



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
Room 107  
Chicago, IL 60602  
www.chicityclerk.com

## Legislation Details (With Text)

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**File #:** O2014-4250  
**Type:** Ordinance  
**File created:** 5/28/2014  
**Status:** Passed  
**In control:** City Council  
**Final action:** 6/25/2014  
**Title:** License agreement with Quad Communities Development Corporation for access to 4323 S Cottage Grove Ave, 4519-4525 S Cottage Grove Ave and 4556 S Cottage Grove Ave  
**Sponsors:** Emanuel, Rahm  
**Indexes:** License  
**Attachments:** 1. O2014-4250.pdf

Date	Ver.	Action By	Action	Result
6/25/2014	1	City Council	Passed	Pass
6/18/2014	1	Committee on Housing and Real Estate	Recommended to Pass	Pass
5/28/2014	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

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

Your favorable consideration of these ordinances will be appreciated.

Mayor

Very truly yours,

## **ORDINANCE**

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

SECTION 1: The Commissioner of the Department of Fleet and Facility Management is authorized to execute on behalf of the City of Chicago a License Agreement with the Quad Communities Development Corporation, NFP, for access to 4323 South Cottage Grove Avenue, 4519-25 South Cottage Grove Avenue, and 4556 South Cottage Grove Avenue; such License Agreement to be approved as to form and legality by the Corporation Counsel in substantially the following form:

### **LICENSE NO. 20184**

## **LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date"), by and between, **THE CITY OF CHICAGO, a Municipal Corporation and Home Rule Unit of Government (the "City") and QUAD COMMUNITIES DEVELOPMENT CORPORATION, NFP an Illinois Not-for-Profit Corporation ("QCDC")**.

## **RECITALS**

WHEREAS, City is the owner of the vacant land more commonly known as 4323 South Cottage Grove Avenue (Parcel 1), 4519-25 South Cottage Grove Avenue (Parcel 2), and 4556 South Cottage Grove Avenue (Parcel 3), Chicago, Cook County, Illinois, as legally described on Exhibit A attached hereto and made a part hereof (collectively the "City Properties"); and

WHEREAS, City has agreed to provide QCDC with access to certain portions of the City Properties to allow QCDC to install and maintain decorative murals consisting of panels attached to fence posts as delineated on Exhibit B attached hereto and made a part hereof (collectively the "Premises"); and

WHEREAS, the Premises have no present municipal use; and

WHEREAS, the murals to be placed on the Premises are depicted on Exhibit C attached hereto and made a part hereof; and

WHEREAS, QCDC's use of the Premises for the placement of decorative murals helps to beautify the immediate area.

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

### **SECTION 1. GRANT**

1.1 Grant. Upon the terms and conditions hereinafter specified, City hereby provides QCDC with the right to use and occupy the Premises as situated within the following properties in the City of Chicago, County of Cook, State of Illinois, to wit:

4323 South Cottage Grove Avenue 4519-25 South  
Cottage Grove Avenue 4556 South Cottage Grove  
Avenue

This instrument creates a license only and QCDC acknowledges and agrees that QCDC shall not hold or claim at any time an interest or estate of any kind whatsoever in the Premises by virtue of this Agreement or QCDC's use of the Premises.

### **SECTION 2. TERM**

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2.1 Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate on December 31, 2019, unless sooner terminated as set forth in this Agreement.

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

1 Rent. QCDC shall pay rent for the Premises in the amount of One Dollar (\$1.00) for the entire Term with the receipt and sufficiency of said sum hereby acknowledged by both parties.

2 Utilities. QCDC shall pay when due all charges for electricity or any other utility services, if any, used by QCDC or supplied to the Premises on QCDC's behalf.

