



City of Chicago



O2022-2981

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/21/2022
Sponsor(s):	Lightfoot (Mayor)
Type:	Ordinance
Title:	Negotiated sale of City-owned vacant as-is parcels at 5216 W Ferdinand and 5223 W Ferdinand to Hand Club for Kids subject to environmental reporting, memorialized by deed covenant releases
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

September 21, 2022

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 ordinances authorizing the negotiated sale of City-owned properties.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Lori E. Lightfoot
Mayor

ORDINANCE

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

WHEREAS, the City is the owner of the real property located at 5216 W. Ferdinand Avenue (the "5216 W. Ferdinand Parcel"), and is seeking to acquire, pursuant to the foreclosure of a demolition lien, the real property located at 5223 W. Ferdinand Avenue (the "5223 W. Ferdinand Parcel"), Chicago, Illinois (PINs 16-09-120-031-0000 and 16-09-124-020-0000, respectively), which are legally described on **Exhibit A** attached hereto (collectively, the "Property"); and

WHEREAS, an appraisal report prepared by Byrnes & Walsh, LLC, states that the appraised fair market value, as of December 1, 2021, of the 5216 W. Ferdinand Parcel and of the 5223 W. Ferdinand Avenue Parcel are \$12,500 and \$12,000, respectively; and

WHEREAS, the aggregate appraised fair market value of the Property is \$24,500; and

WHEREAS, By the Hand Club for Kids, an Illinois not-for-profit corporation ("Grantee"), with a principal business address of 415 N. Laramie Avenue, Chicago, Illinois 60644, has offered to purchase the Property from the City for the sum of \$24,500; and

WHEREAS, Grantee has proposed to use the Property to expand its school campus to provide outdoor recreation space for its youth programming; and

WHEREAS, unless waived by the City, Grantee shall perform and provide the City with a Phase I Environmental Site Assessment ("Phase I ESA") compliant with ASTM E-1527-13 for the Property conducted, or updated, within 180 days prior to the conveyance of the Property. The City must be named in a reliance letter; and

WHEREAS, within ninety (90) days following the closing of the 5223 W. Ferdinand Parcel, Grantee must obtain a Limited Phase II Environmental Site Assessment ("Limited Phase II ESA") for the 5223 W. Ferdinand Parcel to address the recognized environmental conditions (RECs) identified in the Phase I ESA prepared by GreenSeal, Inc., and dated April 13, 2021, which RECs include solvent impacts on south and southeast adjoining properties, including a solvent vault at the southeast adjoining property (5216-5218 West Kinzie) from approximately 1975-2004. If the Limited Phase II ESA identifies contamination above residential remediation objectives as determined by 35 Ill. Admin. Code 742, then Grantee must enroll the Property in the Illinois Environmental Protection Agency ("IEPA") Site Remediation Program ("SRP") and must obtain and record a comprehensive residential No Further Remediation Letter; and

WHEREAS, the City shall have the right to review in advance and approve all environmental documents, if any, submitted by Grantee or its consultants to the IEPA under the SRP. Grantee shall promptly transmit to the City copies of all environmental documents prepared or received with respect to the remediation work performed at the Property, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies; and

WHEREAS, post-closing, Grantee must provide the City a reliance letter that names the

City as an authorized user for any future environmental site assessment reports relating to the Property and which are prepared while Grantee is in title to the Property; and

WHEREAS, by Resolution No. 22-033-21, adopted on July 21, 2022, the Chicago Plan Commission recommended that the City convey the Property to Grantee; and

WHEREAS, public notice advertising the City's intent to enter into a negotiated sale of the Property with Grantee and requesting alternative proposals appeared in the *Chicago Tribune*, a newspaper of general circulation, on May 25, and June 1 and 8, 2022; and

WHEREAS, no alternative proposals were received by the deadline indicated in the aforesaid notice; **now, therefore**,

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

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the 5216 W. Ferdinand Parcel to Grantee for the amount of Twelve Thousand Five Hundred Dollars (\$12,500) is hereby approved. Subject to the City's acquisition of the 5223 W. Ferdinand Parcel, the sale of the 5223 W. Ferdinand Parcel to Grantee for the amount of Twelve Thousand Dollars (\$12,000) is hereby approved. The Commissioner of the City's Department of Planning and Development, or any successor department thereto (the "DPD Commissioner"), or a designee of the DPD Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to the form and legality, to negotiate, execute and deliver such supporting documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance.

