



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
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Legislation Text

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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 23, 2018

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of a lease renewal regarding property located at 4150 West 55th Street.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

ORDINANCE BE IT ORDAINED BY THE CITY

COUNCIL OF THE CITY OF CHICAGO:

SECTION 1: On behalf of the City of Chicago as Tenant, the Commissioner of the Department of Fleet and

Facility Management is authorized to execute a Lease with 4150 Partnership, as Landlord, for use of approximately 16,070 square feet of building space and a 16,500 square foot parking lot, located at 4150 West 55th Street, by the Department of Public Health; such Lease to be approved by the Commissioner of the Department of Public Health, and approved as to form and legality by the Corporation Counsel in substantially the following form:

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LEASE

THIS LEASE is made and entered into this _____ day of _____, 2018 (the "Effective Date"), by and between 4150 PARTNERSHIP, an Illinois general partnership as sole beneficiary of Marquette Bank successor trustee to Garfield Ridge Trust and Savings Bank under Trust Agreement dated June 1, 1988 and known as Trust #88-6-2 (the "Landlord") and the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government (the "Tenant").

RECITALS

WHEREAS, Landlord is the owner of the premises more commonly known as 4150 West 55th Street, Chicago, Cook County, Illinois; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord the entire building located at 4150 West 55th Street consisting of approximately 16,070 square feet of office space together with an adjoining parking lot consisting of approximately 16,500 square feet to be used by City of Chicago, Department of Public Health.

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

SECTION 1. GRANT

Landlord hereby leases to Tenant, and Tenant leases from Landlord, the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 16,070 square feet of office space and 16,500 square feet of paved parking space located on that certain parcel of real estate more commonly known as 4150 West 55th Street, Chicago, Illinois (PIN# 19-10-419-043 - the "Premises").

SECTION 2. TERM

The term of this Lease ("Term") shall commence on the Effective Date, and shall end on June 30, 2024, unless sooner terminated as set forth in this Lease.

SECTION 3. RENT, TAXES AND UTILITIES

3.1 Rent. Tenant shall pay base rent for the Premises in the amount of:

a) Twenty-Four Thousand Four-Hundred Twenty-Five and 00/100 Dollars (\$24,425.00) per month for

the period beginning on the Effective Date and ending on June 30, 2021.

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b) Twenty-Five Thousand One-Hundred Sixty and 00/100 Dollars (\$25,160.00) per month for the period beginning on July 1, 2021 and ending on June 30, 2024.

Rent shall be made payable to 4150 Partnership and sent to 4150 Partnership, 10150 Virginia Avenue, Unit J, Chicago Ridge, Illinois 60415, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

2 Taxes and Other Levies. Landlord shall pay when due all real estate taxes, duties, assessments, sewer and water charges and other levies assessed against the Premises, except for those charges which this Lease specifies that Tenant shall pay.

3 Utilities. Tenant shall pay when due all charges for gas, electricity, light, and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this Lease specifies that Landlord shall pay.

SECTION 4. CONDITION AND ENJOYMENT OF PREMISES. ALTERATIONS AND ADDITIONS, SURRENDER

1 Condition of Premises Upon Delivery of Possession. Landlord covenants that the Premises shall:

a) Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments, which may be applicable to the Premises or to the use or manner of use of the Premises;

b) Comply with all applicable Laws regarding accessibility standards for persons with disabilities or environmentally limited persons, including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities, the Architectural Barriers Act Pub. L, 90-480 (1968), and the Uniform Federal Accessibility Standards; and the Illinois Environmental Barriers Act, 410 ILCS 25/L et seq, and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Landlord must assure that the Premises comply with the standard providing the greatest accessibility.

c) Contain no environmentally hazardous materials.

Landlord's duty under this Section of the Lease shall survive Tenant's acceptance of the Premises.

2 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

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3 Landlord's Duty to Maintain Premises and Right of Access. Unless otherwise provided in this Lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order and in compliance with all applicable provisions of the Municipal Code of the City of Chicago, including, but not limited to, those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after receipt of written notice thereof sent by Tenant, unless such repair cannot be remedied within ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this Lease. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that, except in the case of emergencies, Landlord shall first give notice to Tenant of Landlord's desire to enter the Premises for the purpose of inspecting and making repairs to the Premises. Landlord will schedule Landlord's entry so as to minimize any interference with Tenant's use of Premises.

4 Use of the Premises. Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to damage the Premises, fixtures, and equipment within the Premises. Tenant will comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the Tenant's use of the Premises.