3 Taxes. QCDC acknowledges that the Premises are exempt from leasehold, real estate, and other property taxes. QCDC shall pay when due any leasehold taxes or real estate taxes assessed or levied on the subject Premises as a result of QCDC's occupancy of the Premises. QCDC shall contact the appropriate taxing body to ascertain the tax amount assessed on the subject Premises. QCDC shall provide City with proof of payment in full within ten (10) days of such payment. QCDC's failure to pay any such taxes shall constitute a default under this Agreement. QCDC further acknowledges that real estate taxes are one (1) year in arrears in Cook County and that as a result QCDC shall be responsible for satisfaction of leasehold taxes, real estate taxes, penalties and interest assessed or levied on the subject Premises on account of QCDC's use of the Premises for at least one year after QCDC vacates the Premises. Notwithstanding the foregoing, nothing herein shall preclude QCDC from contesting any charge or tax levied against the subject Premises. QCDC's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Agreement.

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

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

4.1 Covenant of Quiet Enjoyment. City covenants and agrees that QCDC, upon paying the rent and upon observing and keeping the covenants, agreements, and conditions of this Agreement on its part to be kept, observed, and performed, shall lawfully and quietly hold, occupy, and enjoy the Premises (subject to the provisions of this Agreement) during the Term without hindrance or molestation by City or by any person or persons claiming under City.

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2 QCDC's Duty to Maintain Premises and Right of Access. QCDC shall, at QCDC's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including, but not limited to, those provisions in Title 14 ("Electrical Equipment and Installation") and all applicable provisions of the Landscape Ordinance of the City of Chicago. If QCDC shall refuse or neglect to make needed repairs within thirty (30) days after written notice thereof sent by City, unless such repair cannot be remedied by thirty (30) days, and QCDC shall have commenced and is diligently pursuing all necessary action to remedy such repair, City, at City's option, is authorized to either make such repairs and QCDC will promptly and within fifteen (15) business days of demand reimburse City for the reasonable cost thereof. City shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises. Except in the case of emergencies, City shall first give notice to QCDC of City's desire to enter the Premises and City will schedule its entry so as to minimize any interference with QCDC's use of Premises.

3 Use of the Premises. Any use on the Premises must be limited to placement and maintenance of decorative murals placed on the Premises by QCDC. The placement and maintenance of decorative murals does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. QCDC shall not use the Premises in a manner that would violate any Law. QCDC further covenants not to do or suffer any waste or damage and to comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises. QCDC agrees that in utilizing said Premises that it shall not discriminate against any member of the public because of race, religious affiliation, color, national origin, political persuasion, age, immigration status, or sexual orientation. QCDC further covenants that the Premises shall not be used for any religious purposes.

4 Alterations and Additions. Subject to Section 4.5, QCDC may install planters, benches, and other passive furniture on the Premises. Permission to undertake any other alterations, additions, and improvements shall be at the sole discretion of the City. Such alterations, additions, and improvements shall be limited to alterations, additions and improvements reasonably related to the placement, maintenance, and display of decorative murals. Such alterations, additions and improvements shall be in full compliance with all applicable laws and codes. In addition, QCDC will comply with all insurance requirements under this Agreement. QCDC must obtain the prior written consent of the Commissioner of the Department of Fleet and Facility Management before commencing any alterations, additions, and improvements.

5 Standards for Murals. General policy: The intent of the City of Chicago is to showcase unique works of public art on some of its property in locations where an outdoor decorative mural will beautify the surroundings, celebrate the surrounding neighborhood, and reflect the spirit of the City of Chicago for all to see.

Selection Criteria: All decorative murals placed on the Premises shall be selected (i) to appeal to a broad-based audience of all ages, (ii) to present a positive, welcoming image of the City to tourists, visitors, and residents, and (iii) to reflect and respect the diversity of the City of Chicago's culture and people.

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Limitations: Decorative murals on the Premises shall contain only graphics and no words, and shall not be used to convey expressly commercial, political or religious messages. No murals shall be allowed that are obscene, indecent, defamatory, or against the public policies of the City, state, or federal governments or agencies.

Selections within City's Sole Discretion: The City of Chicago shall have the right to consent to any proposed decorative mural(s) to be displayed on the Premises. The City shall approve only those murals which, in the City's sole discretion, satisfy the requirements of this Section 4.5.

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

1 Assignment and Sublease. QCDC shall not assign this Agreement in whole or in part, or sublet the Premises or any part thereof, without the prior written approval from the Commissioner of the Department of Fleet and Facility Management. City shall not unreasonably withhold, delay, or condition such consent.

