



Office of the City Clerk

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

Legislation Details (With Text)

File #: O2020-1346
Type: Ordinance
File created: 2/19/2020
Status: Passed
In control: City Council
Final action: 4/24/2020
Title: License agreement with Bucktown Community Organization for installation of mural on exterior of wall of Bucktown-Wicker Park Branch Library at 1701 N Milwaukee Ave
Sponsors: Lightfoot, Lori E.
Indexes: License
Attachments: 1. O2020-1346.pdf

Date	Ver.	Action By	Action	Result
4/24/2020	1	City Council	Passed	Pass
3/13/2020	1	Committee on Housing and Real Estate	Recommended to Pass	
2/19/2020	1	City Council	Referred	

OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

February 19, 2020

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

Ladies and Gentlemen:

At the request of the Commissioner of Assets, Information and Services, I transmit herewith an ordinance authorizing the execution of a license agreement with the Bucktown Community Organization.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago as Grantor, the Commissioner of the Department of Assets, Information and Services is authorized to execute a License Agreement with Bucktown Community Organization, to permit the installation of a mural on the northeast exterior wall of the Bucktown-Wicker Park Branch of the Chicago Public Library, located at 1701 North Milwaukee Avenue; such License Agreement to be approved by the Commissioner of the Department of Cultural Affairs and Special Events, and approved as to form and legality by the Corporation Counsel in substantially the following form:

LICENSE NO. 20368

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this _____ day of _____, 2020 by and between THE CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government (herein referred to as "City") and BUCKTOWN COMMUNITY ORGANIZATION, an Illinois not for profit corporation (hereinafter referred to as "Licensee").

RECITALS

WHEREAS, City is the owner of the building known as the Bucktown-Wicker Park Branch Library, located at 1701 North Milwaukee Avenue, Chicago, Illinois, part of PIN 14-31-322-031-0000 (the "Property"); and

WHEREAS, City has agreed to provide Licensee with access to the northeast exterior masonry wall of the Property (the "Northeast Wall") solely for the purpose of installing and maintaining a decorative mural (the "Permitted Use"); and

WHEREAS, the mural (the "Mural") is the work of the artist(s) listed on Exhibit A attached hereto (the "Artist(s)"); and

WHEREAS, the Mural will consist of panels attached to the Northeast Wall, decorated with the images shown on Exhibit B attached hereto.

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

1. Grant. City hereby grants to Licensee a non-exclusive license to use the Northeast Wall for the purpose of conducting the Permitted Use.

2. Term. The term ("Term") of this License Agreement is from the date set forth above through December 31, 2040, unless terminated earlier pursuant to this License Agreement. The City may terminate this License Agreement at any time by providing Licensee with thirty (30) days prior written notice of termination for any

reason whatsoever.

3. Fee. Licensee shall pay a license fee for access to the Northeast Wall in the amount of One Dollar (\$1.00) for the Term the License Agreement, with the receipt and sufficiency of said sum hereby acknowledged by both parties.

4. Taxes. Licensee shall pay any taxes, assessments, impositions or other charges levied upon the Northeast Wall resulting from the use or placement of any image or structure thereon by Licensee, if any.

5. City/Licensee Relationship. This License Agreement is not a lease and does not grant an easement interest or any other interest in real property, or create any interest in Licensee in the Northeast Wall or the Property other than a revocable license interest. No act of or failure

LICENSE NO. 20368

to act by either party to this License Agreement shall create any interest in Licensee in the Northeast Wall of the Property so as to result in any adverse possession claim, even if such failure to act should extend for many years.

6. Use of the Northeast Wall. Licensee shall not use the Northeast Wall in a manner that would violate any law. Licensee further covenants not to do or suffer any waste or damage the Northeast Wall, and to comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Northeast Wall or to the use or manner of use of the Northeast Wall. Licensee shall only use the Northeast Wall for the Permitted Use, and Licensee may not use the Northeast Wall for any other purpose whatsoever without the City's prior written consent, which shall be in the City's sole discretion. This license is non-exclusive and is subject to any use or purpose by the City.

