



# Office of the City Clerk

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

## Legislation Details (With Text)

**File #:** O2020-5180  
**Type:** Ordinance  
**File created:** 10/7/2020  
**Status:** Passed  
**In control:** City Council  
**Final action:** 1/27/2021  
**Title:** Use agreement with Lincoln Square Ravenswood Chamber of Commerce authorizing Open Space Impact Fee funds for Ainslie Arts Plaza on N Lincoln Ave between W Gunnison St and W Ainslie St  
**Sponsors:** Lightfoot, Lori E.  
**Indexes:** Use  
**Attachments:** 1. O2020-5180.pdf

Date	Ver.	Action By	Action	Result
1/27/2021	1	City Council	Passed	Pass
1/14/2021	1	Committee on Special Events, Cultural Affairs and Recreation	Recommended to Pass	
10/7/2020	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

I/ORI E. LIGHTFOOT  
MAYOR

October 7, 2020

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the expenditure of open space impact fees for Ainslie Arts Plaza.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

## ORDINANCE

WHEREAS, the City of Chicago (the "City"), is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

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

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

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

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

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

WHEREAS, the Department of Planning and Development ("DPD") has determined that significant deficits of open space persist in the Lincoln Square community area, which deficits were previously documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309-69311 of the Journal of the Proceedings of the City Council ("Journal") of the same date; and

WHEREAS, DPD has determined that residents' needs for public open spaces in the Lincoln Square community area is not adequately met by currently existing open space areas, insofar as The CitySpace Plan recommends that a public open space should be available within a short walk of all residents; and

WHEREAS, Lincoln Square Ravenswood Chamber of Commerce, an Illinois not-for-profit corporation ("LSR Chamber") desires to obtain the right to use real property from the City having the common address located on North Lincoln Avenue between West Gunnison Street and West Ainslie Street ("Property"), which is identified on Exhibit A attached hereto and made a part hereof; and

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WHEREAS, LSR Chamber is a community based organization; and

WHEREAS, the City desires to grant LSR Chamber impact fee funds to pay or reimburse LSR

Chamber for a portion of the developmental costs for Ainslie Art Plaza (the "Funded Project"); and

WHEREAS, DPD desires to provide to LSR Chamber Open Space Fees in amounts not to exceed \$56,550 for the Funded Project; and

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

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that the use of the Open Space Fees to fund the Funded Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific funds set up by DOF for the Lincoln Square Community Area, in which the Fee-Paying Developments are located and from which the Open Space Fees were collected; and

WHEREAS, DPD has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein through this ordinance; and

WHEREAS, DPD has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, the City Council finds that the development of the Property by LSR Chamber for use as public open space will help alleviate the public open space shortage in the Lincoln Square community area and is in the best interests of the City; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made part of this ordinance as though fully set forth herein.

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

SECTION 3. The Commissioner and a designee of the Commissioner are each hereby authorized, subject to the approval of the City's Corporation Counsel to enter into an agreement with the LSR Chamber substantially in the form of Exhibit B attached hereto and made a part hereof in connection herewith, containing such terms as the Commissioner deems necessary, and to provide Open Space Fees proceeds to LSR Chamber in an aggregate amount not to exceed \$56,550, from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fees in the amount of \$56,550 from the Lincoln Square Community Area Open Space Fees Funds are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

EXHIBIT A PROPERTY DESCRIPTION (Subject to Final Title  
and Survey)

COMMONLY KNOWN AS: Land parcel on North Lincoln Avenue between West Gunnison Street and West Ainslie Street, CHICAGO, ILLINOIS

EXHIBIT B GRANT AGREEMENT (attached)  
**GRANT AGREEMENT BETWEEN**

**THE CITY OF CHICAGO AND**  
**LINCOLN SQUARE RAVENSWOOD CHAMBER OF COMMERCE**

Ainslie Art Plaza

This grant agreement (this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Chicago (the "City"), an Illinois municipal corporation, acting through its Department of Planning and Development ("DPD"), and Lincoln Square Ravenswood Chamber of Commerce, an Illinois not-for-profit corporation ("LSR Chamber"). LSR Chamber and the City are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, LSR Chamber is a community based organization; and

WHEREAS, LSR Chamber desires to obtain the right to use real property from the City having the common address located on North Lincoln Avenue between West Gunnison Street and West Ainslie Street ("Property"); and

WHEREAS, the City is a municipal corporation and home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

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

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

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

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

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

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defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, the Department of Planning and Development ("DPD") has determined that the Fee-Paying Developments built in the Lincoln Square Community Area have deepened the already significant deficits of open space in the Lincoln Square Community Area, which deficits were documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309-69311 of the Journal of the Proceedings of the City Council (the "Journal") of the same date; and

