



Office of the City Clerk

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Legislation Details (With Text)

File #: O2019-6515
Type: Ordinance
Status: Passed
File created: 7/24/2019
In control: City Council
Final action: 9/18/2019
Title: Expenditure of Open Space Impact Fee funds for grant to Friends of Lakeview NFP for reimbursement or improvement of Lowline pathway from 3411 N Paulina St to N Ashland Ave
Sponsors: Lightfoot, Lori E.
Indexes: Open Space Impact Fees
Attachments: 1. O2019-6515.pdf

Date	Ver.	Action By	Action	Result
9/18/2019	1	City Council	Passed	Pass
7/24/2019	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

July 24, 2019

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the expenditure of Open Space Impact Fee funds.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

ORDINANCE

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

WHEREAS, the City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, it is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, on April 1, 1998, the City Council adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees: (i) be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected, and (ii) be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, the Department of Planning and Development (the "Department") has determined that the Fee-Paying Developments built in the Lakeview Community Area have deepened the already significant deficit of open space in the Lakeview Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998; and

WHEREAS, Friends of Lakeview NFP is an Illinois not-for-profit corporation ("Friends");
and

WHEREAS, the City desires to grant Friends Open Space Fees to pay or reimburse Friends for certain improvements intended to create a pathway generally from 3411 North Paulina Street to Ashland Avenue and generally located beneath the Chicago Transit Authority's Brown Line 'L' tracks in the Lakeview Community Area (the "Project"); and

WHEREAS, the Department wishes to provide to Friends proceeds from the Open Space Fees collected by DOF in an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000) for the Project; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, the Department and Friends have agreed to enter into a grant agreement in substantially the form attached hereto as Exhibit A (the "Agreement") whereby the Department shall pay for or reimburse Friends for a portion of the Project costs; and

WHEREAS, the Department has determined that the use of the Open Space Fees to assist with the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the Project will come from the specific fund set up by DOF for the Lakeview Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, Friends has agreed to use the proceeds from the Open Space Fees for capital improvements relating to the Project subject to the terms and conditions specified in the Agreement; and

WHEREAS, on March 13, 2019, the City Council adopted an ordinance published in the Journal for such date at pages 95531 through 95598, inclusive (the "Bond Ordinance") pursuant to which the City issued its General Obligation Bonds, Series 2019A (the "Bonds"); and

WHEREAS, pursuant to the Bond Ordinance, the proceeds of the Bonds ("Bond Proceeds") may be used to finance, among other things, grants to assist not-for-profit organizations or educational or cultural institutions, or to assist other municipal corporations, units of local government, school districts, the State of Illinois or the United States of America; and

WHEREAS, pursuant to Section 12 of the Bond Ordinance, the City is authorized to enter into grant agreements for such aforesaid purposes; and

WHEREAS, the City wishes to grant Bond Proceeds in an amount not to exceed One Hundred Fifteen Thousand and No/100 Dollars (\$115,000) to Friends to reimburse Friends for a portion of the Project costs; and

WHEREAS, the Department has recommended that the City Council (i) approve the use of the Open Space Fees for the purposes set forth in this ordinance; (ii) make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; and (iii) authorize the Department to enter into the Agreement; now, therefore,

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

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S:\SHARED\Finance\Open <file:///S:/SHARED/Finance/Open> Space Projects\Friends of Lake View NFP Lowline Phase 2\Ordinance v.2.docx

SECTION 1. The above recitals are expressly incorporated in and made part of this ordinance as

though fully set forth herein.

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees for the purpose of funding the Project will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner or Acting Commissioner of the Department (the "Commissioner") is hereby authorized to provide Open Space Fee proceeds to the Board in an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000) from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fees in the amount of One Hundred Thousand and No/100 Dollars (\$100,000) from the Lakeview Community Area's Open Space Fees Funds are hereby appropriated for the purposes described herein.

SECTION 5. Subject to the approval of the Corporation Counsel as to the form and legality, the Commissioner is authorized to execute and deliver the Agreement in substantially the form attached hereto as Exhibit A. and such other documents as are necessary, between the Department and Friends, which may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the Department.

SECTION 6. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 7. This ordinance shall take effect immediately upon its passage.

EXHIBIT A Grant Agreement

See attached.