2 QCDC's Covenant against Liens. QCDC shall not cause or permit any lien or encumbrance, whether created by act of QCDC, operation of law or otherwise, to attach to or be placed upon City's title or interest in the Premises or the City Properties. All liens and encumbrances created by QCDC shall attach to QCDC's interest only. In case of any such lien attaching, QCDC shall immediately pay and remove such lien or furnish security or indemnify City in a manner satisfactory to City in its sole discretion to protect City against any defense or expense arising from such lien. Except during any period in which QCDC appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, QCDC shall immediately pay any judgment rendered against QCDC, with all proper costs and charges, and shall have the lien released and any

judgment satisfied. If QCDC fails to pay and remove any lien or contest such lien in accordance herewith, City, at its election, may pay and satisfy same, and all sums so paid by City, with interest from the date of payment at the rate set at 12% per annum.

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

6.1 Insurance. QCDC shall procure and maintain at all times, at QCDC's own expense, during the Term of this Agreement and during any Holding Over (as defined hereunder), the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

The kinds and amounts of insurance required are as follows:

a) Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees and Employer's Liability coverage with limits of not less than \$100,000 each accident or illness.

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b) Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Agreement.

c) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, QCDC shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage.

d) All Risk Property Insurance. All risk property insurance coverage shall be maintained by QCDC for full replacement value to protect against loss, damage to or destruction of property. The policy shall list the City of Chicago as an additional insured and loss payee. QCDC shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by QCDC.

e) All Risk Builders Risk Insurance. When QCDC undertakes any construction, including improvements, betterments, and/or repairs, QCDC shall provide All Risk Builders Risk Insurance, at replacement cost, for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage shall include but not limited to the following: right to partial occupancy, earth

movement, flood including surface water backup and sewer backup and seepage. The City of Chicago shall be named as an additional insured and loss payee.

QCDC shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by QCDC.

6.2 Other Terms of Insurance. QCDC will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 30 North LaSalle Street, Room 300, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. QCDC shall submit evidence of insurance prior to Agreement award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from QCDC shall not be deemed to be a waiver by the City. QCDC shall advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance shall not relieve QCDC of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate the Agreement until proper evidence of insurance is provided.

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The insurance shall provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by QCDC.

QCDC agrees that insurers shall waive their rights of subrogation against the City of Chicago its employees, elected officials, agents or representatives.

QCDC expressly understands and agrees that any coverages and limits furnished by QCDC shall in no way limit QCDC's liabilities and responsibilities specified within the Agreement documents or by law.

QCDC expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by QCDC under this Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The City of Chicago, Department of Finance, Office of Risk Management, maintains the right to reasonably modify, delete, alter, or change these requirements.

6.3 QCDC's Indemnification. QCDC shall indemnify, defend, and hold City harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), and loss or damage to personal property as set forth in Section 6.1, whether such claim is related to or arises from personal injury, property damage, or property loss which may be expended by or accrue against, be charged to, or be recovered from City or QCDC by reason of QCDC's performance of or failure to perform any of QCDC's obligations under this Agreement, or QCDC's negligent acts or failure to act, or resulting from the acts or failure to act of QCDC's or any of QCDC's contractors, respective officers, directors, agents, employees, licensees or invitees. QCDC shall indemnify, defend and hold City harmless against any and all claims, including but not limited to, claims that may arise in relation to the use of the Premises by the general public.

## **SECTION 7. DAMAGE OR DESTRUCTION**

7.1 Damage or Destruction. If the Premises are damaged or destroyed or a casualty to such extent that QCDC cannot continue, occupy or conduct its normal business therein, or if, in QCDC's opinion, the Premises are rendered unusable, either City or QCDC shall have the option to declare this Agreement terminated as of the date of such damage or destruction by giving the other party written notice to such effect. QCDC acknowledges that the City has no duty to provide security so as to protect or secure the QCDC's murals.

