



# City of Chicago



O2014-4981

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	6/25/2014
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Lease agreement with Wicker Park Bocce Club, LLC for use of property at 2100 South Halsted St
<b>Committee(s) Assignment:</b>	Committee on Housing and Real Estate



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith ordinances authorizing the execution of lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor



Handwritten text, possibly a signature or name, located in the lower middle section of the page.

## ORDINANCE

### BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

**SECTION 1:** On behalf of the City of Chicago as landlord, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a lease with Wicker Park Bocce Club, LLC, as tenant, governing Wicker Park Bocce Club, LLC's use of City-owned property located at 2100 South Halsted Street; such lease to be approved by the Commissioner of the Department of Planning and Development and approved as to form and legality by the Corporation Counsel in substantially the following form:

## **LEASE**

**THIS LEASE** (the "**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "**Commencement Date**") by and between, the **CITY OF CHICAGO**, an Illinois Municipal Corporation and Home Rule Unit of Government (the "**City**"), and **THE WICKER PARK BOCCE CLUB LLC**, an Illinois Limited Liability Company ("**WPBC**") (both parties are sometimes collectively referred to as the "**Parties**").

### **RECITALS**

**WHEREAS**, City is the owner of the property more commonly known as 2100 South Halsted Street, Chicago, Cook County, Illinois; and

**WHEREAS**, the property located at 2100 South Halsted Street is comprised of approximately 2,750 square feet of vacant land which does not have a present municipal use; and

**WHEREAS**, WPBC is an organization that was formed to provide and promote public bocce ball participation for improved health and enhanced community participation; and

**WHEREAS**, City has agreed to provide WPBC with access to approximately 2,750 square feet of vacant land located at 2100 South Halsted Street as legally described on **Exhibit A** attached hereto and made a part hereof to be used as a public bocce ball court.

**NOW THEREFORE**, in consideration of the covenants, terms and conditions set forth herein, the Parties hereto agree and covenant as follows:

### **SECTION 1. GRANT**

City hereby provides WPBC with access to the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 2,750 square feet of vacant land located at 2100 South Halsted Street, Chicago, Illinois (PIN 17-20-445-019 - the "**Premises**").

### **SECTION 2. TERM**

The term of this Agreement (the "**Term**") shall begin on the Commencement Date and shall end on December 31, 2016, unless sooner terminated as set forth in this Agreement.

### **SECTION 3. RENT, TAXES, AND UTILITIES**

3.1 **Rent.** WPBC shall pay rent for the Premises in the amount of:

One Dollar (\$1.00) for the entire Term the receipt and sufficiency of said sum being herewith acknowledged by both Parties.

3.2 Utilities. If applicable, WPBC shall pay when due all charges for gas, electricity, water, sewer, telephone, other communication, and any other utilities and charges that may be assessed on the Premises during the Term, or as a result of, WPBC's occupancy of the Premises. City shall not have any responsibility for providing or paying for any utilities supplied to the Premises.

3.3 Taxes. WPBC acknowledges that Premises are exempt from leasehold, real estate, and other property taxes. WPBC shall pay when due any leasehold, real estate, and other property taxes assessed or levied on the Premises (including any interest and penalties) where attributable to WPBC's use of the Premises. WPBC shall pay such amounts and WPBC shall provide City with proof of such payment within ten (10) days of such payment. WPBC further acknowledges that real estate taxes are one (1) year in arrears in Cook County and that as a result WPBC shall be responsible for satisfaction of leasehold, real estate, and other property taxes assessed or levied on the Premises (including any interest and penalties) on account of WPBC's use for at least one year after WPBC vacates the Premises. WPBC's failure to pay any such taxes shall constitute a default under this Agreement. Notwithstanding the foregoing, nothing herein shall preclude WPBC from contesting any charge or tax levied against the Premises. The failure of WPBC to pay such taxes during the pendency of the contest shall not constitute a default under this Agreement. WPBC's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Agreement.