FRIENDS OF LAKEVIEW NFP GRANT AGREEMENT

This Friends of Lakeview NFP Grant Agreement (this "Agreement") is made as of this day of 2019, by and between the City of Chicago, an Illinois municipal corporation (the "City"), acting by and through its Department of Planning and Development, and Friends of Lakeview NFP, an Illinois not-for-profit corporation (the "Grantee"). Capitalized terms not otherwise defined herein shall have the meaning given in Section 2.

RECITALS

WHEREAS, the Grantee has proposed to undertake the rehabilitation projects described in Exhibit A hereto (the "Project") with respect to certain property located at 3411 North Paulina Street to Ashland Avenue (the "Property") of which the Chicago Transit Authority, an Illinois municipal corporation, has granted a non-exclusive, yearly right-of-entry license (the "ROE"); and

WHEREAS, on April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes collection of fees as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City (the "Open Space Fees"); and

WHEREAS, the Department of Finance has collected Open Space Fees for new dwelling units built in the Lake View Community Area (the "Community") and contiguous communities (the "Proceeds") and has deposited such Proceeds in the fund set up for the Community; and

WHEREAS, on [], the City Council of the City (the "City Council") adopted an ordinance published in the Journal of the Proceedings of the City Council (the "Journal") for said date at pages [] (the "Authorizing Ordinance"), among other things, (i) finding that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees; and (ii) authorizing the transfer of a portion of the Proceeds to the Grantee in an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000) (the "City OSIF Funds), which will provide open space and recreational facilities for the benefit of the residents of the Community; and

WHEREAS, pursuant to an ordinance adopted by the City Council on March 13, 2019, and published in the Journal for such date at pages 95531 through 95598, inclusive, the City issued its General Obligation Bonds, Series 2019A (the "Bonds"); and

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WHEREAS, the City has agreed to make a grant from the proceeds of the Bonds (or such other appropriate and available sources of funds) to the Grantee in an amount not to exceed One Hundred Fifteen Thousand and No/100 Dollars (\$115,000) (the "City Bond Funds," and collectively with the City OSIF Funds,

the "Grant") for costs associated with the Project; and

WHEREAS, completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement; and

WHEREAS, it is anticipated that following completion of the Project, the Grantee will operate and maintain the Project as open space in accordance with this Agreement; and

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 hereto agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference. SECTION

2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Affiliate" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified 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).

"Certificate" shall mean the Certificate of Completion described in Section 7.01 hereof.

"City Comptroller" shall mean the City Comptroller of the City of Chicago.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Funds" shall mean the funds, collectively, the Grant by the City to the Grantee as defined in and in the principal amounts set forth in the Recitals herein for financing a portion of the costs of the Project.

"Closing Date" shall mean the date of execution and delivery of this Agreement, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Completion Date" shall mean the date the City issues its Certificate of Completion.

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"Corporation Counsel" shall mean the City's Office of the Corporation Counsel.

"Department" shall mean the City's Department of Planning and Development.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and

safety and the environment now or hereafter in force, as amended and hereafter amended.

"Equity" shall mean funds of the Grantee in an amount not less than that set forth in Section 4.01 hereof.

"Event of Default" shall have the meaning set forth in Section 11 hereof.

"General Contractor" shall mean the general contractor(s) hired by the Grantee for the Project.

"DPD" shall mean the City's Department of Planning and Development.

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

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Grantee, the Property or the Project.

"Project Budget" shall mean the budget attached hereto as Exhibit B. showing the total cost of the Project by line item, as the same may be amended from time to time with the consent of DPD.

"Reimbursement Event" shall mean an act or omission of by the Grantee or its Affiliate resulting in an Event of Default relating to: (i) a material misrepresentation to the City related to the Project that the City relied upon (as reasonably determined by the City) in its decision to provide City Funds for the Project or to pay any such City Funds to the Grantee; (ii) a fraudulent act or omission related to the Project; (iii) a misappropriation of funds from the uses set forth in the Project Budget resulting in the receipt by the Grantee or its Affiliates of additional fees, commissions or compensation not disclosed in such Project Budget or otherwise approved in writing by DPD; (iv) any intentional or material waste to the Project improvements or any portion thereof; (v) any unapproved use of City Funds for payment or reimbursement of amounts other than costs related to the Project; (vi) a breach of the transfer and assignment restrictions contained in this Agreement; (vii) any material breach of the representations, warranties or covenants regarding environmental matters contained in this Agreement, as applicable; (viii) the occurrence of any material uninsured casualty event to any portion of the Project improvements unless the portion of the improvements damaged by such event is restored within a reasonable