5 Alterations and Additions. Tenant shall have the right to make such alterations, additions, and improvements to the Premises as Tenant shall deem necessary for Tenant's operations. Provided, however, that any such alterations, additions, and improvements shall be in full compliance with the applicable Law. Tenant must obtain the prior written consent of Landlord before commencing such work. Landlord shall not unreasonably withhold or delay such consent.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold or delay such consent.

2 Tenant's Covenant Against Liens. Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. The Landlord shall procure and maintain at all times, at Landlord's own expense, during the term of this Lease, the insurance coverages and requirements specified below, insuring all operations related to the Lease.

The kinds and amounts of insurance required are as follows:

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a) Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all Landlord's employees at the Premises and Employer's Liability coverage with limits of not less than \$500,000 each accident or illness. This provision shall also apply to Landlord's employees, agents or clients hired for work on the Premises.

b) Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non contributory basis for any liability arising directly or indirectly from the Lease.

c) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Landlord shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, for bodily injury and property damage.

d) All Risk Property Insurance. All risk property insurance coverage shall be maintained by the Landlord for full replacement value to protect against loss, damage to or destruction of property.

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

6.2 Other Terms of Insurance. The Landlord will furnish the City of Chicago, Department of Fleet and Facility Management, Real Estate Management, 30 North LaSalle Street, Room 300, Chicago, Illinois 60602,

original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Lease. The Landlord shall submit evidence on insurance prior to Lease award. The receipt of any certificates does not constitute agreement by the Tenant that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of the Tenant to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by the Tenant. The Landlord shall advise all insurers of the Lease provisions regarding insurance. Nonconforming insurance shall not relieve Landlord of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and the Tenant retains the right to terminate the Lease until proper evidence of insurance is provided.

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

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

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

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

The Landlord expressly understands and agrees that any insurance or self insurance programs maintained by the City of Chicago shall apply in excess of and not contribute to insurance provided by the Landlord under the Lease.

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

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

6.3 Mutual Indemnification. Landlord and Tenant (subject to any allocation of adequate appropriations and other applicable legislative procedures, requirements, and approvals) shall indemnify and hold each other harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from either party by reason of any negligent performance of or failure to perform any of their obligations under this Lease.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction. If the Premises are damaged or destroyed by fire or other casualty to such an extent that Tenant cannot continue to occupy or conduct Tenant's normal business therein, or if the Premises do not meet all applicable building and fire code provisions and are therefore rendered untenable, Tenant shall have the option to declare this Lease terminated as of the date of such damage, destruction, or determination by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage, destruction, or determination and Landlord shall forthwith repay to Tenant all prepaid rent.

SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

8.1 Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as directed in Chapter 2-156 of the Municipal Code of Chicago), either direct or indirect, in the Premises or in this Lease; nor shall any such official, employee, or member

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participate in making or in any way attempt to use his or her position to influence any governmental decision or action with respect to this Lease.

8.2 Duty to Comply with Governmental Ethics Ordinance. Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

SECTION 9. HOLDING OVER

9.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on July 1, 2024 and the rent 103% of the rent as set forth in Section 3.1(b) of this Lease. During any holding over, all other provisions of this Lease shall remain in full force and effect.

SECTION 10. MISCELLANEOUS

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

City of Chicago
Department of Fleet and Facility Management Office of
Real Estate Management 30 North LaSalle - Room 300
Chicago, Illinois 60602

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

4150 Partnership
James L. Waner / Linda A. Waner 10150 Virginia
Avenue, Unit "J" Chicago Ridge, Illinois 60415

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

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

3 Governing Law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois without reference to its conflicts of laws principles. Landlord waives any objection to the venue of any action filed in any court situated in the jurisdiction in which the Premises are located.

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

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

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

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

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

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

10 Termination of Lease. Tenant shall have the right to terminate this Lease in its entirety for any reason without prepayment or penalty by providing Landlord with ninety (90) days prior written notice any time after June 30, 2020. If Tenant exercises its right to terminate, Tenant shall reimburse Landlord one thirty-sixth (1/36th) of the Construction Costs, as defined in Section 11.1, for each month remaining of the first thirty-six months of the Term of this Lease. Landlord estimates that Construction Costs will not exceed one hundred seventy-five thousand and 00/100 Dollars (\$175,000.00), and while Construction Costs may exceed this amount. Tenant shall not be liable for reimbursement of more than one thirty-sixth (1/36th) of one

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hundred seventy-five thousand and 00/100 Dollars (\$175,000.00) for each month remaining of the first thirty-six months of the Term of this Lease.