3.4 Accord and Satisfaction. No payment by WPBC or receipt by City of a lesser amount than any amounts due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. City may accept such check or payment without prejudice as to City's right to recover the balance of such installment or payment or to pursue any other remedies available to City.

#### **SECTION 4. ENJOYMENT OF PREMISES, USE, ALTERATIONS AND ADDITIONS**

4.1 Covenant of Quiet Enjoyment. City covenants and agrees that WPBC, upon observing and keeping the covenants, agreements, and conditions of this Agreement on its part to be kept, observed, and performed, shall lawfully enjoy the Premises (subject to the provisions of this Agreement) during the Term without hindrance or molestation by City.

4.2 WPBC's Duty to Maintain Premises and Right of Access. WPBC shall, at WPBC's expense, keep the Premises in a condition of good repair and order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), and Title 17 ("Landscape Ordinance"). City shall have the right of access to the Premises for the purpose of inspecting the Premises. Except in the case of emergencies, City shall first give notice to WPBC of its desire to enter the Premises and will schedule City's entry so as to minimize any interference with WPBC's use of the Premises.

4.3 Use of the Premises. WPBC shall not use the Premises in a manner that would violate any law. WPBC further agrees to comply in all respects with the laws, ordinances,

orders, rules, regulations, and requirements of all federal, state, and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises. Any activities on the Premises must be limited to the use as a bocce ball court open to the public (the "Use"). WPBC shall not be permitted to charge any fee for the Use of the Premises. The promotion and operation of a bocce ball court does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. WPBC shall not use said Premises for political or religious activities. WPBC agrees that in utilizing the Premises that it shall not discriminate against any member of the public because of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, immigration status, sexual orientation, marital status, parental status, military discharge status, or source of income. WPBC must secure all other permits and approvals that may be required to undertake the Use. WPBC understands that this Agreement shall not act as a substitute for any other permitting or approvals that may be required to undertake the Use.

4.4 Alterations, Additions, and Improvements. WPBC may not make any permanent alterations, additions, and improvements to the Premises without the prior written approval of the Commissioner of the Department of Planning and Development. Such consent shall not be unreasonably withheld, conditioned, or delayed. City shall not be obligated to pay for any alterations, additions, improvements, or repairs to the Premises. WPBC must secure all other permits and approvals that may be required to undertake such alterations, additions, improvements, or repairs. WPBC understands that this Agreement shall not act as a substitute for any other permitting or approvals that may be required to undertake any alterations, additions, improvements, or repairs.

## **SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS**

5.1 Assignment and Sublease. WPBC shall not assign this Agreement in whole or in part, or sublet the Premises or any part thereof, without the prior written consent of the Commissioner of the Department of Planning and Development. Such consent shall not be unreasonably withheld, conditioned, or delayed.

5.2 WPBC's Covenant against Encumbering Title. WPBC shall not do any act which shall in any way encumber the fee simple estate of City in and to the Premises. The interest or estate of City in the Premises shall not be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by WPBC. Any claim to, or lien upon, the Premises arising from any act or omission of WPBC shall accrue only against the leasehold estate of WPBC and shall be subject to and subordinate to the paramount title and rights of City in and to the Premises.

5.3 WPBC's Covenant against Liens. WPBC shall not permit the Premises to become subject to any mechanic's, laborer's, or materialmen's liens on account of labor or material furnished to WPBC or claimed to have been furnished to WPBC. In case of any such lien attaching, WPBC shall immediately pay and remove such lien or furnish security or indemnify City in a manner satisfactory to City in its sole discretion to protect City against any defense or expense arising from such lien. Except during any period in which WPBC appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, WPBC

shall immediately pay any judgment rendered against WPBC, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If WPBC fails to pay and remove any lien or contest such lien in accordance herewith, City, at its election, may pay and satisfy same, and all sums so paid by City shall become immediately due and payable by WPBC, with interest from the date of payment at the rate set at 12% per annum provided that such rate shall not be deemed usurious by any federal, state, or local law.

