child (in all domains – cognitive, physical, social, emotional, aesthetic) and the development of an ecological identity or environmental ethic.

The site of the Harley Clarke House offers a unique access to the Lake Michigan Shoreline, and its beach and dunes, for Evanston families. Its location, close to downtown Evanston, allows easy and convenient access to the natural world for area children. The special blend of beach, dunes, wooded parkland, formal gardens, wild areas, and playground offers countless opportunities for young children to explore, investigate, and experience. It is the perfect campus for a nature program where children can explore and learn about the world around them.

*"Implementation of ELHG's plans to preserve and restore the Harley Clarke property will provide an excellent resource for outdoor recreation and environmental education for Evanston and North Shore residents and visitors. Restoration of the surrounding historic Jens Jensen landscape is equally significant, and will contribute to public awareness of the importance of native plants and a native prairie setting. Uniquely situated on the lakefront, restoration of both the mansion and its surrounding landscape will provide an avenue to connect people to Lake Michigan and local open space."*

- **Gerald Adelman, President,  
Openlands**

#### 10.1.4 OUTDOOR RECREATION - EXPERIENCING THE ENVIRONMENT

LumenKids is a registered 501(c)(3) in the State of Illinois whose mission is to empower and educate youth experientially through adventure, community leadership, and conscious living. Project-based learning enables LumenKids to develop leadership and self-confidence, and to enable youngsters to thrive in a peer community. Through mentorship, adventure learning, sustainability practices, and restorative justice, LumenKids participants create self-directed pathways to conscious decision-making for their future. Key programs currently include Peace Within YOUth, a yoga and



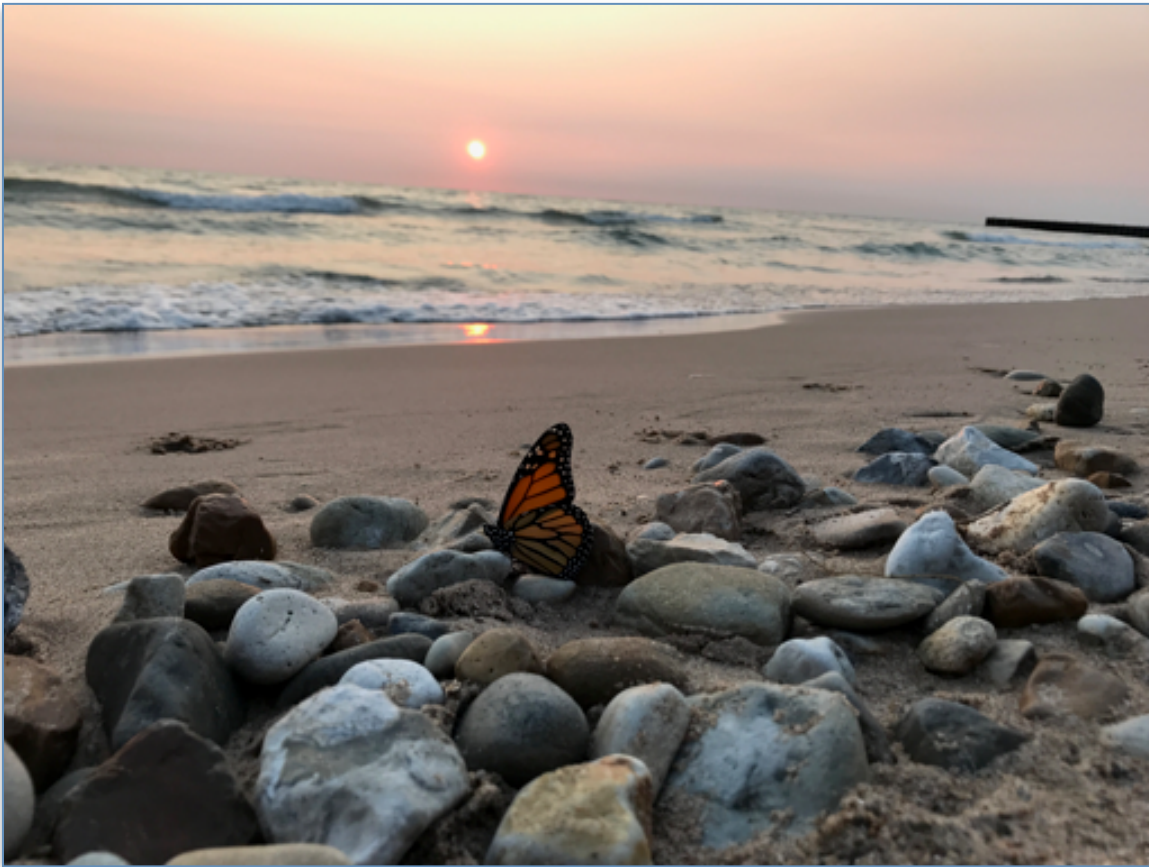
meditation-based peace building program, and Project Find Yourself, a personal and leadership development curriculum with an internship component and Peacemaker certification upon completion. LumenKids currently operates in Evanston and the Chicagoland area.

The historic Jens Jensen gardens can serve as a series of outdoor classrooms to study biology, ecology and landscape design. This culturally significant space also provides the unique opportunity for students to gain exposure to landscape architecture as a viable professional opportunity, where science and art are the basis for designing space in a way that results in positive social, environmental and aesthetic outcomes, similar to Jens' own mission. Evanston Lakehouse envisions coordinating with the City of Evanston Parks and Recreation department and Evanston Ecology Center to provide space for their existing programs, particularly summer camps, at a restored Harley Clarke House. For example, we know that Ecology Camp is oversubscribed and over flows the current Ecology Center. ELHG would love to provide additional space for the City to increase its Ecology Camp offerings on the lakefront.



### 10.1.5 CULTURAL TOURISM - LEARNING ABOUT ARCHITECTURE, LANDSCAPE DESIGN, AND HISTORY

Each year, millions of visitors come to Oak Park to learn about the work of Frank Lloyd Wright, but few people realize that Evanston was the home of a man who also dramatically changed the course of American architecture: Daniel Hudson Burnham. Burnham built some of the first skyscrapers in the world, led the largest architecture firm in the country, and became a pioneer urban planner and passionate park advocate whose work in Chicago, Washington, D.C., San Francisco and elsewhere continues to influence the development of cities around the world. In Evanston, where he moved in 1886,



Burnham designed over twenty buildings, including the First Presbyterian Church, the Chiaravalle School, and an unrealized Master Plan for the campus of Northwestern University.

### Daniel Burnham Study Center

We are exploring the creation of the Daniel Burnham Study Center at the Harley Clarke House where students of all ages can learn about Burnham's ideas that integrate architecture, landscape design and engineering. We have been working with Judith McBrien – former President of Landmarks Illinois – on this concept. The Burnham Study Center is an opportunity to explore and broaden the educational outreach for Evanston Lakehouse. It would sponsor innovative, STEAM programming that explores how architecture, landscaping and engineering shape our communities:

- Offer 3-D computer and architecture “Maker” modeling classes
- Develop a Daniel Burnham “Buildings in Evanston” interactive map and App
- Create courses about city planning, architecture, parks and landscapes
- Explore the work of Burnham in Evanston and how it reveals Evanston's history
- Host a film series about architecture and the environment
- Initiate architecture and landscape architecture demonstration projects
- Train students and others as Evanston architecture/cultural docents

A Daniel Burnham Study Center at the Harley Clarke House would serve as a destination to increase cultural tourism in Evanston. It would provide opportunities for partnerships with Northwestern University and other institutions to expanded education offerings related to art, architecture and design. Finally, it would foster pride and encourage civic engagement among Evanstonians.

### Jens Jensen and Landscape Architect Exhibit

Likewise, and of equal historic and cultural significance, creating a space to celebrate and study the life of renowned landscape architect Jens Jensen is a natural fit for Evanston Lakehouse. Partnership opportunities are plentiful and educational offerings and outcomes would be similar to those of the Burnham Study Center above, but would focus on the work of Jens Jensen.

Jensen and his protégé, Alfred Caldwell, were as significant to the natural world at the time as Frank Lloyd Wright and Daniel Burnham were to the architectural world, as pioneers of the natural landscape architecture movement. As General Superintendent and Chief Landscape Architect for the entire Chicago park system, Jensen not only helped to develop the Chicago Park District, but was also instrumental in preserving the Indiana

Dunes and precious Chicago Lakefront Parks. His private work for residents like Evanston resident Harley Clarke and Henry Ford are culturally and historically significant.

The grounds and gardens not only feature many of Jensen's signature elements of landscape design, including a Council Ring and Grotto, but also celebrate Jensen's ideal in concert with ELHG's goals and objectives: to make nature and the lakefront accessible to everyone with continued public use.

Creating a small, permanent exhibit like the "Jens Jensen Living Laboratory" exhibit currently on display at Humboldt Park in Chicago through January of 2018, would be an excellent place to start and we are working with the local Jensen scholar, Julia Bachrach, who curated the exhibit to explore those possibilities.

#### 10.1.6 COMMUNITY GATHERINGS/EVENTS - EXPERIENCING ARCHITECTURE AND HISTORY

ELHG will provide space for community gatherings (see Appendix 4 for rendering of restored conservatory) and a limited number of event rentals in a way that is consistent with the organization's mission and core values. ELHG will host neighborhood meetings, non-profit fundraisers, non-profit conferences, anniversary or milestone celebrations, weddings, corporate retreats, and other similar events. This will both provide financial sustainability and also provide groups and individuals with an opportunity to experience the landmark building and gardens.

All events will be consistent with the uses outlined in the 2008 Lakefront Master Plan. Events will be low-impact and considerate of the neighboring residential community. To ensure

*"CSNA has followed with keen interest the ideas of the Evanston Lakehouse and Gardens (ELHG) non-profit that is seeking to restore the Harley Clarke House and transform it into a multi-use community space. The ELHG proposal has respected the preferences and uses urged by CSNA, and is compatible with those. We believe that ELHG's vision for the property, once realized, would enjoy wide support from the community, and create an attractive community amenity that would augment Evanston's image and bottom line, consistent with our ideals. In fact, the ELHG proposal is the only such proposal now on the table that would do so."*

- **Central Street Neighbors Association**

equitable access, ELHG will explore discounted rentals for non-profits, local community groups and needs-based discounts for individuals.

ELHG is committed to programming that is accessible to people of all ages, all abilities, all races, and all socioeconomic statuses regardless of citizenship. ELHG will ensure that its programs positively contribute to that vision. ELHG's leadership understands that envisioning and executing its programming in a fair and equitable manner that considers critical issues of opportunity and bias requires concerted and purposeful action. ELHG is committed to that action to guarantee delivery of its programs in an equitable way. In addition, ELHG will ensure that both fledging organizations and long-time Evanston

institutions have access to use of the space in a way that promotes these values.



In collaboration with community partners, ELHG will serve as a backdrop for environmental education, community events, and cultural programming. We seek to partner with the community to supplement and enhance the City's existing programs.

The size and configuration of the property's physical space, both indoors and outdoors, encourages a variety of diverse uses. On Sunday, ELHG may be a museum on historic preservation. On Monday, it may be a living learning laboratory for a summer camp. On Tuesday, a lab for water quality testing and education. On Wednesday, the setting of an environmental education conference. On Thursday, the launching pad for a Great Lakes kayak tour. On Friday, a pop-up farm-to-table event featuring vegetables grown on the property. And on Saturday, the space for a fundraiser to support Evanston schools. Some days, it may be all of those things as the space adapts to the changing seasons and the community's evolving needs, while still respecting and encouraging minimal impact to ELHG neighbors.