SECTION 3. The Mayor or her proxy is authorized to execute, and the City Clerk and Deputy City Clerk are each authorized to attest, one or more quitclaim deeds conveying the Property to Grantee, or to a land trust of which Grantee is the sole beneficiary, or to an entity of which Grantee is the sole owner and the controlling party. The quitclaim deed(s) shall be substantially in the form attached hereto as **Exhibit B**, with such revisions to the environmental requirements set forth in the deed(s) as the DPD Commissioner or the Commissioner of the City's Department of Assets, Information and Services may approve.

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 be in full force and effect immediately upon its passage and publication.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL 1:

LOT 24 AND THE EAST 3 FEET OF LOT 23 IN STEVEN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 16-09-120-031-0000

Commonly known as: 5216 W. Ferdinand Avenue, Chicago, Illinois 60644

PARCEL 2:

LOT 40 IN BLOCK 1 IN E.P. STEVENS ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 16-09-124-020-0000

Commonly known as: 5223 W. Ferdinand Avenue, Chicago, Illinois 60644

EXHIBIT B
FORM DEED

**QUITCLAIM DEED
(Vacant Land)**

(The Above Space for Recorder's Use Only)

THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b); COOK COUNTY ORDINANCE NO. 93-0-27(B); AND THE CHICAGO REAL PROPERTY TRANSFER TAX, MUNICIPAL CODE SECTION 3-33-060(B).

GRANTOR, CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government (the "Grantor" or "City"), for the consideration of Twenty-Four Thousand Five Hundred and No/100 Dollars (\$24,500.00) conveys and quitclaims all interest in the real property legally described and identified on Exhibit 1 attached hereto ("Property"), pursuant to an ordinance adopted by the City Council of the City ("City Council") on _____, 2022, and published in the Journal of Proceedings of the City Council for such date at pages _____ through _____, to **BY THE HAND CLUB FOR KIDS** ("Grantee"), an Illinois not-for-profit corporation, with a principal business address of 415 N. Laramie Avenue, Chicago, Illinois 60644.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents. In addition, this conveyance is expressly subject to the following conditions and covenants 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 Grantee and Grantee's successors and assigns:

FIRST: Within ninety (90) days of the date of this deed, Grantee shall obtain a Limited Phase II ESA for the parcel at 5223 W. Ferdinand Avenue, Chicago, Illinois (the "5223 W. Ferdinand Parcel"), to address the recognized environmental conditions (RECs) identified in the Phase I ESA prepared by GreenSeal, Inc., and dated April 13, 2021, which RECs include solvent impacts on south and southeast

adjoining properties, including a solvent vault at the southeast adjoining property (5216-5218 West Kinzie) from approximately 1975-2004. If the Limited Phase II ESA identifies contamination above residential remediation objectives as determined by 35 Ill. Admin. Code 742, then Grantee must enroll the 5223 W. Ferdinand Parcel in the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP) and must obtain and record a comprehensive residential No Further Remediation Letter.

Grantee acknowledges and agrees that the City will not permit occupancy of any portion of the Property until Grantee has recorded the comprehensive residential No Further Remediation Letter, if required.

For purposes of this covenant **FIRST:**

“Environmental Laws” means all Laws (as defined below) 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. (“CERCLA”), 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.

“Laws” means any and all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

“Remediation Work” means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to comply with the terms and conditions of the NFR letter dated November 23, 1998, and all applicable Laws, including, without limitation, all applicable Environmental Laws.

SECOND: The City makes 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. Grantee 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. Grantee hereby accepts the Property in its "AS IS", "WHERE IS" and "WITH ALL FAULTS" condition, with all faults and defects, latent or otherwise, and the City has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to Grantee, 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. Grantee 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 or its agents or employees with respect thereto. Grantee agrees that it is its sole responsibility and obligation to perform at its expense any Remediation Work and take such other action as is necessary to put the Property (or any portion thereof) in a condition which is suitable for its intended use

Grantee acknowledges and agrees 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 (or any portion thereof) made or furnished by any real estate agent, broker, employee, or other person representing or purporting to represent the City, 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.

