Legislation Details (With Text)

File #:	O2019-8005		
Type:	Ordinance	**Status:**	Passed
File created:	10/16/2019	**In control:**	City Council
		Final action:	12/18/2019
Title:	Lease agreement with Music Box Foundation for use of City-owned property at 6843 S Harper Ave as center for music education and community programming		
Sponsors:	Lightfoot, Lori E.		
Indexes:	Lease		
Attachments:	1. O2019-8005.pdf		

Date	Ver.	Action By	Action	Result
12/18/2019	1	City Council	Passed	Pass
12/11/2019	1	Committee on Housing and Real Estate	Recommended to Pass	
10/16/2019	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

LORI E. LIGHTFOOT MAYOR

October 16, 2019

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of a lease agreement for property located at 6843 South Harper.

Your favorable consideration ofthis ordinance will be appreciated.

Very truly yours,

powered by Legistar™

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago as Landlord, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease with Music Box Foundation, as Tenant, for use of the property located at 6843 South Harper Avenue as a center for music education and programming; such Lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

\

LEASE

THIS LEASE (the "Lease") is made and entered into this day of **, 2019 (the "Commencement Date") by and between, the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Fleet and Facility Management, and having its principal offices at 121 N. LaSalle Street, Chicago, IL 60602, (herein referred to as "City" or "Landlord"), and MUSIC BOX FOUNDATION, an Illinois not-for-profit corporation, having its principal office at 7018 South Emerald Avenue, Chicago, IL 60621 (hereinafter referred to as "Tenant").**

RECITALS

WHEREAS, Landlord is the owner of the real property located at 6843 South Harper Avenue, Chicago, Cook County, Illinois, 60637, and legally described on Exhibit A attached hereto and made a part hereof (the "Premises"); and

powered by Legistar™

WHEREAS, the Property is improved with a vacant 2-story masonry building that was previously utilized by Landlord as a fire station for Landlord's Fire Department; and

WHEREAS, the Premises was previously leased to a non-profit organization for use as a community center and the lease has been terminated; and

WHEREAS, Tenant is a not-for-profit organization that provides music education and programming to members of the community; and

WHEREAS, Tenant currently operates the Premises as a community center for music education and programming (the "Community Center") pursuant to that certain right of entry agreement dated July 31, 2019 (the "Right of Entry"); and

WHEREAS, the Right of Entry will expire on January 26, 2020, and the Tenant desires to continue operating the Community Center on the Premises after said expiration; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, the Premises to be used for Tenant's Community Center, upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the 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

The recitals set forth above constitute an integral part of this Lease and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION 2. GRANT

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises as described in the first recital above.

SECTION 3. TERM

The term of this Lease ("Term") shall commence on the Commencement Date, and shall end on December 31, 2026, unless sooner terminated as set forth in this Lease.

SECTION 4. RENT. TAXES, AND UTILITIES

1 Rent. (Tenant shall pay base rent for the Premises in the amount of One Dollar ($1.00) for the entire Term, with the receipt and sufficiency of said sum hereby acknowledged by both parties. The term "Rent" as used herein means the base rent of $1.00 plus all other payments due under this Lease ofany kind or nature.

powered by Legistar™

2 Utilities. Tenant shall be responsible for supplying and paying for all utility services to the Premises. Tenant shall pay when due all charges for gas, electricity, light, heat, water, sewer, power, telephone or other communication service, and all other utility services used in, or supplied to, the Premises. Landlord shall not have any responsibility for providing, delivering, or paying for any utilities supplied to the Premises.

3 Taxes and Other Levies. Tenant acknowledges that the Premises are exempt from real estate taxes. Tenant shall pay when due any real estate or leasehold taxes, interest, or penalties assessed or levied on the Premises as a result of Tenant's occupancy of the Premises. Tenant shall contact the appropriate taxing body to ascertain the tax amount assessed on the subject Premises, if any, that are to be assessed on the Premises as a result of Tenant's occupancy. Tenant shall pay such amounts and Tenant shall provide Landlord with proof of payment in full within ten (10) days of such payment. Tenant further acknowledges that real estate taxes are paid one (1) year in arrears in Cook County and that as a result Tenant shall be responsible for the satisfaction of leasehold, real estate, and other property taxes assessed or levied on the Premises on account of Tenant's use for at least one year after Tenant vacates the Premises. Tenant's failure to pay any such taxes, interest, or penalties shall constitute a default under this Lease. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or taxes, interest, or penalties levied against the Premises. The failure of Tenant to pay such taxes, interest, or penalties during the pendency of the contest shall not constitute a default under this Lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination ofthis Lease.