## 10.2 Revenue

ELHG has developed our plan under the assumption that the enterprise must be financially self-sustaining. The business plan contemplates compatible uses consistent with the 2008 Lakefront Master Plan to generate sufficient revenue to fund a professional staff and building maintenance so that ELHG can fulfill its mission of education, historic preservation and outdoor recreation. Revenue for sustainable operations of the property will come from the following sources (see Appendix 3):

1. **Program Fees:** When school groups visit the Evanston Lakehouse education center, there will be a small fee per individual. We are targeting an initial fee of \$2 per person. This compares favorably with other experiential education facilities in the area. For example, at The Grove in Glenview, the average fee is \$6.25 per person and brings in \$120,000 per year. We do not factor in revenue from other potential users such as expanded City of Evanston Camps, cooking classes, and programs for seniors, which represent additional program revenue opportunities.
2. **Grants and Donations:** Because the property has broad potential use, the possibility for grant funding also is wide-ranging, from historic preservation, to architecture, botanic and garden interest, lakefront and water conservation, education and more. ELHG will pursue federal, state and local grants to support the programs and the historic preservation of the building and Jens Jensen gardens. Further, we will develop a 'Lakehouse Stewards' program for annual

*"If ELHG were to move forward with a restoration of Harley Clarke, Heritage Brands would be very interested to collaborate with them and the City to open a new location at the site. Typically, our locations employ 7-10 people as baristas, managers and bike mechanics and we would be happy to bring these jobs to Evanston. Also, I serve on the board of West Town Bikes, which teaches low income kids to be bike mechanics, building their confidence and giving them practical life skills that make the employable. I believe an Evanston location would offer a great opportunity to replicate this program. We would love to bring our fast growing business to Evanston, and I am very enthusiastic about the vision and solution put forward by ELHG for the Harley Clarke site."*

- **Mike Salvatore, Owner,  
Heritage Bicycles and General  
Store**

donations similar to many nonprofit membership programs. Finally, we will work to have a planned giving program for larger philanthropic gifts. Current estimate of philanthropic revenue is approximately \$150,000 per year.

3. **Event and Meeting Rentals:** ELHG will rent the house for appropriate events. Other comparable venues in the area (Woman's Club of Evanston, The Grove) are currently turning people away because they are fully booked. The NorthShore Convention and Visitors Bureau has said that there are limited venues of this sort and therefore demand is high. The Redfield Estate facility at the Grove is booked two years in advance. With its lakefront location, architectural details and rich natural history, ELHG would offer a unique and premium event space on the North Shore. Events would generate business for local caterers, hotels and bus/shuttle companies, which would create jobs and generate tax revenue for the City of Evanston. We would work to limit rental availability to times that would not interfere with other current use of Lighthouse Beach.
  
4. **Café Rental:** ELHG will rent space to a light fare café (see Appendix 4 for conceptual café design). In year one, the projected rental rate is \$5,000 per month, increasing to \$8,000 per month in year five. ELHG's Board of Directors has interviewed several café operators – both in Evanston and Chicago – who have confirmed that the site is viable and attractive and that they would be interested in opening a new location. The café would not only support ELHG's operations, it would also create jobs, generate tax revenue for the City of Evanston, and increase the attractiveness of Evanston as a destination or stop for travelers.

### 10.3 Expenses

Projected operating expenses reflect the costs of a full-time staff to run ELHG and deliver educational programs and maintain the building and grounds. Expenses for building maintenance, grounds maintenance, utilities, insurance, bookkeeping, fundraising and marketing are included in our projections (Figure 4). Projections are based on comparable public and nonprofit historic buildings for which data was available, including The Grove, The Woman's Club of Evanston, Highfield Hall in Falmouth, Massachusetts, and The Evanston Art Center (prior to relocation).

## 10.4 Staffing Model

ELHG will have a full-time professional staff to ensure proper stewardship of the facilities, further educational and cultural programming goals and conduct nonprofit management and fundraising. When ready to commence operations, ELHG will hire four full-time staff members:

- Executive Director - Provides overall nonprofit management, with responsibility for developing partnerships and programming, supporting the ELHG Board of Directors and cultivating donors.
- Education Director - Coordinates educational programs and works with the members of the Lakeshore Sustainability Education Partnership, Evanston schools, and North Shore and Chicago area schools.
- Events Coordinator – Coordinates and books events and ensures that events are respectful of the neighborhood and the mission of ELHG.
- Facilities Manager - Maintains the building, gardens and facilities for delivery of programming.

## 10.5 Parking

ELHG recognizes that parking is limited at the Harley Clarke House and Lighthouse Landing, particularly in the warm weather months from May to September. It should be noted that, in its heyday as a private residence, the estate was nonetheless host to very large private parties, and in more recent years it has been used as a venue by groups ranging from the Chamber of Commerce to craft shows. We have developed several strategies to address this issue:

- **Shuttle Service:** School groups coming to the property for educational programming will take buses to the property and will not require parking. All large event rentals at the house will be required to use a shuttle service to transport guests from hotels or off-site parking locations to the Harley Clarke House. Several shuttle operators serve the Evanston area including Windy City Limousine and Ideal Charter. Both firms currently provide shuttle services in Evanston, for example, Ideal Charter provides shuttles to the Levy Center and the Evanston Community

Foundation for their tours of Evanston and Windy City Limousine provides services to Northwestern University's Athletics program and several Evanston hotels. Rates for shuttles are approximately \$459 for 5 hours of service or \$619 for 7 hours of service.



- **Off-site Parking:** There are two primary off-site parking options for the Harley Clarke House for group events on evenings and weekends. Northwestern parking lots and garages are free after 4pm during the week and all day on weekends. This includes the Reservoir Lot and the North Campus Parking Garage, which are a short 8-minute walk from the Harley Clarke House. In addition, the Orrington School blacktop is used for parking for various school events and Northwestern Football games. ELHG has had initial discussions with the Orrington administration and they would be supportive of parking on the blacktop in the evenings when school and day camps are over. Parking proceeds would benefit the Orrington PTA. We would need to obtain a permit from District 65 to formalize this arrangement. It is a short 3-minute walk from Orrington to the Harley Clarke House. Either of these options could also be used in conjunction with a Shuttle Service.
- **Public Transportation:** Public transportation options are available for the Harley Clarke House. The 201 CTA bus has a designated stop at Central and Orrington one block west of the Harley Clarke house, and the bus will stop at all corners in Evanston upon request (i.e., at the corner of Central St and Sheridan at Harley Clarke). The Purple Line Central Street stop is 4 blocks west of the Harley Clarke House.
- **Bikes:** A new, protected bike lane being constructed on Sheridan Road connects the Harley Clarke House to downtown Evanston. There is a great opportunity for a new Divvy station at Lighthouse Beach that would provide easy connections to downtown Evanston, the Central Street Purple Line and the Central Street Metra Station. Encouraging and facilitating biking to the Harley Clarke House and



Lighthouse beach, especially in the warm summer months of peak congestion, is in line with the City's sustainability goals and aspirations to be the "Most Livable City".

- **Cold Weather Months:** From October to April, congestion is much less at Lighthouse Landing and there are generally dozens of parking spaces available, particularly in the evenings.



## 11.0 Governance

Evanston Lakehouse & Gardens is governed by a thirteen-person Board of Directors (Appendix 1). We will continue to grow our board to include additional experts in our areas of operation. We suggest ELHG should join the Lighthouse Landing Complex Committee as a key stakeholder and to ensure alignment with the community and coordination with other users of Lighthouse Landing Park. We also recognize that over the long term, the community's needs may change, and ELHG may need to adapt to meet new circumstances. The Board of Directors is responsible for helping with these strategic decisions.



## 12.0 Successful Case Studies

There are many examples of successful precedents for the ELHG business model regionally and across the country, which have informed this strategic plan. Following is a summary of some successfully restored community mansions.

### BERGER MANSION, CHICAGO, IL

The [Berger Mansion](#) is part of the Chicago Park District. The property includes two of the few remaining Sheridan Road mansions built in the early 1900s. In 1988, the Park District rehabilitated the homes, which are now used as a recreational building and a cultural center. The park includes a historic landmark coach house that for the past 9 years has hosted the [Waterfront Café](#), which has become a popular destination and raised the profile of the park overall. Berger offers a variety of cultural programs such as jewelry making, acting, guitar, tap, modern, flamenco, senior line dance and much more. It also offers many activities, including senior aerobics, computer programming, and writing classes; and theater and music programs for children and adults.

### CHENEY MANSION, OAK PARK, IL

The [Cheney Mansion](#) in Oak Park was designed in 1913 by Charles E. White, Jr., a student of Frank Lloyd Wright. The 10,000 square foot mansion has several reception rooms and 2.5 acres of landscaped grounds. The property is currently managed by The Park District of Oak Park. The grounds are open to the public and the mansion is available for self-guided tours, unless there is a private event. The mansion has become a premier event destination in Oak Park for fundraisers, community events and weddings. Since hiring a full-time professional director, the Cheney Mansion has had an operating surplus based on the strong demand for event space.

### THE GROVE, GLENVIEW, IL

[The Grove](#) in Glenview is 143 acres of ecologically diverse prairie grove land preserved and maintained by the Glenview Park District. The property was saved from development by sustained community effort to preserve the land for public use.

The Grove was the home of Dr. John Kennicott whose son, Robert Kennicott, is known for his plant and animal specimen collections at the Smithsonian Institution in



Washington, D.C., for founding the Chicago Academy of Sciences, and for the exploration of Russian America that led to the purchase of Alaska. The Grove was designated a National Historic Landmark by the U.S. Department of the Interior in 1976. It is on the National Registry of Historic Places. The Grove partners with the U.S. Fish and Wildlife Service and Chicago Wilderness on habitat preservation and educational programming.

Visitors can learn about native plants, animals and the environment at the Interpretive Center, connect with nature and history through workshops and hands-on programs, and walk the winding nature trails.

The Grove includes the [Redfield Estate](#), built in 1929. It faces a wide, grassy clearing where weddings and receptions take place year-round and deer gather at twilight. A large main room provides a gracious setting for parties and reunions. The wooded environment surrounding Redfield Estate includes two gazebos, a reflecting pool, and tranquil gardens that are ideal for special events.

#### DOLE MANSION AT LAKESIDE ARTS PARK, CRYSTAL LAKE, IL

In 2002, the Lakeside Legacy Foundation raised \$1 million in 42 days to purchase the [Dole Mansion](#) and surrounding property and save it for the community. The building reopened on July 4, 2005, owned and operated by the non-profit Lakeside Legacy Foundation, which has a purpose of preservation, protection, and enhancement of the property. Reawakening took over two years, and several hundred thousand dollars in donations to complete. Now the building hosts festivals, seasonal events, art galleries, cooking classes, performances and meetings. The building is available for rental for special events as well. The Dole Mansion and Lakeside Arts Park represents a very similar case for potential and possibility, with an enormously successful public grassroots effort to not only preserve a culturally and historically significant building, but to turn it into a true economic and educational asset for the community and the town of Crystal Lake.

#### HIGHFIELD HALL AND GARDENS, FALMOUTH, MA

[Highfield Hall and Gardens](#) is a restored 1878 estate that now serves as a vibrant center of cultural and community life on Cape Cod. In 1994 a group of citizens formed the Highfield Hall and Gardens nonprofit to rescue the building from demolition after several decades of neglect. They secured a lease from the Town of Falmouth for \$1 per year with Highfield Hall responsible for all repairs and maintenance of the building. They ultimately raised \$8.5 million to restore the building and fund an endowment for their organization. They now successfully operate the mansion as a community and cultural center with a variety of events and exhibits that make the organization financially self-sufficient. In addition, they continue to have a development program to raise private donations to supplement revenue from events and programming. Today Highfield Hall has over \$8 million in assets, of which over \$2 million is in cash and investments, which serve as an endowment. Highfield Hall represents a very similar case for potential and possibility, with an enormously successful public grassroots effort to not only preserve a culturally and historically significant building, but to turn it into a true economic and educational asset for the community and the town of Falmouth. Eager to see ELHG succeed, members of the Highfield Hall staff have made themselves available to us for future guidance as well. We encourage you to visit their website and explore the possibilities for ELHG as it closely parallels Highfield Hall.

## **13.0 List of Appendices**

1. ELHG Board of Directors Qualifications
2. Letters of Support
3. Financial Reports and Budgets
4. Conceptual Renderings
5. RFP for Architectural Design Services
6. Evanston Lakehouse & Gardens Brochure
7. Disclosure of Ownership Interest Statement Form
8. Statement re: Conflicts of Interest
9. Acknowledgement of Understanding Form
10. Anti-Collusion Affidavit and Proposers Certification
11. Additional Information Sheet

*"While not everyone is able to have their own house on the lake, in Evanston we are fortunate enough to have a Lakehouse that belongs to all of us. Let's keep it that way."*

- **Tom Hodgman**

President, Evanston Lakehouse & Gardens

- END -

# **Appendix 1**

## ELHG Board of Directors Qualifications

For a list of Board members,  
please visit [evanstonlakehouse.org/crew](http://evanstonlakehouse.org/crew)

For additional information, please email  
Alex Block at [alexblock847@icloud.com](mailto:alexblock847@icloud.com).



**Appendix 2**  
Letters of Support

## A CHERISHED EVANSTON UNION

We delight in living across the street from Evanston's historic lighthouse. Nestled closely to the Harley Clarke property on the shore of Lake Michigan, the two structures are enjoying their annual rite of spring; offering a breathtaking public sanctuary-much like a "Secret Garden". Evanstonians have enjoyed retreating to this public waterfront compound for many decades.

