



Office of the City Clerk

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

Legislation Details (With Text)

File #: O2017-1028
Type: Ordinance
File created: 2/22/2017
Status: Failed to Pass
In control: City Council
Final action:
Title: Execution of non-exclusive perpetual public way easement agreement with Norwegian Lutheran Bethesda Home Association, also known as Bethesda Home and Retirement Center
Sponsors: Taliaferro, Chris
Indexes: Easement
Attachments: 1. O2017-1028.pdf

Date	Ver.	Action By	Action	Result
5/29/2019	1	City Council	Failed to Pass	
3/23/2017	1	Committee on Transportation and Public Way	Held in Committee	
2/22/2017	1	City Council	Referred	

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ORDINANCE

WHEREAS, The City of Chicago ("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, City, by and through its Department of Transportation ("CDOT"), is the owner of a public alley located parallel to North Nordica Avenue to the west and North Sayre Avenue to the east and is bounded by West George Street to the north, and West Wolfram Street to the south (the "Public Alley") as depicted on Exhibit A; and

WHEREAS, Norwegian Lutheran Bethesda Home Association, a/k/a Bethesda Home and Retirement Center, an Illinois not-for-profit corporation ("Bethesda") is the owner of real property adjacent to the Public Alley ("Adjacent Property") legally described on Exhibit B, which Adjacent Property contains those certain buildings and other improvements (as exist from time to time, collectively, the "Building"); and

WHEREAS, Bethesda desires to use the Public Alley as a point of ingress and egress to the Building, and in connection therewith, Bethesda desires to use a portion of the Adjacent Property (the "Easement Property") to widen the Public Alley and to create an alley easement area ("Alley Easement Area"); and

WHEREAS, City desires that Bethesda construct, repair, replace, and maintain, certain improvements at Bethesda's sole cost and expense, and to CDOT standards ("Alley Improvements") in the Alley Easement

Area, including grading and paving, installing curbs, sidewalks, and striping, all and to CDOT standards, all to be located on a site development plan approved by the City, and to be installed and constructed in accordance with construction drawings approved by the City and to CDOT standards; and

WHEREAS, City is seeking a non-exclusive, perpetual easement over, across and upon the Easement Property (the "City Easement") for the sole and exclusive purposes of the passage, from time to time, of vehicles, bicycles and pedestrians, over, across, and upon the Alley Easement Area as the same may from time to time be constructed and maintained for such use for the benefit of the City, as its activities relate to the intended use of the Public Alley, all subject to and in accordance with the terms and conditions set forth in a Non-Exclusive Perpetual Public Way Easement Agreement by and between the City and Bethesda ("Easement Agreement") attached hereto as Exhibit C and made a part hereof; and

WHEREAS, Bethesda is seeking a non-exclusive, perpetual easement over, across and upon the Public Alley, including the Alley Easement Area ("Bethesda Easement"), for the sole and exclusive purposes as follows: (1) the passage, from time to time, of vehicles, bicycles and pedestrians, over, across, and upon the Alley Easement Area as the same may from time to time be constructed and maintained pursuant to the Easement Agreement for such use for the benefit of Bethesda: (2) as a point of ingress and egress to the Adjacent Property and the Building; (3) the construction, maintenance and installation of the Alley Improvement; and (4) as its

activities relate to the intended use of the Public Alley, all subject to and in accordance with the terms and conditions set forth in the Easement Agreement; and

WHEREAS, Bethesda agrees to grant to the City, and the City accepts the City Easement upon the terms and conditions set forth in Easement Agreement; and

WHEREAS, City agrees to grant to Bethesda, and Bethesda accepts the Bethesda Easement upon the terms and conditions set forth in Easement Agreement; now, therefore,

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

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

SECTION 2. The Commissioner of the Department of Transportation (the "Commissioner") or a designee of the Commissioner is each hereby authorized, along with the approval of the City's Corporation Counsel as to form and legality, to execute and deliver the Non-Exclusive Perpetual Public Way Easement Agreement by and between the City and Bethesda, in the form attached hereto as Exhibit C and made a part hereof, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Non-Exclusive Perpetual Public Way Easement Agreement.

