



City of Chicago

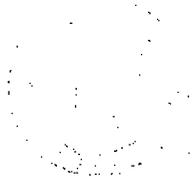


O2019-1528

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/13/2019
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Lease agreement with Baron Partnership Corp. for operation of Culver's Restaurant at 4301 W Chicago Ave
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2019

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

Ladies and Gentlemen:

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of government by virtue of the provisions 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, through its Department of Fleet and Facility Management ("DFFM"), is in the process of developing a new, state-of-the-art Joint Public Safety Training Academy (the "JPSTA") located at 4301 W. Chicago Avenue, Chicago, Illinois (the "Property") as part of the City's continued efforts to provide the best tools, technology and training for its first responders; and

WHEREAS, a secondary goal of the City's development of the JPSTA is to serve as an anchor for economic development in the community; and

WHEREAS, in furtherance of this secondary goal, the development of the Property includes a retail component; and

WHEREAS, Baron Partnership Corporation ("Tenant"), an Illinois corporation and African-American-owned franchisee of a Culver's Restaurant operates successful franchises elsewhere in the City and was attracted to the JPSTA campus because of the 1,500 first responders that will be in the area each day once the JPSTA is open; and

WHEREAS, DFFM has determined that it is in the City's best interests to enter into a lease with Tenant to open and operate a Culver's Restaurant at the Property (City as landlord), subject to the terms set forth in Exhibit A attached hereto (the "Term Sheet"); **now, therefore,**

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

SECTION 1. The recitals set forth above are incorporated herein by reference and made a part hereof.

SECTION 2. The Commissioner of DFFM or any successor department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a lease with Tenant substantially in accordance with the terms set forth in the Term Sheet, and such additional terms and conditions as shall be approved by the Commissioner, including, without limitation, indemnification. The Commissioner, or a designee of the Commissioner, is each hereby further authorized to negotiate, execute and deliver such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance.

SECTION 3. 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 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

EXHIBIT A

LEASE TERM SHEET – CULVER’S RESTAURANT

- Address:** 4301 W. Chicago Avenue
- Premises:** Newly constructed single-story restaurant building consisting of approximately 4,300 square feet (the “Building”) with an outdoor patio, a drive-thru to accommodate 10-12 cars, a parking lot for 50 vehicles and associated outdoor space on Lot 2 of the preliminary site plan attached hereto as **Schedule 1**. The Premises will front West Chicago Avenue and will include space for a monument sign along Chicago Avenue.
- Tenant:** Baron Partnership Corporation
609 Wysteria Drive
Olympia Fields, Illinois 60461
- Permitted Use:** Operation of Culver’s restaurant with drive-thru, which use may be modified with the City’s prior written consent.
- Minimum Operating Hours:** 10:00 a.m. to 10:00 p.m. Monday through Sunday.
- Restrictive Covenant:** During the term of the Lease, so long as and only if Tenant is operating a Culver’s restaurant at the Premises, the City agrees not to lease the restaurant to be constructed on the adjacent outlot to any tenant that operates a competing business (national restaurant chain with hamburger sales as its primary business) without Tenant’s prior written consent, which consent may be withheld in Tenant’s sole and absolute discretion. Tenant acknowledges and agrees that the foregoing restriction does not apply to Peach’s. Tenant further acknowledges and agrees that the foregoing restriction will terminate to the extent Tenant is not operating a Culver’s restaurant at the Premises.
- Initial Term:** 15 years from the Commencement Date
- Renewal Option:** Tenant shall have one (1) option to renew and extend for ten (10) years for a potential total Lease term of 25 years.

Commencement Date: The earlier of (i) the date Tenant opens to the public for business or (ii) one (1) month after substantial completion of the City's Work.

Rent: Years 1-5: \$10 per square foot of the Building
Years 6-15: \$15 per square foot of the Building
Years 16-25: \$15 per square foot of the Building, with annual increases of 2.5% for the remaining option years

Triple Net Lease All rent to be paid to City shall be absolutely net to City so that the Lease shall yield net to City the rent to be paid each month during the term of the Lease, and Tenant shall pay either directly or as reimbursement to City for all costs, expenses and obligations of every kind or nature whatsoever relating to the Premises which may arise or become due during the term of the Lease, including, without limitation, all costs and expenses of operation, maintenance, ownership, repairs (including capital repairs), replacements (including capital replacements), utilities, insurance and taxes (including real estate taxes and assessments) relating to the Premises.

