



# City of Chicago



O2021-1646

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 4/21/2021

**Sponsor(s):** Lightfoot (Mayor)

**Type:** Ordinance

**Title:** Intergovernmental agreement with Chicago Board of Education and Public Building Commission of Chicago regarding sale of property at 9207 S Phillips Ave to Chicago Youth Centers for use as early childhood, after school, summer and community center

**Committee(s) Assignment:** Committee on Housing and Real Estate

## ORDINANCE

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq.; and

WHEREAS, the Public Building Commission of Chicago (the "PBC") is the owner in trust for the Board of certain real property located at 9207 South Phillips Avenue (improved with the former Kate S. Buckingham School) as legally described on Exhibit A (the "Property"); and

WHEREAS, pursuant to the City's request the Board is conveying the Property to the City; and

WHEREAS, pursuant to Board Report Number 21-0324-OP1, adopted by the Board on March 24, 2021, the Board authorized the PBC to convey the Board's interest in the Property to the City subject to the conditions set forth in the Board Report; and

WHEREAS, the City Council finds that it is necessary or convenient to acquire the Property from the Board; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, authorizes state and local governing bodies to cooperate in the performance of their responsibilities by contracts and other agreements; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., similarly authorizes public agencies, including units of local government and school districts, to contract with one another to perform any governmental service, activity or undertaking; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq., authorizes and provides for municipalities to convey, grant or transfer real estate held by the municipality to any other municipality upon the agreement of the corporate authorities governing the respective parties; and

WHEREAS, on March 18, 2021, the Chicago Plan Commission ("CPC") approved the acquisition of the Property from the Board; and

WHEREAS, the Department of Planning and Development (the "Department" or "DPD") has recommended that the City Council of the City (the "City Council") approve the acquisition of the Property; and

WHEREAS, Chicago Youth Centers, an Illinois not-for-profit corporation ("CYC"), has proposed to acquire the Property for \$1.00 from the City for the rehabilitation and reuse of the school building for early childhood programming, school age after school and summer programming and/or as a community center; and

WHEREAS, on March 18, 2021, CPC approved the sale of the Property to CYC; and

WHEREAS, the Department has recommended that the City Council approve the sale of the Property to CYC for the price and purpose set forth above; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. It is hereby determined and declared and found that it is useful, desirable and necessary that the City acquire the Property.

SECTION 3. The City's acquisition of the Property from the Board for \$1.00 is hereby approved. The Department is hereby authorized to accept on behalf of the City a deed of conveyance from the Board and/or the PBC for the Property, subject to the conditions in Board Report Number 21-0324-OP1 and approval of the Corporation Counsel.

SECTION 4. The City's sale of the Property to CYC for \$1.00 is hereby approved, subject to CYC providing (1) proof of financing and (2) building permits for the proposed project to the satisfaction of the Department. The Mayor or her proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to CYC, or to a land trust of which CYC is the sole beneficiary, or to a business entity of which CYC is the sole controlling party. Without limiting the quitclaim nature of such deed, such conveyance shall be subject to: (i) standard exceptions in an ALTA insurance policy; (ii) general real estate taxes and any special assessments or other taxes; (iii) easements, encroachments, covenants, restrictions and liens of record and not shown of record; (iv) such other title defects as may exist; (v) any and all exceptions caused by acts of CYC or its agents; and (vi) the restriction that the Property may not be used as a K-12 Charter School.

Such conveyance also shall be subject to the following conditions and covenants, in substantially the form set forth below, which are a part of the consideration for the Property and which are to be taken and construed as running with the land and binding on CYC and its successors and assigns:

FIRST: CYC must comply with the requirements of Exhibits B, C and D hereto.

SECOND: CYC acknowledges and agrees that the Property is being conveyed, and CYC accepts the Property, in its "as is," "where is" and "with all faults" condition without any covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. CYC, on behalf of herself/himself/themselves/itself (as applicable) and hers/his/their/its (as applicable) successors and assigns, shall release, relinquish and forever discharge the City, the Board and the PBC their officers, employees, agencies, departments and officials, from and against any and all claims, causes of action, demands, legal or administrative proceedings, losses, damages, liabilities, judgments, amounts paid in settlement, interest, fines, penalties, costs and expenses (including, without limitation, reasonable-attorney's-fees and expenses and court costs)-based upon, arising out of or in any way connected with, directly or indirectly, the structural, physical or environmental condition of the Property. The foregoing covenant of release is part of the consideration for the Property and shall run with the land and bind CYC and CYC successors and assigns.