## **SECTION 6. AGENTS, INSURANCE, AND INDEMNIFICATION**

6.1 WPBC's Agents. This Agreement extends to, and WPBC shall be responsible for, WPBC's agents, employees, contractors, subcontractors, consultants, invitees, guests, vendors, patrons and any other parties who enter the Premises at WPBC's direction or with WPBC's consent (collectively the "Agents"). WPBC shall be responsible for ensuring that all Agents comply with WPBC's obligations under this Agreement, and non-compliance by any Agent shall be deemed to be non-compliance by WPBC. This Agreement is subject to all easements, encroachments, covenants, restrictions of record and not shown of record, and any other title encumbrances or defects affecting the Premises. WPBC acknowledges that City has not performed any title or survey work in connection with the negotiation and execution of this Agreement and WPBC agrees that it is WPBC's sole responsibility and obligation to confirm that the Use occurs solely within the portions of the Premises permitted by this Agreement.

6.2 Insurance. WPBC shall procure and maintain, and cause WPBC's Agents to procure and maintain, at WPBC's sole expense (or the expense of its Agents as applicable), during the Term, the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois, covering all work under this Agreement, whether performed by or on behalf of WPBC. The WPBC and its agents agree hereby to waive any subrogation.

(a) Worker's Compensation and Employer's Liability Insurance. WPBC and its contractors and subcontractors shall procure and maintain Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability Insurance with limits of not less than \$100,000 for each accident or illness.

(b) Commercial General Liability Insurance (Primary and Umbrella). WPBC and its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance, or equivalent, with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability; provided, however, subcontractors performing work in connection with this Agreement may maintain limits of \$1,000,000 if the subcontract amount is less than \$100,000. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the WPBC's access to the Premises or WPBC's Agent's access to the Premises.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Activity, WPBC and its contractors and subcontractors shall procure and maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage; provided, however, subcontractors performing work in connection with this Agreement may maintain limits of \$1,000,000 if the subcontract amount is less than \$100,000. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

(d) Professional Liability Insurance. When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, such parties shall procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than \$1,000,000, with coverage including contractual liability. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

(e) All Risk Property. WPBC and its contractors and subcontractors shall be responsible for all loss or damage to personal property (including, without limitation, vehicles, materials, equipment, tools and supplies), owned, rented or used by WPBC or its contractors and subcontractors. WPBC shall be responsible for all loss or damage to City-owned property, improvements or facilities at replacement cost.

WPBC will furnish to the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602, and the Department of Planning and Development, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. WPBC shall submit evidence on insurance prior to Agreement award. The receipt of any certificate does not constitute agreement by City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements set forth herein. The failure of City to obtain certificates or other evidence of insurance from WPBC (or its contractors or subcontractors as applicable) shall not be deemed to be a waiver by City of the insurance requirements set forth herein. WPBC shall advise all insurers of the insurance requirements set forth herein and the nature of its use of the Premises. Non-conforming insurance shall not relieve WPBC of the obligation to provide insurance as specified herein. City may terminate this Agreement for non-fulfillment of the insurance conditions, and retains the right to order WPBC to cease all activities on the Premises until proper evidence of insurance is provided.

WPBC (or its contractors or subcontractors as applicable) shall be responsible for any and all deductibles or self-insured retentions. WPBC agrees that insurers shall waive their rights of subrogation against City. WPBC expressly understands and agrees that any coverages and

limits furnished by it (or its contractors or subcontractors as applicable) shall in no way limit WPBC's liabilities and responsibilities specified in this Agreement or by law. WPBC expressly understands and agrees that its insurance (or that of its contractors or subcontractors as applicable) is primary and any insurance or self-insurance programs maintained by City shall not contribute with insurance provided by WPBC (or its contractors or subcontractors as applicable) under this Agreement. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

WPBC shall require all contractors and subcontractors to maintain the above-described coverage, or WPBC may provide such coverage for its contractors and subcontractors. If WPBC or any contractor or subcontractor wants additional coverage, such party shall be responsible for the acquisition and cost of such additional protection. City shall have no responsibility to provide insurance or security for the Premises, or any vehicles, materials, equipment, tools, supplies or other personal property (collectively, "**Personal Property**") to be used by WPBC or any of its contractors, subcontractors or other Agents in connection with the Use.