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.
basement approved:

tebekah Scneinfeld Commissioner of Transportation

Approved as to form and legality:

■ «-» r-> R ^ I I'^^ r'
Lisa Misher Chief Corporation.Counsel.

Honorable Chris Taliaferro Alderman 29th Ward ""
EXHIBIT A

Drawing Depicting Public Alley
(Attached)

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EXHIBIT B Adjacent Property Legal Description

Parcel 1:

LOTS 3, 4, 5, 11, 12 AND 13 AND THE VACATED ALLEY LYING SOUTH AND ADJOINING SAID LOTS 3, 4 AND 5 AND NORTH OF AND ADJOINING LOTS 11,12 AND 13 ALL IN JOHN J. RUTHERFORD'S THIRD ADDITION TO MONT CLARE, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2:

LOTS 6, 7, 9 AND 10 IN JOHN J. RUTHERFORD'S THIRD ADDITION TO MONT CLARE, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PROPERTY ADDRESSES:

2833 N. Nordica Avenue, Chicago, Illinois 60634 and 7024 W. Wolfram, Chicago, Illinois 60634

EXHIBIT C

Non-Exclusive Perpetual Public Way Easement Agreement

(Attached)

Reserved for Recording Data

This instrument was prepared by and after recording
return to:

Karen Bielarz Senior Counsel Real Estate
Division Department of Law City of Chicago
121 N. LaSalle Street, Room 600 Chicago, Illinois 60602

NON-EXCLUSIVE PERPETUAL PUBLIC WAY
EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is entered into as of _____, 2017 (the "Effective Date") by and between Norwegian Lutheran Bethesda Home Association, a/k/a Bethesda Home and Retirement Center, an Illinois not-for-profit corporation ("Grantor"), having its principal offices at 2833 North Nordica Avenue, Chicago, Illinois 60632, and the City of Chicago, a municipal corporation and a home rule government ("City"), acting by and through its Department of Transportation ("CDOT"), having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602.

RECITALS

A. The City is the owner of a public alley located parallel to North Nordica Avenue to the west and North Sayre Avenue to the east and is bounded by West George Street to the north, and West Wolfram Street to the south hereinafter referred to as the "Public Alley," as depicted on Exhibit A.

B. Grantor is the owner of real property adjacent to the Public Alley ("Adjacent Property") legally described on Exhibit B, which Adjacent Property contains those certain buildings and other improvements (as exist from time to time, collectively, the "Building").

C. Grantor desires to use the Public Alley as a point of ingress and egress to the Building, and in connection therewith, Grantor desires to use a portion of the Adjacent Property legally described on Exhibit C (the "Easement Property") to widen the

Public Alley and to create the "Alley Easement Area" legally described in Exhibit D, attached hereto and incorporated herein.

D. The City desires that Grantor construct, repair, replace, and maintain, and Grantor has agreed to construct, repair, replace, and maintain, certain improvements at Grantor's sole cost and expense, and to CDOT standards (the "Alley Improvements") in the Alley Easement Area, including grading and paving, installing curbs, sidewalks, and striping, all and to CDOT standards, all to be located generally as shown on Exhibit E and more specifically on a site development plan approved by the City, and to be installed and constructed in accordance with construction drawings approved by the City and to CDOT standards.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND EXHIBITS. The recitals set forth above and the exhibits attached hereto constitute an integral part of this Agreement and are incorporated herein by this reference as the agreement of the parties.