**THIRD:** CYC shall own, use, operate and maintain the rehabilitated school building for early childhood programming, school age after school and summer programming and/or as a community center for not less than 10 years from the issuance of a certificate of completion as described below (unless the City consents otherwise in advance in writing in its sole discretion).

**FOURTH:** CYC, at the request of the City of Chicago, covenants to execute and deliver to the City a reconveyance deed to the Property to evidence reversion of title upon CYC's failure to meet any or all of the foregoing conditions and covenants. This right of reversion and re-entry shall terminate upon the issuance and recordation of a certificate of completion, release or similar instrument by the City of Chicago. The City's issuance of a certificate of completion shall be subject to: (1) the issuance of a certificate of occupancy for the rehabilitated school building; (2) the issuance of all necessary licenses for the operation of the building for the above-listed uses; (3) the issuance of a no further remediation letter for the Property (if applicable); and (4) confirmation by the City of CYC's compliance with the requirements of Exhibits C and D hereto.

**FIFTH:** The Property may not be used as K-12 Charter School. This use restriction and covenant shall be set forth in the deed and shall run with the land. The City may not release this restriction without the Board's written consent and approval.

**SECTION 4.** If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

**SECTION 5.** All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 6.** This ordinance shall take effect immediately upon its passage and approval.

Exhibit A, The Property

PROPERTY: FORMER KATE S. BUCKINGHAM SCHOOL

ADDRESS: 9207 S. PHILLIPS AVE., CHICAGO, ILLINOIS 60617

PINS: 26-06-308-001 AND 26-06-308-036

LEGAL DESCRIPTION:

LOTS 29 TO 46 BOTH INCLUSIVE, IN BLOCK 6 IN SOUTH CHICAGO HEIGHTS, A SUBDIVISION OF WEST 1/2 OF SOUTH WEST 1/4 OF SECTION 6 NORTH OF INDIAN BOUNDARY LINE TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS.

USE RESTRICTION:

THE PROPERTY MAY NOT BE USED AS A K-12 CHARTER SCHOOL.

## Exhibit B, Environmental Requirements

### 1. Definitions:

a. "Draft NFR Letter" means a draft comprehensive residential "No Further Remediation" Letter issued by the IEPA for the Property based on TACO residential remediation objectives, as amended or supplemented from time to time. The Draft NFR Letter shall state that the Property meets TACO remediation objectives for residential properties and the construction worker exposure route as set forth in 35 Ill. Adm. Code Part 742, as amended or supplemented from time to time, but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

b. "Environmental Laws" means any and all Laws relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated under such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and the common law, including, without limitation, trespass and nuisance.

c. "Environmental Remediation Work" shall mean all investigation, sampling, monitoring, testing, reporting, removal (including, excavation, transportation and disposal), response, storage, remediation, treatment and other activities necessary for the performance of the Project, all in accordance with all requirements of IEPA, and all applicable Laws, including, without limitation, all applicable Environmental Laws.

d. "Final NFR Letter" means a final comprehensive residential "No Further Remediation" letter issued by the IEPA approving the use of the Property for the construction, development and operation of the Project in accordance with the site plan approved by the City and the terms and conditions of the SRP Documents, as amended or supplemented from time to time. The contaminants of concern associated with the Final NFR Letter shall include volatile organic compounds, polynuclear aromatic hydrocarbons and Resource Conservation and Recovery Act 8 metals. The Final NFR Letter shall state that the Property meets TACO Tier 1 remediation objectives for residential properties and the construction worker exposure route as set forth in 35 Ill. Adm. Code Part 742, as amended or supplemented from time to time, but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

e. "Hazardous Substances" means and includes (i) a characteristic waste, which exhibits one or more of four characteristics defined in 40 CFR Part 261 Subpart C, (ii) any other material, substance or waste that must be removed according to 35 IAC 742.305, and (iii) underground storage tanks and related petroleum or otherwise contaminated soils limited only to material exceeding soil attenuation/saturation limits or material meeting RCRA hazardous waste criteria.