THIRD: For purposes of this covenant Third, "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). Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under them (collectively, the "Grantee Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all Losses which the Grantee Parties 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 this deed, 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 City following the date of this deed. Furthermore, Grantee 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 the Grantee 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 gross negligence or willful misconduct following the date of this deed. The Grantee Parties waive their rights of contribution and subrogation against the Indemnified Parties.

This covenant of release numbered **THIRD** shall run with the Property, and shall be binding upon all successors and assigns of Grantee 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 Grantee following the date of this deed. Grantee acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to convey the Property, and that, but for such release, the City would not have agreed to convey the Property to Grantee. It is expressly agreed and understood by and between Grantee and the City that, should any future obligation of Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, Grantee and any of the Grantee Parties shall not assert that those obligations must be satisfied in whole or in part by the City, because this covenant numbered **THIRD** contains a full, complete and final release of all such claims, except as provided in such covenant for the City's gross negligence or willful misconduct following the date of this deed.

FOURTH: Grantee shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or any part thereof.

FIFTH: Grantee acknowledges that if Grantee (or its successors or assigns) develops the Property with a "residential housing project," as that term is defined in Section 2-44-085 of the Municipal Code of Chicago (the "Affordable Requirements Ordinance"), Grantee (or its successors or assigns) shall be obligated to comply with the Affordable Requirements Ordinance.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of the _____ day of _____, 2022.

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By: _____
Lori E. Lightfoot,
Mayor

ATTEST:

Andrea M. Valencia, City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Lori E. Lightfoot, personally known to me to be the Mayor of the City of Chicago (the “City”), and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as Mayor and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person’s free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2022.

Notary Public

THIS INSTRUMENT WAS
PREPARED BY:
Arthur Dolinsky, Senior Counsel
City of Chicago
Department of Law
Real Estate Division
121 North LaSalle Street, 600
Chicago, Illinois 60602

MAIL DEED AND SUBSEQUENT TAX BILLS
TO:
By the Hand Club for Kids
415 N. Laramie Avenue
Chicago, Illinois 60644
Attn: Executive Director

(sub) EXHIBIT 1 to Deed

Legal Description

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL 1:

LOT 24 AND THE EAST 3 FEET OF LOT 23 IN STEVEN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 16-09-120-031-0000

Commonly known as: 5216 W. Ferdinand Avenue, Chicago, Illinois 60644

PARCEL 2:

LOT 40 IN BLOCK 1 IN E.P. STEVENS ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 16-09-124-020-0000

Commonly known as: 5223 W. Ferdinand Avenue, Chicago, Illinois 60644



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 175490

SECTION I -- GENERAL INFORMATION

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

By The Hand Club For Kids

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

415 N Laramie Ave
Chicago, IL 60644-1907
United States

C. Telephone:

630-710-6081

Fax:

D. Name of contact person:

Alex Ferguson

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

By the Hand Club For Kids NFP, is proposing to acquire 5216 and 5223 W Ferdinand Property from the City

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: Mr. Tom Sawyer
Title: Board Chairman
Role: Officer

Officer/Director: Mr. Jonathan Banks
Title: Board Member
Role: Director

Officer/Director: Mr. James Fellowes
Title: Board Member
Role: Director

Officer/Director: Mr. Jose Gomez
Title: Board Member
Role: Director

Officer/Director: Ms. Nancy Hanson
Title: Board Member
Role: Director

Officer/Director: Ms. Sharon Hickey-Kozek
Title: Board Member
Role: Director

Officer/Director: Mrs. Christine Parker
Title: Board Secretary
Role: Officer

Officer/Director: Mr. Roy Patterson
Title: Board Member
Role: Director

Officer/Director: Mr. Gilbert Russell
Title: Board Member
Role: Director

Officer/Director: Mr. Mark Sauer
Title: Board Treasurer

Role:	Officer

Officer/Director:	Mr. Keith Searles
Title:	Board Member
Role:	Director

Officer/Director:	Ms. Carol Simpson
Title:	Board Vice Chairman
Role:	Officer

Officer/Director:	Mr. Travis Smith
Title:	Board Member
Role:	Director

Officer/Director:	Mrs. Donnita Travis
Title:	Executive Director
Role:	Both

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?

No

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

No

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).

I certify the above to be true

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 1 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.

None

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, 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), 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/ 08/25/2022

Alex Ferguson

Chief Operating Officer

By The Hand Club For Kids

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.