time,

period of time; (ix) material misappropriation or misapplication of insurance proceeds or condemnation awards relating to the Project; (x) any material misrepresentation in any Economic Disclosure Statements and Affidavit submitted by the Grantee or its Affiliates; (xi) any receipt of City Funds after the occurrence of an Event of Default, or the occurrence of an event which, if prompt notice of such event had been given, would have entitled the City to withhold, suspend, reduce or terminate the disbursement of such City Funds under this Agreement; (xii) a breach of Section 8.13, and (xiii) occurrence of a Tax-Exemption Default, as hereinafter defined.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the date on which the final payment of City Funds is made under this Agreement; however, the following shall survive until the Bonds have been fully paid and retired: (i) the duty to cooperate with and assist the City

with the resolution of any governmental or other type of inquiry into or audit of the Bonds and (ii) the duty to cooperate with and assist the City with any actions the City deems necessary in its sole direction in the event of a Tax-Exemption Default.

"WBE(s)" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of procurement Services, or otherwise certified by the City's Department of procurement Services as a women-owned business enterprise.

SECTION 3. THE PROJECT

1 The Project. The Grantee will complete the Project no later than December 31, 2020, or such later date as to which DPD may consent.

2 Project Budget. The Grantee has furnished to DPD, and DPD has approved the Project Budget. The Grantee hereby certifies to the City that (a) the City Funds, together with Equity shall be sufficient to complete the Project, and (b) the Project Budget is true, correct and complete in all material respects.

3 DPD Approval Any approval granted by DPD under this Agreement is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project or otherwise lessen the Grantee's obligations under Section 5.02.

4 Signs and Public Relations. The Grantee shall erect a sign in accordance with a template provided by DPD, and subject to final approval by DPD, in a conspicuous location on the Property during the Project indicating that financing has been provided by the City.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds The cost of the Project is estimated to be \$228,290 which the Grantee will fund from the following sources:

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City Funds
Equity (from donations)
\$215,000 \$ 13,290

ESTIMATED TOTAL \$228,290

Such sources of funds shall be used to pay all Project costs. Except for the City Funds, no other City financial assistance or incentives have been or will be provided for the Project. Any payments of the proceeds of the Grant under this Grant Agreement shall be made from

Fund Number (and/or such other appropriate fund designated by the City)
and are subject, where applicable, to the annual appropriation and availability of funds therein. The maximum amount to be paid under this Agreement shall not exceed \$215,000 without an amendment to this Grant Agreement in accordance with Section 13.01 hereof.

2 City Funds. Subject to the terms and conditions of this Agreement, the City hereby agrees to provide funds solely from the Proceeds and proceeds of the Bonds (and/or other appropriate and available sources) to assist the Grantee in financing the Project.

The Grantee acknowledges and agrees that the City's obligation to pay any City Funds is contingent upon the fulfillment of the conditions set forth of this Agreement, including, without limitation, compliance with the covenants in Section 8.02.

3 Reserved.

4 Cost Overruns The Grantee shall be solely responsible for any Project costs in excess of those set forth in the Project Budget and shall hold the City harmless from any and all such costs.

5 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Grantee's compliance with the provisions of this Agreement. The payment of City Funds is subject to being terminated and/or reimbursed as provided in Section 11.

SECTION 5. CONDITIONS PRECEDENT

The Grantee must satisfy the following conditions before the City will execute and deliver this Agreement, unless such conditions are waived in writing by the City:

1 Project Budget. DPD must have approved the Project Budget.

2 Other Governmental Approvals The Grantee must have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD. Such approvals shall include, without limitation, all building permits necessary for the Project; provided, however, that if the City agrees to close before construction commences, such building permits shall be secured prior to commencement of any such construction work.

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3 Financing The Grantee must have furnished proof reasonably acceptable to the City that it has Equity to complete the Project

4 Reserved.

5 Lease and Property Owner Approval If applicable, the Grantee must have furnished the City with a copy of its lease agreement or ROE with the Property owner and a written certification from the Property owner that it consents to the Project and this Agreement.