f. "Losses" means any and all debts, liens (including, without limitation, lien removal and bonding costs), claims, actions, suits, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses, costs of investigation, and court costs).

g. "TACO" means the Tiered Approach to Corrective Action Objectives codified at 35 Ill. Adm. Code Part 742 et seq.

2. The City, the Board and the PBC make no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the property or the suitability of the property for any purpose whatsoever. CYC acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the property and accepts the risk that any inspection may not disclose all material matters affecting the property. CYC agrees to accept the property in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at closing, with all faults and defects, latent or otherwise, and the City, the Board and the PBC have not made and do not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to CYC, with respect to the structural, physical or environmental condition of the value of the property, its compliance with any statute, ordinance or regulation, or its habitability, suitability, merchantability or fitness for any purpose whatsoever. CYC acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City, the Board and the PBC or their agents or employees with respect thereto. CYC agrees that it is its sole responsibility and obligation to perform at its expense any environmental remediation work and take such other action as is necessary to put the property in a condition which is suitable for its intended use.

3. CYC, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under them (collectively, the "CYC Parties"), hereby releases, relinquishes and forever discharges the City, the Board and the PBC, their officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all Losses which CYC ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of the conveyance of the Property from the City to CYC (the "Closing Date"), based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, ~~pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Materials, or threatened release, emission or discharge of Hazardous Materials;~~ (ii) the structural,

physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Materials in, on, under or about the Property or the migration of Hazardous Materials from or to other Property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"); provided, however, the foregoing release shall not apply to the extent such Losses are proximately caused by the gross negligence or willful misconduct of the Indemnified Parties following the Closing Date. Furthermore, CYC shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the Indemnified Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of CYC Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims, except as provided in the immediately preceding sentence for the City's or an Indemnified Parties' gross negligence or willful misconduct following the Closing Date. CYC Parties waive their rights of contribution and subrogation against the Indemnified Parties.

4. The covenant of release in Sections 2 and 3 above shall run with the Property, and shall be binding upon all successors and assigns of CYC with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through CYC following the Closing Date. CYC acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City, the Board and the PBC to convey the Property, and that, but for such release, the City, the Board and the PBC would not have agreed to convey the Property to CYC. It is expressly agreed and understood by and between CYC, the City, the Board and the PBC that, should any future obligation of CYC or CYC Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, CYC and any of CYC Parties shall not assert that those obligations must be satisfied in whole or in part by any of the Indemnified Parties (City, the Board or PBC) because Section 3 contains a full, complete and final release of all such claims, except as provided in such section for an Indemnified Party's gross negligence or willful misconduct following the Closing Date.

5. Section 5 shall survive the Closing Date.

a. City shall grant CYC a right of entry, in the City's customary form and subject to City's receipt from CYC of required documentation (e.g., evidence of insurance and an Economic Disclosure Statement and Affidavit that is current as of the date of the right of entry), in order for CYC to perform or cause to be performed any structural, physical and environmental inspections of the Property as CYC deems necessary; provided, however, City shall have the right to review and approve the scope of work. The City reserves the right to reject any structural, physical and/or environmental inspection reports, including, but not limited to any Phase I or Phase II-environmental-site-assessment reports; submitted to the City and conducted on the Property without a fully executed right-of-entry.



b. CYC acknowledges that City is not liable for, or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Property made or furnished by any real estate agent, broker, employee, or other person representing or purporting to represent the City, the Board or the PBC including, without limitation, with respect to the physical condition, size, zoning, income potential, expenses or operation thereof, the uses that can be made of the same or in any manner or thing with respect thereof.

c. Environmental Remediation:

i. Prior to renovation of the building, CYC must obtain a hazardous materials survey and develop an abatement plan, if deemed necessary by the City, and its final Working Drawings and Specifications must be consistent with such abatement plan. Lead-based paint and asbestos abatement must be completed in accordance with all local, state and federal regulations and, as required by the City, CYC must develop and either implement or cause to be implemented an operations and maintenance plans for any regulated materials to be left in place.

ii. CYC provided the City with a Phase I Environmental Site Assessment (ESA) compliant with ASTM E-1527 for the Property prior to the conveyance of the Property. The Phase I ESA must be dated within 180 days prior to Closing or an updated report will be required.