WHEREAS, the City desires to grant LSR Chamber impact fee funds to pay or reimburse LSR Chamber for land development costs associated with the development of community garden at a parcel of land generally located at North Lincoln Avenue between West Gunnison Street and West Ainslie Street (the "Project"); and

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

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific funds set up by DOF for the Lincoln Square Community Area, in which the Fee-Paying Developments are located and from which the Open Space Fees were collected; and

WHEREAS, DPD desires to provide to LSR Chamber Open Space Fee proceeds in an amount not to exceed \$56,550 (the "Grant") to undertake the Project; and

WHEREAS, on \_\_\_\_\_, 2020, the City Council of the City adopted an ordinance published in the Journal for said date on pages \_\_\_\_\_ to \_\_\_\_\_ thereof, among other things, finding that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees and authorizing the Grant subject to certain terms and conditions; and

WHEREAS, under the terms and conditions hereof, the City agrees to make the Grant available to LSR Chamber; and

WHEREAS, the City and LSR Chamber have among their powers and authority the ability to contract with each other to perform the undertakings described herein;

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

## TERMS AND CONDITIONS

### SECTION 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated into this Agreement and made a part hereof.

### SECTION 2. THE GRANT

A. Subject to the provisions set forth in this Agreement, the City will disburse the Grant to pay or reimburse LSR Chamber for all or part of the cost of completing the Project. The Grant must be used exclusively towards completion of the Project. If the Grant should exceed the cost of completing the Project, LSR Chamber must repay any such excess Grant funds to the City.

B. LSR Chamber hereby acknowledges and agrees that the Grant may be used only to pay garden development costs as described in Exhibit 1 ("Eligible Costs").

C. LSR Chamber is solely responsible for any fees, costs and expenses in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses.

D. The source of funds for disbursements under this Agreement is Fund Number PS 04 131 54 5004 2604.

E. LSR Chamber hereby acknowledges and agrees that the City's obligations hereunder are subject in every respect to the availability of the Open Space Fee proceeds. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of Grant funds, then the City will notify LSR Chamber in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

### SECTION 3. COVENANTS AND REPRESENTATIONS

LSR Chamber hereby warrants, represents and/or covenants to the City that:

A. LSR Chamber will use the Grant Funds solely for the Project and to pay only for Eligible Costs.

B. LSR Chamber will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the Project, LSR Chamber, or the Grant. Upon the City's request, LSR Chamber will provide evidence of such compliance satisfactory to the City.

C. LSR Chamber agrees that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they

appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

D. LSR Chamber has full power and authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all requisite corporate action.

E. Signing, delivery and performance by LSR Chamber of this Agreement does not violate its bylaws, articles of incorporation, resolutions or any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document, including any related to borrowing monies, to which LSR Chamber is party or by which it is bound. †

F. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting LSR Chamber that would materially impair its ability to perform under this Agreement.

G. LSR Chamber is not in default on any loan or borrowing that may materially affect its ability to perform under this Agreement.

H. LSR Chamber and all its contractors and subcontractors shall meet labor standards and prevailing wage standards required by federal, state and City laws, regulations and ordinances.

I. LSR Chamber shall maintain and keep in force, at its sole cost and expense, at all times during its existence, insurance in such amounts and of such type as set forth in Section 6 hereof.

J. LSR Chamber shall at all times perform its work in fulfilling LSR Chamber's corporate mission with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

K. LSR Chamber shall comply with all policies issued by the City relating to Illinois not-for-profit corporations and federal tax-exempt entities, as such policies may be modified, amended or supplemented from time to time.

L. LSR Chamber shall operate the Property, or cause it to be operated, as an open public space for such term.

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

N. It is the duty of LSR Chamber and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors,

agents, partners, and employees of LSR Chamber and any such bidder, proposer, subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code. LSR Chamber represents that it understands and will abide



by all provisions of Chapter 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

#### SECTION 4. TERM

The term of this Agreement shall commence on the date hereof and shall expire upon completion of the Parties' compliance with their respective obligations hereunder or termination of this Agreement according to its terms, whichever occurs first.

#### SECTION 5. DISBURSEMENTS

The City will disburse the Grant funds to LSR Chamber after the City has reviewed and approved a listing of Eligible Costs, in such detail and with such supporting documentation as the City may require.

#### SECTION 6. INSURANCE

LSR Chamber shall provide and maintain at LSR Chamber's own expense, or cause to be provided during the term of the Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

##### A. INSURANCE TO BE PROVIDED

##### 1) Workers Compensation and Employers Liability

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

##### 2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

##### 3) Automobile Liability (Primary and Umbrella)

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

##### 4) Professional Liability

When any architects, engineers or professional consultants perform work in connection with this Agreement, LSR Chamber shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000.