6 Insurance The Grantee, at its own expense, must have insured the Property in accordance with Exhibit C hereto, and delivered to DPD actual policies or Accord Form 27 certificates evidencing the required coverages.

7 Reserved.

8 Reserved.

9 Financial Statements The Grantee must have provided DPD with such financial statements as DPD may reasonably require.

10 Corporate Documents; Economic Disclosure Statement . The Grantee must have provided a copy of its Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and the State of Illinois; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation; and such other corporate documentation as the City has requested. If the Grantee is not a corporation, it shall provide comparable documentation based on its entity status. The Grantee must also have provided the City with an Economic Disclosure Statement dated as of the effective date of this Agreement.

11 Litigation The Grantee must have provided to Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving the Grantee and the Property.

SECTION 6. AGREEMENTS WITH CONTRACTORS AND CONSTRUCTION REQUIREMENTS

Not included.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation . Upon completion of the Project in accordance with the terms of this Agreement and upon the Grantee's written request, DPD shall either issue to the Grantee a Certificate certifying that the Grantee has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement or a written statement detailing the measures which must be taken in order to obtain the Certificate. DPD may require a single inspection by an inspecting architect hired at the

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Grantee's expense to confirm the completion of the Project. The Grantee may resubmit a written request for a Certificate upon completion of such measures.

2 Effect of Issuance of Certificate; Continuing Obligations . The Certificate relates only to the performance of the work associated with the Project improvements. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein unrelated to such work will remain in effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described in Section 8.13 hereof will bind any transferee of Grantee's interest under the lease of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Grantee or a permitted assignee under Section 13.15 of this Agreement.

3 Failure to Complete. If the Grantee fails to complete the Project in accordance with the terms of this Agreement, no Certificate will ever be issued, and the City will have the right to terminate this Agreement.

4 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide the Grantee, at the Grantee's written request, with a written notice stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE GRANTEE

8.01 General The Grantee represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

a) the Grantee is a Illinois not-for-profit corporation duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

b) the Grantee has the right, power and authority to enter into, execute, deliver and perform this Agreement;

c) the execution, delivery and performance by the Grantee of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its by-laws, as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Grantee is now a party or by which the Grantee is now or may become bound;

d) during the Term of this Agreement, the Grantee will maintain its ROE for the Property (and all improvements thereon);

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e) the Grantee is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Grantee which would impair its ability to perform under this Agreement;

g) the Grantee has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project;

h) the Grantee is not in default with respect to any agreement or instrument related to the borrowing of money to which the Grantee is bound or for which the Property serves as collateral;

(i) any financial statements provided to the City are and will be, at the time of submittal, true, complete and correct in all material respects;

(j) the Grantee shall not directly or indirectly do any of the following without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (1) be a party to any merger, liquidation or consolidation; (2) sell (including, without limitation, any sale and leaseback), transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property; or (3) enter into any transaction that would cause a material and detrimental change to the Grantee's financial condition;

(k) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with the Grantee in violation of Chapter 2-156-120 of the Municipal Code of the City; and

(l) neither the Grantee nor any Affiliate hereof 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.

(m) Grantee agrees that Grantee, any person or entity who directly or indirectly has an ownership or beneficial interest in Grantee of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Grantee's contractors (i.e., any person or entity in direct contractual privity with Grantee 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 (Grantee 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 during (i) the bid or other solicitation process for this Agreement or Other Contract (as defined below), including while this

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Agreement or any Other Contract is executory, (ii) the term of this Agreement or any Other Contract between Grantee and the City, and/or (iii) any period while an extension of this Agreement or any Other Contract with the City is being sought or negotiated.

Grantee represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Grantee or the date the Grantee 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.

Grantee 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.

Grantee 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.

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

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

For purposes of this provision:

"Other Contract" means any other agreement with the City of Chicago to which Grantee 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, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/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.

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

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2 Covenant to Redevelop. The Grantee shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the Project Budget and all amendments thereto, and all applicable federal, state and local laws, ordinances, rules, regulations, executive orders and codes.

3 Use of City Funds. City Funds shall be used by the Grantee solely for landscaping and trees, a walking path, lighting installation, art panels, fencing and bollards, and seating on the Property, or other costs related thereto.

