



# Office of the City Clerk

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

## Legislation Details (With Text)

**File #:** O2011-1393  
**Type:** Ordinance **Status:** Passed  
**File created:** 3/9/2011 **In control:** City Council  
**Final action:** 4/13/2011  
**Title:** First amendment to lease agreement with Chicago Music and Dance Theater for additional uses of Millenium Park facilities (Harris Theater)  
**Sponsors:** Daley, Richard M.  
**Indexes:** Lease  
**Attachments:** 1. O2011-1393.pdf

Date	Ver.	Action By	Action	Result
4/25/2011	1	Office of the Mayor	Signed by Mayor	
4/13/2011	1	City Council	Passed	Pass
4/12/2011	1	Committee on Budget and Government Operations	Recommended to Pass	Pass
3/9/2011	1	City Council	Referred	

CHICAGO, April 13, 2011

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an Ordinance authorizing the execution of an agreement between the City of Chicago and Chicago Music and Dance Theater, an Illinois not-for-profit-corporation, necessary for the operation of the Harris Theater; and having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the Ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Carrie M. Austin Chairman

OFFICE OF THE MAYOR  
CITY OF CHICAGO  
RICHARD M. DALEY

MAYOR

March 9, 2011

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

Ladies and Gentlemen:

At the request of the Commissioner of Cultural Affairs and Special Events, I transmit herewith an ordinance authorizing an amendment to a lease agreement concerning the Harris Theater.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

**ORDINANCE**

WHEREAS, the City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local government and affairs; and

WHEREAS, the City, acting by and through its Department of Transportation ("CDOT"), as landlord, and the Chicago Music and Dance Theater, an Illinois not-for-profit-corporation, as tenant, have previously entered into that certain Ground Lease made as of February 1, 2002 (the "Original Lease," and, as amended pursuant to this ordinance, the "Lease"), relating to the construction and operation of an approximately 1500-seat auditorium, back stage facilities, dressing rooms, administrative offices, storage facilities, lobby, entrances and appurtenances necessary to support the foregoing (the "Facility") located within Millennium Park on the site depicted in Exhibit A to this ordinance, and commonly known as the Harris Theater; and

WHEREAS, as contemplated under the Original Lease, the Facility has been constructed and is now operational; and

WHEREAS, as also contemplated under the Original Lease, certain other Millennium Park improvements have also been completed, including, without limitation, the Pritzker Stage and a -common-area-commonly known as -"The Promenade," -both as depicted -in -EjcbibiLA- -to -this. ordinance; and

WHEREAS, since the execution of the Original Lease and the completion of the Facility, the parties have cooperated in the programming and shared use of the Facility; and

WHEREAS, based on the parties' operating experience to date, and in order to better program and utilize the Facility and to manage the costs and maximize the revenues associated therewith, the parties desire to enter into an amendment to the Original Lease substantially in the form of Exhibit B to this ordinance (the "First Amendment to Lease") in order to fix the City's expense contribution for the next ten (10) years and to reallocate certain rights and responsibilities of the parties under the Lease; and

WHEREAS, since the execution of the Original Lease, the City Council has amended the Municipal Code to delegate the operation of Millennium Park to the Commissioner of the Department of Cultural Affairs and Special Events ("DCASE"), as provided for in Municipal Code Chapter 2-28-030(h) and Municipal Code Chapter 10-36-140; and

WHEREAS, the City, therefore desires to have such First Amendment to Lease executed by, and the Lease thereafter administered by, the Commissioner of DCASE (instead of the Commissioner of CDOT), consistent with such delegation of authority; now, therefore

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

SECTION 1. The above findings and recitals are hereby incorporated by reference and constitute a material part of this ordinance.

SECTION 2. The Commissioner of DCASE, together with any Acting Commissioner, or his or her designee, on behalf of the City, as landlord, is authorized to enter into a First Amendment to Lease in substantially the form of Exhibit B attached hereto and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to implement such First Amendment of Lease.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

**-2-**  
**J**

**EXHIBIT A**

**DEPICTION OF MILLENNIUM PARK, INCLUDING HARRIS THEATER, PRITZKER STAGE AND PROMENADE**

**(See Attached)**

**-i-**

**EXHIBIT A**

**NOTE:** "Promenade" includes Chase Promenade North and Chase Promenade South but not Chase Promenade Central

**EXHIBIT B FIRST AMENDMENT TO LEASE**

(See Attachment)

**FIRST AMENDMENT TO GROUND LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT**

("Amendment") is made and entered into this \_ day of \_, 2011, but is effective as of January 1, 2011 ("Effective Date"), by and between, the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Cultural Affairs and Special Events (hereinafter referred to as "Landlord" or the "City") and CHICAGO MUSIC AND DANCE THEATER, an Illinois not-for-profit corporation doing business as Music and Dance Theater Chicago (hereinafter referred to as "Tenant" or the "Theater"). This Amendment amends that certain Ground Lease made as of February J, 2002 by and between Landlord and Tenant (the "Original Lease," and, as amended hereby, the "Lease"). Capitalized terms not otherwise defined in this Amendment shall have the meaning given in the Original Lease.