7. Permits. Prior to accessing the Northeast Wall, License must secure all necessary permits and governmental approvals, including any permits or approvals that may be needed from the Chicago Department of Transportation for sidewalk closures, required to perform the Permitted Use. Licensee understands that this License Agreement shall not act as a substitute for any such permits or approvals that may be required. Licensee shall provide copies of all required permits and approvals to the City prior to accessing the Property.

8. Installation Method. Licensee shall meet with representatives from the Department of Assets, Information & Services on-site to discuss installation of the mural. Licensee shall be required to follow the installation method that is prescribed by the Department of Assets, Information & Services for securing the mural to the Northeast Wall, and shall be responsible for fixing damage, if any, caused to the Northeast Wall during installation.

9. Standards for Murals. The Mural shall comply with the City's policies for murals displayed on City property:

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

see.

- b. Selection Criteria: murals shall be selected (i) to appeal to a broad-based audience of all ages, (ii) to present a positive, welcoming image of the City to tourists, visitors, and residents, and (iii) to reflect and respect the diversity of the City of Chicago's culture and people.
- c. Limitations: murals shall contain only graphics and no words, and shall not be used to convey expressly commercial, political or religious messages. No murals shall be allowed that are obscene, indecent, defamatory, or against the public policies of the City, state, or federal governments or agencies.
- d. Selections within City's Sole Discretion: the City shall have the right to consent to any proposed decorative mural(s) to be displayed on the Northeast Wall. The City shall approve only those murals which, in the City's sole discretion, satisfy the requirements of this Section 8.

LICENSE NO. 20368

10. Artist Waiver. Licensee shall secure a Visual Artists Rights Act (17 U.S.C. § 101 et seq.) waiver from the Artist(s), as listed on Exhibit A, who will be participating in the Mural on the Northeast Wall. Such waiver shall be in a form acceptable to City and in a format substantially compliant with the waiver sample attached hereto and made a part hereof as Exhibit C. If requested by City, Licensee shall also obtain any consents required under any copyright, license, or similar intellectual property agreement necessary for the display of the Mural, if any.

11. Supervision. City reserves the right to supervise Licensee's installation of the Mural on the Northeast Wall. Licensee shall notify the City in writing when Licensee intends to install the Mural so that City can supervise the Licensee's installation to the extent necessary to protect the Northeast Wall and the Property from damage.

12. Assignment. Licensee shall not assign this License Agreement in whole or in part.

13. Licensee's Covenant against Liens. Licensee shall keep the Property free of all liens of contractors, subcontractors or suppliers for material and/or services provided at the Northeast Wall. In the event any lien or encumbrance is recorded against the Property as a result of any action taken by Licensee, Licensee shall be liable for the cost of discharging and releasing the same.

14. Insurance. Licensee must at all times during the duration of this License Agreement maintain and pay for general liability insurance applicable to the Property naming the City as an additional insured on the policy or policies for a combined bodily injury and property damage limit of liability not less than \$ 1,000,000 for each occurrence. Upon execution of this License Agreement, Licensee must deliver to City a copy of its certificate of insurance evidencing the existence of such insurance. If Licensee fails or refuses to maintain insurance as required, or fails or refuses to furnish City with the required proof that the insurance has been renewed or otherwise maintained, the City may immediately terminate this License Agreement. ^

15. Licensee's Indemnification. Licensee shall indemnify and hold harmless the City and its representatives, agents, employees, contractors, successors and assigns from all loss, cost, damage or expense because of injury to or death of any person or persons, including Licensee, or damage to any property, arising out of or caused by the maintenance, repair, use, presence, operation or removal of the Mural or any structure

or thing owned or used by Licensee located upon the Northeast Wall, or Licensee's use of the Northeast Wall, whether or not it is alleged or determined that any such loss, cost, damage or expense mentioned herein, was caused by a direct violation of this License Agreement, or through negligent acts or omissions of the Licensee, or its employees, if any. Licensee shall pay all attorneys' fees and all costs and other expenses arising from or incurred by the City in connection with any of such indemnified claims. The provisions of this paragraph are not applicable to loss or damage arising from the City's intentional acts or omissions.