Utilities: City shall deliver all utility services to the Premises adequate for Tenant's needs and provide separate meters for such utility services, including but not limited to, water, sewage, electricity, gas, grease trap and telephone.

Tenant shall pay for any connection charges at the Premises, security deposits required by such utility companies and charges for use of the utility services.

Taxes: Tenant shall pay when due any leasehold taxes assessed or levied on the Premises.

City's Work: The City shall construct, at its sole cost and expense, in accordance with Tenant's plans and specifications and in compliance with all applicable laws, codes and regulations: (a) the core and shell of the restaurant building for use as a Culver's restaurant seating approximately 104-128 indoors and 16 outdoors; (b) a parking lot for 50 vehicles; and (c) the interior work specified in **Schedule 2** attached hereto and incorporated herein. As used in this Term Sheet, the term "core and shell" means a structure with bare stud walls and unfinished floors.

City's Budget

In no event shall the City be obligated to spend more than \$1,000,000 for interior build-out, as outlined in Schedule 2. Tenant shall be responsible for any overage.

Tenant's Work:

Tenant shall install, at its sole cost and expense, all necessary furniture, fixtures, lighting and equipment and any Culver's brand specific items to operate the restaurant. These items include, without limitation, indoor and outdoor seating, painting, tiles, wall paper, light fixtures, awnings, and signage. Tenant is responsible for applying for and obtaining all necessary permits and approvals for Tenant's Work, signage and special use permit for the drive-thru.

Tenant Financing:

None

Assignment:

Tenant may not assign, sell, convey, encumber, transfer, or pledge the Lease or any of Tenant's interests therein, and Tenant may not sublet or license any portion of the Premises, without the prior written consent and approval of City. Tenant may not change, amend, modify, issue, sell, transfer, convey, encumber, or pledge (or permit to be changed, amended, modified, issued, sold, transferred, conveyed, encumbered, or pledged) any ownership, management, or voting right or interest in Tenant, by operation of law or otherwise, without the prior written consent and approval of City. Notwithstanding the foregoing, the City may not unreasonably withhold, condition or delay consent to assign the Lease to another Culver's operator, however, such assignment will not serve as a release of Tenant, unless the City expressly agrees to such release.

City Repairs:

The City shall not be required to maintain or make any improvements, replacements or repairs of any kind or character to the Premises during the Lease Term.

Tenant Repairs:

Tenant shall, at its sole cost and expense, keep in a neat, clean, and safe condition, and in good order, condition and repair, all parts of the Premises, including, but not limited to, the foundations, exterior walls and surfaces, roof, parking areas, landscaping, storefronts, windows, plate glass, doors, signage, heating, ventilating and air conditioning systems, electrical and plumbing systems servicing the Premises, down spouts, sprinkler systems, walls, floors and ceilings, and all other repairs, replacements, renewals and restorations, interior and exterior, except to the extent that the same may be covered under a

warranty which was given to the City.

Late Charge; Interest:

Any payment due under the Lease and not received by City on its due date shall bear interest at the rate of eighteen percent (18%) per annum on any such sums due Landlord from the due date to the date of actual receipt by Landlord of such sums; provided, however, that if it shall be unlawful to charge Tenant at such rate, then the interest rate thereon shall be reduced to the highest rate per annum chargeable to Tenant pursuant to law, until paid in full, and a late charge equal to 5% of such delinquent payment shall be paid by Tenant without notice or demand.

No Brokers:

City and Tenant represent and warrant to each other that neither City, nor Tenant, have been, or will be, represented by any broker in connection with the Lease, and no broker commission or finder's fee shall be payable as a result of the Lease.

Alterations:

No consent of City shall be required for the installation of any trade fixtures of Tenant that are not affixed to the Premises or other interior alterations so long as such alterations do not require a building permit and do not affect the exterior appearance of the building, structural portions of the building, or building systems. Except as provided above, Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, make any alterations, improvements, remodeling or additions to either the interior or exterior of the Premises or to fixtures installed therein, or paint, drill or in any way deface any portion of the Premises. City may require Tenant to post a payment and performance bond for any improvements to be made by Tenant and for any repairs or replacements to be made by Tenant.