**RECITALS**

A. Landlord and Tenant have previously entered into the Original Lease.

v.

B. As contemplated under the Original Lease, the Facility has been constructed and is now operational.

C. The Millennium Project has also been completed. Such project includes, among other things, the Pritzker Stage, as depicted in Exhibit A to this Amendment, and a common area commonly known as "The Promenade," as depicted in Exhibit B to this Amendment.

D. Since the execution of the Original Lease and the completion of the Facility, the parties have cooperated in the programming and shared use of the Facility.

E. Based on the parties' operating experience to date, and in order to better program and utilize the Facility and to manage the costs and maximize the revenues associated therewith, the parties are entering into this Amendment to reallocate certain rights and responsibilities of the parties under the Lease.

F. The Board of Directors of the Theater has approved and authorized the execution of this Amendment by resolution adopted March 3, 2011.

G. The City Council of the City has approved and authorized the execution of this Amendment by ordinance adopted April\_, 2011 and published in the Journal of Proceedings of the City Council for such date at pages\_ through\_.

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

I. Amendments to Original Lease. The following provisions in the Original Lease are amended as set forth below, effective as of the Effective Date. Provisions in the Original Lease that are not identified below shall remain in full force and effect. In the event of a conflict

1174455 3

between the terms and conditions in the Original Lease and the terms and conditions in this Amendment, the terms and conditions in this Amendment shall govern and control.

n

**ARTICLE 1**

**CERTAIN DEFINITIONS**

A. Deletion of Certain Definitions in the Original Lease. The following defined terms in the Original Lease are deleted.

1. The defined term "Adjustment Date" in Section 1.1 shall be deleted.

2. The defined term "Adjustment Year" in Section 1.2 shall be deleted.

3. The defined term "CDOT" in Section 1.7 shall be deleted.

4. The defined term "City's Proportionate Share" in Section 1.19 shall be deleted.

B. Amendment of Certain Definitions in the Original Lease. The following defined terms in the Original Lease are amended:

1. The defined term "Prime Rate" in Section 1.65 shall be amended by deleting the words "Bank One" and inserting the words, "J.P. Morgan Chase, N.A."
2. Section 1.87 shall be amended in its entirety to state: "1.87 "Theater's Share of Expenses" shall mean the total Expenses (excluding any Allocated Expenses payable by the City pursuant to Section 2.6.a), less the City's Expense Contribution, as paid pursuant to Section 2.6, except that with respect to Capital Improvements, Theater's Share shall mean the Theater's share of such Capital Improvement costs as determined pursuant to Section 2.12 of the original Lease, as amended."

C. Addition of New Defined Terms. The following defined terms shall be added:

1. "City's Expense Contribution" shall mean, commencing January 1, 2011 and thereafter through December 31, 2020, the sum of Three Hundred Eighty Thousand and No/100 Dollars (\$380,000) per annum, which City shall pay to Theater in accordance with Section 2.6 as City's annual contribution towards all Expenses. After December 31, 2020, the City's Expense Contribution is subject to adjustment as described in Section 2.6.C of this Amendment.
2. "DCASE" shall mean the Department of Cultural Affairs and Special Events of the City of Chicago, or any successor department thereto.
3. "Theater's Additional Use Rights" shall mean the right of Theater to use the Facility, the Terrace, the Pritzker Stage and the Promenade (collectively, the "Additional Use Areas") for the purposes, at the times, and subject to the terms and conditions set forth in Exhibit C. and otherwise in accordance with this Lease.

1174455\_3'

-2-

## ARTICLE 2

### PREMISES AND TERM OF LEASE

A. 2.1 Statement of Intentions. Section 2.1(ii) of the Original Lease shall be amended in its entirety to state: "(ii) that all Expenses (as hereafter defined) of operating the Facility shall be paid for by the Theater, subject to the City's obligation to pay annually the City's Expense Contribution towards such Expenses pursuant to Section 2.6 below."

