



Office of the City Clerk

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

Legislation Text

File #: O2014-8818, **Version:** 1

CHICAGO November 19, 2014

To the President and Members of the City Council:

Your Committee on Finance having had under consideration

A communication recommending a proposed ordinance authorizing an amendment to the imposition of a tax levy, the approval of the 2014 budget, and the approval of the Service Provider Agreement for Special Service Area Number 1.

02014-8818

Having had the same under advisement, begs leave to report and recommend that your Honorable Body pass the proposed Ordinance Transmitted Herewith

**This recommendation was concurred in by
of members of the committee with**

(signed'

Respectfully submitted

Chairman

Document No.

**REPORT OF THE COMMITTEE ON FINANCE TO THE CITY COUNCIL CITY OF CHICAGO
OFFICE OF THE MAYOR**

CITY OF CHICAGO

RAHM EMANUEL

November 5, 2014

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 ordinance amending a 2014 scope of services and budget for Special Service Area #1.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

ORDINANCE

WHEREAS, special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., and pursuant to the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time; and

WHEREAS, on July 7, 1977, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as amended by an ordinance enacted by the City Council on November 17, 1993, as further amended by an ordinance enacted by the City Council on December 21, 1994, as further amended by an ordinance enacted by the City Council on December 11, 1996 (collectively, the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 1 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of .405 percent (.405%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, the Establishment Ordinance established the Area as that territory including those properties fronting on State Street between Wacker Drive and Congress Parkway; and

WHEREAS, the Special Services authorized in the Establishment Ordinance included the recruitment of new businesses to the Area; real estate rehabilitation and maintenance activities; beautification activities; promotional, marketing and advertising activities and planning and technical assistance programs for area business persons to promote commercial and economic development in the Area; and

WHEREAS, on November 13, 2013 the City Council enacted an ordinance (the "2014 Ordinance") which, among other things, appropriated the sums necessary to provide the Special Services in and for the Area for 2014, levied the Services Tax for the tax year 2013, and authorized an agreement (in substantially the form attached as Exhibit A to the 2014 Ordinance) with the Chicago Loop Alliance, an Illinois not-for-profit corporation, as the service provider (the "Service Provider"), for the provision of the Special Services in 2014; and

WHEREAS, pursuant to the 2014 Ordinance, the City and the Service Provider entered into a certain service provider agreement (the "Service Provider Agreement"); and

WHEREAS, the amount of the Services Tax for tax year 2013 levied pursuant to the 2014 Ordinance was \$2,438,712 (the "Anticipated Amount"); and

WHEREAS, due to a unanticipated reduction in the equalized assessed valuation in the Area, significantly less funds than the Anticipated Amount were actually collected pursuant to the levy of the Services Tax for the tax year 2013; and

WHEREAS, due to cost savings realized by the Service Provider in the performance of the Special Services certain additional funds in the amount of \$159,311 (the "Additional Funds") became available for use to provide Special Services in the Area; and

WHEREAS, the City desires to ratify and approve the use of the Additional Funds to provide Special Services by the Service Provider; and

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EXHIBIT A

Service Provider Agreement Amendment

2014SSA1-3 Amendment Ord mlg.doc mlg

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*AMENDMENT Special Service Area
1*

This Amendment ("Amendment") is made and entered into effective as of the day of , 20_ , by and between the CITY OF CHICAGO ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois, and Chicago Loop Alliance, an Illinois not-for-profit corporation ("Contractor").

BACKGROUND

On July 7, 1977, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as amended by an ordinance enacted by the City Council on November 17, 1993, as further amended by an ordinance enacted by the City Council on December 21, 1994, as further amended by an ordinance enacted by the City Council on December 11, 1996 (collectively, the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 1 and authorized the levy of an annual tax not to exceed an annual rate of .405 percent (.405%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for Special Service Area Number 1 in addition to the services provided by and to the City of Chicago generally (the "Special Services").