4 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent or other costs due hereunder shall be deemed to be other than on account of the amount due. No endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice as to Landlord's

right to recover the balance of such installment or payment. Landlord may pursue any other remedies available to Landlord at law or equity.

SECTION 5. CONDITION AND ENJOYMENT OF PREMISES. ALTERATIONS AND ADDITIONS. SURRENDER

1 *Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions ofthis Lease on its part to be kept, observed and performed, shall lawfully enjoy the Premises (subject to the provisions ofthis Lease) during the Term without hindrance or molestation by Landlord.*[1]

2 Tenant's Duty to Maintain Premises and Right of Access. Tenant shall, at Tenant's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all relevant State and Federal laws and with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction") and Title 15 ("Fire Prevention") and all applicable provisions of the Landscape Ordinance of the City of Chicago. If Tenant shall refuse or neglect to make needed repairs within thirty (30) days after written notice thereof sent by Landlord, unless such repair cannot be remedied within (30) days, and Tenant shall have commenced and is diligently pursuing all necessary action to remedy such repair. Landlord, at Landlord's option, is authorized to either make such repairs and Tenant will promptly and within thirty (30) business days of demand reimburse Landlord for the reasonable cost thereof, or

powered by Legistar™

Landlord can immediately terminate this Lease by providing the Tenant with written notice thereof. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of Landlord's desire to enter the Premises and Landlord will schedule its entry so as to minimize any interference with Tenant's use of Premises.

3 Use of the Premises. Tenant covenants that Tenant shall use the Premises strictly to operate its Community Center. Tenant shall not use the Premises in a manner that creates excessive noise or disturbs neighboring properties. Tenant shall not use the Premises in a manner that would violate any applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments (collectively, "Laws"). Tenant further covenants not to do or suffer any waste or damage, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. Tenant shall comply in all respects with any Laws which may be applicable to the Premises or to,the use or manner of use of the Premises. The promotion and operation of the Premises shall not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. In addition, Tenant covenants that Tenant shall not use said Premises for any other political functions or for religious activities of any sort. Parking is not allowed on the Premises. Tenant shall not operate the Premises for parking purposes or in a manner that would cause the Premises to be deemed a "Competing Parking Facility" under the Chicago Metered

Parking System Agreement dated December 4, 2008, as amended on June 5, 2013, by and between the City of Chicago and Chicago Parking Meters, LLC.

4 Alterations and Additions. Tenant may not make any alterations, additions and/or improvements to the Premises, including any fencing or land grading, without the -prior written consent of Landlord's Commissioner ofthe Department of Fleet and Facility Management. Any additions and improvements shall be without cost to Landlord and shall become property of Landlord at Lease termination without offset or other credit to Tenant.

5 Obligation to Restore the Premises. Upon completion of the Term, Tenant shall promptly restore the Premises to the condition or better existing as of the Commencement Date, and shall remove all personal property, trash, wastes and debris placed on the Premises by Tenant or its agents. Tenant shall dispose of all trash, wastes and debris in accordance with all applicable Laws, including without limitation, all applicable Environmental Laws (as hereinafter defined). Any personal property, trash or debris left by Tenant on or about the Premises shall be considered abandoned and may be disposed of in the City's sole discretion. Tenant agrees to pay for any removal or disposal costs the City may incur. The City shall be reimbursed for all sums it pays in connection with this Lease. Such reimbursement shall occur within fifteen (15) days of such City payment, with interest accruing from the date of such City payment at the rate of 12% per annum. Tenant shall be responsible for any damage to the Premises or any surrounding Premises, structures, utility lines or subsurface lines or cables caused by the acts or omissions of Tenant or its agents, including but not limited to, vandalism or misuse of the Premises, and shall undertake any repairs necessitated by such acts or omissions.