4 Arms-Length Transactions Unless disclosed in the approved Project Budget or unless DPD has given its prior written consent with respect thereto, no Affiliate of the Grantee may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with the Project. The Grantee shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Grantee and reimbursement to the Grantee for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

5 Conflict of Interest. The Grantee represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project or any consultant hired by the City or the Grantee with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Grantee's business or the Property.

6 Disclosure of Interest The Grantee's counsel has no direct or indirect financial ownership interest in the Grantee, the Property or any other aspect of the Project.

7 Financial Statements. The Grantee shall provide DPD with financial statements for each fiscal year within 90 days of the close of such fiscal year and, at DPD's request, shall provide such interim statements as DPD may require.

8 Insurance. The Grantee shall provide and maintain insurance coverage during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in Exhibit C.

9 Non-Governmental Charges. Subject to the next sentence, the Grantee agrees to pay or cause to be paid when due any Non-Governmental Charges. The Grantee has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

10 Compliance with Laws. The Property and the Project are and shall be owned and operated in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes.

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11 Governmental Charges. Subject to the next paragraph, the Grantee will pay when due all Governmental Charges (as defined below) which are assessed or imposed upon the Grantee, the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances.

The Grantee has the right, before any delinquency occurs, to contest any Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

12 Survival of Covenants. All warranties, representations, covenants and agreements of the Grantee contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Grantee's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

13 Operating Covenant. Grantees agrees to continue to operate as a community based organization that develops open space projects for a period of 5 years.

14 Cooperation in Investigations.

It is the duty of the Grantee and any bidder, proposer, contractor, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of the Grantee and any such bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Grantee represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

15 Independent Contractor

a) The Grantee shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

b) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

c) Grantee is aware that City policy prohibits City employees from directing any individual, to apply for a position with Grantee, either as an employee or as a subcontractor, and from directing Grantee to hire an individual as an employee or as a subcontractor. Accordingly, Grantee must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Grantee under this Agreement are employees or subcontractors of Grantee, not employees of the City of Chicago. This Agreement is not

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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 Grantee.

(d) Grantee will not condition, base, or knowingly prejudice or affect any term or aspect of 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.

e) In the event of any communication to Grantee by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, Grantee will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("OIG Hiring Oversight"), and also to the head of the Department. Grantee will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

f) The parties agree that this Agreement is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

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SECTION 9. ENVIRONMENTAL MATTERS

The Grantee hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. The Grantee agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

SECTION 10. INDEMNIFICATION

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The Grantee agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnities") harmless from and against, any and all liabilities, obligations, losses,- damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnities in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnities in any manner directly or indirectly relating or arising out of this Agreement or the Project. The provisions of the undertakings and indemnification set out in this Section 10 shall survive the termination of this Agreement.

SECTION 11. DEFAULT AND REMEDIES

11.01 Events of Default The occurrence of any one or more of the following events, subject to the provisions of Section 11.03, shall constitute an "Event of Default" by the Grantee hereunder:

- a) the failure of the Grantee to comply with any covenant or obligation, or the breach by the Grantee of any representation or warranty, under this Agreement or any related agreement;
- b) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Grantee; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;
- c) the appointment of a receiver or trustee for the Grantee, for any substantial part of the Grantee's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Grantee; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;
- d) the entry of any judgment or order against the Grantee or the Property which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;
- e) the dissolution of the Grantee or the death of any natural person who owns a 50% or more ownership interest in the Grantee, unless, in the case of a death, the Grantee establishes to the DPD's satisfaction that such death shall not impair the Grantee's ability to perform its executory obligations under this Agreement;
- f) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Grantee or any natural person who owns 5% or more ownership interest in the Grantee, which is not dismissed within thirty (30) days, or the indictment of the Grantee or any

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natural person who owns such a material interest in the Grantee, for any crime (other than a misdemeanor); or

(g) the Grantee allows the Project or the City Bond Funds to be used in any way that adversely affects the tax-exempt status of the Bonds, as determined by the City in its sole discretion, including but not limited to "private business use" as defined in Section 141(b)(6) of the Internal Revenue Code (a "Tax-Exemption Default") If a Tax-Exemption Default has occurred and the City determines, in its sole discretion, that no cure is capable of correcting such default, the City may deliver an immediately effective notice of termination and the Grantee will promptly repay the City the full amount of the City Bond Funds previously distributed to the Grantee and fully cooperate with the City in any actions it deems necessary as a result of the Tax-Exemption Default.