B. 2.3 Use; Nature of Relationship.

(i) In the first sentence of Section 2.3.a of the Original Lease, clause, (ii) shall be amended in its entirety to state:

"(ii) during the City's Season, to the non-exclusive use of the Seasonal Elements, in accordance with the additional agreements of the parties set forth in Exhibit C to the Amendment, all in accordance with the terms of this Lease."

(ii) For purposes of clarity, Theater acknowledges that City may transfer its interest in the Lease to the Chicago Park District or another governmental authority permitted under Section 27.2 of the Original Lease pursuant to Section 2.3.b(i) (and Section 27.2) of the Original Lease, so long as such transferee takes such interest expressly subject to the terms of the Lease, and that the use of the word, "including," in such Section 2.3.b(i) shall be construed to mean, "including, but not limited to."

2.5 Management of Facility. Section 2.5.c of the Original Lease shall be amended by deleting the words, "its Proportionate Share of Expenses," and inserting, "the City's Expense Contribution", in lieu thereof.

2.6 Payment of Expenses. Section 2.6 of the Original Lease shall be amended by adding the following after the second sentence thereof and amending the balance of said section in its entirety to state:

"Expenses shall be paid as described in this Section 2.6.

a. Subject to the next two sentences, Theater shall pay all Expenses. City shall annually pay to Theater an amount equal to City's Expense Contribution as its contribution towards the Expenses. In addition, the City shall pay all separately metered utilities and all separately charged, telecommunications, internet, and similar charges billed directly to the City. All other Expenses shall be Theater's obligation. The total amount of Expenses in any calendar year, less City's Expense Contribution, shall constitute the "Theater's Share" of such

Expenses.

b. City shall annually pay City's Expense Contribution to Theater in a single lump sum payment on or before June 1st of each calendar year. Any

1174455\_3

unpaid City Expense Contribution shall, if not paid by July 1 st of each calendar year, thereafter bear interest at the Prime Rate plus five percent (5%).

c. No later than July 1, 2020, Theater and the City shall meet and negotiate in good faith to arrive at an adjustment to the City's Expense Contribution for the period on and after January 1, 2021. Until such time as Theater and City have agreed on such adjusted City Expense Contribution, (i) the City's Expense Contribution shall increase by two percent (2%) each calendar year, on a non-compounding basis (e.g., the City Expense Contribution would be be Three Hundred Eight-Seven Thousand Six Hundred and No/100 Dollars (\$387,600) in 2021, Three Hundred Ninety-Five Thousand Two Hundred and No/100 Dollars in 2022, and so forth), and (ii) Exhibit C shall be amended so that, on and after January 1, 2021, the City shall have a first priority right to use the Facility for only fifteen (15) uses, instead of twenty-five (25) uses, and all references in Exhibit C to "twenty-five (25)" shall be deemed to read "fifteen (15)."

C. 2.7 Readjustments. Section 2.7 of the Original Lease shall be amended in its entirety to state:

"Expenses shall be paid as described in Section 2.6 above and there shall be no reconciliations or adjustments."

D. 2.8 Books and Records. Section 2.8 of the Original Lease shall be amended by deleting the words, "an Adjustment Year" and inserting the words, "fiscal year (July 1 - June 30" in lieu thereof.

E. 2.9 Audit Procedures. Section 2.9 of the Original Lease shall be amended in its entirety to state:

"Upon written request by City made within nine months after the end of Theater's fiscal year, Theater shall provide City with an annual audited statement signed by a certified public accountant concerning all Expenses, Capital Improvements costs, and disbursements by Theater for the fiscal calendar year in Theater's standard format. If, but for City's request, Theater would not otherwise have obtained such statements, then the cost of such statements shall be a City Allocated Expense."

2.10 Proration and Survival. Section 2.10 of the Original Lease shall be amended in its entirety to state: "For any partial calendar year during the Term, City shall pay a pro rated share of the City's Expense Contribution based on the number of days of the Term falling within the calendar year. Such obligation, if unpaid, shall survive the expiration or termination of this Lease."

I. 2.11 Off-Season Use. Section 2.11 shall be amended to include the following two, new concluding sentences:

"Without limiting the generality of the foregoing, City agrees

1174455\_3

-4-

that, subject to the provisions of Exhibit C, Theater shall have the use of such Seasonal Elements during June, July and August in accordance with the Theater's Additional Use Rights as set forth in Exhibit C to the Amendment, and otherwise in accordance with the terms of this Lease. City acknowledges and agrees that Theater shall have the right to all revenues realized through the events held pursuant to Theater's exercise of Theater's Additional Use Rights, both as to revenues realized through Theater's eight (8) permitted uses under Exhibit C to this Amendment (i.e., the permitted uses of the Additional Use Areas) and through Theater's marketing of the Premises for additional events during the months of June, July and August and any additional performances or other uses permitted under Exhibit C resulting from such marketing efforts. The City shall have the right to all revenues realized through events held pursuant to the City's exercise of its use rights under Exhibit C to this Amendment (i.e., the 25 priority uses, and any other uses permitted under Exhibit C).