We are at that season when this place of wonder comes alive, a natural habitat for birds, wildflowers planted generations ago, and Jens Jensen's great lawn continue to captivate Evanstonians of all ages. Historic house, gardens, and Great Lake are exquisitely woven into the fabric of Evanston, offering a place for whimsy, meditation, contemplation. It is a *peaceful* place in our increasingly urban community. An accessible retreat, Harley Clarke and gardens is a unique and irreplaceable public inheritance, rare in any city. This is, in fact, a cause for alarm for urban experts.

Summer finds our neighborhood filled with the gleeful voices of young day-campers. They will spend their vacation romping around the lawns, gardens, beach, and in the shadows of an historic structure that can stimulate their imaginations, their love of play, and their connection to community. Basketball, baseball, and hockey will find more practical venues, but this historic, endangered site nourishes our youngsters' souls.

We delight in living across the street from Evanston's historic lighthouse and its "mate", the Harley Clarke. We delight in the year-long, continuous activities, laughter, and fun in our neighborhood. So many find so much joy exploring this treasure! We urge the Evanston the citizens of Evanston, the Evanston City Council, and the Mayor of Evanston to celebrate and support this "marriage". Please do not make our cherished lighthouse a widow. Our enlightened City of Evanston would be greatly diminished by Harley Clarke's death.

Susan and Lawrence Aaron  
2520 Sheridan Road  
Evanston, IL 60201  
312=543-6526

March 28, 2016

Mayor Elizabeth Tisdahl  
Evanston City Council  
2100 Ridge Avenue  
Evanston, IL 60201

Madame Mayor and City Council:

I am the Education Manager at the Alliance for the Great Lakes, the oldest Great Lakes organization that is 100% devoted to protecting and restoring the world's largest surface freshwater resource. We have been active in the Evanston community for many years and recently collaborated with LakeDance and Evanston/Skokie CC School District 65 for "Pipes and Precipitation II: Establishing a Place Based Water Unit in District 65's 3rd and 6th Grades". This project has been a great success and has provided important environmental science experiential learning and connected children who would not normally have exposure to the Great Lakes to the beach.

We recently met with Clare Tallon Ruen the Director and Founder of Lake Dance and reviewed the Evanston Lakehouse and Gardens' (ELHG) plan to restore and revitalize the Harley Clarke Mansion. We believe that a restored mansion with an environmental core theme would be an excellent resource for both students and adults, providing a gateway for people to connect with Lake Michigan and the local environment.

The Alliance for the Great Lakes has extensive experience in the field of formal and nonformal education leading to environmental stewardship. There are over 2,750 copies of *Great Lakes in My World*, in use in all eight Great Lakes states, reaching some 60,000 K-12 students each year. Praise for this curriculum is high by teacher participants who use the *Great Lakes in My World* curriculum to improve their students' science skills and enhance their own instructional practices. The "Pipes and Precipitation" program in Evanston has only scratched the surface of this curriculum. A permanent environmental education classroom on the Evanston lakefront at Harley Clarke would provide a perfect opportunity for LakeDance to expand their programming for Evanston and North Shore schools, and could put Evanston on the map as a Great Lakes Destination City, tying in well with Evanston's Sustainability branding.

As a partner in "Pipes and Precipitation", the Alliance for the Great Lakes provides teacher professional development and evaluation resources to Lake Dance and District 65. We would be very interested in supporting expanded offerings at a restored Harley Clarke. We cannot emphasize enough the importance of connecting people to the Great Lakes and providing a space and curricular resources to make these experiences successful. We are lucky to live at the doorstep of the world's largest freshwater body, and we should do everything we can to teach our young people and citizens about this resource to ensure we are good stewards into the future.

We strongly encourage you to work with the Evanston Lakehouse and Gardens on the restoration of Harley Clarke. If you have any questions please feel free to contact me at 312-445-9726 or [klarson@greatlakes.org](mailto:klarson@greatlakes.org).

Sincerely,  
Katie Larson   
Education Manager



ananda within yoga

Madame Mayor and City Council:

My name is Cassie Rodgers and I am the owner of Ananda Within Yoga and Co-founder of Amala School of Prenatal Yoga, an Evanston based startup business that makes yoga accessible to women in their childbearing years by creating confident, sensitive teachers and empowering educational programs. In addition, I work as a yoga instructor at several Evanston area yoga studios. One of the group classes that I teach meets at Lighthouse Beach in the summer months when the weather is nice for outdoor yoga classes. I also live in the 7th Ward across the street from Orrington School, am active in the PTA and at Unity Preschool and am the mother of two young children who use the Lighthouse park and beach areas often.

I recently met with Tom Hodgman and learned more about the Evanston Lakehouse and Gardens (ELHG) non-profit that is seeking to restore the Harley Clarke Mansion and transform it into a multi-use community space. I know the building and grounds well, from living in the neighborhood, teaching yoga there and frequenting the beach and park with my two young children. I was impressed with ELHG's plan and the thoughtful approach they have taken to balancing a variety of community needs and desires. Further, from a business perspective, I believe that a restored mansion would provide an excellent space to expand yoga offerings in a unique setting. The beach classes that I teach are student favorites, largely due to the view of the lake and peaceful setting. A restored house with flexible-use space inside could allow year-round yoga classes looking out onto the park and lake. This would be unique among area yoga studios, and I believe my clients would be very interested in expanded offerings at Harley Clarke. I would love the opportunity to collaborate with ELHG to expand my local business and increase our reach to empower women and build community. I also understand that ELHG's plans include a cafe. I think this would be an amenity that my clients would use after classes and it would also be a boon for the neighborhood in general.

I strongly encourage you to collaborate with ELHG to move towards this positive, community oriented solution for the building. I look forward to a robust Harley Clarke in the future for my business, for my neighborhood and for our City.

Should you wish to discuss further, please contact me at your convenience.

Sincerely,

Cassie Rodgers

A handwritten signature in black ink, appearing to read 'Cassie Rodgers', written in a cursive style.

Julia Bachrach  
6337 N. Hermitage Ave.  
Chicago, IL. 60660

April 25, 2017

Evanston City Council  
2100 Ridge Ave.  
Evanston, IL. 60201

Dear Evanston City Council and Members of the Greater Evanston Community:

My name is Julia Bachrach, and I am the author of *The City in a Garden: A History of Chicago's Parks*, as well as several other volumes focusing on Jens Jensen's contributions to America. I am proud to say that I grew up in Evanston and graduated from ETHS. I served as the Chicago Park District's historian for more than two decades and am now a historic preservation consultant.

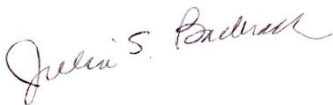
I am writing today to voice my strong support for the preservation and redevelopment of the Harley Clarke Mansion and surrounding Jens Jensen Landscape.

As an authority on America's historic landscapes, I am convinced that the Harley Clarke property is among the small and diminishing collection of the nation's most important sites. Both the building and the Jensen landscape represent significant themes in Evanston history. As you know, many of the great estates on Evanston's lakefront have disappeared. This property, one of the few remaining lakefront mansions with a Jensen-designed landscape, has been a beloved landmark and sanctuary for the Evanston community for year. The artistry and high quality of these properties could never be replicated, and it would be a tragedy if it were lost.

During my tenure at the Chicago Park District, I participated in revitalizing dozens of historic properties that are now used for diverse community programs and activities. These properties are well used by the public and also generate revenue for the district. Examples include Café Brauer in Lincoln Park, Promontory Point in Burnham Park, South Shore Cultural Center, Columbus Park Refectory, and Washington Park Refectory.

I hope you see the long-term benefits of saving the Harley Clarke Mansion and its landscape for future generations.

Thank you,

A handwritten signature in cursive script that reads "Julia S. Bachrach".

Julia Bachrach



**BENJAMIN**  
HISTORIC CERTIFICATIONS

Benjamin Historic Certifications, LLC  
711 Marion Avenue  
Highland Park, IL 60035  
847-432-1865  
847-432-1829 fax  
[www.benjaminhistoric.com](http://www.benjaminhistoric.com)

Mayor Elizabeth Tisdahl and members of the Evanston City Council  
2100 Ridge Avenue  
Evanston, Illinois 60201

Madame Mayor and City Council,

I am writing to endorse preserving the Harley Lyman Clarke House and its surrounding Jens Jensen landscape for the citizens of Evanston and the North Shore. It is sited in a prominent location on the Chicago area's premier pleasure drive and deserves repurposing for all to experience.

Several years ago I had the pleasure of co-authoring, with architect Stuart Cohen, *North Shore Chicago: Houses of the Lakefront Suburbs, 1871-1941*. With an enormous selection of houses to choose from we selected the Harley Lyman Clarke House to write about--one of only 42 North Shore houses we felt deserved essays in our book.

The Clarke House is particularly noteworthy because of its architectural significance. Modeled after a 16th Century English Tudor country house, it is elegantly designed, built in a style that had particular relevance for families wishing to express an association with our country's British heritage. Clarke was president of the Utilities Power and Light Corporation and commissioned a house from architect Richard Powers commensurate with his professional success. It has a Cotswold look, with random-coursed stone masonry walls enriched with carved limestone and red sandstone trim and a red Ludovici tile roof. The house displays great artistry, far greater than most North Shore houses inspired by Tudor precedents. Completed in 1927--the last home of its size to be built in Evanston before the 1929 Stock Market Crash--it won a design award granted by the Evanston Art Commission.

Equally significant is the Jens Jensen-designed landscaped grounds. It is important that Clarke selected Jensen, arguably second only to Frederick Law Olmsted in the history of American landscape architecture. Inspired by Chicago's native prairie setting and utilizing native plant material, Jensen was the creator of the Prairie Style of landscape design, comparable in stature to Frank Lloyd Wright's Prairie School of architecture.

I urge that this great work of architecture and its landscape be preserve and rehabilitated. It is a special place that deserves continued use because of its beauty and significance.

Sincerely,

Susan S. Benjamin, architectural historian

June 3, 2016



# Central Street Neighbors Association

April 18, 2016

Mayor Elizabeth Tisdahl  
Evanston City Council  
2100 Ridge Avenue  
Evanston, IL 60201

*President*

John Walsh

*Vice President*

Jeff Smith

*Secretary*

Debbie Weixl

*Treasurer*

Mark Sloane

*Board Members*

Carl Bova

Connie Heneghan

Joe Hill

Jim Hughes

Megan Lutz

Lee Rogulich

Mary Lou Smith

David Staub

Madame Mayor and City Council:

In July, 2013, the Central Street Neighbors Association adopted a position supporting public use, ownership and conservation of the park, beach and Harley Clarke House at Lighthouse Beach. In April, 2015, we reaffirmed and amplified our position that the parkland, beachfront, gardens, and mansion should “remain in the public domain in perpetuity to provide for recreational, cultural, historic, artistic, educational, and similar public-oriented, public-spirited uses that provide services and directly benefit the community as a whole and that will serve generations to come.” We also stated our preference for a use that would preserve and rehabilitate the mansion and its historic features, “uses that would attract visitors to Evanston and/or that would contribute to public awareness and understanding of the community and/or its ecology and history including, but not limited to, Lake Michigan,” and we urged “a use that maintains and enhances public space within the mansion for public meetings, events, lectures, classes, and/or artistic or cultural activities, at free or nominal cost.” We urged the City to explore partnership with, e.g., a non-profit organization with a mission consistent with the above.

CSNA has followed with keen interest the ideas of the Evanston Lakehouse and Gardens (ELHG) non-profit that is seeking to restore the Harley Clarke House and transform it into a multi-use community space. The ELHG proposal has respected the preferences and uses urged by CSNA, and is compatible with those. We believe that ELHG's vision for the property, once realized, would enjoy wide support from the community, and create an attractive community amenity that would augment Evanston's image and bottom line, consistent with our ideals. In fact, the ELHG proposal is the only such proposal now on the table that would do so.

The recent listing of the Harley Clarke property by Landmarks Illinois as an endangered historic property underscores that the passage of time coupled by City inaction is not in the public interest. The ELHG proposal makes fiscal sense for the City at a time of financial challenge and State uncertainty, and deserves a try. We encourage the City to make a decision to partner with ELHG and assist the group to assist our community.

Very truly yours,

John Walsh  
President

Greetings Mayor Tisdahl and City Council.