The Phase I ESA did not identify any Recognized Environmental Conditions ("RECs") in connection with the Property; however, a potential fill pipe for an underground storage tank ("UST") was observed. CYC shall conduct a geophysical survey (i.e., electromagnetic and ground penetrating radar survey) to detect and identify potential buried metallic objects that may represent a UST or other similar object that could adversely affect the on-site material. The following steps should be taken dependent on the results of the geophysical survey:

1. No anomalies identified – If no anomalies indicative of a UST or a disturbance in the soil associated with tank removal are identified, further investigation is not required.

2. Potential UST – If an anomaly indicative of a UST is identified, an investigation (i.e., test pits) to determine the presence or absence of the tank shall be conducted. If a UST is present, the tank shall be removed and closed in accordance with applicable regulations, including Title 41 of Illinois Administration Code ("IAC") Part 175, and any identified leaking USTs must be properly addressed in accordance with 35 IAC Part 743.

3. Disturbed Soil – If an anomaly indicative of disturbed soil that may be associated with the removal of a UST is observed, limited sampling may be required to determine if the soil and/or groundwater was negatively impacted by a former UST.

- d. If a leaking UST ("LUST") is identified during tank removal activities or if soil samples identify contamination above the residential remediation objectives, as determined by Title 35 IAC Part 742, CYC must enroll the Property in the Site Remediation Program (SRP).

If CYC is required to enroll the Property in the SRP, then CYC shall undertake all Environmental Remediation Work that may be needed on the Property promptly after the Closing in order to obtain a Draft Comprehensive Residential No Further Remediation Letter and shall obtain such Draft Comprehensive Residential No Further Remediation Letter. The contractors selected by CYC, and the terms of the contract must be approved by the City, prior to the commencement of any Environmental Remediation Work on the Property. CYC shall be solely responsible for all site preparation costs, including, but not limited to, the removal of pre-existing building foundations, soil exceeding residential remediation objectives as determined by Title 35 IAC Part 742, and demolition debris, and the removal, disposal, storage, remediation, removal, or treatment of Hazardous Substance from the Property.

The City, acting through its Department of Assets, Information, and Services, and any successor department thereto ("AIS") shall have the right to review and approve the Draft NFR Letter, if a Draft NFR is required.

After AIS approves the Draft NFR Letter, CYC covenants and agrees to complete all Environmental Remediation Work necessary to obtain (as applicable) a Final NFR Letter. The Final NFR Letter may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report (collectively, the "SRP Documents") and any changes thereto. CYC shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. CYC shall bear sole responsibility for all aspects of the Environmental Remediation Work and any other investigative and cleanup costs associated with the Property. CYC shall promptly transmit to the City copies of all SRP Documents prepared or received after the date hereof, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies with respect to the Environmental Remediation Work.

CYC acknowledges and agrees that the City will not issue a Certificate of Completion for the Project until the IEPA has issued, and the City has approved, a Final NFR Letter for the Property, if a Final NFR Letter was required by the terms of this Agreement.

CYC further acknowledges and agrees that the City will not issue a certificate of occupancy for the Property until the IEPA has issued, and the City has approved, a Final NFR Letter for the Property, if a Final NFR Letter was required for the Property by the terms of this Agreement.

CYC must abide by the terms and conditions of the Final NFR Letter, if a Final NFR Letter was required.

### Exhibit C, City Resident Employment Requirement

(a) CYC agrees, and shall contractually obligate each of its various contractors, subcontractors and any affiliate of CYC operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that during the rehabilitation of the Property, CYC and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code (at least fifty percent); provided, however, that doing so does not violate a collective bargaining agreement of CYC or an Employer and that in addition to complying with this percentage, CYC and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

(b) CYC and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.