J. 2.14 Common Support Elements; Soil Retention Facilities. The second sentence in Section 2.14.C shall be amended in its entirety to state: "Thirty-seven and one-half percent percent (37.5%) of the cost of maintenance of the Common Support Elements and the Soil Retention Facilities shall be borne by the Theater and sixty-two and one-half percent (62.5%) of such costs shall be borne by City."

K. 2.15 Freight Elevator and Loading Dock. The second sentence in Section 2.15.c shall be amended in its entirety to state: "The cost of maintenance of the Freight Elevator to be borne thirty-seven and one-half percent

(37.5%) by the Theater, and sixty-two and one-half percent (62.5%) by City."

L. 2.18 Garage Elevator Access. Section 2.20 shall be amended to include the following new, concluding subparagraph:

"e. Notwithstanding Section 4.3 above, the Theater acknowledges that subsequent to the execution of the Original Lease, the City has entered into that certain Chicago Downtown Public Parking System Concession Agreement and Lease Agreement dated as of November 3, 2006 (as amended, the "Parking Garage Lease"), by and between City and Chicago Loop Parking, LLC (the "Garage Operator") pursuant to which City has leased its interest in the Garage and the Garage Elevator to Chicago Loop Parking, LLC. City represents and warrants to Theater that under the terms of the Parking Garage Lease, Chicago Loop Parking, LLC is responsible to the City for the maintenance of the Garage Elevator. Theater is authorized to contact Chicago Loop Parking, LLC, directly to request the performance of City's obligations under this Section 2.20, and City agrees to enforce the provision of the Concession Agreement with respect to the Garage Elevator, but nothing in this Section shall relieve City of its obligations under this Section 2.20."

## **ARTICLE 5**

### **CONSTRUCTION**

A. Completion of City Work. Theater acknowledges that prior to the date of this Amendment, City's construction-related obligations with respect to the City's Work under Article

1174455J

-5 -

/

5 of the Original Lease (and as otherwise provided for therein) have been satisfied, Final Completion of the Work (as applicable to the City's Work) has occurred, and Project Close-Out has occurred with respect to such work.

B. Completion of Theater Work. City acknowledges that prior to the date of this Amendment, Theater's construction-related obligations with respect to the Theater's Work under Article 5 of the Lease (and as otherwise provided for therein) have been satisfied, Final Completion of the Work (as applicable to the Theater's Work) has occurred, and Project Close-Out has occurred with respect to such work.

C. 5.7 Construction of City Improvements. Theater acknowledges and agrees that City's indemnification obligation under Section 5.7.g of the Original Lease, as applicable to the City's (or the City's contractors' and subcontractors') performance or non-performance of the City's Work, has terminated prior to the date of this Amendment (i.e., Theater has no indemnification claims against City related to such work). The requirements of Section 5.7.g applicable to the inclusion of indemnification language in Contracts entered into by City after the Commencement Date shall continue in full force and effect. ,

D. 5.10 Indemnification. City acknowledges and agrees that Theater's indemnification obligation under Section 5.10 of the Original Lease, as applicable to Theater's (or Theater's contractors' and subcontractors') performance or non-performance of the Theater's Work, has terminated prior to the date of this Amendment (i.e., City has no indemnification claims against Theater related to such work). The requirements of Section 5.10 applicable to the inclusion of indemnification language in Contracts entered into by Theater after the Commencement Date shall continue in full force and effect.

E. 5.11 Insurance During Construction. City and Theater each acknowledge and agree that it has no insurance claims related to the City's Work or the Theater's Work.

## **ARTICLE 10**

### **ASSIGNMENT, SUBLETTING AND MORTGAGES**

A. Applicability of Article 10 to Theater's Additional Use Rights. Article 10 (and, in particular, Sections 10.1.d and 10.4) shall apply to Theater's scheduling and use of the Seasonal Elements in accordance with Theater's Additional Use Rights as set forth in Exhibit C.

## **ARTICLE 14**

### **REQUIREMENTS OF PUBLIC AUTHORITIES**

A. 14.1 Compliance with Requirements. For purposes of clarity, Section 14.1 is amended to include the

following, new concluding sentence: "Theater's compliance under this Section 14.1 (to the extent that the cost of such compliance would constitute an Expense and not be considered a Capital Improvement) shall be at Theater's sole cost and expense."