We are third grade teachers in District 65. We participate in the Pipes and Precipitation water program led by Clare Tallon Ruen from LakeDance, that brings our students to the Water Treatment Plant and Lighthouse Beach Dunes. It's a field trip we look forward to every year. It is engaging and informative and students clearly connect with the nature at the Dunes.

Clare shared the vision of the Evanston Lakehouse and Gardens(ELHG) with us. ELHG is a non-profit that is seeking to restore the Harley Clarke Mansion and transform it into a multi-use community space. We think they have a great plan. We appreciate that they have been thoughtful about both community needs and the great location. So many of our students do not go to the lake, their parents just don't have time or lack awareness about all the assets we have on our coast. We know if this building was welcoming to them, it would increase their sense of connection to Evanston in general and the nature of Lake Michigan in specific.

We would be excited to have access to the building. Kids are always asking about it. It would benefit us in two ways. First of all, bathroom emergencies wouldn't be emergencies during our field trip. But more importantly, we could extend our field trip with a visit to the proposed environmental education room at the ELHG, deepening the education available about the site and the Great Lakes in general, and exposing both students and the many parent chaperones to this multi use space.

Count us in among the supporters of ELHG!

Mary Slattery  
Tamy Lotze Tracy Dussell  
Gwen Blossom Staci Marcis  
Stefanie Tenenbaum Julie  
Mary Schmitt Stefanie Yerosel  
Mary Schmitt Amy Madenka Angela  
Meghan Powell Susan Lewis  
Martha  
Sandia Siebert



To Whom It May Concern:

April 18, 2016

My name is Donn Paul Werling. I lived and worked in Evanston for almost a decade beginning in 1973. I was the first Director of the Evanston Environmental Association and naturalist for the City of Evanston and my wife during most of that decade was the superintendent and lighthouse keeper of the Northeast Park District.

During much of that time we lived as well as worked in the historic lightkeeper house. We worked with Midge Perkins of the Evanston Historical Society to place the lighthouse on the National Register of Historic Place and many others including the then members of the City Council to preserve and enhance the complex of parks to the north including the Harley Clarke Place whose future is now in contention.

In c. 1977 I wrote and received a grant from Illinois Coastal Zone Management to hire Johnson, Johnson and Roy, a distinguished planning firm from Ann Arbor Michigan to develop a long term landscape restoration plan for this complex of parks then known as Lighthouse Landing. That plan won a national award from the American Society of Landscape Architects and was reviewed and to a great degree implemented by the City of Evanston and the Northeast Park District in collaboration with the Evanston Environmental Association.

That plan along with subsequent actions of various parties highlighted the need to restore the council ring and grotto waterscape, both remnants of the work of Jens Jensen as well as numerous other improvements including the restoration of the back of the beach as a primordial dune landscape.

For this work and my work at the Ecology Center I was awarded a special citation from then Mayor Vanneman and the City Council for "contributing to the preservation or enhancement of the environmental quality of the City of Evanston." I have since been awarded a Ph. D. from the University of Michigan and written and worked to improve the environmental quality of the State of Michigan and achieved regional and national recognition for my work in preservation and restoration of our nation's heritage.

It saddens me to see the hard work of so many people in the 70s and 80s forgotten or ignored when so much progress and state and national funds and recognition have been involved on this site as a public facility. I have reviewed the initial plans of the people and non profit that seek to maintain the Harley Clarke Place which is a keystone of the site and as a public facility. I thus completely endorse and compliment their work and ideas as well as ideals.

I do hope that in your wisdom a course will be found to build on the plans and work of the now distant as well as recent past. While I do not presume to have stayed in touch with all the changes that have occurred on this treasured site, old friends and new residents of Evanston have expressed similar concerns to me which I convey to you with whatever credence my distant past and accomplishments gives.

Evanston is “heavenston” and will remain that way as long as preservation and restoration remain its hallmarks and are given testimony to by those that now govern.

If I can be of further service to you please contact me by phone or email..

Sincerely,

Donn Paul Werling  
[werlingdonna@gmail.com](mailto:werlingdonna@gmail.com)  
18155 Lost Creek Lane  
Spring Lake, MI 49456

616-607 7302

# anthemios control corporation

Christopher Enck  
Treasurer / Historic Preservation Chair  
Anthemios Control Corporation  
P.O. Box 524, Winnetka, IL 60093

Mayor Elizabeth Tisdahl  
Evanston City Council  
2100 Ridge Avenue  
Evanston, IL 60201

Madame Mayor and City Council:

My name is Christopher Enck and I work as an architectural engineer at Klein and Hoffman, Inc. in Chicago where I focus on the restoration of historic building exteriors. Recent projects have included masonry restoration at Columbia College Chicago and masonry repair, steel window restoration and tile roof repair and replacement at the Deer Path Inn in Lake Forest. Outside of work, I serve as the volunteer treasurer and historic preservation committee chair for the Anthemios Control Corporation (ACC) in Champaign, Illinois. The ACC owns and manages two historic buildings used for housing college students in architecture and the allied arts. The primary structure is a 1924, 20,000 square foot house designed by local architect Joseph Royer in the French Eclectic style (the same as the Harley Clarke mansion) and features picturesque elements such as tapestry brick, original steel windows, multiple decorative chimneys and an undulating clay tile roof. I am also an Evanston property owner, having recently worked with the City and preservationists to save the historic John Van Bergen-designed Irving House, which was cut into three pieces and moved to Crawford Avenue from Wilmette.

I have recently connected with the Evanston Lakehouse and Gardens (ELHG) group, and am currently serving on their Advisory Board, with a focus on the feasibility of their proposed restoration and associated costs related to repurposing of the historic Harley Clarke Mansion. I have reviewed ELHG's estimates for the cost of the restoration as well as the previously-prepared feasibility studies and cost estimates available from the City. From my experience on similar projects I believe that ELHG's restoration cost estimates are reasonable. Alteration or demolition of the historic structures would be a significant loss to the community. The relationship between the buildings, the Jens Jensen landscape, Lake Michigan, the lighthouse and the surrounding neighborhood loses significance if any one of these elements is lost.

If ELHG is afforded the opportunity to move forward with the restoration and repurposing of the Harley Clarke Mansion, I am happy to assist with questions related to façade, roof and exterior material restoration. I believe that the existing historic structures can serve as the centerpiece of ELHG's proposed focus on environmental issues and sustainability. A sensitive restoration of the buildings while adapting them to energy efficient technology can serve as an important case study for owners and users of other historic properties in the community and around the country.

Please do not hesitate to contact me if you would like to discuss further.

Sincerely,



Christopher Enck  
cc: Evanston Lakehouse and Gardens

## Harley Clarke Community Meeting

April 26, 2017

My name is Madeline Gelis and I am an Evanston resident and former board member of Landmarks Illinois – the statewide historic preservation advocacy organization. I am here representing Landmarks Illinois, as an active member and at the request of Lisa DiChiera, their director of advocacy, who could not be here tonight.

We are thankful that last year the Evanston City Council directed the Parks, Recreation and Community Services Board and the Lighthouse Landing Complex Committee to develop a plan for the future operation of the Harley Clarke property.

As you may recall, Landmarks Illinois included the Harley Clarke Mansion on its annual statewide most endangered historic places list in 2016 and LI subsequently supplied to the city a pro bono condition assessment of the house, conducted by the firm Wiss, Janney and Elstner, which verified that Harley Clarke is structurally sound and reusable.

We are glad the committee has been meeting regularly and has focused in particular on the proposal for an environmental education center, developed by a dedicated group of citizens who have formed the Evanston Lakehouse and Gardens.

We believe they have developed a well-thought-out study articulating the opportunity to transform Harley Clarke into a center that can house environmental studies, arts education, historic preservation,

architecture, landscape architecture, and other community programming. We have advised and given suggestions to leaders of this effort and will continue to do so as needed.

This plan, which is to be funded through private and public funds, can demonstrate how investment in an important historic place can give back to the City of Evanston and its residents.

Since the 1960s, this beautiful mansion and lakefront grounds have been accessible to the public. We believe the Evanston Lakehouse and Gardens plan is the best way to retain this special place for Evanston residents for generations to come.

Thank you.

# HERITAGE

----- General Store -----

Mayor Elizabeth Tisdahl  
Evanston City Council  
2100 Ridge Avenue  
Evanston, IL 60201

Madame Mayor and City Council:

My name is Mike Salvatore and I am the founder and CEO of Heritage Brands, a Chicago based company that builds high quality steel frame bicycles and operates lifestyle cafes. Everything we do is centered on a sense of community, right down to our manufacturing. Heritage bikes are designed, welded (by hand, out of American steel), and assembled right here in the City of Chicago. Since launching in 2011, we have grown our business to three locations in Chicago and have been featured in Crain's Chicago Business 40 under 40, GQ, CBS Radio and the New York Times. Our brand is one of high quality and authenticity and we aim to provide a family friendly environment where people can get to know their neighbors and build community. We often partner in the redevelopment of old buildings, with a Heritage store as an anchor tenant.

I recently met with Tom Hodgman to learn more about the Evanston Lakehouse and Gardens (ELHG) non-profit that is seeking to restore the Harley Clarke Mansion and transform it into a multi-use community space, including a family friendly café space. I am familiar with the site and building from visiting lighthouse beach and time spent in Evanston. I think they have a great plan and for the building that would create a vibrant asset for the community. Further, this is exactly the type of destination that Heritage wants to be associated with, and we believe it would be a great site for a "Heritage Lakefront Outpost". Our unique combination of bike culture, coffee culture and family friendly space would fit well with ELHG's plans to make the building a gateway for people to engage with the outdoors and nature. I have also reviewed ELHG's projections related to the revenue a café lease could generate to ELHG's non-profit operations. Based on my experience operating cafes in new locations and redeveloped buildings, I believe their projections are reasonable.

If ELHG were to move forward with a restoration of Harley Clarke, Heritage Brands would be very interested to collaborate with them and the City to open a new location at the site. Typically, our locations employ 7-10 people as baristas, managers and bike mechanics and we would be happy to bring these jobs to Evanston. Also, I serve on the board of West Town Bikes, which teaches low income kids to be bike mechanics, building their confidence and giving them practical life skills that make them employable. I believe an Evanston location would offer a great opportunity to replicate this program. We would love to bring our fast growing business to Evanston, and I am very enthusiastic about the vision and solution put forward by ELHG for the Harley Clarke site.

Should you wish to discuss further, please contact me at your convenience.

Sincerely,



Mike Salvatore

Todd Kihm  
President, Kihm Residential  
1570 Oak Ave, Evanston, IL 60201



Mayor Elizabeth Tisdahl  
Evanston City Council  
2100 Ridge Avenue  
Evanston, IL 60201

Madame Mayor and City Council:

My name is Todd Kihm and I am a fourth generation Evanstonian and a resident of the 7<sup>th</sup> Ward. I currently serve as the President of Kihm Residential which provides construction and remodeling services, with a specialization in high end, historic properties. Recent projects have included the Stone Porch by the Lake Bed and Breakfast, as well as numerous restoration and remodel jobs in Evanston's Historic Districts.

I recently met with Patrick Donnelly and Tom Hodgman of Evanston Lakehouse and Gardens (ELHG), and I think that that have a compelling and well thought out plan for restoring and repurposing the Harley Clarke mansion. Further, I reviewed ELHG's estimates for the cost of the restoration as well as the cost estimates and studies available from the City. I even inquired about the possibility of getting inside the building to verify some of the information in reports, but was informed that the building is closed for the time being. From my experience on similar projects, most recently Stone Porch, I believe that ELHG's restoration cost estimates are reasonable. Their plan for multi-use community space will not require the same level of high-end finishes or the same scale of plumbing and electrical work that would be required for a bed and breakfast or hotel use, which will bring down costs significantly.

Overall, I think it is time to move forward with a solution for the building, and I think the ELHG's plans strikes an appropriate balance for our community – retaining historically significant architecture, creating new programming for the community and maintaining public access to the park and building. I would be happy to assist the City if I can be of help, and I encourage you all to work with ELHG towards a positive solution for our community.

Please do not hesitate to contact me if you would like to discuss further.

Sincerely,



Todd Kihm

Cc: Evanston Lakehouse and Gardens

March 22, 2016

Clare Tallon Ruen  
Founder and Director  
LakeDance  
812 Reba Place  
Evanston, IL 60202



Mayor Elizabeth Tisdahl  
Evanston City Council  
2100 Ridge Avenue  
Evanston, IL 60201

Dear Madame Mayor and City Council,

My name is Clare Tallon Ruen and I am the founder and director of LakeDance, which since 2007 has created and performed original works of dance on beaches and in the parks of Evanston, all with ecological themes. LakeDance has also piloted a Great Lakes educational program, now in every District 65 school, that has taken the Alliance for the Great Lakes curriculum, Great Lakes in My World and adapted lessons to include dance and art. This program has been a great success and has provided experiential, hands-on environmental education for our students.