(c) "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

(d) CYC and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the rehabilitation of the Property. CYC and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) CYC and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) to DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that CYC or Employer hired the employee should be written in after the employee's name.

(f) CYC and the Employers shall provide full access to their employment records to the chief procurement officer, DPD, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. CYC and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

(g) At the direction of DPD, CYC and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

~~(h) Good faith efforts on the part of CYC and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement~~

officer) shall not suffice to replace the actual, verified achievement of the requirements of this Exhibit C concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that CYC or an Employer failed to ensure the fulfillment of the requirements of this Exhibit C concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Exhibit C. If such non-compliance is not remedied, 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Property rehabilitation budget shall be surrendered by CYC to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject CYC and/or the other Employers or employees to prosecution.

(j) Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

(k) CYC shall cause or require the provisions of this Exhibit C to be included in all construction contracts and subcontracts related to the rehabilitation of the Property.

## Exhibit D, Developer's MBE/WBE Commitment

CYC agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree, that during the rehabilitation of the Property:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Exhibit D, during the course of rehabilitation of the Property, at least 26% of the aggregate hard construction costs, together with related soft costs, shall be expended for contract participation by minority-owned businesses and at least 6% of the aggregate hard construction costs, together with related soft costs, shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Exhibit D only:

(i) CYC (and any party to whom a contract is let by CYC in connection with the rehabilitation of the Property) shall be deemed a "contractor" and this deed (and any contract let by CYC in connection with the rehabilitation of the Property) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

(ii) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, CYC's MBE/WBE commitment may be achieved in part by CYC's status as an MBE or WBE (but only to the extent of any actual work performed on the rehabilitation of the Property by CYC) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the rehabilitation of the Property by the MBE or WBE); by CYC utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the rehabilitation of the Property by the general

contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the rehabilitation of the Property to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the rehabilitation of the Property from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to CYC's MBE/WBE commitment as described in this Exhibit D. In accordance with Section 2-92-730, Municipal Code, CYC shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DPD.

(d) CYC shall deliver quarterly reports to the City's monitoring staff during the rehabilitation of the Property describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by CYC or the general contractor to work on the rehabilitation of the Property, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the rehabilitation of the Property, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining CYC's compliance with this MBE/WBE commitment. CYC shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the rehabilitation of the Property for at least five (5) years after completion of the rehabilitation of the Property, and the City's monitoring staff shall have access to all such records maintained by CYC, on prior notice of at least five (5) business days, to allow the City to review CYC's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the rehabilitation of the Property.

(e) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if the disqualified party misrepresented such status, CYC shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

(f) Any reduction or waiver of CYC's MBE/WBE commitment as described in this Exhibit D shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.



CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT  
Related to Contract/Amendment/Solicitation  
EDS # 160166

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting the EDS:

Chicago Youth Centers

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

218 S. Wabash, Suite 510  
Chicago, IL 60604  
United States

C. Telephone:

312-913-1700

Fax:

312-913-1800

D. Name of contact person:

Kari Lusk-Basick

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

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Transfer of Kate Buckingham School



G. Which City agency or department is requesting this EDS?

DEPT OF PLANNING AND DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

Yes

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

### B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

**Officer/Director:** Jacob Beidler

**Title:** Board Chair

**Role:** Director  
 -----  
**Officer/Director:** Charles Denison  
**Title:**  
**Role:** Director  
 -----  
**Officer/Director:** Eugene DeRamus  
**Title:**  
**Role:** Director  
 -----  
**Officer/Director:** John Hillman  
**Title:**  
**Role:** Director  
 -----  
**Officer/Director:** Craig Jeffrey  
**Title:**  
**Role:** Director  
 -----  
**Officer/Director:** Gordon Lang Jr  
**Title:**  
**Role:** Director  
 -----  
**Officer/Director:** Steven Weinstein  
**Title:**  
**Role:** Director  
 -----  
**Officer/Director:** Edward Wiertel Jr  
**Title:**  
**Role:** Director  
 -----  
**Officer/Director:** Henry Wisniewski  
**Title:**  
**Role:** Director  
 -----  
**Officer/Director:** Kari Lusk-Basick  
**Title:** Chief Financial Officer  
**Role:** Officer  
 -----  
**Officer/Director:** Dixie Adams  
**Title:**  
**Role:** Director  
 -----  
**Officer/Director:** Richard G. Baer Jr