1174455 3

-6-

## **ARTICLE 19**

### **INDEMNIFICATION**

A. 19.1 Theater's Indemnification of City. City acknowledges and agrees that as of the date of this Amendment, it has no knowledge of any event or circumstance that would give rise to a City claim for indemnification against Theater pursuant to Section 19.1 of the Original Lease.

B. 19.4 City Indemnification of Theater. Theater acknowledges and agrees that as of the date of this Amendment, it has no knowledge of any event or circumstance that would give rise to a Theater claim for indemnification against City pursuant to Section 19.4 of the Original Lease.

## **ARTICLE 23**

### **THEATER'S PERMITTED USE**

The first sentence of Article 23 shall be amended in its entirety to state: "Subject to the provisions of law and this Lease, Theater shall be permitted to occupy the Premises in accordance with the Certificates of Occupancy for the Premises in effect from time to time during the Term for use as a theater and related support and meeting facilities, for the uses permitted under Theater's Additional Use Rights as set forth in Exhibit C to the Amendment, and for no other use or purpose (the "Permitted Use")."

The last sentence of Article 23 is hereby amended in its entirety to state: "Notwithstanding the foregoing, Theater shall not cause or allow the Seasonal Elements to be used for performances that are unlawful or violate any copyright or infringe upon the literary or any other rights of any Person, including the right to privacy of any Person or which are in violation of any Requirement.

## **ARTICLE 24**

### **EVENTS OF DEFAULT AND REMEDIES**

A new Section 24.18 shall be added that states:

A. 24.18 Limitation on Damages. Notwithstanding anything in Article 24 or otherwise in the Original Lease to the contrary, in no event shall either City or Theater be entitled to consequential, punitive, special, or other extraordinary damages.

## **ARTICLE 25**

### **NOTICES**

A. 25.1 Current Addresses for Notice. Sections 25.1.a and 25.1.b shall be amended in their entirety to state:

a. if given by City, by a nationally recognized overnight courier service, personal delivery or by mailing the same to Theater by certified or

1174455J

-7-

registered mail, postage prepaid, return receipt requested, addressed to Theater at the Premises, with a copy thereof to Richard L. Ingram, Esq. Shefsky & Froelich Ltd., 111 East Wacker Drive, Suite 2800, Chicago, Illinois 60601, in both instances, and/or to such other address(es) and attorneys as Theater may from time to time designate by Notice given to City in the manner set forth below, except that at no time shall City be required to give, in the aggregate, more than four Notices or copies thereof, including the notices described in Section 25.3;

b. if given by Theater, by actual personal delivery, including delivery by a nationally recognized overnight courier service or by mailing certified or registered mail, postage prepaid, return receipt requested, to City at Office of the Mayor, City of Chicago, 121 North LaSalle Street, Room 500, Chicago, Illinois 60602, with copies thereof to: (i) Commissioner, Department of Cultural Affairs and Special Events, City of Chicago, 78 E. Washington Street, Suite 300, Chicago, Illinois 60601; and (ii) Corporation Counsel, Department of Law, City of Chicago, 121 N. LaSalle Street, Room 600, Chicago, Illinois 60602 and/or to such other address(es) and

attorneys as City may from time to time designate by Notice given to Theater in the manner set forth below, except that at no time shall Theater be required to give, in the aggregate, more than four Notices or copies thereof.

#### **ARTICLE 40**

##### **AUTHORITY**

A. 40.1 Consents and Approvals. Section 40.1 shall be amended by deleting, "Commissioner of Transportation," and by inserting "Commissioner of DCASE," in lieu thereof.

II. Other Agreements of the Parties. The parties also agree as follows:

A. Final Settlement of City's Contribution Toward Expenses. The parties agree that, prior to the date of this Amendment, the City has paid the following amounts to Theater for the calendar years set forth below as the City's contribution towards Expenses:

2004 \$191,356.66

2005 \$196,159.82

2006 \$131,063.11

2007 \$278,647.69

2008 \$358,568.65

2009 \$360,000.00

2010 \$360,000.00

In order to settle any disputes between the parties regarding the City's allocable share of such contributions towards Expenses, and notwithstanding the definition of "City's Proportionate Share," Section 2 (including, in particular, but without limitation, Section 2.5 and Section 2.6) or anything else in the Original Lease to the contrary, the Theater agrees to accept such prior payments in full and final satisfaction and accord of the City's payment obligation with respect to Expenses for such calendar years. Effective as of January 1, 2011 and thereafter, the City shall

1174455 3

-8-

pay the City Expense Contribution as its sole contribution towards Expenses in accordance with the terms of this Amendment.