I recently had the pleasure of meeting with Tom Hodgman to learn more about the Evanston Lakehouse and Gardens (ELHG) non-profit that is seeking to restore the Harley Clarke Mansion and transform it into a multi-use community space. I think they have a great plan and have been thoughtful about developing an asset that will both meet community needs and is sensitive to the site.

Further, I am excited about the potential for LakeDance to collaborate with ELHG around environmental education. Tom described ELHG's hopes to incorporate environmental education classroom space into the rehabbed building, and this would offer a phenomenal opportunity to expand and augment the current programming that LakeDance offers. In addition to our current watershed and stormwater programs, a partnership with ELHG could provide a platform to expand our offerings to lessons such as: lake, beach and dune ecology; forest ecology; invasive species; wildflowers; landscape architecture and pollinators/butterflies. Beyond a safe, clean, warm place to go when the weather doesn't cooperate, a classroom on site would allow us to store equipment (e.g. microscopes, water test kits, watershed models, rain ponchos, and classroom materials).

I currently run operations from whatever school I am working with, from the Water Treatment Plant, or the Dunes. Meetings are held around town. While this is exhilarating it also requires a large amount of running around and shuffling and re-shuffling of materials that is inefficient. Basing my operations at a restored Harley Clarke would not only simplify my day-to-day but would yield an increase in creative output. An example of the current model is with the 3rd grade field trip. All 750 District 65 3rd graders take turns visiting the Water Treatment Plant and then



the Lighthouse Beach dunes. After a tour of Evanston's water filtration process, they join me in the area between the fog houses just east of the Lighthouse. They come rain or shine, wind or calm, able bodied or in wheelchairs. I invite them to use their senses to take in this unique and historically significant area. To see the look of thrill when these kids learn that they are free to explore makes it all worth it. However if the weather is bad, or a student needs a bathroom, or if there was any sort of medical issue our choices are limited to calling the bus early. If we had access to a building, not only could we avoid interruptions, but we would be free to expand the field trip—offering a place for lunch and afternoon programming. How much deeper could we impact these young learners than with letting them really settle into this place, their place, inviting their connection and ownership?

My work as Artistic Director of the youth dance group that is part of LakeDance would also be positively impacted by working from a lakefront location. LakeDance is committed to free public performances that are inspired by local water issues and stories. Youth involvement has always been free to all. Rehearsing at the lakefront has been a joyous experience but one that also requires walking or biking with up to 10 kids from my home or from Ridgeville's studios where I teach. Just getting to the site takes time and energy. If LakeDance could be one of several arts organizations to share space at the Lakehouse, we would be able to involve many more children in this work.

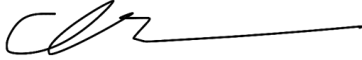
Planning and imagining work at the ELHG has inspired me to research several new ideas. I've reached out to Orrington teachers who work within a 5 minute walk of Harley Clarke to invite them to imagine using the site for expanded learning. Beyond their science water unit... literacy, history or art could be explored. I set up an observation and consultation with Teresa Weed of the Forest Preschool at North Park Nature Center in Chicago to find out how this new, and massively popular, preschool was set up and is run. I met with Katie Larson (Education Manager) and Stephanie Smith (Director of Operations) at the Alliance for the Great Lakes for their input about the use of this as an educational space. They suggested several lessons/activities that are specific to the dunes/forest ecosystem and offered to work with me to expand our lakefront work. They also imagined the establishment of a Freshwater Institute.

The Harley Clarke House, could be so much more, and needs to be more. Evanston is significantly located between Milwaukee—home to the Internationally significant [Water Council](#), and the [City of Chicago](#), and most importantly on the Southwest shore of the largest freshwater system on the planet. We can be leaders in freshwater education and be identified as a pioneer in Great Lakes conservation at a time when most of the world has been forced to take radical steps toward water conservation goals. We can begin with the programs we have and build in the many directions already presenting themselves. As Water is considered the new Gold, I believe our current funders and new funders will help LakeDance to grow in collaboration with a space like ELHG proposes. Please take the long view with us. You will not regret it.

I am very enthusiastic about the potential of a restored and transformed Harley Clarke, and believe the vision and solution put forward by ELHG would add a unique destination and important asset to our community.

Thank you for your support of this relevant and innovative project! You are welcome to email or call me with any questions you may have: [clare@lakedance.org](mailto:clare@lakedance.org) or (847) 721-5402.

Sincerely Yours,



Clare Tallon Ruen  
[www.lakedance.org](http://www.lakedance.org)

LakeDance is an organization whose mission is to offer watershed-relevant immersive educational experiences for Great Lakes youth using dance and the arts as tools for learning and outreach, and to serve our Great Lakes through reflection and action. Our organization's vision is to promote resilience among Great Lakes residents in a time of change and to inspire stewards who will ensure that Great Lakes resource management reflects our globe with accuracy and compassion.





# LANDMARKS ILLINOIS

## FOR IMMEDIATE RELEASE

For more information: Bonnie McDonald, President  
(312) 515-1545 – cell  
(312) 922-1742 – office

## Harley Clarke Mansion makes statewide endangered list

Wednesday, April 13, 2016, Springfield, Ill.— The Harley Clarke Mansion, 2603 Sheridan Road, Evanston (Cook County), has been named to Landmarks Illinois' annual *Most Endangered Historic Places in Illinois* list, which was announced today at a press conference in Springfield.

“Public officials have stated demolition of this architecturally significant city-owned local landmark, located in a National Register-listed historic district, will be pursued if a new use is not found,” said Bonnie McDonald, President of Landmarks Illinois. “We believe demolition should not be an option, especially considering the building’s local landmark designation. If the city of Evanston demolishes its own designated landmark, this will set a terrible precedent.”

Landmarks Illinois, the state’s leading voice for historic preservation, announced ten other listings today, which focus attention on sites that are threatened by deterioration, lack of maintenance and insufficient funds. From this year’s Most Endangered Historic Places list, a pattern emerges: a majority of our imperiled buildings are municipally- and institutionally-owned. The challenge for government and institutions to maintain and invest in their own real estate, whether historic or not, is a growing budget issue where officials

-More-

## Landmarks Illinois Most Endangered List announced—page two

are facing hard choices. Compounding the issue, public officials often don't view the rehabilitation of historic buildings as rectifying deferred maintenance, as a responsible long-term investment, and as a catalyst for local economic development. Landmarks Illinois is bringing attention to these buildings and demonstrating how public officials can bring experienced and creative partners to the table to enact new programs and policies that see historic, publically-owned properties revitalized and kept in productive use.

Built in 1928, utilities magnate Harley Clarke hired Boston architect Richard Powers to design his home and a nearby coach house. Clarke hired famed landscape architect Jens Jensen to sculpt the estate grounds. In 1950, the Clarkes sold the lakefront mansion to Sigma Chi, which turned the home into its Memorial Grand Chapter House. More than a decade later, the fraternity sold the property to the City of Evanston, which purchased the land in order to expand the city's public beach. Soon afterwards, the city leased the Clarke Mansion to the Evanston Art Center, which occupied the building until May 2015.

In 2012, knowing the art center planned to vacate in 2015, the City of Evanston began seeking a new user. After rejecting a proposal that would have adaptively reused the building as a bed and breakfast, the city appointed a study committee to review options that included moving the building, renovation, or demolition. While residents have split opinion on the building's future use and possible demolition, in October 2015, the Evanston City Council voted to table any discussion of the local landmark's future until a state budget determining the city's funding is passed, leaving the final determination on Harley Clarke delayed indefinitely. In the meantime, the property is secured, but at risk of further deterioration.

Landmarks Illinois urges Evanston's City Council members and City Manager not to consider demolition of Harley Clarke as an option. A rehabilitation and reuse solution should be a top priority. Landmarks Illinois has offered to assist by pursuing a reuse study, but that offer was turned

## Landmarks Illinois Most Endangered List announced—page three

down.

### Background

Since the inception of Landmarks Illinois' *Most Endangered* list in 1995, more than a third of the listed properties have been saved, less than a quarter have been demolished, and the rest are in varying stages between being continually threatened and rehabilitation.

This year's list also includes: a century old YWCA, an Art Moderne armory, a WPA-era courthouse, a space-age bank, a rare Prairie School-style commercial building, a historic high school and its surrounding neighborhood, multiple neighborhood schools to be closed in two cities, an archdiocesan church scheduled for closing, an historic gentleman's farm in a forest preserve, and two buildings associated with the early reform movement of rehabilitating orphaned boys.

Landmarks Illinois has been working to protect historic places throughout Illinois for over 40 years. The not-for-profit works with citizens and communities to preserve historic places and promote awareness about them through education and advocacy. Landmarks Illinois preserves historic places that enhance communities, empower citizens, and catalyze local economic development throughout Illinois. In addition to the *Most Endangered Historic Places* list, the organization also sponsors an annual awards program, two grant programs and various educational events, including the co-sponsorship of a bi-annual statewide historic preservation conference. Landmarks Illinois also is working with state legislators to enact a statewide historic tax credit program – The Illinois Rehabilitation and Revitalization Tax Credit Act (SB 2217) and to extend the current Illinois Historic Tax Credit program now available in five pilot cities with the River Edge Historic Tax Credit Extension bills (SB 1642 and HB 3566).

The complete *Most Endangered Historic Places* list, including photos of the sites, is available at [www.Landmarks.org](http://www.Landmarks.org) through the “Press Room” link.

-End-

---

*Landmarks Illinois (LI) was incorporated as a 501(c)(3) nonprofit by Illinois citizens concerned about the future of the state's architectural and cultural landmarks. We are a voice for historic resources working alongside citizens, property owners, and decision makers to create a successful future for these places. LI exists to be a source of information, assistance, and inspiration to those who seek to preserve every community's unique sense of place. We work statewide to empower property owners, local governments, and developers with needed financial and policy tools to facilitate historic preservation projects. We advocate for the preservation of our existing infrastructure, including housing, transportation networks, commercial centers, parks and open space, as key elements of a culturally vibrant community, a successful economic development strategy, and sustainability platform. For more information, visit [www.Landmarks.org](http://www.Landmarks.org).*

## Burnham & Lighthouses

In as much as Oak Park is known as the home of Frank Lloyd Wright, it is equally fitting that Evanston should become known as the home of Daniel Burnham. The Harley Clarke Mansion would be an ideal home for a Daniel Burnham Study Center to celebrate his contributions to urban planning, architecture and environmental awareness. Burnham chose to move to Evanston with his family in 1886. He is known globally for being the Director of the 1893 World's Columbian Exposition, for his role in designing and implementing the McMillan Plan (1901-02) for the urban redesign of Washington, DC, the famed 1909 Plan of Chicago, the design of Manila and Baguio (1904) in the Philippines, Plan for Cleveland (1903) and such well-known buildings such as the Rookery, the Fisher Building and the Flatiron building in New York City.

In terms of being a destination city, Evanston would be smart, very smart to recognize this renowned hometown architect and urban planner and bring awareness with a birthday celebration on Sept 4.

I would also propose the installation of 5 electronic kiosks in Evanston the main one being a scaled down version of either Burnham's Flatiron Building or the tower proposed for the Plan of 1909.

© Larry Lundy 2017

# Liberty Prairie Foundation

---

April 13, 2016

Mayor Elizabeth Tisdahl  
Evanston City Council  
2100 Ridge Avenue  
Evanston, IL 60201

Madame Mayor and City Council:

The Liberty Prairie Foundation has been at the forefront of land conservation, sustainable agriculture, and environmental policy for nearly 25 years. We are recognized as a national leader in incubating social enterprises that build and strengthen our local food system while enhancing the natural environment. We have worked to protect over 5,500 acres of land in the region, incubated dozens of social enterprises, several of which include farm businesses that serve the Evanston Farmers' Market, and have participated in numerous regional and State planning initiatives, including the development of CMAP's Go-To 2040 Regional Plan, and the establishment of the Illinois Food, Farms, and Jobs Act.

I have been in communication with the leadership of Evanston Lakehouse and Gardens and believe they have the capacity to put forth a credible and compelling plan for the restoration and revitalization of the Harley Clark Mansion. A restored mansion with an environmental theme would be an excellent resource for Evanston's residents, adjacent communities in northeast Illinois, students and adults throughout the region, and will provide a gateway for people to purposefully connect with Lake Michigan and the local environment.