6 Hazardous Substances. Tenant shall not use or store any Hazardous Substances (defined below) on the Premises unless otherwise approved by the City's Department of Fleet and Facility Management. Tenant

powered by Legistar™

shall promptly notify the City if Tenant discovers any Hazardous Substances on the Premises. As used in this Lease, the term "Hazardous Substances" shall mean any toxic substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws (as defined hereunder), or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, polychlorinated biphenyls (PCBs), crude oil, any fraction thereof, or refined petroleum products such as oil, gasoline, or other petroleum-based fuels, lead paint, asbestos or asbestos-containing materials, urea formaldehyde, any radioactive material or by-product material, radon and mold. "Environmental Laws" shall mean any and all Laws, permits and other requirements or guidelines of governmental authorities applicable to the Premises and relating to the regulation and protection of human health, safety, the environment, natural resources or to any Hazardous Substances, including without limitation, any Laws requiring the filing of reports and notices relating to Hazardous Substances.

SECTION 6. ASSIGNMENT, SUBLEASE, AND LIENS

6.1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof without Landlord's prior written consent.

2 Tenant's Covenant against Encumbering Title. Tenant shall not do any act which shall in any way encumber the fee simple estate of the Landlord in and to the Premises, nor shall the interest or estate of the Landlord in the Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject to and subordinate to the paramount title and rights of Landlord in and to the Premises.

3 Tenant's Covenant against Liens. Tenant shall not permit the Premises to become subject to any mechanic's, laborer's, or materialmen's liens on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, Landlord, at its election, may, but is not obligated to, pay and satisfy same, and all sums so paid by Landlord, shall become immediately due and payable by Tenant, with interest from the date of payment at the rate set at 12% per annum, provided that such rate shall not be deemed usurious by any federal, state or local law.

SECTION 7. INSURANCE AND INDEMNIFICATION

7.1 Insurance. The Tenant shall procure and maintain at all times, at Tenant's own expense, during the Term of this Lease, the insurance coverages and requirements specified below, insuring all operations related to this Lease. The kinds and amounts of insurance required are as follows:

a) Workers Compensation and Employers Liability Insurance. Workers Compensation as prescribed by applicable law, covering all employees who have access to the Premises under this Lease, and

powered by Legistar™

Employer's Liability Insurance with limits of not less than $500,000 each accident, illness or disease.

b) Commercial Liability Insurance. (Primary and Umbrella). Commercial General Liability Insurance or equivalent, with limits of not less than $2,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago, its employees, elected officials, agents, and representatives shall be named as additional insureds under the policy. The additional insured coverage shall not have any limiting endorsements or language under the policy such as, but not limited to, Tenant's sole negligence or the Additional Insured's vicarious liability. Tenant's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Lease, Tenant shall provide and maintain Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence, for bodily injury and property damage. The City of Chicago shall be named as an additional insured on a primary, non-contributory basis.

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

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

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

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

Tenant hereby grants to Landlord a waiver of any right of subrogation which any insurer of Tenant may acquire against Landlord by virtue of the payment of any loss under the insurance. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Landlord has received a waiver of subrogation endorsement from the insurer(s).

powered by Legistar™

Tenant expressly understands and agrees that any coverages and limits furnished by Tenant shall in no way limit Tenant's liabilities and responsibilities specified within this Lease or by law.

Tenant expressly understands and agrees that its insurance is primary and any insurance or self-insurance programs maintained by Landlord shall not contribute with insurance provided by Tenant.

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

If Tenant is a joint venture or limited liability company, the insurance policies shall name the joint venture or limited liability company as a named insured.

If Tenant maintains higher limits than the minimums shown above, Landlord shall be entitled to coverage for the higher limits maintained by Tenant. Any available insurance proceeds in excess ofthe specified minimum limits of insurance and coverage shall be available to the Landlord.

Notwithstanding any provision to the contrary, the City of Chicago, Department of Finance, Office of Risk Management, maintains the rights to modify, delete, alter or change these requirements at any time during the Term of this Lease.

7.3 Tenant's Indemnification. Tenant shall indemnify, defend, and hold Landlord harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations under this Lease or Tenant's negligent acts or failure to act, or resulting from the acts or failure to act of Tenant's contractors, respective officers, directors, agents, or employees. This Section shall survive the expiration or termination of this Lease.