B. Counterparts. This Amendment is comprised of several identical counterparts, having been fully executed by the parties and each to be deemed an original having identical legal effect.

C. City Required Provisions. Theater agrees to the terms and conditions of the required City provisions attached as Schedule 1 to this Amendment and makes the representations, warranties and covenants set forth therein, which, notwithstanding the Effective Date, shall be effective from and after March 9, 2011.

**[SIGNATURES APPEAR ON NEXT PAGE]**

1174455J

-9-

##### **LANDLORD:**

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Cultural Affairs and Special Events

By: \_

Commissioner

APPROVED AS TO FORM AND LEGALITY:

BY: DEPARTMENT OF LAW

By: \_

Steven J. Holler

Deputy Corporation Counsel

##### **TENANT:**

**CHICAGO MUSIC AND DANCE THEATER,**

an Illinois not-for-profit corporation d/b/a Music and Dance Theater Chicago



By: Its:

- 10-

### **SCHEDULE 1**

A. Business Relationships. Tenant acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Agreement, that a 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. Tenant hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

B. Patriot Act Certification. Tenant represents and warrants that neither Tenant nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment, the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

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

C. Prohibition on Certain Contributions-Mayoral Executive Order No. 05-1. Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Tenant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Tenant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any

1174455 3

- 11 -

Other Contract between Tenant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

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

Tenant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Tenant 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. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Tenant intentionally violates this provision or Mayoral Executive Order No. 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

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

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

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

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

1174455 3

- 12-

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and

(B) neither party is married; and

(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two of the following four conditions exist for the partners:

1. The partners have been residing together for at least 12 months.

2. The partners have common or joint ownership of a residence.

3. The partners have at least two of the following arrangements:

a. joint ownership of a motor vehicle;

b. a joint credit account;

c. a joint checking account;

d. a lease for a residence identifying both domestic partners as tenants.

4. Each partner identifies the other partner as a primary beneficiary in a will.

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

D. Waste Ordinance Provisions. Tenant warrants and represents that it has not violated and is not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code. Furthermore, in accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge without any duty of inquiry, its contractors and subcontractors, have not violated and are not in violation of any provisions of Sections 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550 or 11-4-1560 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, Tenant's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole

designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit Tenant's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may further affect the Tenant's eligibility for future contract awards.

E. Cooperation With Office of Compliance. In accordance with Chapter 2-26-110 et seq. of the Municipal Code, the Tenant acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Executive Director of the Office of Compliance in connection with any activities undertaken by such office with

1174455 3

- 13 -

respect to this Lease, including, without limitation, making available to the Executive Director the department's premises, equipment, personnel, books, records and papers. The Tenant agrees to abide by the provisions of Chapter 2-26-110 et seq..

F. Cooperation With Inspector Generals. Tenant acknowledges that it is the duty of any grantee, subgrantee bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such grantee, subgrantee, bidder, proposer, contractor, 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, and to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Developer represents and warrants that it understands and will abide by all provisions of Chapter 2-55 and Chapter 2-56 of the Municipal Code and that the Tenant will inform its subcontractors of this provision and require their compliance.

1174455 3

- 14-

#### EXHIBIT A

DEPICTION OF PRITZKER STAGE [SEE ATTACHMENT]

1174455 3

( - 15 -

#### EXHIBIT A

**NOTE: "Promenade" includes Chase Promenade North and Chase Promenade South but not Chase Promenade Central**

#### EXHIBIT B

DEPICTION OF PROMENADE [SEE ATTACHMENT]

- 16-

#### EXHIBIT C

##### THEATER'S ADDITIONAL USE RIGHTS

The provisions of this Exhibit C set forth certain additional use rights that the City has agreed to grant the Theater in consideration of the Theater's agreement to fix the City's Expense Contribution and in order for the parties to better program and utilize the Facility and to manage the costs and maximize the revenues associated therewith. In the event of an express conflict between the terms of this Exhibit C and the terms of the Lease, the terms of this Exhibit C shall be controlling; provided, however, that in the absence of such an express conflict, the terms of this Exhibit C, and the additional use rights granted to the Theater hereunder, shall otherwise be construed consistently with any applicable provisions of the Lease.

The City agrees that the Theater will administer the usage schedule for the Additional Use Areas for the entire calendar year, including marketing, booking and day-to-day administration. City will cooperate with Theater in connection with such scheduling.