## **SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS**

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

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

## **SECTION 9. HOLDING OVER**

9.1 Holding Over. Any holding over by QCDC shall be construed to be a tenancy from month to month only beginning on January 1, 2020 (the "Holding Over") and the rent shall be the same as listed in Section 3.1 of this Agreement. During any Holding Over all other provisions of this license shall remain in full force and effect.



## **SECTION 10. MISCELLANEOUS**

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

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

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

Quad Communities Development Corporation Attn:  
Executive Director 4659 South Cottage Grove Avenue  
Chicago, Illinois 60653

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

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

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

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

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

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

7 Time is of the Essence. Time is of the essence of this Agreement and of each and every provision hereof.

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

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

10 Termination of Agreement. City and QCDC shall each have the right to terminate this Agreement without penalty for any reason with respect to all of the Premises or any portion thereof by providing each other with thirty (30) days prior written notice at any time after the Effective Date.

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

12 QCDC Default. QCDC must adhere to all provisions of this Agreement. Failure of QCDC to adhere to all provisions of this Agreement will result in default. In the event of such default, City will notify QCDC in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, QCDC must cure such default within fifteen (15) days. If QCDC does not cure such default within fifteen (15) days, City may cancel this Agreement with fifteen (15) days written notice.

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

14 Amendments. From time to time, the parties hereto may administratively amend this Agreement with respect to any provisions reasonably related to QCDC's use of the Premises and/or City's administration of said Agreement including, but not limited to, expansion of the Premises. Provided, however, that such amendment(s) shall not serve to extend the Agreement Term hereof nor serve to otherwise materially alter the

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

#### **SECTION 11. ADDITIONAL RESPONSIBILITIES OF QCDC**

1 Artist Waiver. If requested by City, QCDC shall secure a Visual Artists Rights Act (17 U.S.C. § 101 et seq.) waiver from all mural artists or contributors that will be placing murals or other art work on the Premises. Such waiver shall be in a form acceptable to City and in a format substantially compliant with the waiver sample attached hereto and made a part hereof as Exhibit D. If requested by City, QCDC shall also obtain any consents required under any copyright, license, or similar intellectual property agreement necessary for the display of the murals, if any.

2 Inspection. QCDC agrees that QCDC has inspected the Premises and all related areas and grounds and that QCDC is satisfied with the physical condition thereof and QCDC accepts the Premises in "as-is" condition.

3 Maintenance Service. QCDC shall provide, at QCDC's expense, any and all service for maintenance of any signs or murals on the Premises or any equipment placed thereon by QCDC. QCDC acknowledges that City shall not have any responsibilities whatsoever with

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respect to the Premises or with respect to any signs or murals on the Premises or any equipment placed thereon by QCDC.

4 Custodial Service. QCDC shall provide and pay for custodial services which shall be construed as keeping the Premises clean and free of debris.

5 Illegal Activity. QCDC, or any of its agents or employees, shall not perform or permit any practice or activity that may damage the reputation of, or otherwise be injurious to the Premises or neighborhood, be illegal, or increase the rate of insurance on the Premises.

6 Hazardous Materials. QCDC shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of City's fire insurance carrier. QCDC shall not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment, or appurtenances thereto.

7 Full Responsibility. QCDC assumes full legal and financial responsibility and liability for any and all use of the Premises by QCDC, QCDC's staff, QCDC's agents, QCDC's invitees, and any other person or persons entering the Premises.

8 Permits and Licensing. QCDC must secure all other permits and approvals that may be required to undertake the use of the Premises. QCDC understands that this Agreement shall not act as a substitute for any other permitting or approvals that may be required to undertake the use of the Premises. Failure to obtain a required license or permit shall constitute a default of the terms of this Agreement.

9 Non-Discrimination. QCDC shall not discriminate against any participant or employee upon the basis of race, religious affiliation, color, national origin, political persuasion, age, immigration status, or sexual orientation. Nor shall any person be denied admittance or be prevented from participating in any activity within the Premises upon the basis of any of the foregoing.