The insurance shall provide for thirty (30) days prior written notice to be given to City in the event coverage is substantially changed, canceled, or non-renewed.

The City of Chicago, Department of Finance, Office of Risk Management, maintains the rights to modify, delete, alter or change these requirements at any time during the Term.

6.3 WPBC's Indemnification. WPBC shall indemnify, defend (through an attorney reasonably acceptable to City) and hold the City, its officers, officials, employees, agents and representatives (collectively, the "**City Parties**"), harmless from and against any and all actions, claims, suits, complaints, demands, legal or administrative proceedings, losses, damages, debts, liens, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, attorneys' fees, consultants' fees and court costs) (collectively, "**Claims**"), of whatsoever kind and nature, including without limitation, any and all environmental Claims, made or asserted by any third parties for injury, including personal injury or death of any person or persons, and for loss or damage to any property, occurring in connection with, or in any way arising out of or incident to (a) any and all acts, alleged acts or omissions of WPBC, its Agents or any other person entering the Premises during the Term and (b) any entry upon or use of the Premises or performance of the Use by or on behalf of WPBC, its Agents or any other person entering the Premises during the Term and (c) the failure of WPBC or its Agents to pay contractors, subcontractors or material suppliers in connection with this Agreement. The indemnification provided herein will be effective to the maximum extent permitted by Law and is not limited by any amount of insurance required under this Agreement.

WPBC shall be solely responsible for the defense of any and all Claims against the City Parties, including without limitation, claims by any Agents of WPBC, even though the claimants may allege negligence or intentional and willful misconduct on the part of the City Parties. City shall have the right, at its sole option, to participate in the defense of any such Claims, without relieving WPBC of its obligations hereunder.

WPBC shall promptly provide, or cause to be provided, to the City of Chicago, Department of Law, at 121 North LaSalle Street, Room 600, Chicago, Illinois 60602, copies of such notices as WPBC may receive of any Claims for which the City Parties are entitled to indemnification hereunder and to give the City Parties authority, information, and assistance for the defense of any such Claims.

This Section 6.3 shall survive the expiration or termination of this Agreement (regardless of the reason for such termination).

## **SECTION 7. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS**

7.1 Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his/her position to influence any governmental decision or action with respect to this Agreement by the City.

7.2 Duty to Comply with Governmental Ethics Ordinance. City and WPBC shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of that contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to City.

## **SECTION 8. HOLDING OVER**

8.1 Holding Over. Any holding over by WPBC shall be construed to be a tenancy from month to month only beginning on January 1, 2017 (the "**Holding Over**") and the rent shall be the same as listed in Section 3.1 of this Agreement. During such Holding Over all other provisions of this Agreement shall remain in full force and effect.

## **SECTION 9. MISCELLANEOUS**

9.1 Notice. All notices, demands and requests which may be or are required to be given, demanded, or requested by either party to the other shall be in writing. All notices, demands and requests by WPBC to City shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to City as follows:

City of Chicago  
Department of Planning and Development  
121 North LaSalle Street, Room 1000  
Chicago, Illinois 60602

With a courtesy copy to:

City of Chicago  
Department of Fleet and Facility Management  
Office of Real Estate Management  
30 North LaSalle Street, Room 300  
Chicago, Illinois 60602

or at such other place as City may from time to time designate by written notice to WPBC. All notices, demands, and requests by City to WPBC shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to WPBC as follows:

President  
The Wicker Park Bocce Club  
1929 West Crystal Street, Unit 1A  
Chicago, Illinois 60622

or at such other place as WPBC may from time to time designate by written notice to City. Any notice, demand or request which shall be served upon WPBC by City, or upon City by WPBC, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

9.2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Agreement shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Agreement shall be valid and in force to the fullest extent permitted by law.