SECTION 8. DAMAGE OR DESTRUCTION

8.1 Damage or Destruction. If the Premises are damaged, destroyed, or sustain a casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Landlord's opinion or Tenant's opinion, the Premises are rendered unusable, either Landlord or Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving the other party five (5) days written notice to such effect.

SECTION 9. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

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

powered by Legistar™

2 Duty to Comply with Governmental Ethics Requirements. Landlord and Tenant shall comply with Chapter 2-156 ofthe Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract, as an inducement

for the award of that contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable in the sole discretion of the City.

SECTION 10. HOLDING OVER

10.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on January 1, 2027. During such holding over all provisions of this Lease shall remain in full force and effect.

SECTION 11. MISCELLANEOUS

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

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

With a copy to:

City of Chicago
Department of Law
Real Estate Division
121 N. LaSalle Street, Suite 600
Chicago, Illinois 60602

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

Music Box Foundation c/o Vernon Lloyd
7018 S. Emerald Ave. Chicago, Illinois
60621

With a copy to:

Music Box Foundation

powered by Legistar™

6843 S. Harper Ave. Chicago, Illinois
60637

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

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

3 Governing Law. This Lease shall be construed and be enforceable in accordance with the laws ofthe State of Illinois, without regard to its choice of laws principles.

4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto. This Lease may be executed in several duplicate counterparts, each of which shall be deemed an original of this Lease for all purposes.

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

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

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

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

>.

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

10 Termination of Lease. Landlord and Tenant shall have the right to terminate this Lease for any reason without penalty by providing each other with 30 days prior written notice at any time after the Commencement Date.

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

12 Amendments. From time to time, the parties hereto may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of this Lease, including but not limited to the expansion or reduction of the Premises. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both Landlord and Tenant. Such amendment(s) shall only take effect upon execution by both parties. Upon execution, such amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

13 No Other Rights. This Lease does not give the Tenant any other right with respect to the Premises, including, but not limited to, closure of streets, sidewalks, or other public thoroughfares. Any rights not specifically granted to Tenant by and through this document are reserved exclusively to Landlord. Execution of this Lease does not obligate the City in any manner and the City shall not undertake any additional duties or services including, but not limited to, custodial services, maintenance, security, or snow removal.

14 No Conflict with Metered Parking Concessions Agreement. No provisions of this Lease shall conflict with the Metered Parking Concessions Agreement entered into between Landlord and Chicago Parking Meters, L.L.C.

15 Municipal Marketing Efforts. The City shall have the right, at the City's sole discretion, but not the obligation, to install a digital advertising sign on the Premises as part of the City's municipal marketing efforts, subject to the separate approval of City Council.

16 Lease Construction. This Lease has been prepared by Landlord and reviewed and approved by Tenant. This Lease shall not be interpreted against either Landlord or Tenant because of the parties' mutual efforts to finalize this Lease.

SECTION 12. ADDITIONAL RESPONSIBILITIES OF TENANT

12.1 Snow Removal. Tenant shall provide and pay for prompt removal of snow and ice from the Premises and sidewalks that immediately abut the Premises. Tenant acknowledges that Landlord shall not have any responsibilities relative to snow or ice removal on the Premises and/or the sidewalks that immediately abut the Premises.

powered by Legistar™

2 Landscaping, Debris and Weed Removal. Tenant shall assume the responsibility for landscaping the Premises. Tenant agrees to clear debris and to remove weeds, so as not to let debris sit or accumulate on the property or to allow weeds to grow on the Premises or around the sidewalks abutting the Premises. Tenant acknowledges that Landlord shall not have any responsibilities relative to landscaping, debris removal, or weed removal on the Premises and/or the sidewalks that immediately abut the Premises.

3 No Tail gating. Tenant shall not permit tailgating on the Premises.

4 No Alcohol or Illegal Drugs. Without exception, Tenant shall not permit the consumption of alcoholic beverages of any kind on the Premises. Tenant shall not permit the use of any illegal drugs ofany nature on the Premises.

12.5- Satisfaction with Condition. Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof and accepts the Premises in its "As-Is" condition.

6 Illegal Activity. Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises, is illegal, or increases the rate of insurance on the Premises.

7 Hazardous Materials. Tenant shall keep out and off of the Premises materials which cause a fire hazard or safety hazard and shall comply with reasonable requirements of Landlord's risk management department as may be requested from time to time. Tenant shall not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto.