10 Trade Fixtures. Upon the termination or cancellation of this Agreement by lapse of time, QCDC shall remove QCDC's personal property and equipment including, but not limited to, all murals and artwork placed on the Premises. QCDC shall repair any injury or damage to the Premises which may result from such removal. If QCDC does not remove QCDC's furniture, machinery, trade fixtures, materials, murals, artwork, and all other items of personal property of any kind from the Premises prior to the end of the Term, City may, at City's option, remove the same and deliver them to any other place of business of QCDC or warehouse the same. QCDC shall pay the cost of such removal (including the repair for such removal, delivery, and warehousing) to City on demand. Or City may treat such property as being conveyed to City with this Agreement as a bill of sale, without further payment or credit by City to QCDC or anyone acting under or through QCDC.

11 Condition of Premises upon Termination. Upon the termination of this Agreement, QCDC shall surrender the Premises to the City in the same comparable condition to

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the condition of the Premises at the beginning of QCDC's occupancy of the Premises, with normal wear and tear excepted.

12 No Other Rights. This Agreement does not give QCDC any other right with respect to the Premises, including, but not limited to, closure of streets, sidewalks, or other public thoroughfares. Any rights not specifically granted to QCDC by and through this Agreement are reserved exclusively to City. Execution of this Agreement does not obligate City in any manner and City shall not undertake any additional duties or services.

13 Future Development. QCDC understands that City may actively market the Premises to other parties for disposition. City is under no obligation to market the site to QCDC. In the event of such sale, QCDC's sole remedy is to vacate the Premises. City is under no obligation to provide QCDC with alternative locations.

14 Economic Disclosure Statement Affidavit Updates. Throughout the Term, QCDC shall provide City with any material updates to the information previously submitted in QCDC's Economic Disclosure

Statement Affidavit. City may also request such updates from time to time. Failure to provide such information on a timely basis shall constitute a default under this Agreement.

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

1 Business Relationships. QCDC acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. QCDC hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

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

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

12.3 Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. QCDC agrees that QCDC, any person or entity who directly or indirectly has an ownership or beneficial interest in QCDC of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, QCDC's contractors (i.e., any person or entity in direct contractual privity with QCDC regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (QCDC and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political

fundraising committee (i) after execution of this Agreement by QCDC, (ii) while this Agreement or any Other Contract is executory, (iii) during the Term of this Agreement or any Other Contract between QCDC and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the Commencement Date of Executive Order 2011-4.

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

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

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

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

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## **LICENSE NO. 20184**

This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If QCDC intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

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

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

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

Individuals are "Domestic Partners" if they satisfy the following criteria:

- A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- B) neither party is married; and
- C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- E) two of the following four conditions exist for the partners:
  - 1. The partners have been residing together for at least 12 months.
  - 2. The partners have common or joint ownership of a residence.
  - 3. The partners have at least two of the following arrangements:
    - a. , joint ownership of a motor vehicle;
    - b. a joint credit account;
    - c. a joint checking account;
    - d. a lease for a residence identifying both domestic partners as tenants.
  - 4. Each partner identifies the other partner as a primary beneficiary in a will.

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!

#### **LICENSE NO. 20184**

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

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

contract awards.

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

6 Cooperation with Inspector General and Legislative Inspector General. It is the duty of every officer, employee, department, agency, contractor, subcontractor, user of real property and tenant of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. The Foundation understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

7 Shakman Prohibitions.

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) QCDC is aware that City policy prohibits City employees from directing any individual to apply for a position with QCDC, either as an employee or as a subcontractor, and from directing QCDC to hire an individual as an employee or as a subcontractor. Accordingly,

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## **LICENSE NO. 20184**

QCDC must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by QCDC under this Agreement are employees or subcontractors of QCDC, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by QCDC.

iii) QCDC will not condition, base, or knowingly prejudice or affect any term or terms or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or



opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

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

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

**15**

**LICENSE NO. 20184**

IN WITNESS WHEREOF, the parties have executed this Agreement as of Effective  
Date.