9.3 Governing Law. This Agreement shall be construed and be enforceable in accordance with the laws of the State of Illinois.

9.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Agreement. This Agreement contains the entire agreement between the Parties and shall not be modified or amended in any manner except by an instrument in writing executed by the Parties hereto.

9.5 Captions and Section Numbers. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

9.6 Binding Effect of Agreement. The covenants, agreements, and obligations contained in this Agreement shall extend to, bind, and inure to the benefit of the Parties hereto and their legal representatives, heirs, successors, and assigns.

9.7 Time is of the Essence. Time is of the essence with respect to each and every provision hereof.

9.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto.

9.9 Authorization to Execute Agreement. The Parties executing this Agreement hereby represent and warrant that they are duly authorized and acting representatives of City and WPBC respectively and that by their execution of this Agreement, it became the binding obligation of City and WPBC respectively, subject to no contingencies or conditions except as specifically provided herein.

9.10 Termination of Agreement. City and WPBC shall have the right to terminate this Agreement without penalty for any, or no, reason by providing each other with thirty (30) days prior written notice at any time after the Commencement Date. In addition, this Agreement shall automatically terminate on the day of closing in the event that City conveys the Premises to any party pursuant to a Chicago City Council approved redevelopment agreement or other instrument of conveyance.

9.11 Force Majeure. When a period of time is provided in this Agreement for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, acts of terrorism, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

9.12 WPBC Default. WPBC must adhere to all provisions of this Agreement. Failure of WPBC to adhere to all provisions of this Agreement will result in default. In the event of such default, City will notify WPBC in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, WPBC must cure such default within ten (10) business days. If WPBC does not cure such default within ten (10) business days, City may cancel this Agreement with five (5) days written notice.

9.13 Site Prep. Provided WPBC secures any necessary permits and complies with all applicable laws, WPBC may remove the trees and debris from the Premises, clean the Premises, fill the Premises with clean sand, and install small benches to establish a bocce ball court on the Premises.

9.14 No Construction against Preparer. This Agreement shall not be interpreted in favor of either the City or WPBC. City and WPBC acknowledge that both parties participated fully in the mutual drafting of this Agreement.

9.15 Amendments. From time to time, the Parties hereto may administratively amend this Agreement with respect to any provisions reasonably related to WPBC's use of the Premises and/or City's administration of this Agreement. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual

background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both City and WPBC. Such amendment(s) shall only take effect upon execution by both Parties. Upon execution, such amendment(s) shall become a part of this Agreement and all other provisions of this Agreement shall otherwise remain in full force and effect.

## **SECTION 10. ADDITIONAL RESPONSIBILITIES OF WPBC**

10.1 Satisfaction with Condition. WPBC agrees that WPBC has inspected the Premises and all related areas and grounds and that WPBC is satisfied with the physical condition thereof. WPBC accepts the risk that any inspection may not disclose all material matters affecting the Premises. WPBC agrees to accept the Premises in its “as is,” “where is” and “with all faults” condition on the Commencement Date without any covenant, representation or warranty, express or implied, of any kind, as to any matters concerning the Premises, including, without limitation: (a) the structural, physical or environmental condition of the Premises; (b) the suitability of the Premises for any purpose whatsoever; (c) the state of repair of the Premises or the condition of soil, geology, groundwater, or any other physical characteristic of the Premises; (d) compliance of the Premises with any applicable laws, including, without limitation, environmental Laws; or (e) the presence or removal of hazardous substances or environmental conditions in, on, under or about the Premises.

10.2 Maintenance. WPBC shall provide at WPBC’s expense, any and all service for maintenance of the Premises during WPBC’s occupancy. WPBC acknowledges that City shall not have any maintenance obligations with respect to the Premises.

10.3 Custodial Services. WPBC shall provide and pay for custodial services and shall be responsible for keeping the Premises clean and free of debris. WPBC shall keep the Premises clean, presentable, free of litter, and in good repair. WPBC shall properly discard any fly dumping materials placed on the Premises. WPBC shall provide and pay for any exterminator service whenever such services are reasonably necessary. WPBC shall provide and pay for WPBC’s own scavenger service if reasonably necessary. WPBC acknowledges that City shall not have any custodial obligations with respect to the Premises.