8 No Religious or Political Use. Tenant shall not allow the Premises to be used for any religious or political purposes as set forth in Section 5.3 and this Section 12.8.

9 No Fees. Tenant shall not charge a fee to any staff, or other invitee for use of, or access to, the Premises.

10 Required Permits. For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. The Landlord's Department of Fleet and Facility Management must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach ofthe terms of this Lease. Tenant acknowledges that this Lease shall not act as a substitute for any permit that may be required.

11 Non-Discrimination. Tenant agrees that Tenant shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises or any part thereof.

12 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume all responsibility for

powered by Legistar™

any repairs to the Premises necessitated by the negligence, vandalism, or misuse ofthe Premises or equipment therein by Tenant's employees, invitees, agents, contractors or third parties. Tenant may perform such repairs with service providers suitable to Landlord and at Tenant's sole cost without further setoff or deduction from Landlord. In the event Tenant is unwilling or unable to perform said repairs, Landlord may perform such repairs subject to full reimbursement to Landlord by Tenant of all costs required for such repairs including, but not limited to, labor and material associated with such repairs.

13 No Other Rights. This Lease does not give Tenant any other right with respect to the Premises. Any rights not specifically granted to Tenant by and through this Lease are reserved exclusively to Landlord. Execution of this Lease does not obligate Landlord in any manner not specified in this Lease and Landlord shall not undertake any additional duties or services.

14 Security. Tenant is responsible for securing the Premises during the Term ofthis Lease.

15 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, or Tenant's invitees, or any third parties entering the Premises.

16 Economic Disclosure Statement Affidavit ("EDS") Updates. Throughout the Term, Tenant shall provide Landlord with any material updates to the information previously submitted in Tenant's Economic Disclosure Statement and Affidavit ("EDS"). Landlord may also request such updates from time to time. Failure to provide such information on a timely basis shall constitute a default under this Lease.

17 Compliance with All Laws. Tenant and its agents shall comply at all times with any and all applicable Laws. Contract provisions that are required to be included in this Lease by any such Laws shall be deemed included.

18 Tenant Default. Tenant must adhere to all provisions of this Lease. Failure of Tenant to adhere to all provisions of this Lease will result in default. Notwithstanding any provision in this Lease to the contrary, in the event of such default, Landlord will notify Tenant in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, Tenant must cure such default within ten (10) business days. If Tenant does not cure such default within ten (10) business days, Landlord may cancel this Lease with five (5) days written notice.

SECTION 13. TENANT DISCLOSURES AND REPRESENTATIONS

13.1 Business Relationships. Tenant acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom

the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Lease, that a

powered by Legistar™

violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Tenant hereby represents and warrants that no violation of Section 2-156 -030 (b) has occurred with respect to this Lease or the transactions contemplated hereby.

2 Patriot Act Certification. Tenant represents and warrants that neither Tenant nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control ofthe 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.

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

3 Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this Lease) ("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 (Tenant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Lease by Tenant, (ii) while this Lease or any Other Contract is executory, (iii) during the Term of this Lease or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this Lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

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

Tenant 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.

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

Notwithstanding anything to the contrary contained herein, Tenant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision

powered by Legistar™

or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Lease, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Lease, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Tenant intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Lease, the City may elect to decline to lease the Premises to Tenant or to terminate the Lease after execution.

For purposes of this provision:

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

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

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

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

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

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

powered by Legistar™

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

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

6 Cooperation with Inspector General. It is the duty of every officer, employee, department, agency, contractor, subcontractor, user of real property and licensee of the City, and

every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Tenant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

13.7 2014 Hiring Plan Prohibitions.

1. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan", as amended (the "2014 City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 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.

2. Tenant is aware that City policy prohibits City employees from directing any individual to apply for a position with Tenant, either as an employee or as a subcontractor, and from directing Tenant to hire any individual as an employee or as a subcontractor. Accordingly, Tenant must follow its own hiring and contracting procedures, without being influenced by the City or City employees. Any and all personnel provided by Tenant under this Lease are employees or subcontractors of Tenant, not employees of the City of Chicago. This Lease is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship ofany kind between the City and any personnel provided by Tenant.

powered by Legistar™

3. Tenant will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Lease, or offer employment to any individual to provide services under this Lease, 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 Lease, 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.