**CITY:**

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

**DEPARTMENT OF FLEET AND FACILITY MANAGEMENT**

Commissioner

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

Deputy Corporation Counsel Real Estate Division

**QCDC:**

**QUAD COMMUNITIES DEVELOPMENT CORPORATION, NFP**  
an Illinois Not-for-Profit Corporation

By:

Print Name: Title:

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**EXHIBIT A**

**LEGAL DESCRIPTION OF CITY PROPERTIES**  
*(Subject to Final Survey and Title Commitment)*

**PARCEL 1**

**PART OF LOT 22 IN TYLER'S SUBDIVISION OF BLOCK 2 OF WALKER & STINSON'S  
SUBDIVISION OF THE WEST VI OF THE SOUTHWEST ¼ OF SECTION 2, TOWNSHIP 38  
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY  
ILLINOIS.**

PIN#: 20-02-300-008

Common Address: 4323 South Cottage Grove Avenue

PARCEL 2

**PART OF THE SOUTH 30 FEET OF LOT 23 IN HAINES SIDNEY & LAYTON'S SUBDIVISION OF BLOCK 6 AND LOTS 1 THROUGH 5 IN H.J. BAYOR'S SUBDIVISION OF LOTS OF LOTS 21 & 22 IN HAINES SIDNEY & LAYTON'S SUBDIVISION OF BLOCK 6 IN WALKER & STINSON'S SUBDIVISION OF THE WEST VI OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.**

PIN#s: 20-02-311-002

20-02-311-003

Common Addresses: 4419-4525 South Cottage Grove Avenue

PARCEL 3

**PART OF LOTS 5 THROUGH 7 D.B SCULLY'S SUBDIVISION OF LOT 6 OF FORRESTVILLE, A SUBDIVISION OF THE NORTH 40 ACRES OF THE SOUTH 60 ACRES IN THE EAST VI OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.**

PIN#: 20-03-420-036

Common Address: 4556 South Cottage Grove Avenue

EXHIBIT B

DEPICTION OF PREMISES

*(to follow and subject to updates and revisions)*

EXHIBIT C

DEPICTION OF MURAL ELEMENTS

*(subject to updates and revisions)*

**EXHIBIT D**

**VISUAL ARTISTS RIGHTS ACT WAIVER SAMPLE**

Visual Artists Rights Act Waiver

Artist, as author of the work specifically identified below ("Artist"), acknowledges that the work may contain artistic elements, which could be deemed a "work of visual art" ("Work") under the Visual Artists Rights Act, 17 U.S.C. §101 et seq. In favor of the City of Chicago, Artist waives all of its rights under the Visual Artists Rights Act, 17 U.S.C. §106A, in the Work and its use(s) specifically identified below. The rights waived in the Work below include but are not limited to the right to claim authorship of the Work; the right to prevent use of his/her name as the author of any work, which he/she did not create; the right to prevent the use of his/her name as the author of the Work in the event of distortion, mutilation, or other modification, which would be prejudicial to his/her honor or reputation; and the right to prevent any intentional distortion, mutilation, or other modification of the Work that would be prejudicial to his/her honor or reputation, and the right to prevent any destruction of the Work.

The Work and its use(s):

[Artist]

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

Its:

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date) by \_\_\_\_\_  
(name/s of person/s) as \_\_\_\_\_ (type of authority,  
e.g., officer, trustee, etc.) of \_\_\_\_\_ (name of party on behalf of whom

instrument was executed).

(Signature of Notary Public)

**4323, 4519-25, and 4556 South Cottage Grove Avenue Quad  
Communities Development Corporation Agreement No. 20184**

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

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

**SECTION I - GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS

**X**

Check ONE of the following three boxes:

Indicate/whether the Disclosing Party submitting this EDS

1. ☒ the Applicant  
the Applicant. State the legal name of the  
OR

2. ☐ a legal entity holding a direct or indirect interest in Applicant in which the Disclosing Party holds an interest;  
OR

B.1.) State the legal name of the entity in

'km s  
• [Priam i ftp ~jiL

3. ☐ a legal entity with a right of control (see Section II  
which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party:

C. Telephone: 715^195^ Fax:

Email: %\).JJS?(kl\$ j\C&OD■ COWX

D. Name of contact person: i rU.U (X/{ }£UdSt fl"V?.

**0**

E. Federal Employer Identification No. (if you have one):  
ing (referred to below as the "Matter") to of property, if applicable):