10.4 Snow Removal. WPBC shall provide for prompt removal of snow and ice from the sidewalks which abut the Premises and shall assume responsibility for failure to do so. WPBC acknowledges that City shall not have any snow or ice removal responsibilities relative to the sidewalks which abut the Premises.

10.5 Repairs for WPBC Negligence, Vandalism, or Misuse. WPBC shall assume all responsibility for any repairs to any portion of the Premises necessitated by the negligence, vandalism, misuse, or other acts on any portion of the Premises by WPBC or WPBC’s Agents.

10.6 Security. WPBC shall properly secure the Premises. WPBC’s security obligations do not cease until this Agreement is terminated, WPBC completely vacates the Premises, and WPBC receives written notification from City that City has assumed security

responsibilities. WPBC acknowledges that City shall not have any security obligations relative to the Premises and the Use of the Premises.

10.7 No Alcoholic Beverages or Drugs. WPBC agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Premises.

10.8 Illegal Activity. Neither WPBC nor WPBC's Agents shall perform or permit any practice that is injurious to the Premises or unreasonably disturbs neighbors, is illegal, or increases the rate of insurance on the Premises.

10.9 Hazardous Substances. WPBC shall not use or store any Hazardous Substances (defined below) on the Premises. WPBC shall promptly notify the City if WPBC discovers any Hazardous Substances on the Premises. As used in this Agreement, the term "**Hazardous Substances**" shall mean any toxic substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws (as defined hereunder), or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, polychlorinated biphenyls (PCBs), crude oil, any fraction thereof, or refined petroleum products such as oil, gasoline, or other petroleum-based fuels, lead paint, asbestos or asbestos-containing materials, urea formaldehyde, any radioactive material or by-product material, radon and mold. "**Environmental Laws**" shall mean any and all Laws, permits and other requirements or guidelines of governmental authorities applicable to the Premises and relating to the regulation and protection of human health, safety, the environment, natural resources or to any Hazardous Substances, including without limitation, any Laws requiring the filing of reports and notices relating to Hazardous Substances.

10.10 Permits. For any activity which WPBC desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by WPBC prior to using the Premises for such activity. The Department of Planning and Development and the Department of Fleet and Facility Management must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a material breach of the terms of this Agreement. WPBC understands that this Agreement shall in no way act as a substitute for any other permitting or approvals that may be required to undertake any activities on the Premises.

10.11 Full Liability. WPBC assumes full legal and financial responsibility and liability for any and all use of the Premises by WPBC, WPBC's Agents, third parties, and any other person, persons, or entities entering the Premises during the term and during any Holding Over.

10.12 Condition at Termination. Upon the termination of this Agreement, WPBC shall surrender the Premises to the City in the same or better condition to the condition of the Premises at the beginning of WPBC's occupancy of the Premises. WPBC shall remove all equipment and/or materials placed on the Premises by WPBC or anyone acting by or under WPBC. Said removal shall be without cost to City. At termination of the Agreement City may declare that any fencing that WPBC or WPBC's Agents may have installed shall become the property of City without further credit, payment, or reimbursement by City to WPBC.

10.13 Usage Restrictions. WPBC shall not charge a fee for use or access to the Premises. WPBC shall schedule all use of the Premises in fair and non-discriminatory basis. WPBC shall not use the Premises before 10:00 AM or after sun down. WPBC shall ensure that WPBC's Use shall not create excessive noise, disruptions, or otherwise interfere or conflict with the residential and commercial nature of the area. In the event that City, in City's sole and exclusive opinion, determines that WPBC's access to the Premises creates a nuisance for the area City may, in addition to City's rights under Section 9.10 and 9.12 hereinabove, immediately suspend WPBC's access to the Premises until such time as WPBC has eliminated such nuisance to City's satisfaction.