SECTION 2. RECIPROCAL GRANT OF EASEMENT.

a) Grantor hereby grants the City a non-exclusive, perpetual easement over, across and upon the Easement Property for the sole and exclusive purposes of the passage, from time to time, of vehicles, bicycles and pedestrians, over, across, and upon the Alley Easement Area as the same may from time to time be constructed and maintained hereunder for such use for the benefit of the City, as its activities relate to the intended use of the Public Alley, all subject to and in accordance with the terms and conditions set forth in this Agreement. The City covenants that it shall not construct, install or place any permanent or temporary improvements or structures on the Easement Property during the term of this Agreement.

i) The easement granted in this Section 2(a) is an easement in gross granted solely in favor of the City.

ii) Subject to the terms and conditions of this Agreement, Grantor reserves and shall continue to enjoy the use of the Easement Property for any purpose which does not interfere with the easement granted in this Section 2(a), including the right to temporarily locate upon the Easement Property construction equipment and materials used in connection with any construction, maintenance or repairs of any improvements located on the Adjacent Property or the Alley Easement Area, and as a point of ingress and egress to the Building (as further set forth in Section 2(b) below).

b) The City hereby grants Grantor a non-exclusive, perpetual easement over, across and upon the Public Alley, including the Alley Easement Area, for the sole and exclusive purposes as follows: (1) the passage, from time to time, of vehicles, bicycles and pedestrians, over, across, and upon the Alley Easement Area as the same may from time to time be constructed and maintained hereunder for such use for the benefit of Grantor, (2) as a point of ingress and egress to the Adjacent Property and the Building, (3) the construction,

maintenance and installation of the Alley Improvement,

and (4) as its activities relate to the intended use of the Public Alley, all subject to and in accordance with the terms and conditions set forth herein.

SECTION 3. GRANTOR'S CONSTRUCTION AND MAINTENANCE OBLIGATIONS.

a) Grantor shall design, construct and install to CDOT standards, at its own cost and expense, the Alley Improvements substantially in accordance with the plans attached here as Exhibit E.

b) Grantor shall be responsible for obtaining approvals and paying for any and all removals, relocations, alterations, additional maintenance and restorations of or to any utility or public service structures or facilities, or any structures or facilities located in or adjacent to the Easement Property which are owned by the City, including pavements, poles and other facilities and utilities, which are or may be necessary or appropriate to facilitate the installation and construction of the Alley Improvements.

c) Grantor shall secure all necessary permits from the City for the construction and installation of the Alley Improvements.

d) Grantor shall maintain, repair, and replace, at its sole cost and expense, the Alley Easement Area in good order, condition and repair in a manner consistent with other public alleys in the City. The parties acknowledge and agree that Grantor shall not be responsible for maintaining, repairing or replacing any portion of the Public Alley which is not a part of the Alley Easement Area.

SECTION 4. USES WITHIN THE EASEMENT PROPERTY.

a) Grantor reserves the right to promulgate reasonable rules and regulations from time to time with respect to the Alley Easement Area, provided that Grantor has obtained the City's prior written consent with respect to any actions that materially adversely affect the Public Alley. Grantor may at its sole discretion control the use of and access to the Easement Property.

b) Grantor may, with CDOT prior written approval, and from time to time repair, replace, remodel or reconstruct to CDOT standards all or any portion of the Alley Improvements in accordance with its maintenance and repair obligations as set forth in Section 3.

SECTION 5. TERMINATION.

a) Grantor reserves the right, in Grantor's sole and absolute discretion, to terminate the easement granted in Section 2(a) of this Agreement with sixty (60) days' prior written notice to the City.

b) The City reserves the right to terminate the easement granted in Section 2(b) of this Agreement: (a) if Grantor fails to construct the Alley Improvements within the Easement Area within two (2) years after the Effective Date; or (b) after installation of the Alley Improvements, Grantor ceases to maintain, repair, and/or replace the Alley Improvements or the Easement Area for a consecutive period of three (3) months, and in any such case, the Grantor shall have a sixty (60) day cure period to remedy such

default from the City's delivery of written notice of same. If the default is not capable of being cured within the sixty day period, then provided the Grantor has commenced to cure the default and is diligently proceeding to cure the default within the sixty day period, and thereafter diligently prosecutes such cure through to completion, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary

to cure the default. If the default is not cured in the time period provided for herein, the City may terminate the easement granted in Section 2(b) of this Agreement.

(c) In the event either party terminates any of the easements granted herein, all easements granted in Section 2 of this Agreement shall terminate. Upon the effective date of any such termination, the parties agree to execute any instrument as may be reasonably required to evidence such termination including, without limitation, a quit claim deed.