F. Brief description of contract, transaction or other undertaking which this EDS pertains. (Include project number and location)

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

If the Matter is a contract being handled by the City's Der complete the fojpwng:

Specification #

Page 1 of 13

SECTION II - DISCLOSURE OF OWNERSHIP INTE

A. NATURE OF THE DISCLOSING PARTY

☐ Person

☐ Publicly registered business corporation ☐ Privately held business corporation ☐ Sole proprietorship ☐ General partnership ☐ Limited partnership ☐ Trust

liability company liability partnership

☐ Joint venture

profit corporation

ior-profit corporation also a 501(c)(3)?

es ☐ No

orporation or organization, if applicable:

2. For legal entities, the state (or foreign country) of inc

noi^

: Has the organization registered to do

3. For legal entities not organized in the State of Illinois business in the State of Illinois as a foreign entity?

☐ Yes

☐ No

☐ rfA

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive o

NOTE: For not-for-profit corporations, also list below all n: embers, if any, which are legal entities. If

estates or other similar entities, list below

imited liability company, limited liability ;ach general partner, managing member, day management ofthe Disclosing Party, n its own behalf.

there are no such members, write "no members." For trusts, the legal titleholder(s).

If the entity is a general partnership, limited partnership, partnership or joint venture, list below the name and title of manager or any other person or entity that controls the day-to NOTE: Each legal entity listed below must submit an EDS (

11

Name Title

S\w'k,a ^U^myxXL "Vr>nrd(

2. Please provide the following information concerning indirect beneficial interest (including ownership) in excess o of such an interest include shares in a corporation, partnership

Page 2 of 13

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-1 54-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended, to achieve full disclosure.

Name

Business Address

Percentage Interest in the  
Disclosing Party

;  
\_u/a

L.1

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

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

[ ] Yes f/No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(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, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's

regular payroll.

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

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

Page 3 of 13

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

(Add sheets if necessary)

## SECTION V - CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the Cily 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      "MNo person directly or indirectly owns 10% or more of the Disclosing Party.

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

☐ Yes      ☐ No

### B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter I -23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is



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

Page 4 of 13

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

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

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

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or stale 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").

Page 5 of 13

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

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

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

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

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

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

Page 6 of 13

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

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

Ahns^,  
\_\_\_\_\_

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

AJonjL.

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION 1. The Disclosing

Party certifies that the Disclosing Party (check one)

☐ is

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

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

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

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

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

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

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

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

☐ Yes ☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☐ No

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

Name	Business Address	Nature of Interest
------	------------------	--------------------

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

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of disclosing Party and an)' 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 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 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". j

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

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes ☐ No

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

3. Have you participated in any previous contracts or sub equal opportunity clause?

☐ Yes ☐ No

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

## SECTION VII - ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contract or other agreement between the Applicant and the City procurement, City assistance, or other City action, and are in or of any contract or taking other action with respect to the M it must comply with all statutes, ordinances, and regulations on

B. The City's Governmental Ethics and Campaign Financing the Municipal Code, impose certain duties and obligations work, business, or transactions. The full text of these ordinances is available at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics) and may also be obtained at <http://www.cityofchicago.org/Ethics>, and may also be obtained at

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660 with the applicable ordinances. This

C. If the City determines that any information provided in any contract or other agreement in connection with which it is voidable, and the City may pursue any remedies under the void), at law, or in equity, including terminating the Disclosure declining to allow the Disclosing Party to participate in other law for a false statement of material fact may include incurring damages.

D. It is the City's policy to make this document available to the public upon request. Some or all of the information provided on this EDS is made available to the public on the Internet, in response to a request. By completing and signing this EDS, the Disclosing Party waives any rights or claims which it may have against the City in connection with this EDS and also authorizes the City to verify the information in this EDS.