Provided that the City gives written notice to the Theater on or before September 1 st of the preceding calendar

year (such written notice, the "September 1st Notice"), the City shall have a first priority right to use the Facility (excluding the Theater's Exclusive Elements) for up to twenty-five (25) dates, as specified in such September 1st Notice, each year during the months of June, July and August. As of the date of the Agreement, such uses are anticipated to be for the Grant Park Music Festival. Other uses shall be for users under the auspices of DCASE. In no event shall such uses include commercial use by a private party. If the City's September 1st Notice identifies less than twenty-five (25) dates, the City may thereafter request further use of the Facility in accordance with this paragraph. Any further uses of the Facility (excluding the Theater's Exclusive Elements) by the City during such months beyond those uses specified in the City's September 1st Notice shall be subject to the mutual agreement of the City and the Theater. Such further uses may include, for example, the need to use Theater stage for rehearsal purposes on days when, for example, due to a conflicting use of the Pritzker Stage, the Grant Park Music Festival is required to rehearse indoors. The Theater shall not unreasonably withhold its agreement to such additional use of the Facility by the City. Theater shall be entitled to charge rent and recover all other costs that the Theater would be entitled to recover under its then standard rental agreement as a result any such additional uses that result in the City's use of the Facility more than twenty-five (25) times (i.e., the priority uses specified in the City's written notice, plus such additional City uses as to which the parties mutually agree, up to a total of twenty-five (25) City uses), provided, however, that such costs shall not include any rental charge for use of the Theater stage for rehearsal purposes when a conflicting use of the Pritzker Stage necessitates an indoor rehearsal.

In addition, during the months of June, July and August, the City shall have a first priority right to use entire third floor dressing room space in the Facility. The use of additional dressing room space in the Facility during such months shall be mutually agreed to by the City and the Theater. Each party agrees that it shall not unreasonably withhold its consent to the other party's use of dressing room space. Theater shall be entitled to recover all customary costs incurred by Theater as a result of such additional uses (i.e., use of such additional dressing room space for uses beyond the, City's first twenty-five (25) uses), including, without limitation, any

1174455\_3

-17-

additional security, cleaning, waste removal, personnel and labor costs, maintenance and repair and similar operational and property management costs.

Subject to the Theater's first priority use as to dressing room space during the September through May time period, the City may request the use of dressing room space during such months in conjunction with the City's scheduling of events in Millennium Park. The Theater shall not unreasonably withhold its consent to such use of the dressing room space by the City during such months. Theater shall be entitled to recover all customary costs incurred by Theater as a result of such additional uses, including, without limitation, any additional security, cleaning, waste removal, personnel and labor costs, maintenance and repair and similar operational and property management costs.

The City agrees that the Theater shall have the right to make use of the Terrace, the Millennium Park Promenade, and/or the Pritzker Stage for up to eight (8) Tenant-related events, which shall be deemed to include uses by the Music and Dance Theater of Chicago, uses by Tenant's permitted Subtenants, and such other not-for-profit performing arts organization uses as to which the City may consent in writing, which consent shall not be unreasonably withheld. In no event shall such uses include commercial use by a private party.

The City and the Theater agree to cooperate in an effort to create jointly-produced events utilizing the Facility. (or, as to uses permitted under the above paragraph, utilizing the Pritzker Stage or the Promenade) as part of the parties' efforts to generate revenues to offset the costs incurred by the Theater in operating the Facility. The following general terms and conditions shall apply to the City's first twenty-five (25) uses, and the Theater's eight (8) uses, under this Exhibit C with respect to the applicable premises:

- (1) no rent shall be charged for the use of such premises;
- (2) the using party shall be solely responsible for stage hand labor, piano tuning, program printing, and similar similar event-related third-party and production costs attributable to such party's use of such premises;

(3) the party making such premises available shall be entitled to recover from the using party any costs (other than rent) that, under such first party's then standard rental agreement are not covered expenses and that would be recoverable from any other third party user of the space, but shall not be entitled to recover customarily covered expenses. The parties acknowledge and agree that presently, the Theater's standard rental agreement includes security and custodial services, while the City's standard rental agreement does not, and that each party shall have the right to hereafter modify the terms of its standard rental agreement;

(4) all uses shall be subject to any generally applicable public laws, regulations and requirements, and to any donor or grant agreements or requirements applicable to premises.