SECTION 6. REMOVAL AND RESTORATION. Upon termination of the easements granted by this Agreement, the Grantor, without cost or expense to the City, shall promptly remove the Alley Improvements from the Easement Property and shall restore the public way to CDOT standards to the extent altered or disturbed by the installation, construction, use, operation, inspection, maintenance, repair, replacement or removal of the Alley Improvements, and all work related thereto, to such public alley's condition prior to the Effective Date, under the supervision and to the satisfaction of the Commissioner of CDOT and in accordance with the Municipal Code of Chicago.

SECTION 7. INDEMNIFICATION. Grantor agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City to the extent directly or indirectly caused by Grantor's, or any of its agents, employees, or contractors negligence or willful misconduct with respect to any construction, repairs, or maintenance of the Alley Improvements in the Alley Easement Area. The City may, but shall not be obligated to, tender defense of any claim subject to Grantor's indemnity described herein.

SECTION 8. INSURANCE. The Grantor acknowledges that City is not responsible for the operation, maintenance, repair, and/or replacement of or security of the Alley Easement Area, including the Alley Improvements, and City has no obligations with respect thereto (other than the provision, through the exercise of the City's right to access the Public Alley and the Alley Easement Area).

a) The Grantor shall procure and maintain, at all times, or shall cause to be procured and maintained, all of the types and coverages of insurance specified below, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement with respect to the Alley Improvements and the Alley Easement Area, whether performed by the Grantor or any of its contractors.

b) The kinds and amounts of insurance required are as follows:

(i) Workers' Compensation and Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide Work under this Agreement.

Employers' liability coverage with limits of not less than One Million Dollars (\$1,000,000) each accident, illness or disease.

(ii) Commercial Liability Insurance (Primary and Umbrella).

Commercial General Liability Insurance, or equivalent, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage liability. All premises and operations, products/completed operations, independent contractors, explosion, collapse, underground, pollution (if commercially available), separation of insureds, defense and contractual liability coverages are to be included. The City is to be named as an additional insured on a primary non-contributory basis for any liability related directly or indirectly to this Agreement.

Contractors performing work for Grantor must maintain limits of not less than \$2,000,000 with the same terms herein.

(iii) Automobile Liability Insurance. (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Grantor provide or cause to be provided, Automobile Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

Contractor performing work for Grantor must maintain limits of not less than \$1,000,000 with the same terms herein.

(c) Additional Requirements

i) The Grantor must provide and cause 'any of its contractors to provide the City of Chicago, Department of Transportation, 30 North LaSalle Street, Room 500, Chicago, Illinois 60602-2570, original Certificates of Insurance, 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. The receipt of any certificate 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 Grantor and contractor is not a waiver by the City of any requirements for the Grantor to obtain and maintain the specified coverages. The Grantor and contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Grantor and contractor of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided.

ii) Grantor agrees to make commercially reasonable efforts to obtain from its insurers, when and if available in the industry, a certificate providing that such coverage shall not be suspended, voided, canceled, non-renewed, or reduced in scope or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

iii) Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Grantor and/or its contractor.

iv) The Grantor hereby agrees and will cause its contractors to agree that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

v) The coverages and limits furnished by Grantor and contractor in no way limit the Grantor's and contractor's liabilities and responsibilities specified within the Agreement or by law.

(v). Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Grantor and contractor under the Agreement.

vii) The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

viii) If Grantor or contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

ix) The Grantor must require Grantor's contractor to provide the insurance required herein. Grantor's contractors are subject to the same insurance requirements of Grantor unless otherwise specified in this Agreement.

x) The City's Risk Management Department maintains the right to modify, delete, alter or change these requirements, provided that the City's Risk Management Department shall provide Grantor with written notice of such modifications, deletions, alterations or changes.