Text

E. The information provided in this EDS must be kept current. The Disclosing Party must supplement this EDS up to the time the City takes action on the contract being handled by the City's Department of Procurement to update this EDS as the contract requires. NOTE: With respect to Chapter 1-23 of the Municipal Code (imposing PERMANENT offenses), the information provided herein regarding the Disclosing Party's eligibility as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code

The Disclosing Party represents and warrants that:

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F.1. The Disclosing Party is not delinquent in the payment of Department of Revenue, nor are the Disclosing Party or its agents, fine, fee, tax or other charge owed to the City. This includes sewer charges, license fees, parking tickets, property taxes (including any tax administered by the Illinois Affiliated Entities delinquent in paying any 5, but is not limited to, all water charges, and sales taxes.

F.2. If the Disclosing Party is the Applicant, the Disclosing Party will not use, nor permit their subcontractors to use, any facility listed in the Parties List System ("EPLS") maintained by the U. S. General Services Administration

F.3. If the Disclosing Party is the Applicant, the Disclosing Party will not hire or to be hired in connection with the contract in form and substance to (those in F. 1. and F.2. above and will City, use any such contractor/subcontractor that does not preclude the Disclosing Party has reason to believe has not provided or

NOTE: If the Disclosing Party cannot certify as to any of the explanatory statement must be attached to this EDS.

## CERTIFICATION

Under penalty of perjury, the person signing below: (1) this EDS and Appendix A (if applicable) on behalf of the Disclosing Party and the statements contained in this EDS and and complete as of the date furnished to the City.

(Print or type name of Disclosing Party)

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) \_\_\_\_\_ at \_\_\_\_\_ County, \_\_\_\_\_ (state).

Notary Public.

Commission expires: \_\_\_\_\_

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### OFFICIAL SEAL OF REAL JAMES

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES NOVEMBER 21, 2017

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

### FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS

and (b) any legal entity which has a direct relationship with the City of Chicago

This Appendix is to be completed only by (a) the Applicant ownership interest in the Applicant exceeding 7.5 percent. It which has only an indirect ownership interest in the Applicant. must disclose whether such Disclosing Party currently has a "familial relationship" with the Applicant exists if, as of the date this EDS is filed or Domestic Partner thereof is related to the department head as spouse or domestic partner, child, brother or sister.



sister, aunt or uncle, -law, son-in-law, daughter-in-law, stepfather half-brother or half-sister.

Under Municipal Code Section 2-154-015, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof any elected city official or department head. A "familial relations signed, the Disclosing Party or any "Applicable Party" or any Spouse the mayor, any alderman, the city clerk, the city treasurer or any partner or as any of the following, whether by blood or adoption niece or nephew, grandparent, grandchild, father-in-law, mother-in-law or stepmother, stepson or stepdaughter, stepbrother or stepsister or:

Party;

Disclosing Party listed in Section 11.B.1 .a., if the

if the Disclosing Party is a general Disclosing Party, if the Disclosing Party is a limited Disclosing Party, if the Disclosing Party is a \_ Party; and (3) any person having more than officers" means the president, chief officer or secretary of a legal entity or any person

"Applicable Party" means (1) all executive officers of the Disclosing Party is a corporation; all partners of the Disclosing partnership; all general partners and limited partners of the Disclosing partnership; all managers, managing members and members of the limited liability company; (2) all principal officers of the Disclosing a 7.5 percent ownership interest in the Disclosing Party. "Principal operating officer, executive director, chief financial officer, treasurer exercising similar authority.

Spouse or Domestic Partner thereof currently department head?

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

☐ Yes  
official or department head to whom such

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 person has a familial relationship, and (4) the precise nature of such familial relationship

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## Officers

Thurman (Tony) Smith / Board Chairman

Craig Jeffrey / Assistant Chairman

Thurman (Tony) Smith / Treasurer

Ik

Gavin Tun, AIA, LEED, AP / Assistant Treasurer

Joanna Trotter/Secretary

Maria Blair-Hohenkirk/Assistant Secretary

i

Bernita Johnson-Gabriel- Executive Director

## **Board Members**

Fred Bonner

Courtney Pogue

Kimberly du Buclet

Anthony Rogers

Belinda H. Burks-Starks

Mary Steward

Susan Campbell

Wendy Walker-Williams

1

Kenneth Grant

## **Board Advisors**

Rhonda R. McFarland

Rebecca  
Holbrook Toni  
Preckwinkle  
Ina Wilson  
Sandra  
Young