11 Partial Termination of Lease. In addition to the termination provisions as outlined in Section 10.10, after completion of the first thirty-six months of the Term of this Lease, Tenant shall have the right of partial termination relative to one of the two portions of space that comprise the Premises. Tenant may terminate the Lease with respect to all of space allocable to Tenant's mental health operations (approximately 10,000 square feet or 62.2% of the Premises) for any reason by providing Landlord with ninety (90) days prior written notice. Tenant may also terminate the Lease with respect to all of space allocable to Tenant's Women Infant and Children's (WIC) operations (approximately 6,070 square feet or 37.8% of the Premises) for any reason by providing Landlord with ninety (90) days prior written notice. In the event of such partial Lease termination with respect to either portion of the Premises, during the remainder of the Term Tenant shall pay Landlord the reduced rent allocable to the remaining portion (62.4% or 37.6%) of the Premises which the Tenant shall continue to occupy during the remainder of the Term. During any holding over period, Tenant shall pay Landlord the reduced rent allocable to the remaining portion (62.4% or 37.6%) of the Premises which the Tenant shall continue to occupy during the holding over period. In the event of such partial Lease termination, all other provisions of this Lease shall remain in full force and effect.

12 Federal and State Funding. The rental payments due under this Lease are derived from funds originating with the State and Federal governments. If the State or Federal governments do not provide funding

for this Lease and, as a result, Tenant is unable to pay the sums required to be paid under this Lease, Tenant may terminate this Lease with forty-five (45) days written notice delivered to Landlord. Tenant shall, however, be responsible for its pro-rated share of the rent up to and inclusive of the last day of Tenant's occupancy of the Premises.

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

14 Condemnation. If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this Lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating the Premises as the result of said termination.

15 No Brokers. The Department of Fleet and Facility Management does not use brokers, tenant representatives, or other finders. Landlord does not use brokers, landlord representatives, or other finders. Tenant warrants to Landlord that no broker, landlord or tenant representative, or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the

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negotiation of this Lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this Lease. Landlord warrants to Tenant that no broker, landlord or tenant representative, or other finder (a) introduced Landlord to Tenant, (b) assisted Landlord in the negotiation of this Lease, or (c) dealt with Landlord on Landlord's behalf in connection with the Premises or this Lease. Under no circumstances shall Tenant make any payments due hereunder to any broker(s) or other purported Tenant representative(s). Under no circumstances shall Landlord make any payments due hereunder to any broker(s) or purported Landlord representative(s).

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

17 Prior Lease. Tenant has leased and occupied the Premise under a Lease dated November 4, 2013 (the "Prior Lease"). Landlord and Tenant each acknowledge and agree that the other party has performed all obligations under the Prior Lease and that neither party has any claims against the other with respect to the Prior Lease. Upon execution of this Lease, the Prior Lease shall become null and void and of no further force or effect.

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

SECTION 11. ADDITIONAL RESPONSIBILITIES OF LANDLORD

1 Site Improvements. Within one-hundred twenty (120) days of the Effective Date, Landlord, at Landlord's sole cost and expense, shall complete the site improvements, including but not limited to improvements that are required for compliance with the Americans with Disabilities Act, that are contained in Exhibit A attached hereto. The costs and expense of all improvements shall be considered Construction Costs.

2 Improvements and Appliances Funded by Tenant. At Tenant's sole cost and expense, Landlord shall provide an ADA compliant oven with range, and an ADA compliant refrigerator with freezer. The existing oven with range and refrigerator with freezer were provided by Tenant, and, as outlined in Exhibit B attached hereto, do not comply with ADA accessibility requirements. Tenant shall also fund any other improvements that are required for building code compliance, including but not limited to mechanical and fire suppression systems, in connection with the operation of an oven with range in the Premises. Tenant shall have the right to forgo the provision of an oven with range if the cost, in Tenant's opinion, of building

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code compliance is too exorbitant. Landlord shall have the right to deny Tenant's request for an oven with range if, in Landlord's opinion, such systems required for code compliance interfere with existing mechanical or structural components of the building. Landlord shall invoice tenant for half of the quoted costs associated with this section and Tenant shall pay said invoice prior to Landlord commencing work, with the balance of the cost being payable by Tenant to Landlord within 30 days of completion of the work.