I strongly encourage you to engage with and lend your support to the Evanston Lakehouse and Gardens' efforts to restore the Harley Clarke Mansion. As a nearby resident of Wilmette and frequent visitor to the area, I'm very hopeful that you and the Evanston City Council will recognize the strategic opportunity at hand that may, finally, result in the needed restoration and revitalization of the Harley Clark Mansion.

Sincerely yours,



Brad Leibov  
President and CEO



October 4, 2017

Mayor Steve Haggerty  
Evanston City Council  
2100 Ridge Avenue  
Evanston, IL 60201

The Honorable Steve Haggerty, Mayor, and the City Council of Evanston,

I am writing to endorse the plans of Evanston Lakehouse and Gardens (ELHG) to develop the Harley Clarke mansion and grounds as a flagship community resource for the City of Evanston. Harley Clarke and the adjacent parks can be a unique sustainability education resource not only for the residents of Evanston, and for our public schools, but also for the entire Chicago area. Done well, Harley Clarke will become a municipal landmark, a definitive resource for lakeshore recreation and sustainability education, and a primary draw for business and tourism in Evanston.

I have reviewed ELHG's activity over the last year through the city's Harley Clarke Visioning Committee, for which I was asked to evaluate education opportunities at Harley Clarke. I have been extremely impressed with both the passion and the professional capability of the ELHG team – particularly the strong capabilities that they have lined up in land development, building renovation, and financing. As an engineer with degrees in both Mechanical Engineering and Environmental Engineering, I have personally reviewed both the current state of Harley Clarke and ELHG's proposed renovation plans. I believe that the renovation plan is both technically feasible and economically viable. I have every confidence that ELHG can deliver the proposed Harley Clarke renovation on time and with sufficient funding to enable its long-term success.

As a citizen, I also personally support ELHG's plan to renew and reinvigorate Harley Clarke as a community resource. As a long-time Evanston resident, I support the preservation of our unique character as an original Illinois lakeshore city, and I believe that investment in reinvigorating our defining community landmarks will have enormous reputational and economic benefits for the city. As a resident of the 6<sup>th</sup> ward, I fully support investment in Harley Clarke as a resource for my family, our neighbors, and the entire Evanston community. I believe that a renovated Harley Clarke will be of tremendous value to the city of Evanston and offer substantial opportunities for recreation and education to the entire Evanston community.

Because Harley Clarke has special character and enormous potential for redevelopment, I and many other Evanston residents are willing – even eager – to support this effort with our time, our expertise, and our resources. There is tremendous interest and support for ELHG's proposed plan for Harley Clarke throughout the professional community in Evanston. I and my colleagues at Northwestern are willing to contribute our efforts, *pro bono*, to the design of the “Living Learning Laboratory” that would serve as the central hub for youth, school, and community education at Harley Clarke. Our professional opinion is that Harley Clark can provide extraordinarily unique and valuable hands-on laboratory experiences and outdoor experiences utilizing the lakefront, beach, and woods. To this end, we have formed the Lakeshore Education partnership ([www.lakeshore-education.org](http://www.lakeshore-education.org)) to coordinate development of educational programs at Harley

Clarke. This partnership includes working groups to, first, integrate learning experiences at Harley Clarke with elementary, middle school, and high school curricula. This effort will make Harley Clarke a key resource for all of the schools in the area. Second, we are developing an array of broader educational and personal-interest programs for Evanston youth and adults. Finally, we have formed a laboratory working group, composed of dedicated educators, scientists, and engineers, to design the educational spaces at Harley Clarke and deliver the facilities needed to transform Harley Clarke into a world-class community education center.

Achieving this vision will require tremendous leadership. I have every confidence that ELHG is the right group to lead the redevelopment of Harley Clarke, and guide the transition from an aging historical landmark to a vibrant community resource. I hope that you will provide similar vision and leadership in authorizing this project for the city of Evanston.

Yours truly,



Aaron Packman

Professor, Department of Civil and Environmental Engineering  
Director, Northwestern Center for Water Research

Harley Clarke House Advisory meeting  
Wednesday April 26, 2017

To Whom It May Concern:

My name is Judith Paine McBrien. I am a writer, historian and filmmaker. I directed and produced the first national PBS documentary film about one of Evanston's most prominent citizens, architect and urban planner, Daniel Burnham. I've taught a course on Daniel Burnham at Northwestern University and frequently lecture about his work.

Burnham's name is widely known. He and members of his family made Evanston their home for almost a century. He built twenty buildings with a mile or two of where we are now. He remains both one of America's most famous architects and a pioneer urban planner of cities such as Chicago, Washington, DC, Cleveland and San Francisco. How can Evanston take advantage of his prominence and work?

In addition to the proposed environmental programs, I would like to suggest an idea: that the Harley Clarke House is an ideal space for the creation of a Burnham Study Center that would serve as an outreach to the community.

- It could offer hands on experiential classes and lectures about both design and city-making
- It would welcome both young and old to learn about their sense of place
- It would foster pride and encourage civic engagement among Evanstonians.
- It could serve as a signature cultural tourism draw for Evanston.

Making good use of an historic site is always crucial to its success so that makes a present and future contribution to its community. The Burnham Study Center is an opportunity to explore and broaden the educational outreach for the Harley-Clarke House. I fully support the preservation of the Harley Clarke House.

Respectfully submitted,

Judith Paine McBrien  
Director, The Archimedia Workshop  
[www.thearchimediaworkshop.org](http://www.thearchimediaworkshop.org)



openlands

conserving nature for life

Suite 1050 | 25 East Washington Street | Chicago, IL 60602-1708 | Tel: 312-853-8250 | Fax: 312-853-8251 | [www.openlands.org](http://www.openlands.org)

March 27, 2017

Mayor Elizabeth Tisdahl  
Evanston City Council  
2100 Ridge Avenue  
Evanston, IL 60201

Madame Mayor and City Council:

Openlands is writing to voice its strong support in the rehabilitation of the Harley-Clarke property, as well as the surrounding Jens Jensen designed landscape, by the Evanston Lakehouse and Garden group (ELHG).

Founded in 1963, Openlands protects the natural and open spaces of northeastern Illinois and the surrounding region to ensure cleaner air and water, protect natural habitats and wildlife, and help balance and enrich our lives. Our work has helped protect more than 55,000 acres of land for public parks and forest preserves, community gardens, and other uses, connecting people to nature where they live.

Implementation of ELHG's plans to preserve and restore the Harley-Clarke property will provide an excellent resource for outdoor recreation and environmental education for Evanston and North Shore residents and visitors. Restoration of the surrounding historic Jens Jensen landscape is equally significant, and will contribute to public awareness of the importance of native plants and a native prairie setting. Uniquely situated on the lakefront, restoration of both the mansion and its surrounding landscape will also provide an avenue to connect people to Lake Michigan and local open space.

We encourage the City Council to recognize the historical and ecological value offered by ELHG's plans and support their mission to restore, revitalize, and preserve Harley-Clarke Mansion. If you have any questions, please feel free to contact me.

Sincerely,

Gerald W. Adelman  
President and CEO



Preservation League of Evanston

May 12, 2016

Mayor Elizabeth Tisdahl  
Evanston City Council  
2100 Ridge Avenue  
Evanston, IL 60201

Madame Mayor and City Council:

The Preservation League of Evanston strongly supports the rehabilitation of the Harley-Clarke property as proposed by the Evanston Lake House and Garden group (ELHG). There is no other house in Evanston even remotely like this one. The roofline alone is distinctive.

The destruction of the house would be a significant loss to the City. The building is noteworthy for its siting, architecture, gardens and location. The site is unique for the intersection of water, dune, prairie and woods.

The City of Evanston Master Plan lays out some ideas that the group is trying to incorporate and comply with.

The efforts of the ELHG are to be commended. Many, many groups will be happy to have access to the building. It should remain publicly owned and available to the general public.

Mary Brugliera, President  
Paul Janicki, Vice President  
Emily Guthrie, Treasurer  
Shirley Conley, Secretary

Board Members:  
Bill Gaul  
Kris Hartzell  
John Kennedy  
David Reynolds

730 Judson Avenue  
Evanston, Illinois 60202-2506  
(847) 869 5588  
[www.preserveevanston.org](http://www.preserveevanston.org)

## **Appendix 3**

### Financial Reports

**Evanston Lakehouse & Gardens**  
**Income Statement - August 11, 2015 through September 30, 2017**

**Revenues**

Donations collected	\$12,118
<b>Total Revenues</b>	<b>\$12,118</b>

**Expenses**

Administrative	\$69
Banking Fees	\$126
Website	\$156
Events	\$123
Legal/Tax Fees	\$870
Marketing	\$5,964
<b>Total Expenses</b>	<b>\$7,308</b>

**Cash as of September 30, 2017** **\$4,810**

**Evanston Lakehouse & Gardens  
Restoration and Operating Budget  
Estimates as of September 30, 2017**

**Base Construction Hard Costs**

Main House Construction	3,025,000
Coach House Construction	750,000
<b>Subtotal Construction</b>	<b>3,775,000</b>

**Other Hard Costs**

Landscaping - Jens Jensen Garden	200,000
Furniture Fixture & Equipment	250,000
Phone & Data	35,000
Signage & Exhibits	25,000
<b>Subtotal Other Hard Costs</b>	<b>510,000</b>

**Soft Costs**

Architects and Engineers	300,000
Landscape Architect	50,000
Insurance/Builder's Risk	5,000
Permits	30,000
Other Consultants, Landscape Architect	130,000
<b>Subtotal Soft Costs</b>	<b>515,000</b>

**Total Project Cost** **4,800,000**

Operational Startup Fund 500,000

**Total Capital Campaign Goal** **5,300,000**

**Initial Restoration - Code Compliance and Demonstration Scale**

Code Compliance	550,000
Initial Education Lab	225,000
Initial Community Meeting Space	225,000

**Subtotal Hard Costs** **1,000,000**

2-yr Operational startup 150,000

**Subtotal Demonstration Scale** **1,150,000**

**Fundraising for Demonstration Scale** **1,150,000**

**Full Restoration - Additional Expenses**

Main House Construction	2,025,000
Coach House Construction	750,000
<b>Subtotal Additional Construction</b>	<b>2,775,000</b>

Landscaping - Jens Jensen Garden 200,000

Furniture Fixture & Equipment 250,000

Phone & Data 35,000

Signage & Exhibits 25,000

**Subtotal Other Hard Costs** **510,000**

Architects and Engineers 300,000

Landscape Architect 50,000

Insurance/Builder's Risk 5,000

Permits 30,000

Other Consultants, Landscape Architect 130,000

**Subtotal Soft Costs** **515,000**

**Additional Fundraising for Full Restoration** **3,800,000**

Additional Operational Startup 350,000

**Total New Fundraising Required** **5,300,000**



**Evanston Lakehouse & Gardens**  
**Sources and Uses of Cash (estimated)**

<b>Sources of Cash</b>	<b>Amount</b>
Cash on Hand 9/30/2017	\$ 4,000
Existing Pledges	\$ 101,000
Capital Campaign	\$ 4,945,000
City Funds	\$ 250,000
<hr/>	
<b>Total Sources of Cash</b>	<b>\$ 5,300,000</b>

<b>Uses of Cash</b>	
Initial Restoration Compliance and Construction	\$ 1,000,000
Full Restoration Additional Construction	\$ 2,775,000
Full Restoratoin Additional Hard Costs	\$ 510,000
Soft Costs	\$ 515,000
Operating Reserves	\$ 500,000
<hr/>	
<b>Total Uses of Cash</b>	<b>\$ 5,300,000</b>