## B. . OTHER REQUIREMENTS

LSR Chamber will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement,"and Renewal Certificates of Insurance, or such similar evidence, ifthe coverages have an expiration or renewal date occurring during the term of this Agreement. LSR Chamber shall submit evidence of insurance on the City of Chicago Insurance Certificate Form or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreements have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure ofthe City to obtain certificates or other insurance evidence required under this Agreement shall not be deemed to be a waiver by the City of any requirements for LSR Chamber to obtain and maintain the specified coverages.

LSR Chamber shall advise all insurers ofthe Agreement provisions regarding insurance. Non-conforming insurance shall not relieve LSR Chamber of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

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

LSR Chamber expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall not contribute with insurance provided by LSR Chamber under the Agreement.

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

LSR Chamber shall require all subcontractors to provide the insurance required herein or LSR Chamber may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements as LSR Chamber is subject to under this Agreement, unless otherwise specified herein.

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

## SECTION 7. INDEMNIFICATION

LSR Chamber agrees to indemnify and hold the City, its officials, agents and employees harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, attorney's fees and court costs suffered or incurred by the City arising from or in connection with this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

## SECTION 8. DEFAULT, REMEDIES AND TERMINATION

A. If LSR Chamber, without the City's written consent, fails to complete the Project within 365 days after the date hereof or transfers title to the Project property to a third party after the date hereof, then the City may terminate this Agreement by providing written notice to LSR Chamber. If the City so terminates this Agreement, LSR Chamber shall reimburse the City promptly any amounts received pursuant to this Agreement.

B. If LSR Chamber defaults by failing to perform any of its obligations under this Agreement not described in paragraph A of this Section 8, and does not cure its default as provided in paragraph C of this Section 8, the City may terminate this Agreement and LSR Chamber will repay the City promptly any amounts received pursuant to this Agreement.

C. If LSR Chamber's default is not described in paragraphs A of this Section 8, the City will give LSR Chamber 30 days advance written notice of the City's intent to terminate stating the nature of the default. If LSR Chamber does not cure the default within the 30-day notice period, the termination will become effective at the end of the period. With respect to those defaults that are not capable of being cured within the 30-day period, LSR Chamber will not be deemed to be in default if it has begun to cure the default within the 30-day period and thereafter diligently and continuously pursues the cure of the default until cured.

D. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of the agreements contained in this Agreement, or damages for failure of performance, or both.

E. Failure by LSR Chamber or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement and the transactions contemplated hereby

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## SECTION 9. NO LIABILITY OF OFFICIALS

No elected or appointed official or member or employee or agent of the City shall be charged personally by LSR Chamber or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

## SECTION 10. NO BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

Pursuant to Section 2-156-030(b) of the Chicago Municipal Code, it is illegal for (i) 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 any business relationship that creates a "Financial Interest" (as defined in Section 2-156-010 of

the Municipal Code) on the part of the official, or the "Domestic Partner" (as defined in Section 2-156-010 of the Municipal Code) or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months, and (ii) for any elected official to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has any business relationship that creates a Financial Interest on the part of the official, or the Domestic Partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. Any violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated hereby.

## SECTION 11. GENERAL CONDITIONS

A. Assignment. This Agreement, or any portion thereof, shall not be assigned by either party without the express prior written consent of the other.

B. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

C. Counterparts. This Agreement may be executed in counterparts and by different parties in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

D. Entire Agreement. This Agreement contains the entire agreement between the City and LSR Chamber and supersedes all prior agreements, negotiation and discussion between them with respect to the Project

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E. Exhibits. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

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

G. Inspection and Records. LSR Chamber shall provide the City with reasonable access to its books and records relating to the Project as shall be required by the City and necessary to reflect and disclose fully the amount and disposition of the Grant. Any duly authorized representative of the City shall, at all reasonable times, have access to all portions of the Property where the Project is located. The rights of access and inspection provided in this paragraph shall continue for five years from the later of the expiration or the termination of this agreement

H. Modification. This Agreement may not be modified or amended except by an agreement in writing signed by the parties.

I. - Notice. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the address set forth below by any of the following means:  
(a) personal service; (b) electronic communication, whether by telex, telegram, or fax; (c)

overnight courier; or (d) registered or certified first class,'mail postage prepaid, return receipt requested.