Indemnity:

Tenant shall defend (with legal counsel acceptable to City), indemnify, protect, reimburse, and hold harmless the Building, City, and City's officers, directors, lenders, employees, contractors, representatives, agents, successors and assigns, for, from and against any and all claims, losses, damages, demands, fines, penalties, liens, actions, suits, obligations, liabilities, judgments, costs and expenses, including reasonable attorneys' fees and court costs, arising from the negligence or willful misconduct, relating to, associated with, in connection with, or resulting in any way from: (a) Tenant's use or occupancy of the Premises, (b) the conduct of Tenant's business activities, including, without limitation, business activities conducted on or at the Premises, (c) any act or omission of Tenant or any of

Tenant's employees, agents, contractors, representatives, invitees, customers, guests, and (d) any breach or default by Tenant under or pursuant to the Lease, including any violation of applicable laws. This indemnity will not apply to claims, losses, damages, demands, fines, penalties, liens, actions, suits, obligations, liabilities, judgments, costs and expenses, including reasonable attorneys' fees and court costs, arising from the gross negligence or willful misconduct, relating to, associated with, in connection with, or resulting in any way from act or omission of the City or any of the City's officers, directors, employees, lenders or employees, acting in an official capacity for the City. This indemnity shall survive any termination of the Lease.

Defaults; Remedies:

If Tenant breaches or defaults under the Lease, or fails to perform any of Tenant's duties or obligations thereunder, or files for bankruptcy protection or is adjudged bankrupt, or seeks protection from creditors, City may exercise any right and enforce any remedy available to City in contract, at law or in equity, including, without limitation, the right to terminate the Lease, the right to terminate Tenant's right of possession of the Premises without terminating the Lease, the right to lock Tenant out of the Premises in accordance with applicable laws, the right to sue Tenant for losses and damages (including reimbursement of all costs, expenses, fees and charges incurred or paid by City in connection with the Lease, the development of the Premises, the construction of the tenant improvements, and all other costs and expenses relating thereto, together with interest thereon at the rate of 10% per annum from the date of demand for payment from City until paid in full, including reasonable attorneys' fees), the right to sue for specific performance, the right to an injunction, the right to apply any deposit held by City, the right to perform (or attempt to perform) Tenant's unperformed obligations, in which event Tenant shall immediately, upon receipt of City's request for payment, reimburse City for all costs and expenses incurred by City in performing or attempting to perform Tenant's unperformed obligations, and Tenant shall also pay to City an amount equal to all damages and losses incurred or suffered by City as a result of Tenant's breach or default, including reasonable attorneys' fees, all without limiting or impairing or waiving any of City's other rights and remedies. All of City's rights and remedies shall be cumulative. The Lease shall contain additional provisions regarding Tenant's breaches and defaults and City's additional rights and remedies.

Compliance with Laws: Tenant shall comply in all respects with all applicable federal, state and local laws, statutes, rules, regulations, ordinances, requirements, decrees, and orders (including, without limitation, laws regulating the environment and hazardous substances and materials).

No Hazardous Materials: Tenant may not use, generate, store, dispose of, release, or bring onto the Premises (or permit to be used, generated, stored, disposed of, released, or brought onto the Premises) any hazardous, flammable or dangerous substances or materials, or any regulated substances or materials, without the prior written consent and approval of City.

Entry: City may enter the Premises at any time to inspect the Premises, to verify Tenant's compliance with the Lease, and to perform any of City's obligations.

No Liens: Tenant shall at all times keep and maintain the Premises free and clear of any and all liens (including consensual liens), and all mechanics' and materialmen's liens and notices and claims of liens arising from or relating to any work, repairs or replacements made or to be made by Tenant.

Surrender: Upon termination or expiration of the Lease, Tenant shall remove all of Tenant's equipment, personal property, trade fixtures, and inventory from the Premises and repair any damage caused by such removal, and surrender the Premises to City in good, safe, working order condition and repair, and in accordance with the other terms of the Lease. City shall have the right to require Tenant to remove any and all of Tenant's improvements from the Premises and to repair any damage caused by such removal.