SECTION 9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties as to the easements granted herein. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

SECTION 10. SEVERABILITY. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

SECTION 11. NOTICES. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City

City of Chicago Department of Transportation 30 North
LaSalle Street, 11th Floor Chicago, Illinois 60602 Attn:
Commissioner

With a copy to:

City of Chicago Department of Law 121 North
LaSalle Street Room 600-City Hall Chicago,
Illinois 60602 Attn: Real Estate Division

If to the Grantor:

Norwegian Lutheran Bethesda Home Association
Bethesda Home and Retirement Center 2833 North Nordica
Avenue Chicago, Illinois 60634

With a copy to:

Bridget O'Keefe Daspin & Aument, LLC 227 West Monroe
Street, Suite 3500 Chicago, Illinois 60606

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service. Any notice, demand or communication given pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (c) shall be deemed received three business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. Attorneys for the City and Grantor are authorized to give notices for and on behalf of such parties.

SECTION 12. EXECUTED COUNTERPARTS. This Agreement may be executed in any

number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument. In the event that any signature is delivered by email delivery of a "pdf" format data file of the scanned original, such signature shall create a valid, binding, and enforceable obligation of the party executing, having the same force and effect as if such "pdf signature page were an original thereof. Notwithstanding the forgoing, each party shall promptly deliver an original signature of this Agreement for recording purposes

SECTION 13. GOVERNING LAW. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Illinois without regard to its choice of laws.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Transportation

By:

Name:

Rebekah Scheinfeld Its: Commissioner

THE NORWEGIAN LUTHERAN BETHESDA HOME ASSOCIATION, an Illinois not-for-profit corporation

By:

Name:

Its:

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as _____, he signed and delivered the instrument pursuant to authority given by the Grantor as his free and voluntary act and as the free and voluntary act and deed of the Grantor, for the uses and purposes therein set forth.

GIVEN under my notarial seal this _____ day of _____, 2017.

NOTARY PUBLIC
STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rebekah Scheinfeld, personally known to me to be the Commissioner of Transportation of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as the Commissioner, she signed and delivered the instrument pursuant to authority given by the by the City of Chicago, as her free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this _____ day of _____, 2017.

NOTARY PUBLIC

EXHIBIT A Drawing Depicting Public Alley

EXHIBIT B Adjacent Property Legal Description

Parcel 1:

LOTS 3, 4, 5, 11, 12 AND 13 AND THE VACATED ALLEY LYING SOUTH AND ADJOINING SAID LOTS 3, 4 AND 5 AND NORTH OF AND ADJOINING LOTS 11, 12 AND 13 ALL IN JOHN J. RUTHERFORD'S THIRD ADDITION TO MONT CLARE, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2:

LOTS 6, 7, 9 AND 10 IN JOHN J. RUTHERFORD'S THIRD ADDITION TO MONT CLARE, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS:

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PROPERTY ADDRESSES:

2833 N. Nordica Avenue, Chicago, Illinois 60634 and 7024 W. Wolfram, Chicago, Illinois 60634

EXHIBIT C

Easement Property Legal Description

THE SOUTH 65 FEET OF THE EAST 9 FEET OF LOT 11 IN JOHN J. RUTHERFORD'S 3RD ADDITION TO MONT CLARE IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT D

Alley Easement Area

THE SOUTH 65 FEET OF THE 16 FOOT WIDE PUBLIC ALLEY LYING NORTH OF A STRAIGHT LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 10 TO THE SOUTHEAST CORNER OF LOT 11, LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 9 AND 10, AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 11, ALL IN JOHN J. RUTHERFORD'S 3RD ADDITION TO MONT CLARE IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT E Alley Improvements

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BETHESDA HOME S RETIREMENT COMMUNITY
OPERATIONS AND MAINTENANCE PLAN
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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT ANB AFT/IMA VST

SECTION I - GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable: Norwegian Lutheran Bethesda Home Association

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant
OR
2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest:
OR
3. ☐ a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 2833 W. Nonfca Avenue .