City of Chicago  
Department of Planning and Development Attention: Commissioner  
City Hall, Room 1000 121 N. LaSalle Street Chicago, Illinois 60602 (312) 744-4190  
(312) 744-2271 (Fax)

Department of Law City of Chicago  
Attention: Finance and Economic Development Division  
City Hall, Room 600  
121 N. LaSalle Street  
Chicago, Illinois 60602  
(312) 744-0200  
(312) 744-8538 (Fax)

Lincoln Square Ravenswood Chamber of Commerce 2611 W. Lawrence Avenue Chicago, IL 60625 Phone-  
(773) 728-3890 Fax. (872) 208-5544  
Attention: Rodolpho P. Flores, Executive Director

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Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof shall be deemed received three business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

J. Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or LSR Chamber, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or LSR Chamber.

K. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

L. Titles and Headings. Titles and headings in this Agreement are inserted for convenience and are not intended to be part of or affect the meaning or interpretation of this Agreement.

M. Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party hereto

agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

N. Waiver. Waiver by the City with respect to the breach of this Agreement shall not be considered or treated as a waiver of the rights of the City with respect to any other default or with respect to any particular default except to the extent specifically waived by the City in writing. Any waiver by the City must be in writing. Failure of the City, for any period of time or on more than one occasion, to exercise any remedy available to the City under this Agreement or otherwise shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent event of default. No act of omission or commission of the City, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by the City and then only to the extent specifically recited therein.

O. Executive Order 2011-4. LSR Chamber agrees that LSR Chamber, any person or entity who directly or indirectly has an ownership or beneficial interest in LSR Chamber of more than 7.5 percent ("Owners"), spouses and Domestic Partners of such Owners, LSR Chamber's

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Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractors of more than 7.5 percent ("Sub-owners") and spouses and Domestic Partners of such Sub-owners (LSR Chamber 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 (the "Mayor") or to his Political Fundraising Committee (i) after execution of this bid, proposal or Agreement by LSR Chamber, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between LSR Chamber and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

LSR Chamber represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached LSR Chamber or the date LSR Chamber approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a Contribution of any amount to the Mayor or to his Political Fundraising Committee.

LSR Chamber agrees that LSR Chamber shall not: (a) coerce, compel or intimidate LSR Chamber's employees to make a Contribution of any amount to the Mayor or to the Mayor's Political Fundraising Committee; (b) reimburse LSR Chamber's 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.

LSR Chamber 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.

LSR Chamber agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If LSR Chamber violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the

Agreement resulting from this specification, the Commissioner may reject LSR Chamber's bid.

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 to which LSR Chamber are a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code; (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.

11

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

"Political Fundraising Committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code.

[The remainder of this page is intentionally blank. Signatures  
appear on the following page.]

12

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By:

Maurice D. Cox Commissioner  
Department of Planning and Development

**LINCOLN SQUARE RAVENSWOOD CHAMBER**  
**OF COMMERCE,**  
an Illinois not-for-profit corporation

By:

Rodolpho P. Flores Executive  
Director

Exhibit 1

Eligible Cost Ainslie Arts Plaza

Item	Cost
Concrete Planters	\$2,050.00
Globe Lighting in Trees	\$12,850.00
Perimeter Fencing	\$2,750.00
Muralist (Painting of Street)	\$7,500.00
Entry Pylon/Interactive Signage	\$2,400.00
Planters	\$1,900.00



Landscaping	\$ 6,500.00
Park Furniture(benches etc.)	\$12,050.00
Storage Shed	\$1,750.00
Plaza Design Work	\$4,000.00
Labor for constructing elements	\$2,800.00
<b>TOTAL OSIF REQUESTED</b>	<b>\$56,550.00</b>

**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:

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

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

C. Telephoned: 773-604-6100 Fax: 312-769-5500 Email: 312-769-5500

D. Name of contact person:

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): The AULCW TO in ICCo4 StWAfcE EJ\*IBiS\* <3D C\UMQe Of COMMERCE

SAattqblri >> POSCIC SffraE N. MEMOS BgT^&S^ V4, <^MttW4

G. Which City agency or department is requesting this EDS? r^>^QH4» fc»JC> C^gMfl>\*fc>3T

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

Page 1 of 15

## SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

T. Indicate the nature of the Disclosing Party:

- |   |  |
|---|--|
| <input type="checkbox"/> Person                                   | <input type="checkbox"/> Limited Liability company       |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership   |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture                   |
| <input type="checkbox"/> Sole proprietorship                      | <input type="checkbox"/> 1/Q. Not-for-profit corporation |
| <input type="checkbox"/> General partnership                      | (Is the not-for-profit corporation also a 501(c)(3))?    |
| <input type="checkbox"/> Limited partnership                      | <input type="checkbox"/> Yes      04 No                  |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> 1 Other (please specify) _____  |

■■■ "

s^vcoa> .