10.14 No Other Rights. This Agreement does not give WPBC any other right with respect to the Premises. Any rights not specifically granted to WPBC by and through this Agreement are reserved exclusively to City. Execution of this Agreement does not obligate City in any manner and City shall not be responsible for undertaking any additional duties or services.

10.15 Future Site Development. WPBC understands that City's Department of Planning and Development and/or its successor department may actively market the Premises to other parties for disposition. City is under no obligation to market the site to WPBC. In the event of such sale, WPBC's sole remedy is to vacate the Premises. City is under no obligation to provide WPBC with alternative locations.

10.16 Non-Discrimination. WPBC agrees that WPBC shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, immigration status, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises or any part thereof. WPBC shall not use the Premises for any religious activities.

10.17 Economic Disclosure Statement Affidavit Updates. Throughout the Term and during any Holding Over, WPBC shall provide City with any material updates to the information previously submitted in WPBC's Economic Disclosure Statement and Affidavit. City may also request such updates from time to time. Failure to provide such information on a timely basis shall constitute a default under this Agreement.

## **SECTION 12. WPBC DISCLOSURES AND REPRESENTATIONS**

12.1 Business Relationships. WPBC acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any

transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. WPBC hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

12.2 Patriot Act Certification. WPBC represents and warrants that neither WPBC nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment, the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to WPBC that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with WPBC, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

12.3 Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. WPBC agrees that WPBC, any person or entity who directly or indirectly has an ownership or beneficial interest in WPBC of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, WPBC's contractors (i.e., any person or entity in direct contractual privity with WPBC regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (WPBC and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by WPBC, (ii) while this Agreement or any Other Contract is executory, (iii) during the Term of this Agreement or any Other Contract between WPBC and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

WPBC represents and warrants that from the date the City approached the WPBC or the date WPBC approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

WPBC agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

WPBC agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Notwithstanding anything to the contrary contained herein, WPBC agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If WPBC intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Agreement, the City may elect to decline to lease the Premises to WPBC or to terminate the Agreement after execution.

For purposes of this provision:

“Bundle” means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

“Other Contract” means any other agreement with the City of Chicago to which WPBC is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are “Domestic Partners” if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
  - 1. The partners have been residing together for at least 12 months.

2. The partners have common or joint ownership of a residence.
3. The partners have at least two of the following arrangements:
  - a. joint ownership of a motor vehicle;
  - b. a joint credit account;
  - c. a joint checking account;
  - d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

12.4 Waste Ordinance Provisions. In accordance with Section 11-4-1600 (e) of the Municipal Code of Chicago, WPBC warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, WPBC's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner of the Department of Planning and Development. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit WPBC's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the WPBC's eligibility for future contract awards.

12.5 Failure to Maintain Eligibility to do Business with City. Failure by WPBC or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement and the transactions contemplated thereby. WPBC shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

12.6 Cooperation with Inspector General and Legislative Inspector General. In accordance with Chapter 2-26-110 et seq. of the Municipal Code, the WPBC acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Office of the Inspector General and the Office of the Legislative Inspector General in connection with any activities undertaken by such office with respect to this Agreement, including, without limitation, making available to the Office of the Inspector General and the Office of the Legislative Inspector General the Premises, equipment, personnel, books, records and papers. The WPBC agrees to abide by the provisions of Chapter 2-26-110 et seq.

12.7 2011 City Hiring Plan Prohibitions.

(i) The City is subject to the June 24, 2011 “City of Chicago Hiring Plan” (the “2011 City Hiring Plan”) entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) WPBC is aware that City policy prohibits City employees from directing any individual to apply for a position with WPBC, either as an employee or as a subcontractor, and from directing WPBC to hire an individual as an employee or as a subcontractor. Accordingly, WPBC must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by WPBC under this Agreement are employees or subcontractors of WPBC, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by WPBC.