**Title:**  
**Role:** Director  
-----  
**Officer/Director:** Judy Macior  
**Title:**  
**Role:** Director  
-----  
**Officer/Director:** William Kelley Jr  
**Title:**  
**Role:** Director  
-----  
**Officer/Director:** Philip Doherty  
**Title:** Treasurer  
**Role:** Director  
-----  
**Officer/Director:** Daniel Feeney  
**Title:** Secretary  
**Role:** Director  
-----  
**Officer/Director:** Eric Gorman  
**Title:**  
**Role:** Director  
-----  
**Officer/Director:** Anna Wermuth  
**Title:**  
**Role:** Director  
-----  
**Officer/Director:** Cathy Main  
**Title:**  
**Role:** Director  
-----  
**Officer/Director:** Amy Weiss-Narea  
**Title:**  
**Role:** Director  
-----  
**Officer/Director:** Kristin Krogstie  
**Title:**  
**Role:** Director  
-----  
**Officer/Director:** Daniel Weber  
**Title:**  
**Role:** Director  
-----

**Officer/Director:** Matty de Castro

**Title:**

**Role:** Director

---

**Officer/Director:** Laurie Epstein Lawton

**Title:**

**Role:** Director

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**Officer/Director:** Kathryn Swick

**Title:**

**Role:** Director

---

**Officer/Director:** Thomas Vander Veen

**Title:** Chair Emeritus

**Role:** Director

---

**Officer/Director:** Anne Doherty

**Title:**

**Role:** Director

---

**Officer/Director:** John Malusa

**Title:**

**Role:** Director

---

**Officer/Director:** Devin Maddox

**Title:**

**Role:** Director

---

**Officer/Director:** Jeffrey Heh

**Title:**

**Role:** Director

---

**Officer/Director:** Neal Sales-Griffin

**Title:**

**Role:** Director

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**Officer/Director:** Andrew Kletzing

**Title:**

**Role:** Director

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**Officer/Director:** Kevin Cherep

**Title:** President/CEO

**Role:** Officer  
 -----  
**Officer/Director:** Rachel Wandell  
**Title:** Chief Development Officer  
**Role:** Officer  
 -----  
**Officer/Director:** Gabor Balasa  
**Title:**  
**Role:** Director  
 -----  
**Officer/Director:** Lance Phillips  
**Title:**  
**Role:** Director  
 -----  
**Officer/Director:** Nicole Herweck  
**Title:**  
**Role:** Director  
 -----  
**Officer/Director:** Michelle Speller-Thurman  
**Title:**  
**Role:** Director  
 -----  
**Officer/Director:** David Baroni  
**Title:**  
**Role:** Director  
 -----  
**Officer/Director:** Mark Shulman  
**Title:**  
**Role:** Director  
 -----  
**Officer/Director:** JoAnna Simek  
**Title:**  
**Role:** Director  
 -----  
**Officer/Director:** Stephanie Galvan  
**Title:**  
**Role:** Director  
 -----  
**Officer/Director:** Scott Bachmann  
**Title:**  
**Role:** Director  
 -----  
**Officer/Director:** Deborah Spence-Cummings

**Title:**

**Role:** Director

-----  
1.a.5 Are there any members of the not-for-profit Disclosing Party which are legal entities?

No

### **SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS**

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

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

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), 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.

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.