16. Licensee's Personal Property. Licensee shall be responsible for securing the Mural and Licensee's personal property located at or on the Northeast Wall. City has no responsibility for the loss or damage to the Mural or Licensee's personal property, located at or on the Northeast Wall.

LICENSE NO. 20368

17. Repairs for Licensee Negligence, Vandalism, or Misuse. Licensee shall assume responsibility for any repairs to the Northeast Wall and the Property necessitated by the negligence, vandalism, or misuse of the Northeast Wall by Licensee's employees, invitees, agents, clients, or contractors.

18. Hazardous Materials. Licensee shall not use any materials in the Mural, or for the installation of the Mural, which cause a fire hazard or safety hazard. Licensee shall not store any hazardous materials at or on the Northeast Wall.

19. Illegal Activity. Licensee, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Northeast Wall or the Property, is illegal, or increases the rate of insurance on the Property.

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

21. Condition on Surrender. Upon the termination or cancellation of this License Agreement, Licensee shall remove the Mural and surrender the Northeast Wall to City in a comparable or better condition to the condition of the Northeast Wall at the beginning the Term, with normal wear and tear taken into consideration. If Licensee fails to timely remove the Mural before the end of the Term, Licensee shall be deemed to have abandoned the Mural and City shall have the right to remove or otherwise dispose of it, and the right to retain any proceeds from the disposal of the Mural.

22. Intellectual Property. Licensee hereby grants to the City an irrevocable and royalty-free license to make and/or to permit others to make use of the Mural or its components without prior consent of Licensee [or the Artist] for the following purposes: To the City for noncommercial purposes only which include the following: Photographs of the Mural, which photographs may be utilized in advertising, catalogues, brochures, programs and media publicity for educational purposes, public relations purposes, arts promotional purposes; such license includes the right of the media to utilize such approved photographs in the City's catalogues and other

similar publications. The City agrees not to charge for reproduction fees in connection with such reproductions for non-commercial purposes. [All such reproductions shall contain a credit to the Artist and a copyright notice substantially in the following form: Title of the artwork, copyright, Artist name, and year of creation.]

23. Third Party Infringement. The City shall not be liable to Licensee, the Artist, or any contributor to the Mural for unauthorized use of the Mural by third parties.

24. 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

LICENSE NO. 20368

requests by Licensee to City shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to City as follows:

City of Chicago
Department of Assets, Information & Services Office of Real
Estate Management 30 North LaSalle Street, Suite 300 Chicago,
Illinois 60602

or at such other place as City may from time to time designate by written notice to Licensee. All notices, demands, and requests by City to Licensee 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 Licensee as follows:

Bucktown Community Organization 1658 N.
Milwaukee Avenue Chicago, Illinois 60647

or at such other place as Licensee may from time to time designate by written notice to City. Any notice, demand or request which shall be served upon Licensee by City, or upon City by Licensee, 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.

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

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

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

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

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

LICENSE NO. 20368

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

31. Amendments. From time to time, the parties hereto may administratively amend this License Agreement with respect to any provisions reasonably related to Licensee's use of the Northeast Wall and/or City's administration of this License Agreement. Provided, however, that such amendment(s) shall not serve to materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both City and Licensee. Such amendment(s) shall only take effect upon execution by both parties. Upon execution, such amendment(s) shall become a part of this License Agreement and all other provisions of this License Agreement shall otherwise remain in full force and effect.

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

33. Counterparts. This License Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

LICENSE NO. 20368

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the day and year first above written.