(iii) WPBC will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual’s political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual’s political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to WPBC by a City employee or City official in violation of Section 12.7(ii) above, or advocating a violation of Section 12.7(iii) above, WPBC will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City’s Office of the Inspector General (“IGO Hiring Oversight”), and also to the head of the relevant City Department utilizing services provided under this Agreement. WPBC will also cooperate with any inquiries by IGO Hiring Oversight related to the Agreement.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Commencement Date.

**CITY:**

**CITY OF CHICAGO,**  
an Illinois Municipal Corporation and Home Rule Unit of Government

**DEPARTMENT OF PLANNING AND DEVELOPMENT**

By: \_\_\_\_\_  
**Commissioner**

**DEPARTMENT OF FLEET AND FACILITY MANAGEMENT**

By: \_\_\_\_\_  
**Commissioner**

APPROVED AS TO FORM AND LEGALITY:  
BY: THE DEPARTMENT OF LAW

By: \_\_\_\_\_  
Deputy Corporation Counsel  
Real Estate Division

**WPBC:**

**THE WICKER PARK BOCCE CLUB LLC,**  
an Illinois Limited Liability Company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**2100 South Halsted Street  
Wicker Park Bocce Club, LLC**

**SECTION 2:** This Ordinance shall be effective from and after the date of its passage and approval.

**EXHIBIT A**

**LEGAL DESCRIPTION OF PREMISES**

*(Subject to Final Survey and Title Commitment)*

**LOT 1 IN WALSH'S SUBDIVISION OF BLOCK 27 OF WALSH AND MCMULLEN'S  
SUBDIVISION OF THE SOUTH ¾ OF THE SOUTHEAST ¼ OF SECTION 20,  
TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY ILLINOIS**

PIN#: 17-20-445-019

Common Address: 2100 South Halsted Street

CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable

WICKER PARK BOCCIE CLUB, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant

OR

2.  a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: \_\_\_\_\_

OR

3.  a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: \_\_\_\_\_

B. Business address of the Disclosing Party:

1929 W CRYSTAL ST UNIT 1A  
CHICAGO IL 6062

C. Telephone: 407-701-0883 Fax: \_\_\_\_\_

Email: ALICIAN HARVEY@gmail.com

D. Name of contact person: ALICIA HARVEY

E. Federal Employer Identification No. (if you have one): \_\_\_\_\_

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable)

Lease of 2100 S Halsted

G. Which City agency or department is requesting this EDS? Dept of Housing and

Economic Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # NA and Contract # \_\_\_\_\_

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:
- Person
  - Publicly registered business corporation
  - Privately held business corporation
  - Sole proprietorship
  - General partnership
  - Limited partnership
  - Trust
  - Limited liability company
  - Limited liability partnership
  - Joint venture
  - Not-for-profit corporation  
(Is the not-for-profit corporation also a 501(c)(3))?  
 Yes  No
  - Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:  
Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?  
 Yes  No  N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.  
**NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).  
 If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.  
**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Alicia Harvey	PRESIDENT/Managing Member
BEN TUDOR	CFO
ALEX GARA	Vice-President

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
ALICIA HARVEY	1501 N Bell Unit 1	34%
BEN TUDOR	Chicago IL 60622	33%
ALEX GARA		33%

**SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes                       No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

ALICIA HARVEY worked as a volunteer for Alderman Joe Moreno

**SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
--	------------------	--	---

NA

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes       No       No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes       No

**B. FURTHER CERTIFICATIONS**

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but *have not been prosecuted for such conduct; or*
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

\_\_\_\_\_  
NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

\_\_\_\_\_  
NA  
\_\_\_\_\_

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

\_\_\_\_\_  
NA  
\_\_\_\_\_

### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

\_\_\_\_\_  
NA  
\_\_\_\_\_

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

**D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name

Business Address

Nature of Interest

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4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

~~1~~ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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## SECTION VI – CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

**NOTE:** If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

### A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question 1. or 2. above, please provide an explanation:

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SECTION VII – ACKNOWLEDGMENTS, CONTRACT INCORPORATION,  
COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available online at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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