4. In the event of any communication to Tenant by a City employee or City official in violation of paragraph 2 above, or advocating a violation of paragraph 3 above, Tenant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office ofthe Inspector General ("OIG Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Lease. Tenant will also cooperate with any inquiries by OIG Hiring Oversight.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as ofthe day and year first above written.

LANDLORD:

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

BY: DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By:
Commissioner

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

By:
Deputy Corporation Counsel

powered by Legistar™

TENANT:

MUSIC BOX FOUNDATION,
an Illinois not-for-profit corporation

By:

Name: _

Title:

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

LOT 18 IN THOS. B. MARSTON'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 6843 S. Harper
Chicago, Illinois

Property Index Number: 20-23-408-012-0000
6483 S. Harper Ave. Lease No. 20356

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

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

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

h/\.-S1 c)3>ta(Aft h v a)

Check ONE ofthe following three boxes:

Indicate yraether the Disclosing Party submitting this EDS is:

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

3. [ ] a legal entity with a direct or indirect right of control ofthe Applicant (see Section 11(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: 1_?<nL^3 \~\Af- <file:///~/Af-> ^^dl

C. Telephone: 713-3 .3"H %^H- Fax:T7.V.3u3-H ft__ Email:

D. Name of contact person: Q P**"*)L_>

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

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

ke/Ko c4 ClU-&\Aht,y prayerWc«\V<-^ <*-r- 5 farf^ A/e-

G. *Which City agency or department is requesting this EDS?^^^.^.)- £)tx)t * f/r-L)*

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

Specification # and Contract #

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A, NATURE OF THE DISCLOSING PARTY

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

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

2. _ _ . ^ ///./V tj S

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

[V4 Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

powered by Legistar™

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

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

Name Title

.Vv f si..-*. V-\9 i _ _ ri.i, d^?;l .

feyeflty uW<n<^ ,5c>-,r.->>, o-j

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

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

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

^ Name Business Address Percentage Interest in the Applicant

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

Has the Disclosing Party provided any income or compensation to any City elected official during'the 12-month period preceding the date of this EDS? [ ] Yes [|/]No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City / elected official during the 12-month period following the date of this EDS? [ ] Yes [ft'No

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

powered by Legistar™

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

inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in

Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

[ ] Yes iA No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

(Add sheets if necessary)

fV^Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities. SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage

powered by Legistar™

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

[ ] Yes [ ]No j/]No person directly or indirectly owns 10% or more of the Disclosing Party.

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

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

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

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

powered by Legistar™

a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

5. Certifications (5), (6) and (7) concern:
   - the Disclosing Party;
   - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
   - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
   - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official ofthe Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

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

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise: or

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Dcbarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials,

powered by Legistar™

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

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

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

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

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent ofthe City, use any such

contractor/subcontractor that docs not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

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

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

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

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of

powered by Legistar™

all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

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

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

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

aVA-

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

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

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

powered by Legistar™

[ ] Yes EVjNo

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

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

Name	Business Address	Nature of Financial Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

powered by Legistar™

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(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.

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 ofthe statements and information set forth in paragraphs A(l) and A(2) above.

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

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(l) 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

powered by Legistar™

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? [JYes [,]
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.)
[JYes [JNo

2. Have you filed with the Joint Reporting Committee,, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [J No [ ] Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[JYes [J No

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

- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics <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.

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 th© City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses)," the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

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

_____

(Print or type exact leeal name of Disclosing Party)

By:

(Sign here)

(Print or type name of person signing)

^r^i'^^ (f^-l_

(Print or type title of person signing)

Signed and sworn to before me on (date)

at C'ft felL County, _.\|'cy,V3 (state).

Notary Public

Commission expires

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party -ot 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 ofthe 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

powered by Legistar™

stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.l.a., ifthe Disclosing Party is a corporation; all partners of the Disclosing Party, ifthe Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

[]Yes [UNo

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

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

[ ]Yes

2. Ifthe 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 MCC Section 2-92-416? /

[V1 The Applicant is not publicly traded on any exchange.

powered by Legistar™

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

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX C

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com <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 2-92-385,1 hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(l) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

[ ]Yes

[*] N/A -1 am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

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

If you checked "no" to the above, please explain.

powered by Legistar™