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

'■Mfe . :

3. For legal entities not organized in the State of Illinois: Has the organization registered to do

3. business in the State of Illinois as a foreign entity? V :

1 J 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

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

> -tut q^aLUfio

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

*Lincoln Square Ravenswood Chamber of Commerce - Board of Directors as of 5/30/20*

**Ed Kaamarek, Past Chair Anne Merritt,**

**Scott Friedland, Board President David Camp, Board Treasurer Sean Cooper Hagen**

**Dost Adam Garcia Amy Hansen Tim Joyce Carly Kati**

**Marissa Vanden Boot Aaron Zacharias :**

Rodolfo P. Flores, Jr., Executive Director, LSRCC

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WA-v;L.r.col?:5qu3rf\*K3vt<»s<vvoc<J.Of3 ■ e; 'n\*o(Kljir,ins\*s-Sjrg

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 ☐ No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such interest(s).

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 ☐ 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.
--	------------------	--	---

( Add sheets if necessary)

[ J 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 4.

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their childsupport 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?

f ] YesUj I ] No jxl No person directly or indirectly owns 10% or more ofthe Disclosing Party. ,

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

f ] Yes [ ]No ly \

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 ofany public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an indi vidua! or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitorthe 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 ofany line, 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 ofany tax administered by the Illinois Department of Revenue.

Page 4 of IS

**Lincoln Square - Ainslie Arts Plaza**

The following parties are expected to be retained by the Lincoln Square Ravenswood Chamber of Commerce / Special Service Area:

Party Name -	Address	Scope of Work	Est. SSA Cost	Notes
Patch Landscaping	6107 N Ravenswood Chicago, IL 60660	Landscaping	\$6,500	

Andrea Jablonski	4048 W Chicago, Unit B Chicago, IL 60651	Artist - Community Mural	\$7,500
Wausau Tiles	9001 US-51 BUS, Rothschild, WI 54474	Planters	\$1,600
Teska Associates	627 Grove Street #2 Evanston, IL 60201	Design Work	\$4,000

Lincoln Square Ravenswood Chamber of Commerce 2611 W Lawrence Avenue, Chicago IL 60625 | p  
773 728 3890 | f 773 769 4855 www.LincolnSquareRavenswood.org  
<<http://LincolnSquareRavenswood.org>> | e [info\(5\)lincolnsquare.org](mailto:info(5)lincolnsquare.org)

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) tamsaction 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 stol en-property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committin any of the o

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

e. liable in a civil proceeding, or in any criminal or civil action, including actions concerning

e. environmental violations, instituted by the City or by the federal government, any state, or any other

e. unit of local government.

■ ~ • .

4. The Disclosing Party understands shall comply with the applicable requirements of MCC Chapters 2r5^

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 I V, "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: -y;; --

a. bribed or attempted to bribe, or been convicted, or adjudged guilty of bribery or attempting to bribe,

- a. a public officer or employee of the City, the State of Illinois, or any agency of the federal government
  - a. or of any state or local government in the United States of America, in that officer's, or employee's .
  - a. 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)^
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. (TOR 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 contractor/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

Wr.2017-i-i

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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").<sup>v</sup>

. A//A ^

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 C ^ 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

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 predator}' 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 if necessary):

. i)cwL : : ....

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?

. I J Yes ; i \$q 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

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 federal lyTuhde'd 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. .. i\ "

' ' v'f' v ■ ■:

Is the Disclosing Party the Applicant?

".v'

f ]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.) " : ■•■'■' "

I. J 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:

## 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](http://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

D. request. Some or all of the information provided in, and appended to, this EDS may be made publicly

D. available on the Internet, in response to a Freedom of Information Act request, or otherwise, By

D. completing and signing this EDS, the Disclosing Party waives and releases any possible rights or

D. claims which it may have against the City in connection with the public release of information

D. contained in this EDS and also authorizes the City to verify the accuracy of any information submitted

D. 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.

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CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and 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 legal name of Disclosing Party)

(Print or type name of person signing) (Print or type title of person signing)

Commission expires

Signed and sworn to before me on (date) Qd"j zy^o . at Coo i<L~ County, \_T~lJfrtt>t r (state).

- "~ - - - - ~ "ir'H"

JASON R KRAUS •% Official-Seal Notary Public - State of Illinois | My Commission Expires Feb 10, 2024

' -----mmmmimrmmm^

**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 2-154-0 J 5, 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.I, 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?

1) Yes                      2) 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.

**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?

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?

[JNo L^The Applicant is not publicly traded on any exchange.

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) <<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.

☐ 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.