Chicago, IL 60634

C. Telephone: 773-836-3201 Fax: Email: jbo°gess@beHiesd-ome.com <http://ome.com>

D. Name of contact person: Julie Boggess

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

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

Seeking approval of casements govei-ingruse of the alley located attjaaag to 2833 N. Nordica Avenue in Chm°X>, I'liliffllF

G. Which City agency or department is requesting (his EDS? Chicago Department of Transportation

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

Specification # and Contract # ,

Page 1 of 13

SECTION II ~ DISCLOSURE OF OWNERSHIP INTERESTS A. NATURE OF THE
DISCLOSING PARTY

1. Indicate the nature of the Disclosing ☐ 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 LUinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes ☐ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title
See Attachment A

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
None		

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes ☒ No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
Daspin&AumentLLP	300 S. Wacker Drive, #2200, Chicago, Il. 60606	Attorney	Estimated \$3,000

(Add sheets if necessary)

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

SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☒ Yes ☐ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

engagement in connection with the Matter:

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

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

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

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

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

Disclosing Party makes the above certifications to the best of its knowledge.

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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"). N/A

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.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. ☐ is ☐c] is not

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

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

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

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

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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.

I. 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.L, 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

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

___ I • 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 N/A

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

I. 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.L 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

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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.L. and A2. 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 1956 but has not engaged and will not engage in "Lobbying Activities".

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☒ J 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.)

☒ J Yes ☐ J 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?

☒ J Yes ☐ J No

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

☒ J Yes ☐ J No

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

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SECTION Vn- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

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

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

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

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

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing

Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a

contract being handled by the City's Department of Procurement Services, the Disclosing Party must

update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of

Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified

offenses), the information provided herein regarding eligibility must be kept current for a longer period,

as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

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

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded 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 obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. 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 Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Norwegian Lutheran Bethesda Home Association
(Print or type name of Disclosing Party)

Julie Bogess
(Print or type name of person signing)

Chief Executive Officer
(Print or type title of person signing)

< i Notary Public - State of Illinois < , My Commission Expires Jan 19, 2020 ■ Official Seal¹

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

Under Municipal Code Section 2-154-01S, 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 EB.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

TIYcs [x]No

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

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

☐ Yes ☒ No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

☒ Yes

☐ No

☐ Not Applicable

3. If yes to (1) or (2) above, please identify below the name of the person or legal entity identified as a building code scofflaw or problem landlord and the address of the building or buildings to which the pertinent code violations apply.

FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.

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EXHIBIT A

Name	Address	City	State	Zip	Home	Mobile	E-mail
Association Board							
Dirk Danker, Chair	217 S Lombard	Oak Park	IL	60302	708 383-7341	312 425-7652	dwdankeriaNHDKMP.com
Howard Hamilton, Vice Chair	600 North Lakeshore Drive # 1205	Chicago	IL	60611		708 267-1198	fox_foundcrtfviamcri_tech.net
MaryBeth Buschmann, Secretary	943 Monroe Ave.	River Forest	IL	60305	708 771-8478	312 802-5493	marv19426fab2lobal.net <http://marv19426fab2lobal.net>
Suzanne Venema	419 N Eastwood	Mount Prospect	IL	60056	224 545-7820	847 563-0006	Svenema<3!5SSL.com
Chandler Barnes	1036 Superior St.	Oak Park	IL	60302	708 383-3959	708 788-9100	csbr5(<v)comcast.net
Mary Rasmusson	821 Lake St. #3S	Oak Park	IL	60301	708 524 8713		imrasinusson2i2igmail.com <http://imrasinusson2i2igmail.com>
Laverne Schwartz	24 LeMoyne Parkway	Oak Park	IL	60302	708 386 2118		lvschwartz37(S)aol.com
Ruth Reko	1020 N. Harlem St	River Forest	IL	60635	773 610 5101		rreko426f35email.com <http://rreko426f35email.com>
Nan Brouillette	7315 Hoi ley Court	River Forest	IL	60305	773 366 2845		nanbrouillett6ii2mail.com <http://nanbrouillett6ii2mail.com>
Elsa Jacobson	POBox 477031		IL	60647		773 255-5858	elsa.Jacobson.@holmail.co <mailto:Jacobson.@holmail.co>m

022343.00005.22995793.1