On November 13, 2013 the City Council enacted an ordinance (the "2014 Ordinance") which, among other things, appropriated the sums necessary to provide the Special Services in and for Special Service Area Number 1 for 2014, levied the Services Tax for the tax year 2013, and authorized an agreement (in substantially the form attached as Exhibit A to the 2014 Ordinance) with the Contractor as the service provider for the provision of the Special Services in 2014.

The Contractor and the City have entered into an Agreement dated , 2014 ("Agreement"), in which the Contractor is to perform certain Special Services for Special Service Area Number 1.

The amount of the Services Tax for tax year 2013 levied pursuant to the 2014 Ordinance was \$2,438,712 (the "Anticipated Amount").

Due to a unanticipated reduction in the equalized assessed valuation in Special Service Area Number 1, significantly less funds than the Anticipated Amount were actually collected pursuant to the levy of the Services Tax for the tax year 2013.

Due to cost savings realized by the Contractor in the performance of the Special Services certain additional funds in the amount of \$159,311 (the "Additional Funds") became available for use to provide Special Services in Special Service Area Number 1.

The City desires to ratify and approve the use of the Additional Funds to provide Special Services by the Service Provider.

The Contractor and the City therefore desire to make certain changes to the Agreement. The Agreement requires that modifications to it must be made in writing and signed by both parties.

NOW THEREFORE, in consideration of the provisions and conditions set forth in the Agreement, the parties do mutually agree to amend the Agreement as set forth below.

It is further agreed by and between the parties that the sole modifications of, changes in, and amendments to the Agreement are as follows:

1. Exhibit 1(A), Amended Scope of Services and Budget for 2014, is attached to this Amendment as Attachment 1 and incorporated by reference.

2. The following definition is added to Article Two of the Agreement:

"Additional Funds" shall mean certain additional funds in the amount of \$159,311 available for use to provide Services in the Area due to cost savings realized by the Contractor in the performance of the Services."

3. Sections 5.01 and 5.02, Basis of Payment and Budget for Services, respectively, are hereby deleted and replaced with the following:

"5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2014 and December 31, 2014 is the sum of (a) \$2,438,712 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2013, whichever is less; (b) the total amount of Surplus Funds in the amount of \$230,000 which are being carried over from previous program years and which contractor hereby acknowledges are in its possession; (c) Late Collections in an amount not to exceed \$137,993; and (d) Additional Funds in an amount not to exceed \$159,311; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2014 and December 31, 2014, therefore, shall not exceed \$2,966,016.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2014, attached hereto as Exhibit 1(A) and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2014 may not exceed \$2,966,016, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated."

4. Section 6.05 Independent Contractor is deleted in its entirety and replaced with the following"

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

(b) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

d) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

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

5. Exhibit 2(A), Amended Economic Disclosure Statement and Affidavit, is attached to this Amendment as Attachment 2 and incorporated by reference.

SIGNED:

CITY OF CHICAGO

By:

Commissioner, Department of Planning and Development

CONTRACTOR :

By:

(Signature)

Its:

(Print Name and Title)

Attest:

Its:

(Print Name and Title)

County of State of

Acknowledged on

[title] of

[date] before me by

as

[firm].

Notary Public Commission expires:

Attachment 1

Exhibit 1(A), Amended Scope of Services and Budget for 2014

SCHEDULE A: 2014 SSA BUDGET & SERVICES SUMMARY

City of Chicago, Department of Housing and Economic Development

SSA #1 - State Street

Service Provider Agency: Chicago Loop Alliance

Budget Period: 1/1/14 through 12/31/14

2013 BUDGET SUMMARY
CATEGORY

Additional Funds

Late Collections
and Interest Income Thereon
1.00 Advertising & Promotion
2.00 Public Way Maintenance
3.00 Public Way Aesthetics
4.00 Tenant Retention/Attraction
5.00 Facade Improvements
6.00 Parking/Transit/Accessibility
7.00 Safety Programs
8.00 District Planning
9.00 Other Technical Assistance
10.00 Personnel
11.00 Admin Non-Personnel
12.00 Loss Collection: 11.8%
13.00 Late Collections and Interest Income Thereon
GRAND TOTAL | i 2,436,712