Damages: In no event shall City be liable to Tenant (or be subject to any claim from Tenant) for any damage or destruction to any of Tenant's equipment, personal property, inventory, trade fixtures, or improvements, and Tenant agrees to provide adequate insurance coverage for all such matters, items, risks and losses.

In no event shall City be liable to Tenant or any person claiming through or under Tenant for any consequential, exemplary or punitive damages under or pursuant to the Lease.

Time is of Essence: Time is of the essence for the performance of Tenant's duties and obligations under the Lease. There shall be no waiver by City of

any of its rights and remedies, unless agreed to in writing by City.

Governing Law:

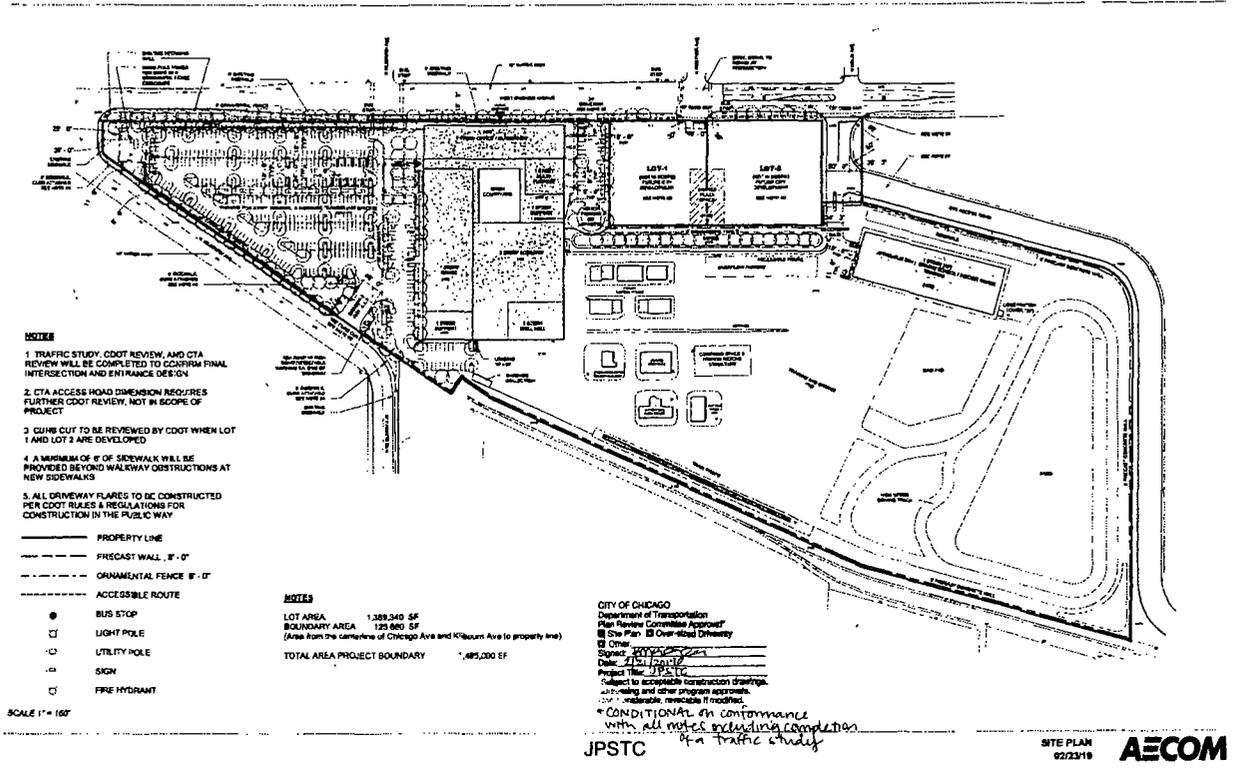
The Lease shall be governed by the laws of the State of Illinois (without regard to conflict of laws).

Venue and Jurisdiction:

Venue and exclusive jurisdiction for any action arising out of the Lease shall be in Cook County, Illinois, and Tenant waives any and all defenses relating to such jurisdiction and venue.