2 Remedies Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy. However, the City shall not be entitled to recover any City Funds previously paid to the Grantee unless the Event of Default involves a Reimbursement Event.

3 Curative Period In the event the Grantee fails to perform any covenant or obligation or breaches any representation or warranty which the Grantee is required to perform under this Agreement, an Event of Default shall not be deemed to have occurred unless the Grantee has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, the Grantee shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured. No such cure period, however, shall apply to Events of Default described in Section 1Kb), (c), (d), (e), (f) or (g), which defaults shall have the cure periods described therein, if any.

SECTION 12. NOTICE

Unless otherwise specified, any notice, demand or request required 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 mail, return receipt requested.

If to the City: City of Chicago
Department of Planning and Development 121 North
LaSalle Street, Room 1000 Chicago, IL 60602 Attn:
Commissioner

With Copies To: City of Chicago
Department of Law
Finance and Economic Development Division

121 North LaSalle Street, Room 600 Chicago, IL
60602

If to the Grantee: Friends of Lakeview NFP
1409 W. Addison Avenue Chicago, Illinois
60613 Attn: Dillon Goodson

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (c) shall be deemed received two (2) business days following deposit in the mail.

SECTION 13. MISCELLANEOUS

1 Amendment This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto.

2 Entire Agreement This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

3 Limitation of Liability No member, official or employee of the City shall be personally liable to the Grantee or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Grantee from the City or any successor in interest or on any obligation under the terms of this Agreement.

4 Further Assurances The Grantee agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

5 Waiver Waiver by the City or the Grantee with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Grantee in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

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6 Remedies Cumulative . The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

7 Disclaimer Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

8 Headings The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

9 Counterparts This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

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

11 Conflict In the event of a conflict between any provisions of this Agreement and the provisions of any bond ordinances relating to the financing of this Project, if any, such ordinance(s) shall prevail and control.

12 Governing Law . This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

13.13 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

13.14 Approval Wherever this Agreement provides for the approval or consent of the City, DPD or the City Comptroller, or any matter is to be to the City's, DPD's or the City Comptroller's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the City Comptroller in writing and in the reasonable discretion thereof. The City Comptroller or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

13.15 Assignment The Grantee may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City.

16 Binding Effect This Agreement shall be binding upon the Grantee, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Grantee, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

17 Force Majeure Neither the City nor the Grantee nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay affected by any such events described above.

18 Exhibits All of the exhibits attached hereto are incorporated herein by reference.

19 Venue and Consent to Jurisdiction If there is a lawsuit under this Agreement, each party may hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

20 Costs and Expenses In addition to and not in limitation of the other provisions of this Agreement, Grantee agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Grantee also will pay any court costs, in addition to all other sums provided by law.

21 Business Relationships Pursuant to Sect. 2-156-030(b) of the Municipal Code, it is illegal for any elected official, 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 official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom

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IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed on or as of the day and year first above written.

CITY OF CHICAGO, a municipal corporation

By:

Reshma Soni City Comptroller

By:
Eleanor E. Gorski
[Acting] Commissioner, Department of Planning and Development

Friends of Lakeview NFP, an Illinois not-for-profit corporation

By:
Dillon Goodson Chief Executive Officer

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EXHIBIT A Project Description

Phase 2: Creation of a pathway connecting 3411 N. Paulina Street to Ashland Avenue beneath the CTA Brown Line 'L' tracks, including more art, creative lighting, and a new park on the west side of Marshfield Avenue.

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EXHIBIT B Project Budget

Phase 2

Landscaping and Trees	\$85,691
Walking Path	\$31,728
Lighting Installation	\$38,000
Art Panels	\$16,400
Fencing & Bollards	\$29,921
Seating	\$10,000
Planning & Design	\$ 8,750
Construction Administration	\$ 7,800

TOTAL AMOUNT: \$228,290

EXHIBIT C

Insurance Requirements

A. Grantee

The Grantee must provide and maintain at Grantee's own expense during the term of the Agreement the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

1) Workers Compensation and Employers Liability -

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement, and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella) -

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the

following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) All Risk Property -

All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. The City of Chicago is to be named an additional insured on a primary, non-contributory basis during the term of the Agreement.