1174455 3

- 18-

## 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. the Applicant ' OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: \_\_

OR

3. ☐ a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: \_\_

B. Business address of the Disclosing Party: "l>o£ €• IWctpk\_

C. Telephone: Ttfoo\_Fax: -W-^ft\_Email: Mnock I.-a 9 Wf,t riea-rgxl'ica^ -c^r<^

D. Name of contact person: \_

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

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

G. Which City agency or department is requesting this EDS? Ua^r-Wy^ a\$ CjIW flffru'A\* Specif

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

Specification #\_ and Contract #\_

Vcr. 09-01-10

Page 1 of 13

### SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

#### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the 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:

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

☐ N/A

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

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

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

Name Title

\_\_\_\_\_

\_\_\_\_\_

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

Page 2 of 13

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

Name Business Address Percentage Interest in the Disclosing Party

\_\_\_\_\_ (dfm/\_\_\_\_\_)

**SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

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

☐ Yes ☐ No

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

**SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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

Page 3 of 13

(  
Name (indicate whether Business Relationship to Disclosing Party Fees (indicate whether retained or anticipated Address (subcontractor, attorney, paid or estimated.) NOTE: to be retained) lobbyist, etc.) "hourly rate" or "t.b.d." is

Soi+c . not an acceptable response.

ooo

(Add sheets if necessary)

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

**SECTION V - CERTIFICATIONS**

**A, COURT-ORDERED CHILD SUPPORT COMPLIANCE**

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

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

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

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

\

☐ Yes ☐ No

#### B. FURTHER CERTIFICATIONS

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

Page 4 of 13

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

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

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

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

Page 5 of 13

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

Affiliated Entity's contract or engagement in connection with the Matter:

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

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

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

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

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

Page 6 of 13

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.

#### 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 Section 2-32-455(b) of the Municipal Code.

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

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

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

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

#### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

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

☐ Yes

Page 7 of 13

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.I., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name Business Address Nature of Interest

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

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

L 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:

Page 8 of 13

#### 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 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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

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

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.

Page 9 of 13

##### 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

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 -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/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.

Page 10 of 13

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

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

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

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

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2. If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and

will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.  
Page 11 of 13

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

#### CERTIFICATION

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

By:

(Sign here)

(Print or type name of person signing)

J

(Print or type title of person signing)

Signed and-isworn to before me on (date) at ( ^QiL<- County, ^ L\_(state).

Oct ^i^oio ,

Commission expires:

Notary Public.

Page 12 of 13

#### CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

##### APPENDIX A

##### FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

Under Municipal Code Section 2-154-015, 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 H.B.l.a., if the Disclosing Party is a corporation; all partners of die Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

[ ] Yes " jXl.No <http://jXl.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 13

HT BOARD ROSTER

**NAME\_**

ALEXANDER, JAMES  
VICE CHAIR  
ASCOLI, PETER  
ATKINSON, GRAHAM  
AVERY, CAMERON  
BALLANTTNE, JOHN  
BLOWERS, DAVID  
EXECUTIVE VICE CHAIR  
BOULIS, PAUL  
CONNELLY, ELIZABETH HARTT & AN  
DICKERSON, AMINA  
ELLIS, PETER  
FAVERSHAM IORI GRAY  
FADIM, JAMES  
FEITLER, JOAN  
FELDSTEIN, JAMES  
FRANK, LOUISE  
GUTHMAN, SANDRA  
PAST CHAIRMAN  
HARRIS, CARYN  
VICE CHAIR  
HARRIS, JOAN  
PAST CHAIRMAN  
HUTCHINSON, LELAND  
KAPLAN, STEPHEN  
KELLY, CHRISTINE EVANS  
TREASURER  
KOSIER, MERRILYN  
NEISSER, JUDY  
NICHOLS, ALEXANDRA  
VICE CHAIR  
O'NEIL, ABBY  
CHAIRMAN  
PALMQUIST JASON  
RAZUMICH-ZEC, MARIA  
ROSENKRANZ, RICARDO  
SECRETARY  
SHEAHAN, PATRICK  
SLUSAR, BETTINA  
SOLOTAROFF, SARAH  
STEELE, JEFFREY  
SULLIVAN, MARY KAY  
VICE CHAIR  
TTKNIS, MICHAEL  
TRYLOFF, ROBIN  
VITALE, MARILYN FATT  
WILSON, DORI

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Disclosing Party must complete a new EDS with correct or corrected information)

**RECERTIFICATION**

Generally, for use with City Council matters. Not for City procurements unless requested. This recertification is being

submitted in connection with,

[identify the Matter], Under penalty of perjury, the person signing below: (1) warrants that / ACCZf?/^

he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

MPS 1C fyd \W Ikeakr (kcax> • Date.- )[\IYa fck ^, 9 oil  
(Print or type legal name of Disclosing Party) "

(sign here) Print or type name of signatory:

Title of signatory

(WsiJeJaJ Mq^f^ & recta

Alf , at COb.\L County, | L-

sworn to before me on [date]

[state].

Notary Public.

Commission expires

Ver. 1141-05

**APPROVED**

**APPROVED**