SCHEDULE 1

SITE PLAN



- NOTES**
1. TRAFFIC STUDY, CDDT REVIEW, AND CTA REVIEW WILL BE COMPLETED TO CONFIRM FINAL INTERSECTION AND ENTRANCE DESIGN.
 2. CTA ACCESS ROAD DIMENSION REQUIRED/FURTHER CDDT REVIEW, NOT IN SCOPE OF PROJECT.
 3. CURB CUT TO BE REVIEWED BY CDDT WHEN LOT 1 AND LOT 3 ARE DEVELOPED.
 4. A MINIMUM OF 8' OF SIDEWALK WILL BE PROVIDED BEYOND WALKWAY OBSTRUCTIONS AT NEW SIDEWALKS.
 5. ALL DRIVEWAY FLARES TO BE CONSTRUCTED PER CDDT RULES & REGULATIONS FOR CONSTRUCTION IN THE PUBLIC WAY.

- PROPERTY LINE
- - - - - PRECAST WALL, 8' - 0"
- - - - - ORNAMENTAL FENCE, 8' - 0"
- - - - - ACCESSIBLE ROUTE
- BUS STOP
- LIGHT POLE
- UTILITY POLE
- SIGN
- FIRE HYDRANT

SCALE 1" = 100'

NOTES

LOT AREA	1,289,340 SF
BOUNDARY AREA	123,960 SF
(Area from the centerline of Chicago Ave and Kilduff Ave to property line)	
TOTAL AREA PROJECT BOUNDARY	1,413,300 SF

CITY OF CHICAGO
 Department of Transportation
 Plan Review Committee Approval
 Site Plan Overhead Driveway
 Other
 Signed: *[Signature]*
 Date: *[Date]*
 Project Title: **JPSTC**
 Subject to acceptable construction drawings,
 engineering and other program approvals,
 and reasonable, reversible if modified.

*CONDITIONAL ON COMPLETION
 with all notes including completion
 of a traffic study*

JPSTC

SITE PLAN
 02/23/19

AECOM

SCHEDULE 2

ELEMENTS OF INTERIOR BUILD-OUT*

- Electrical
- Plumbing
- Framing, Drywall, Insulation
- HVAC
- Ceramic Tile
- Flooring
- Ceiling
- Site Work (Concrete, Masonry)
- Doors, Windows, Glass
- Interior (Painting, Carpet, Wall Covering)
- Fire Equipment
- Finishings & Accessories
- General Conditions, Overhead
- Kitchen hood and exhaust

*Only includes non-Culver's specific materials and installation.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I – GENERAL INFORMATION

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

Baron Partnership Corporation

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name:

OR

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

B. Business address of the Disclosing Party:

609 Wysteria Drive
Olympia Fields, IL 60461

C. Telephone: 312 498 2686 Fax: _____ Email: _____

D. Name of contact person: Baron Waller

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

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

PSTA - 4301 W. Chicago Avenue

G. Which City agency or department is requesting this EDS? Department of Planning and Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes
- No
- Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Baron Walker Title President

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
Baron Waller	609 W. Western Drive Ogden, Illinois	100%

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

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? Yes No

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? Yes No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

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 of Chicago ("MCC")) in the Disclosing Party? Yes No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

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.

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

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 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 [see definition in (5) below] 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).

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.

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.

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

5. Certifications (5), (6) and (7) concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

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.

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").

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.

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

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

12. 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 (if none, indicate with "N/A" or "none").

13. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is is not

a "financial institution" as defined in MCC Section 2-32-455(b).

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

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

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

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

D. CERTIFICATION REGARDING 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?

Yes No

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

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

Does the Matter involve a City Property Sale?

Yes No

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

Name	Business Address	Nature of Financial Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

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

Yes No

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

Yes No Reports not required

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

Yes No

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

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.
- 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.**

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.

Baron Waller Baron Partnership Corporation
(Print or type exact legal name of Disclosing Party)

By: [Signature]
(Sign here)

Baron Waller
(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) 3/8/2009

at Cook County, IL (state).

[Signature]
Notary Public



Commission expires: 05/14/2022

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

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

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. 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?

[] Yes

No

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

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX C**

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

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.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

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

If you checked “no” to the above, please explain.