## Evanston Lake House and Gardens

5-Year Plan

Revenue/Cash Inflows	2017	2018	2019	2020	2021	2022
<b><u>Donations and Gifts</u></b>						
Pledges						
Capital Campaign, Grants, Planned Giving - Cash Re	50,000	1,650,000	3,135,000	1,045,000	150,000	150,000
Annual Giving - Lakehouse Stewards Program	0	25,000	50,000	55,000	55,000	60,000
<b>Subtotal Donations and Gifts</b>	<b>50,000</b>	<b>1,675,000</b>	<b>3,185,000</b>	<b>1,100,000</b>	<b>205,000</b>	<b>210,000</b>
<b><u>Program Revenue</u></b>						
Educational Programs			4,000	6,400	24,000	32,000
<b><u>Events and Rentals</u></b>						
Large Event Rentals	-	0	36,000	98,000	144,000	216,000
Corporate and Small Group Rentals	-	0	8,400	36,000	48,000	61,000
Café Rental Income		0	60,000	72,000	84,000	96,000
Seasonal Events		0	30,000	35,000	35,000	35,000
<b>Subtotal Program and Events</b>		<b>0</b>	<b>138,400</b>	<b>247,400</b>	<b>335,000</b>	<b>440,000</b>
Investment Income		555	10,845	15,055	4,332	4,406
<b>Total Revenue</b>	<b>50,000</b>	<b>1,675,555</b>	<b>3,334,245</b>	<b>1,362,455</b>	<b>544,332</b>	<b>654,406</b>
<b>Capital and Operating Expenditures</b>						
<b><u>Operating Expenses</u></b>						
Staff:						
Executive Director		50,625	101,250	104,288	107,416	110,639
Education Program Director			67,500	69,525	71,611	73,759
Events Coordinator			67,500	69,525	71,611	73,759
Facilities Manager			67,500	69,525	71,611	73,759
<b>Subtotal Staff Salaries and Benefits</b>	<b>0</b>	<b>50,625</b>	<b>303,750</b>	<b>312,863</b>	<b>322,248</b>	<b>331,916</b>
Utilities	0	22,500	30,000	30,900	31,827	32,782
Building Maintenance	0	0	37,750	77,765	80,098	82,501
Gardens and Grounds Maintenance	0	0	25,000	25,750	26,523	27,318
Marketing			15,000	15,450	15,914	16,391
Insurance		20,000	20,600	21,218	21,855	22,510
Bookkeeping and Accounting		4,000	4,120	4,244	4,371	4,502
Other program related expenses	0	0	30,000	30,900	31,827	32,782
<b>Subtotal Operation and Maintenance</b>	<b>0</b>	<b>97,125</b>	<b>466,220</b>	<b>519,089</b>	<b>534,662</b>	<b>550,702</b>
Fundraising expenses	0	49,500	47,025	15,675	2,250	2,250
<b><u>Capital / Restoration Expenses</u></b>						
Building Restoration and contractor expenses		500,000	2,400,000	1,900,000	0	0
<b>Total Expenditures</b>	<b>0</b>	<b>646,625</b>	<b>2,913,245</b>	<b>2,434,764</b>	<b>536,912</b>	<b>552,952</b>
<b>Net Surplus / (Deficit)</b>	<b>50,000</b>	<b>1,028,930</b>	<b>421,000</b>	<b>(1,072,309)</b>	<b>7,420</b>	<b>101,454</b>
Operating Reserve	5,542	55,542	1,084,472	1,505,472	433,163	440,583
(+) Net Income / (Loss)	50,000	1,028,930	421,000	(1,072,309)	7,420	101,454
<b>Operating Reserve at end of Year</b>	<b>55,542</b>	<b>1,084,472</b>	<b>1,505,472</b>	<b>433,163</b>	<b>440,583</b>	<b>542,037</b>

## **Appendix 4**

### Conceptual Renderings



*Conceptual rendering of restored Conservatory creating the premiere community event space, available to all of Evanston.*



studio  
tal architecture

*Conceptual rendering of new hands-on environmental education lab.*



*Conceptual rendering of light-fare, low-impact coach house cafe with outdoor seating, native plantings and rain gardens.*

**Appendix 5**  
RFP for Architectural Design Services

**REQUEST FOR PROPOSAL**

**FOR**

**ARCHITECTURAL DESIGN SERVICES**

**FOR**

**RESTORATION OF THE HARLEY CLARKE HOUSE, COACH HOUSE, AND  
SURROUNDING LANDSCAPE AND HARDSCAPE**

**EVANSTON LAKEHOUSE & GARDENS, INC.**



**PREPARED BY  
WILLIAM W. BROWN  
BOARD OF DIRECTORS, EVANSTON LAKEHOUSE & GARDENS**

**SEPTEMBER 6, 2017**



## SECTION I: GENERAL INFORMATION

### **A. INTRODUCTION**

Evanston Lakehouse and Gardens (ELHG) is seeking proposals for architectural and engineering design services for the restoration and select improvements of the Harley Clarke house and grounds at 2603 Sheridan Road in Evanston, Illinois. The project includes the main house, coach house and a portion of the Jens Jensen designed landscape and hardscape surrounding the buildings. Information concerning ELHG can be found at the website [www.evanstonlakehouse.org](http://www.evanstonlakehouse.org).

### **B. BACKGROUND**

Located adjacent to and above Lighthouse Beach in Evanston, Illinois, between several other publicly-owned parcels, the Harley Lyman Clarke House, or Harley Clarke Mansion, its accessory structures, and the property's grounds are all situated within the Northeast Evanston Historic District and are part of the Lighthouse Landing campus of public properties east of the juncture of Central Street and historic Sheridan Road in north Evanston. These properties are situated atop the point of land, jutting into Lake Michigan, that early French explorers called Grosse Point. Historical account has this site as where Father Jacques Marquette landed in 1674. As trade developed, numerous shipwrecks occurred and an important early lighthouse, the Grosse Point Light, was built in 1873. Today, the lakefront complex includes the lighthouse, keeper's house, fog houses, the Harley Clarke house and grounds, and parklands including Noah's Playground for All and the public Lighthouse Beach. The lighthouse, supported in recent years by a not-for-profit, was added to the National Register of Historic Places in 1976 and made a National Historic Landmark in 1998.

The historic Harley Clarke House, designed in the French Eclectic style by Richard Powers, is situated on nearly 5 acres of beachfront property and originally featured gardens by pioneering landscape architect Jens Jensen. The house and coach house were listed as contributing structures in the application to the National Park Service designating the historic district. The house is an Evanston landmark.

Harley L. Clarke was a powerful utilities magnate serving as President of Utilities Power and Light in the years leading up to the Great Depression, once donating \$300,000 to form the Chicago Civic Shakespeare Society. Clarke, who had lived on Chase Avenue in Rogers Park, hired Powers to design his three-story, brick lakefront home in Evanston, which was completed in 1927 at 2603 Sheridan Road, directly next to the historic Grosse Point Light Station and its fog houses. The 24,685-square foot estate featured a spacious glass conservatory, ballroom, basement rumpus room, and coach house. It was probably the last of the 1920s big mansions in Evanston before the stock market crashed.

Renowned landscape architect Jens Jensen designed the grounds, which still feature his original limestone grotto, a council ring (fire pit), and walkway. Alfred Caldwell, creator of the Chicago Lily Pool, worked under Jensen during construction of the Clarke project and referred to that time as one of his fondest memories. The mansion, valued at \$500,000 in 1938, was the first in the Chicago area to win an art commission award, according to news articles.

At one time, Clarke's fortune was estimated at up to \$60 million. An undated glossy real estate brochure, presumably from the 1940s, states that motion picture equipment was housed on the third floor. Clarke was on the cutting edge in the film industry and was more than just a hobbyist. He created a state of the art media room in the ballroom after investing heavily in Fox Studios, served as the president of Fox Studios after buying out founder William Fox during the Depression, and owned the General Theatre chain.

Sadly, Clarke and his wife were victims of the Great Depression and after a long struggle with creditors, were forced to sell the property in 1949 to the Sigma Chi fraternity to be used as the national headquarters.

In 1964, group of visionaries on Evanston's City Council purchased the property and beachfront from the fraternity, stating the importance of creating a public park and beachfront for the community. Shortly after the purchase, the city leased the Harley Clarke House to the Evanston Art Center for \$1.00 per year with the intention of promoting art and culture on a broad spectrum for the benefit of the entire Evanston Community. For over 50 years, the Harley Clarke House served the Evanston Art Center, serving as a cultural destination for residents of all ages.

Today, the house and surrounding gardens are the keystone of the four-part lakefront complex, which includes: Noah's Playground for All, Lighthouse Beach, the Grosse Point Lighthouse and the house. With the Evanston Art Center having relocated to a newer, more centrally located facility in 2015, the Harley Clarke House is currently vacant and in need of repair, restoration and a new vision.

## SECTION II: SCOPE OF SERVICES

### **A. GENERAL DESIGN**

The designer will be responsible for supervision and performance of all design activities necessary to produce documents for construction of the projects. Services shall include structural, electrical (including fire alarm, low voltage raceways and light commercial security system), plumbing, HVAC and civil engineering. Landscaping, IT and interior design will be by others. The designer will ensure that the final design will be feasible within the established budget for the project.

1. The designer will be responsible for ensuring that the design is compatible with the operating requirements of ELHG.
2. The designer will be responsible for producing a high-quality design that is sensitive to the historic context of the buildings, its local landmark status, the adjacent public parks, and the desired repurposing of their use.
3. Building designs will be based on input from a group of stakeholders (including ELHG Board, partners, community members, and donors) and will be subject to review by a variety of committees. The designer will have a key role at review meetings, and will prepare graphics and other materials required for these presentations.
4. The designer will submit a schedule for design phase activities. The designer will be responsible for reviewing the schedule at least monthly; for maintaining the schedule

throughout the design process; and for completing the design, including necessary public meetings and design approvals, within the established schedule.

## **B. DESIGN PREPARATION**

1. The designer will be responsible for preparing all necessary plan documents and contract construction plans and specifications required to restore and remodel the buildings and their surrounding site.
2. Plan preparation should include, but not be limited to, attending regular design review meetings and project coordination meetings. Documentation and appropriate responses to all comments and revisions is required of the designer. The designer shall make progress submittals of the design in the form of documents at the Schematic, Design Development, and Construction Document levels of completion. Specification documents will be required for all submittals. Estimates of cost will be prepared by others during the design process.
3. Since it is anticipated that restoration work will take place in phases, the project drawings should be organized to reflect such a yet-to-be-established project construction phasing plan. Current plans call for a Phase I restoration that brings the building up to code and makes some critical improvements to allow ELHG programming to begin. Phase II would complete full restoration of the house and its various rooms and spaces. Final phasing will depend on the pace of fundraising among other considerations.

## **C. DESIGN STAGES**

### **1. Preliminary Program Design Investigation**

#### **a. Existing Drawings**

After receiving the notice to proceed, it shall be the designer's responsibility to obtain all information available from ELHG.

#### **b. Analysis of Existing Conditions**

The designer will inspect the buildings and site, and become familiar with the specific condition of the buildings and the surrounding landscape and hardscape. The designer will use field observations to verify existing conditions and provide any supplementary information needed for this project. This will include verification of all room sizes of both buildings and the total square footage of each. (Floor plans and elevations for the house and coach house are attached as well as site and landscape plans.)

### **2. Plan Verification**

The designer will meet with the ELHG staff and hold several listening sessions with key partners to verify the preliminary architectural program and to make adjustments and refinements to it, as needed.

### **3. Schematic Design**

A conceptual scheme will be developed to illustrate feasible approaches to the building restoration and improvement. After review by ELHG, drawings will be revised accordingly. Preliminary cost estimates for the building will be done by a construction contractor serving as a design phase cost consultant. The contractor will be selected by

ELHG to partner with the project A&E team. At the completion of Schematic Design, ELHG will review and approve the project's scope in relation to the initial cost estimate.

#### **4. Design Development**

- a. Based on decisions at the schematic design stage, a comprehensive plan will be designed at a larger scale with all designed details included. A cost estimate for the plan will be prepared by the design phase cost consultant. The designer may present the plan to a variety of ELHG groups.
- b. The Design Development submittal will contain the following: Sections, Elevations, Details, Schedules, and Project Specifications Manual.
- c. The design schedule should include sufficient time for review and approval of the documents by ELHG and the City of Evanston, as necessary.

#### **5. Construction Documents**

- a. The Construction Documents submittal shall contain all elements of the project in their final configuration and all drawings should be substantially complete. All above-mentioned intermediate design elements will be resubmitted in final form, reflecting all relevant comments from the consolidated design review.
- b. Additional drawings will be submitted as required to fully define the details of the project for construction. The designer will provide all products of the design process.
- c. Submittals shall include, but not be limited to, full-size design drawings, computer disks containing contract plans in the most current AutoCad format or Rivet, renderings of restored spaces, and final special provisions. The design development model will be updated to show changes and final design for the project. A final estimate of cost will be prepared by the Cost Consultant.
- d. Construction documents will be submitted for ELHG's review and approval. ELHG will review and approve the documents during the permitting process (so as not to delay the schedule). The 95% set will constitute the permit set.