CITY:

THE CITY OF CHICAGO,

an Illinois municipal corporation and home rule unit of government

DEPARTMENT OF ASSETS, INFORMATION & SERVICES

By:

Commissioner

DEPARTMENT OF CULTURAL AFFAIRS & SPECIAL EVENTS

By:

Commissioner

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

Deputy Corporation Counsel Real Estate Division

LICENSEE:

BUCKTOWN COMMUNITY ORGANIZATION,
an Illinois not-for-profit corporation

By:

Name:

Its:

LICENSE NO. 20368

EXHIBIT A [the Artist(s)]

[Name(s) of Artist(s) to be attached prior to execution of this License Agreement]
LICENSE NO. 20368

EXHIBIT B
(depiction of the Mural)

[depiction of mural to be attached prior to execution of this License Agreement]
LICENSE NO. 20368

EXHIBIT C VISUAL ARTISTS RIGHTS ACT WAIVER

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

The Work and its use(s):

[Artist] By: _ Its:

This instrument was acknowledged before me on

(date) by

(name/s of person/s) as
e.g., officer, trustee, etc.) of
instrument was executed).

(type of authority,
(name of party on behalf of whom

(Signature of Notary Public)

1701 N. Milwaukee Ave. Licesnse No.
20368

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:

Bucktown Community Organization

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

2. ☐ a legal entity currently holding, or anticipated to hold within six months after City action on
the

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 of the 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:

1658 M Milwaukee
Chicago, IL 60647

C. Telephone: 4045197269
<mailto:darien.hallagan@bucktown.org>

Fax; Email: darien.hallagan@bucktown.org

D. Name of contact person: Darien Hallagan

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):

License agreement for installation of mural at 1701 N. Milwaukee Ave.

G. Which City agency or department is requesting this EDS? Dept. of Assets, Information & Services

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

Specification # and Contract #

Ver.2018-1 Paget of 15

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
 - ☐ Joint venture
 - ☒ Not-for-profit corporation
- (Is the not-for-profit corporation also a 501(c)(3))?
- ☒ Yes ☐ No ☐ Other (please specify)

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

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

☐ Yes

☐ No

☒ Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

Name Title

Eva Bergart - Vice President & Director
no members which are legal entities Taylor

Elrod - Secretary & Director

Karly Coogan - Treasurer & Director Steve
Jensen - President & Director

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

Page 2 of 15

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
None		

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? [JYes [x] No

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

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

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party? [] Yes [x] No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

Page 3 of 15

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.
Sam Marts, 1474 N Milwaukee, Chicago 60622		Designer	Estimated Fee: \$4000 - retained
Chicago Signs and Screens, 2537 W. North Ave, Chicago, 60647			Estimated Fee: \$11,000 - retained

(Add sheets if necessary)

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

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

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

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

Page 4 of 15

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.
4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).
5. Certifications (5), (6) and (7) concern:
- the Disclosing Party;
 - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
 - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
 - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Page 5 of 15

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

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

official capacity;

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

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

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

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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

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

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

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

Page 6 of 15

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

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

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

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

Steve Jensen, Director Community Service, Ward 32

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

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

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

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

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

Page 7 of 15

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

here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

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

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

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

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

by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

Ver.2018-1

Page 9 of 15

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes ☐ No

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No ☐ Reports not required

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

☐ Yes ☐ No

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

Page 10 of 15

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.
- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

Page 11 of 15

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 name of person signing)

(Print or type exact legal name of Disclosing Party)

(Print or type title of person signing)

Signed and sworn to before me on (date) ^g^aoifo SeT^SOfr!)

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

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

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

☐ Yes

☒ No

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

Page 13 of 15

**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 ☒ No

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

☐ Yes ☒ No ☐ The Applicant is not publicly traded on any exchange.

3. If yes to (1) 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.

(

Page 14 of 15

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

☐ Yes

☐ No

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

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1). If you checked "no" to the above, please explain.

Page 15 of 15