B. Grantee or Contractor

The Grantee must provide and maintain, or caused to be provided by Contractor, the following insurance during the Construction phase of the Project work:

1) Workers Compensation and Employers Liability -

Same as (1) above, but with coverage limits of not less than \$500,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella) -Same as (2)

above.

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Automobile Liability (Primary and Umbrella) -

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Railroad Protective Liability - Specialized Coverage, As Applicable

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

5) Professional Liability -

When any architects, engineers, or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-

made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

6) Valuable Papers -

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

7) Contractors Pollution Liability - Specialized Coverage, As Applicable

When any work is performed which may cause a pollution exposure, Contractor's Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Agreement scope of services with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured.

C. ADDITIONAL REQUIREMENTS

The Grantee must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal

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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 Grantee is not a waiver by the City of any requirements for the Grantee to obtain and maintain the specified coverages. The Grantee must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Grantee of the 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 stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must 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 must be borne by Grantee.

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

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

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Grantee under the Agreement.

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

The Grantee must require the Contractor to provide the insurance required herein, or Grantee may provide the coverages for the Contractor. All Contractors are subject to the same insurance requirements of Grantee unless otherwise specified in this Agreement.

If the Grantee, or any Contractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

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

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**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation EDS # 143891**

SECTION I - GENERAL INFORMATION

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

Friends of Lakeview NFP Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

1409 W Addison St Chicago, IL 60613
United States

C. Telephone:

773-472-7171

Fax: Email:

dillon@lakeviewchamber.com <mailto:dillon@lakeviewchamber.com>

D. Name of contact person:

Mr. Dillon Goodson

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

45-1865395

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

Grants in the amounts of \$100,000 in OSIF funding derived from the Lake View Community Area fund and \$115,000 in City bond' funding to support the Lakeview Low-Line Project.

Which City agency or department is requesting this EDS?

DEPT OF PLANNING AND DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY 1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

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

Yes

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

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY: 1.a.1 Does the Disclosing

Party have any directors?

- 2 -

Yes

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

Officer/Director:

Title:

Role:

Officer/Director:

Title:

Role:

Mr. Dillon Goodson CEO

Director

Ms. Lisa Santos

President

Officer

Officer/Director:

Title:

Role:

Officer/Director:

Title:

Role:

Officer/Director:

Title:

Role:

Officer/Director:

Title:

Role:

Officer/Director:

Title:

Role:

Officer/Director:

Title:

Role:

Ms. Stephanie Bazanos

Director

Ms. Heather Way Kitzes

Secretary

Officer

Ms. Jill Heise Vice President Officer

Mr. Frank Campise

Treasurer

Officer

Ms. Kris Hallowell Director

Ms. Erin Schwartz Director

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

No

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

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

No

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

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry,

any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

Yes

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

2. Name: PORT Urbanism

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Anticipated/ Retained:

53 W. Jackson Blvd.
Chicago, IL 60604 United States

Relationship:

Fees

(\$\$ or %): Estimated/Paid:

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

No

SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

B. FURTHER CERTIFICATIONS

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

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

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

I certify the above to be true

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section 11(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction;
a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

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

I certify the above to be true

5. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

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- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

I certify the above to be true

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

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

I certify the above to be true

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

I certify the above to be true

8. [FOR APPLICANT ONLY]

- i. Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever

- been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

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NOTE: If MCC Chapter 1-23. Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

I certify the above to be true

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

I certify the above to be true

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

I certify the above to be true

11. The following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party
is not a "financial institution"

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D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

No

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and

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

- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156. imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics <<http://www.cityofchicago.org/Ethics>>. and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above The Disclosing Party understands

and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Article I of Chapter 1-23 (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

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APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if

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

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

No

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

No

APPENDIX C-PROHIBITION ON WAGE & SALARY HISTORY SCREENING

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com <<http://www.amlegal.com>>), generally covers a party to any agreement pursuant to which they: (i) receive City

of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

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

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

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

ADDITIONAL INFO

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

List of vendor attachments uploaded by City staff

None .

List of attachments uploaded by vendor

None.

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CERTIFICATION

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

Is/ 07/17/2019 Mr. Dillon Goodson CEO
Friends of Lakeview NFP

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

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