3 Pest Control. Landlord shall provide and pay for pest control services whenever necessary. Notwithstanding the foregoing, Landlord shall not be responsible for such services where Tenant is negligent in maintaining reasonable sanitary standards at the Premises.

4 Scavenger Services. Landlord shall provide and pay for scavenger services. Tenant shall be responsible for appropriate removal and disposal of any medical wastes.

5 Water Service. Landlord shall provide and pay for water services to the Premises.

6 Plumbing. Landlord shall maintain plumbing in good operable condition, excluding damage caused by acts of vandalism or negligence attributable to Tenant, Tenant's agents or Tenant's clients.

7 Maintenance. Landlord shall provide, at Landlord's expense, any and all engineering service for maintenance of the exterior and interior of the Premises, including, but not limited to, all roof, structural, mechanical, and electrical components. Engineering service as used herein shall not be construed to mean cleaning, washing, sweeping of any kind, moving of furniture, or replacing of interior light bulbs, etc., Maintenance shall refer strictly to service for the maintenance of the mechanical components of the building and paved parking lot.

8 Ballasts. Landlord shall provide and replace, at Landlord's expense, any ballasts when necessary.

9 Air-Conditioning. Landlord shall provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the air-conditioning equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients. Landlord understands that proper cooling is critical to operations as the Premises may at times be used as a cooling center by Tenant for the public.

10 Heat. Landlord shall provide heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the heating equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients. Landlord understands that proper heating is critical to operations as the Premises may at times be used as a warming center by Tenant for the public.

11 Fire Extinguishers. Landlord shall provide and maintain fire extinguishers as required by code in the Premises at all times. Landlord shall not be responsible for replacement

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of vandalized or stolen fire extinguishers. Tenant shall be responsible for replacement of vandalized or stolen fire extinguishers

12 Snow Removal. Landlord shall provide prompt removal of snow and ice from the parking lot and from sidewalk which immediately adjoining the Premises.

13 Roof. Landlord shall maintain roof in watertight condition.

14 Spot Painting. Landlord shall professionally spot paint the Premises on an as-needed basis.

15 Exterior Light Bulb Replacement. Landlord shall replace any exterior light bulbs and parking lot light bulbs.

16 Replacement of Air Filters. Landlord shall replace air filters on a quarterly basis or whenever necessary.

17 Unauthorized Improvements. Any improvements to the Premises effectuated by Landlord on Tenant's behalf shall only be performed upon written approval and Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management. Approval from any other department(s), other employee (s) of the Department of Fleet and Facility Management, or anyone acting, or claiming to act, on Tenant's behalf shall be deemed invalid and of no force or effect.

18 Repairs for Emergencies. In the event of an emergency where further delay would lead to material loss or significant damage to the Premises and provided such emergency is caused by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents, or Tenant's contractors, Landlord may make such emergency repairs subject to full reimbursement to Landlord by Tenant of costs associated with such emergency repairs excluding any overhead and/or profit.

19 Economic Disclosure Statement Affidavit ("EDS") Updates. Landlord shall provide Tenant with any material updates to the information previously submitted in Landlord's Economic Disclosure Statement and Affidavit ("EDS"). Tenant may also request such updates from time to time. Tenant reserves the right to withhold rental payments under this Lease in the event Landlord fails to provide such updates. Landlord's Failure to provide such information on a timely basis shall constitute a default under this Lease.

SECTION 12. ADDITIONAL RESPONSIBILITIES OF TENANT

1 Plate Glass. Tenant shall replace any broken or damaged plate glass on the Premises which is not caused by acts or negligence of Landlord.

2 Graffiti Removal. Tenant warrants that while Landlord shall repaint the Premises exterior pursuant to Section 11.1 hereinabove, Landlord is not responsible for subsequent removal of graffiti.

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3 Custodial Services. Tenant shall provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of interior light bulbs, and sweeping.

4 Tenant Signage. Tenant reserves the right to install and maintain appropriate signage on the front exterior of the Premises provided that such signage complies with any applicable laws.

5 Surrender of Premises at Termination. Upon the termination of this Lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this Lease, with normal wear and tear excepted.

6 Rental Signs. Tenant will allow Landlord install rental signs not to exceed 2' x 2' in size within the Premises during the last six (6) months of the Term and during any holding over.

7 Security Service. Tenant shall pay for monthly alarm service, if necessary as determined by Tenant.

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

9 Hazardous Materials. Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and Tenant shall comply with reasonable requirements of Landlord's fire insurance carrier. Tenant shall be responsible for appropriate removal and disposal of any medical wastes.