-----  
1. Has the Disclosing Party retained or does it anticipate retaining any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

**Name:** John Caruso  
**Anticipated/  
Retained:** Retained  
**Business Address:** Kirkland & Ellis  
300 N. LaSalle  
Chicago, IL 60654 United States  
**Relationship:** Attorney  
**Fees  
(\$\$ or %):** 0.00  
**Estimated/Paid:** Estimated

---

3. Has the Disclosing Party retained or does it anticipate retaining any persons in connection with the Matter?

Yes

4. List below the names of all persons who are retained parties.

**Name:** John Caruso  
**Anticipated/  
Retained:** Retained  
**Business Address:** Kirkland & Ellis  
300 N. LaSalle  
Chicago, IL 60654 United States  
**Relationship:** Attorney  
**Fees  
(\$\$ or %):** 0.00  
**Estimated/Paid:** Estimated

---

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC 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 of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

## B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

This matter is not a contract handled by the Department of Procurement Services

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I certify the above to be true

3. 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, during the 5 years before 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 subparagraph (b) above;



- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before 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.

I certify the above to be true

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics).

I certify the above to be true

5. 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 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 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 subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

I certify the above to be true

6. Neither the Disclosing Party, nor any 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

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- 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.

I certify the above to be true

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I certify the above to be true

8. [FOR APPLICANT ONLY]

- i. Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant 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 MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

I certify the above to be true

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM")

I certify the above to be true

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/ subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

11. 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 date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. 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 \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

I have a disclosure to make

List below the names of all City recipients, who at any time during the 12-month period preceding the execution date of this EDS, have received a gift. Also include the description and value of the gift:

**City Recipient:** Greg Mitchell  
**Gift Description:** CYC's Annual Shake & Stir Cocktail Reception - Appetizers & Drink  
**Value of Gift:** \$50  
-----

**C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

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

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, 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?

No

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. 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.

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.

I can make the above verification

## **SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS**

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

## **SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION**

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 Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line 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 this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- 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 City transactions. 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 in, and appended to, this EDS may be made publicly available 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 MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

## **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%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC 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% 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?

No

## **APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

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% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416??

No

## **APPENDIX C-PROHIBITION ON WAGE & SALARY HISTORY SCREENING**

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

---

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

Yes

## **ADDITIONAL INFO**

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None .

List of attachments uploaded by vendor

None .

## **CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable appendices, are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 02/26/2021

Kari Lusk-Basick  
Chief Financial Officer  
Chicago Youth Centers

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

HS6



OFFICE OF THE MAYOR  
CITY OF CHICAGO

LORI E. LIGHTFOOT  
MAYOR

April 21, 2021

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the acquisition and sale of property located at 9207 South Phillips Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in black ink that reads "Lori E. Lightfoot".

Mayor



5533 NORTH BROADWAY  
CHICAGO, ILLINOIS 60640  
PHONE 773-784-5277  
E-MAIL: HARRY@48THWARD.ORG  
WEBSITE: WWW.48THWARD.ORG



CITY HALL- ROOM 300  
121 N. LASALLE STREET  
CHICAGO, ILLINOIS 60602  
PHONE: 312-744-6860  
WARD48@CITYOFCHICAGO.ORG

HARRY OSTERMAN  
48TH WARD

CHAIRMAN OF THE COMMITTEE ON HOUSING AND REAL ESTATE

**May 26, 2021**

**TO THE PRESIDENT AND MEMBERS OF CITY COUNCIL:**

Your Committee on Housing and Real Estate, for which a virtual meeting was held on May 18, 2021 was referred an ordinance from the **Department of Planning and Development for an Intergovernmental Agreement with the Chicago Board of Education and Public Building Commission to acquire 9207 S. Phillips Ave. to facilitate conditioned sales to Chicago Youth Centers (CYC) for development as early childhood, after-school, summer, and community programs center in the 7<sup>th</sup> Ward.**

**(O2021-1646)**

Having the same under advisement, begs leave to report and recommend that Your Honorable Body, **Pass** the proposed communication transmitted herewith.

The recommendation was **Passed** by the same roll call as was used to determine quorum in Committee.

Sincerely,

*Harry Osterman* (pcgs)

Harry Osterman, Chairman  
Committee on Housing and Real Estate

APPROVED

Celia Mays  
CORPORATION COUNSEL

DATED: 06/01/21

APPROVED

Jon E. Lightfoot (am)  
MAYOR

DATED: 06/01/21