#### **6. Construction and Construction Administration**

The designer will provide the following services upon completion of design:

- a. Services during bidding, including response to contract inquiries and issuing addenda.
- b. Review of contract bids for all components of the project
- c. Regular site visits for review of progress and to ensure that the intent of the plans is being carried out.
  - i. The architect should plan for weekly construction phase meetings and site observations every other week.
  - ii. Sub-consultants should plan on monthly site observations when their respective trades are active on site.
- d. Respond to all Requests For Information (RFIs) and change order requests

- e. Review monthly payment draws
- f. Preparation of punch lists and working with Construction Manager to complete items on the list

### SECTION III: PROJECT COST

The total budget for the hard costs of the project is \$4,250,000. This includes: all hard costs of construction. This excludes all soft costs for architects, design and engineering; landscape architects; contingency; insurance; permits; and general conditions.

### SECTION IV: PROJECT SCHEDULE

1. RFP Proposal submission due date: October 9, 2017
2. Contract Approval: November 20, 2017
3. Schematic Design: TBD
4. Design Development: TBD
5. Construction Documents: TBD
6. Bid: TBD
7. Award: TBD
8. Facility Opens for Operation: TBD

The specific dates for schedule milestones for the overall execution of the project have not been determined. They will be dictated by the [City of Evanston's Request for Proposal](#) process and the project fundraising activities. It is hoped that the construction phase could start as early as Fall, 2018.

### SECTION V: PROJECT TEAM

The project team will include the following professional service providers. Please craft your service proposal to account for the other service providers and avoid unnecessary duplication of services while ensuring coordination of efforts.

1. Bill Brown – Board Member, Evanston Lakehouse & Gardens
2. Design Architect--TBD
3. Construction Manager at Risk—TBD

### SECTION VI: SUBMITTAL REQUIREMENTS

The proposal, at a minimum, must be organized as follows and include the following items:

#### **A. COVER LETTER**

The cover letter, signed by an authorized representative of the firm, must contain a commitment to provide the services described with the personnel specified in the submission and to provide a commitment to meet the stipulated ELHG goals.

#### **B. SUMMARY**

This section should include a statement of understanding and approach to the work.

### C. PROPOSAL AND COST

1. Description of Services: Show a breakdown for each phase of the project including schematic design, design development, construction documents, permit, bid, and construction phase services and name any partners required to complete this work. Submit a fixed fee for all services. Any contemplated pro bono services or creative contract/fee structures (e.g. Gross Maximum Price or fixed cost contract) should be identified in this section of the proposal, and will be given consideration by ELHG in our selection process. For the design phases, approval to proceed will be made on a phase-by-phase basis.
2. Description of Staffing: Develop personnel requirements by month, task, and job classification including identification of sub-consultants.
3. Cost Proposal: Detail the costs of providing the design and engineering services described in the Scope of Services section. Include a description of proposed reimbursable expenses and a not-to-exceed estimate of these costs. Provide a list of suggested engineering consultants with labor rates for all design/engineering personnel committed to the project.
4. Qualifications: A document not to exceed two (2) pages describing similar projects your firm has completed.
5. Submit one electronic copy of the proposal to William Brown at [Insert email address] and Evanston Lakehouse & Gardens at [evanstonlakehouse@gmail.com](mailto:evanstonlakehouse@gmail.com). Proposal shall be submitted by October 9, 2017.
6. Any questions regarding this Request for Proposal should be directed to William Brown. Feel free to call my office or email me [insert office number and email address].

We look forward to receiving your proposal.



William W. Brown  
Member of the Board, Evanston Lakehouse & Gardens  
1200 Mulford Street  
Evanston, IL 60202  
847.404.8133  
[bbrown@wwbrown-inc.com](mailto:bbrown@wwbrown-inc.com)

## **Appendix 6**

Evanston Lakehouse & Gardens Brochure

# The history.

In June of 2017, ELHG's plan was endorsed by the City of Evanston's Harley Clarke Planning Committee, Evanston's Parks and Recreation Board, and the Lighthouse Landing Committee.



The story begins almost a century ago when the Harley Clarke Estate with its acclaimed Jens Jensen landscape was built on an historic Native American bluff with commanding views of Lake Michigan and adjacent to the National Historic Landmark Grosse Point Lighthouse. Today these structures anchor a breathtaking public historic district, unique anywhere on the Great Lakes. The landmarked structures contribute to the fabric of Evanston's lakefront and connect us to our heritage, history and the environment.

In 1965, the Evanston community saw tremendous value in purchasing the Harley Clarke Estate to create a public park in a town where beach access and public lakefront property was continuing to disappear. For 50 years, the Evanston Art Center brought life to Harley Clarke through the arts, serving as good neighbors to the City and the residential neighbors around it. When its lease expired in 2015, the Art Center moved and the buildings future became uncertain. In 2016, Landmarks Illinois placed Harley Clarke on its *Most Endangered Historic Places List*.

# The plan.

It's time to revive one of Evanston's greatest lakefront landmarks. A place to connect and celebrate community through educational and recreational programming. A world-class setting for inspiring gatherings and events.

- 1 ELHG submits a proposal to City of Evanston RFP on Oct. 9, 2017.
- 2 City Council votes on ELHG's RFP proposal in Nov. 2017.
- 3 ELHG continues to fundraise and build strategic partnerships.
- 4 ELHG rehabs the building and grounds and develops unique programming.

# Partner with us.

Join our mailing list at  
[EvanstonLakehouse.org](http://EvanstonLakehouse.org)

Have an idea for the restored Evanston Lakehouse? Tell us at:  
[evanstonlakehouse@gmail.com](mailto:evanstonlakehouse@gmail.com)

Donate/pledge today at:  
[EvanstonLakehouse.org](http://EvanstonLakehouse.org)

Today the house and surrounding gardens are the keystone of the four-part lakefront complex which includes: Noah's Playground for Everyone, Lighthouse Beach, the Grosse Point Lighthouse and the Harley Clarke house. This makes it an ideal location for cultural tourism in a model that has proven successful across the country and around the world.



*Conceptual rendering of restored Conservatory creating the premiere community event space, available to all of Evanston.*



*Conceptual rendering of light-fare, low-impact coach house cafe with outdoor seating, native plantings and rain gardens.*



## The vision.



Conceptual rendering of new hands-on environmental education lab

**Evanston Lakehouse & Gardens will transform the Harley Clarke Estate into a fully renovated, multi-purpose venue.**

### Highlights of the Plan

- ✓ Architecturally significant landmark building restored for adaptive reuse
- ✓ Environmental Education Lab and Cultural Programming
- ✓ Historic Jens Jensen gardens and water features revitalized
- ✓ Community space for flexible programming and social gatherings
- ✓ Consistent with City of Evanston's Lakefront Master Plan
- ✓ City maintains ownership of land and buildings

## About us.

The mission of Evanston Lakehouse & Gardens is to preserve and restore Evanston's only public lakehouse by creating an inspiring community venue that fosters appreciation of the environment, the arts, and the rich cultural history of Evanston.

We are a 501(c)(3) public charity that was created by a growing group of volunteer Evanston residents of all ages from all across the City.



### Contact Us

- ✉ [evanstonlakehouse@gmail.com](mailto:evanstonlakehouse@gmail.com)
- ☎ (860) 558-8318
- 📘 [facebook.com/EvanstonLakehouse](https://facebook.com/EvanstonLakehouse)

**Donate/pledge today at:**  
[EvanstonLakehouse.org](https://EvanstonLakehouse.org)

#OpenLakehouse



[EvanstonLakehouse.org](https://EvanstonLakehouse.org)

## **Appendix 7**

### Disclosure of Ownership Interest Statement Form

**Exhibit A**

**DISCLOSURE OF OWNERSHIP INTERESTS**

The City of Evanston Code Section 1-18-1 et seq. requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their proposal. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME: Evanston Lakehouse & Gardens

APPLICANT ADDRESS: 2747 Ridge Ave, Evanston, IL 60201

TELEPHONE NUMBER: 860-558-8318

FAX NUMBER: n/a

APPLICANT is (Check One)

Corporation

Partnership

Sole Owner

Association

Other  501 (c) (3) non-profit public charity

Please answer the following questions on a separate attached sheet if necessary.

**SECTION I CORPORATION**

1a. Names and addresses of all Officers and Directors of Corporation.  
See Attached

1b. (Answer only if corporation has 33 or more shareholders.)  
Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

NA

- 1c. (Answer only if corporation has fewer than 33 shareholders.)  
Names and addresses of all shareholders and percentage of interest of each herein. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

N/A

---

---

---

**SECTION 2 PARTNERSHIP/ASSOCIATION/JOINT VENTURE**

- 2a. The name, address, and percentage of interest of each partner whose interests therein, whether limited or general, is equal to or in excess of 3%.

N/A

---

---

---

- 2b. Associations: The name and address of all officers, directors, and other members with 3% or greater interest.

N/A

---

---

---

**SECTION 3 - TRUSTS**

- 3a. Trust number and institution.

N/A

---

- 3b. Name and address of trustee or estate administrator.

N/A

---

---

3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.

N/A

---

---

**SECTION 4 ALL APPLICANTS - ADDITIONAL DISCLOSURE**

4a. Specify which, if any, interests disclosed in Section 1, 2, or 3 are being held by an agent or nominee, and give the name and address of principal.

N/A

---

---

---

4b. If any interest named in Section 1, 2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

N/A

---

---

---

4c. If "constructive control" of any interest named in Sections 1, 2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture or partnership agreements.)

N/A

---

---

---

I have not withheld disclosure of any interest known to me. Information provided is accurate and current.

10/7/17

Sh E Hoelger

10/7/17

Date

*John E. Huelgen*

Signature of Person Preparing Statement

President, Board of Directors

Title

ATTEST:

*David B. [Signature]*

Notary Public

(Notary Seal)

Commission Expires: \_\_\_\_\_



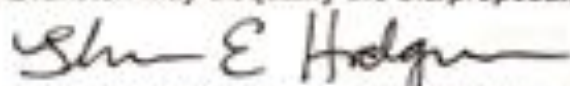
**Appendix 8**  
Statement re: Conflicts of Interest

Exhibit C

**CONFLICT OF INTEREST FORM**

Evanston Lakehouse & Gardens, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the City of Evanston.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder/Proposer has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid/proposal.



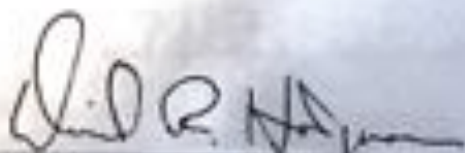
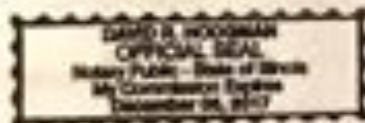
Tom Hodgman, President, Board of Directors

\_\_\_\_\_  
(Name of Bidder/Proposer if the Bidder/Proposer is an Individual)

(Name of Partner if the Bidder/Proposer is a Partnership)

(Name of Officer if the Bidder/Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this 7<sup>th</sup> day of October, 2017.



Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid / proposal.*



**Appendix 9**  
Acknowledgement of Understanding Form

Exhibit D

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the Proposer hereby certifies that they are not barred from bidding on this contract as a result of bid rigging or bid rotating or any similar offense (720 ILCS §/33E-3, 33E-4).

Authorized Signature:  Company Name: Evanston Lakehouse & Gardens  
Typed/Printed Name: Tom Hodgman Date: 10/7/17  
Title: President, Board of Directors Telephone Number: (860) 558-8318  
Email: thodgman@gmail.com Fax Number: n/a

## **Appendix 10**

Anti-Collusion Affidavit and Proposer's Certification

Exhibit E

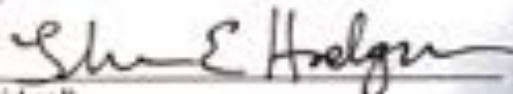
**ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION**

Tom Hodgman, being first duly sworn,  
deposes and says that he is President, Board of Directors  
(Partner, Officer, Owner, Etc.)  
of Evenston Lakehouse & Gardens  
(Proposer)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Tom Hodgman, President, Board of Directors  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)



The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 7<sup>th</sup> day of October, 2017

David R. Hodgman  
Notary Public

Commission Expires: \_\_\_\_\_



*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

**Appendix 11**  
Additional Information Sheet

**EXHIBIT B**

**ADDITIONAL INFORMATION SHEET**

Proposal Name: Lease of Harley Clarke Mansion to a Non-profit Organization

Proposal Number #: 17-48

Company Name: Evanston Lakehouse & Gardens

Contact Name: Tom Hodgman

Address: 819 Clinton Place

City, State, Zip: Evanston, IL 60201

Telephone/FAX: # (860) 556-6318

E-mail: thodgman@gmail.com

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_