2014 Budget

LEVY ANALYSIS

1	Estimated 2012 EAV-	\$582,140,435
2	Authorized Tax Rate Cap:	0.405%
3	Estimated 2013 Levy:	\$2,438,712
4	Estimated Tax Rate to Generate 2013 Levy {EAV x Est. 2013 Levy = Est. Tax	0.419%

2014 SSA SERVICES SUMMARY

1.00 Advertising & Promotion
2.00 Public Way Maintenance
3.00 Public Way Aesthetics
7.00 Safety Programs
8.00 District Planning
9.00 Other Technical Assistance

Attachment 2

EXhibit 1(A) Amended Economic Disclosure Stat

disclosure Statement and Affidavit 2014

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/AmendmentiSolicitation EDS #47934**

SECTION I - GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS; Chicago Loop Alliance

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

27 E. Monroe Street, 900A Chicago, IL 60603
United States

C. Telephone:

312-782-9160

Fax:

312-782-0349

Email:

abel@chicagoloopalliance.com <mailto:abel@chicagoloopalliance.com>

D. Name of contact person:

Mr. Michael Martin Edwards

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:

To allow Chicago Loop Alliance to amend the 2014 budget specified in the 2014 service provider agreement with the City of Chicago in order to provide special services within SSA#1.

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

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

No

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

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

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1.a.1 Does the Disclosing Party have any directors?

Yes

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

Officer/Director: Mr. Ronald M Arnold

Title: Treasurer

Role: Both

Officer/Director: Ms. Greta Bever

Title: Board Member

Role: Director

Officer/Director: Mr. Richard J Bonsignore

Title: Board Member

Role: Director

Officer/Director: Mr. David Broz

Title: Board Member

Role: Director

Officer/Director: Mr. William F Burfeind

Title: 1st Vice Chair

Role: Both

Officer/Director: Ms. Pamella Capitanini

Title: Secretary-

Role: Both

Officer/Director: Ms. Fran Casey

Title: Board Member

Role: Director

Officer/Director: Mr. Paul Chiaravalle

Title: Board Member

Role: Director

Officer/Director: Mr. Richard Cooke

Title: Board Member

Role: Director

Officer/Director: Mr. Louis D D'Angelo

Title: Board Member

Role: Director

Officer/Director: Mr. James Doria

Title: Assistant Treasurer

Role: Both

Officer/Director: Mr. Rob Ewing

Title: Board Member

Role: Director

Officer/Director: Mr. Paul D Fitzpatrick

Title: Board Member

Role: Director

Officer/Director: Ms. Cassandra J Francis

Title: Board Member

Role: Director

Officer/Director: Mr. Rich Gamble

Title: 2nd Vice Chair

Role: Both

Officer/Director: Ms. Judie Moore Green

Title: Board Member

Role: Director

Officer/Director: Mr. Randy Hano

Title: Board Member

Role: Director

Officer/Director: Mr. Ralph Hughes

Title: Board Member

Role: Director

Officer/Director: Mr. Melvin L Katten

Title: Board Member

Role: Director

Officer/Director: Mr. Dean E Lane

Title: Role:

Board Member Director

Officer/Director: Mr. Charles R Nash

Title: Board Member

Role: Director

Officer/Director: Mr. Stanley Nitzberg
Title: Assistant Secretary
Role: Both

Officer/Director: Mr. William G Noonan
Title: Board Member
Role: Director

Officer/Director: Ms. Lynn Osmond
Title: Board Member
Role: Director

Officer/Director: Ms. Sarah Pang
Title: Board Member
Role: Director

Officer/Director: Mr. Dennis Pedrelli
Title: Board Member
Role: Director

Officer/Director: Ms. Angel Perez
Title: Board Member
Role: Director

Officer/Director: Mr. Louis F Raizin
Title: Board Member
Role: Director

Officer/Director: Mr. David L Reifman
Title: Board Member
Role: Director

Officer/Director: Mr. Roche Edward Schulfer
Title: Board Member
Role: Director

Officer/Director:
Title:
Role:

Mr. Mark Shouger Board Member Director

Officer/Director:

Title:

Role:

Officer/Director:

Title:

Role:

Officer/Director:

Title:

Role:

Ms. Lesley Slavitt Board Member Director

Mr. Charles Smith Board Member Director

Mr. Martin Stern

Chairman

Both

Officer/Director:

Title:

Role:

Mr. Frank Stover Board Member Director

Officer/Directors

Title:

Role:

Ms. Elissa Tenny Board Member Director

Officer/Director:

Title:

Role:

Mr. Matthew Toles Board Member Director

Officer/Director:

Title:

Role:

Mr. James Turner Board Member Director

Officer/Director:

Title:

Role:

Officer/Director:

Title:

Role:

Mr. John G Wells Board Member Director

Mr. Michael M Edwards Executive Director Both

Officer/Director: Mr. Carlyle Robinson Jr

Title: Board Member

Director

Mr. Bill Thanoukos

Board Member

Director

Officer/Director:

Board Member

Director

1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

No

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?

No

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

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

Name:

Anticipated/ Retained:

Business Address:

Relationship: Fees

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

Geocentric LLC Retained

5001 Wilson Lane, 3rd Floor Bethesda, MD 20814 United States

Other

\$6,375.00

Estimated

Name:

Anticipated/ Retained:

Business Address:

Relationship: Fees

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

Name:

Anticipated/ Retained:

Business Address:

Relationship: Fees

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

The Silverman Group, Inc. Anticipated

213 W. Institute Place, Suite 501 Chicago, IL 60610 United States
Consultant
\$45,000.00

Estimated

Safer Foundation Anticipated

571 W. Jackson
Chicago, IL 60661 United States
Supplier
\$245,000.00

Estimated

Name:

Anticipated/ Retained:

Business Address:

Pressure Washing Systems Marketing, Inc, Anticipated

1615 South 55th Avenue
Cicero, IL 60804 United States

Relationship: Fees

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

Supplier \$210,000.00

Estimated

Name:

Anticipated/ Retained:

Business Address:

Relationship: Fees

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

Hard Surface Finishers, Inc. Anticipated

900 N. Sivert Drive

Wood Dale, IL 60191 United States

Supplier

\$185,000.00

Estimated

Name:

Anticipated/ Retained:

Business Address:

Relationship: Fees

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

Name:

Anticipated/ Retained:

Business Address:

Relationship: Fees

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

Arlington Glass Company Anticipated

4547 N. Milwaukee Ave. Chicago, IL 60630 United States

Supplier

\$10,000.00

Estimated

Bannerville USA Anticipated

1428 Hillgrove Ave. P.O. Box 184

Western Springs, IL 60558 United States

Supplier

\$90,000.00

Estimated

Name:

Anticipated/ Retained:

Action Advertising, Inc. Anticipated

24 2 0 S. Michigan Ave.

Relationship: Fees

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

Chicago, IL 60616 United States

Supplier

\$25,000.00

Estimated

Name:

Anticipated/ Retained:

Business Address:

Relationship: Fees

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

Name:

Anticipated/ Retained:

Business Address:

Relationship: Fees

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

The Brickman Group LTD. LLC Retained

3630 Solutions Center

Chicago, IL 60677-3006 United States

Supplier

\$225,000.00

Estimated

Source One Digital Anticipated

1137 N. Gateway Blvd.

Norton Shores, MI 49441 United States

Supplier

\$30,000.00

Estimated

Name:

Anticipated/ Retained:

Business Address:

Relationship: Fees

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

Horizon Contractors, Inc. Anticipated

1355 W. Fulton Street

Chicago, IL 60607 United States

Supplier

\$10,000.00

Estimated

Name:

Anticipated/ Retained:

DesignLab Chicago Anticipated

32 8 N. Albany Avenue

- 10-

Relationship: Fees

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

Name:

Anticipated/ Retained:

Business Address:

Relationship: Fees

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

Chicago, IL 60612 United States

Supplier

\$40,000.00

Estimated

Creative Lighting Design & Engineering

N140 W13843 Cedar Lane Germantown, WI 53 022 United States

Supplier

\$20,000.00

Estimated

Name:

Anticipated/ Retained:

Business Address:

Relationship: Fees

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

Streetplus Retained

154 Conover Street

Brooklyn, NY 11231 United States

Supplier

\$360,000

Estimated

Name:

Anticipated/ Retained:

Business Address:

Relationship: Fees

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

SRV Network, Inc. Retained

70 E. Lake Street, Suite 410 Chicago, IL 60601 United States

Consultant

\$10,000.00

Estimated

Name:

Anticipated/ Retained:

Thor Equities, LLC Retained

25 West 39th Street, 11th Floor

-11 -

New York, NY 10014 United States

Relationship: Other

Fees \$35,000.00 (\$\$ or %):

The Hartford Retained

P.O. Box 660916

Dallas, TX 75266-0916 United States

Other

\$30,000.00

Estimated

Everbank Commercial Financial Services, Inc.

Retained

P.O. Box 911608

Denver, CO 80291-1608 United States

Other

\$15,000.00

Estimated

Estimated/Paid: Estimated Name:

Anticipated/ Retained:

Business Address:

Relationship: Fees

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

Name:

Anticipated/ Retained:

Business Address:

Relationship: Fees

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

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

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

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

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.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.L 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

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by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. 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 S6cri6n^92f610 IUvthcf Wage Ordinance).

I certify the above to be true

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

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

I certify the above to be true

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.

I certify the above to be true

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

I certify the above to be true

7. 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 execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. 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 \$20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

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?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in

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the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

I can make the above verification

SECTION VI CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

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

No

SECTION VII -- 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. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html <<http://www.cityofchicago.org/city/en/depts/ethics.html>>. 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 the applicable ordinances.

I acknowledge and consent to the above

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The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other 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; MunlepaUGode.

I acknowledge and consent to the above 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.

I certify the above to be true

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.

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I certify the above to be true

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.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question 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 corporate officers of the Disclosing Party, 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 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.

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Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof

currently have a "familial relationship" with an elected city official or department head?

No

ADDITIONAL INFO

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

List of vendor attachments uploaded by City staff None.

List of attachments uploaded by vendor None.

CERTIFICATION

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

Is: 10/27/2014 Mr. Michael Martin Edwards
Executive Director Chicago Loop Alliance

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

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CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 47934

Certificate Printed on: 10/27/2014

Disclosing Party: Chicago Loop Alliance
Martin Edwards

Date of This Filing: 10/27/2014 12:58 PM

Original Filing Date: 09/20/2013 04:01 PM

Title: Executive Director Filed by: Mr. Michael

Matter: To allow Chicago Loop Alliance to amend the 2014 budget specified in the 2014 service provider agreement with the City of Chicago in order to provide special services within SSA#1.

Applicant: Chicago Loop Alliance Specification #:

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webappsl.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

WHEREAS, the City therefore desires to amend the Service Provider Agreement pursuant to an amendment in substantially the form attached hereto as Exhibit A; now therefore

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Incorporation of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriation of the Additional Funds. The Additional Funds are hereby appropriated, and the use of the Additional Funds by the Service Provider to provide Special Services within the Area is hereby confirmed, ratified and approved.

SECTION 3. Amendment to Service Provider Agreement. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an amendment to the Service Provider Agreement in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement Amendment"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement Amendment.

SECTION 4. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 6. Effective Date. This ordinance shall take effect after its passage and publication.

2014SSA1-3 Amendment Ord mlg.doc mlg

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