10 Repairs for Tenant Negligence, Vandalism, or Misuse. Subject to approval as set forth herein, Tenant shall assume responsibility for any repairs to the Premises necessitated by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, clients, invitees, agents, or contractors. Landlord shall notify Tenant in writing of such damage. At Tenant's option, Tenant may perform such repairs with service providers suitable to Tenant and at Tenant's sole cost without further setoff or deduction. In the alternative, Tenant may direct Landlord in writing to perform said repairs subject to Tenant's full reimbursement to Landlord of all costs associated with such repairs excluding any overhead and/or profit. Any repairs to the Premises effectuated by Landlord under this section shall only be performed by Landlord upon written approval and Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management. Repair approval from any other department(s) or other employee(s) of the Department of Fleet and Facility Management shall be deemed invalid and of no force or effect. Repairs made without said written approval and Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management shall not be reimbursable to Landlord.

SECTION 13. LANDLORD DISCLOSURES AND AFFIRMATIONS

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1 Business Relationships. Landlord 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 Tenant, or any person acting at the direction of such official, to contact, either orally or in writing, any other Tenant official or employee with respect to any matter involving any person with whom the elected Tenant official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Lease, that a violation of Section 2-156-030 (b) by an elected official,

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

2 Patriot Act Certification. Landlord represents and warrants that neither Landlord nor, to the best of Landlord's knowledge, any Affiliate (as hereafter defined) thereof 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 Tenant may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section, an "Affiliate" shall be deemed to be a person or entity related to Landlord that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Landlord, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

3 Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. Landlord agrees that Landlord, any person or entity who directly or indirectly has an ownership or beneficial interest in Landlord of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Landlord's contractors (i.e., any person or entity in direct contractual privity with Landlord regarding the subject matter of this Lease) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic , partners of such Sub-owners (Landlord 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 (a) after execution of this Lease by Landlord, (b) while this Lease or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Lease or any Other Contract, or (d) during any period while an extension of this Lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

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Landlord represents and warrants that to the best of Landlord's knowledge from the later of (a) May 16, 2011, or (b) the date the Tenant approached Landlord, or the date Landlord approached the Tenant, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Landlord 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.

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

Notwithstanding anything to the contrary contained herein, Landlord agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Lease or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Lease, and under any Other Contract for which no opportunity to cure will be granted, unless the Tenant, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the Tenant to all remedies (including, without limitation, termination for default) under this Lease, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Landlord intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Lease, the Tenant may elect to decline to close the transaction contemplated by this Lease.

For purposes of this provision:

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

b) "Other Contract" means any other agreement with the Tenant to which Landlord 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.

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

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- d) Individuals are "domestic partners" if they satisfy the following criteria:
- i) they are each other's sole domestic partner, responsible for each other's common welfare; and
 - ii) neither party is married; and
 - iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
 - iv) 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

- v) 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) 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.

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

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

5 Failure to Maintain Eligibility to do Business with Tenant. Failure by Landlord or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-

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23-030 of the Municipal Code of Chicago shall be grounds for termination of this Lease and the transactions contemplated thereby. Landlord shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

6 Cooperation with Office of Inspector General. It is the duty of Landlord and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a Tenant 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 Inspector General in any

investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Landlord represents and warrants that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that Landlord will inform its Contractors and Subcontractors of this provision and include a provision requiring their compliance with such Chapter 2-56 in any written agreement between Landlord and its Contractors and Subcontractors.

7 Shakman Prohibitions.

(i) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan", as amended (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Landlord is aware that City policy prohibits City employees from directing any individual to apply for a position with Landlord, either as an employee or as a subcontractor, and from directing Landlord to hire any individual as an employee or as a subcontractor. Accordingly, Landlord must follow its own hiring and contracting procedures, without being influenced by City or City employees. Any and all personnel provided by Landlord under this Lease are employees or subcontractors of Landlord, not employees of the City. This Lease 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 Landlord.

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

(iv) In the event of any communication to Landlord by a City employee or City official in violation of paragraph (ii) above, or advocating a violation of paragraph (iii) above. Landlord will, as soon as is reasonably practicable, report such communication to the (Hiring Oversight

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Section of the City's Office of the Inspector General ("OIG Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Lease. Landlord will also cooperate with any

inquiries by OIG Hiring Oversight.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

LANDLORD:

Marquette Bank, not personally but as successor trustee to Garfield Ridge Trust and Savings Bank under Trust Agreement dated June 1, 1988 and known as Trust #88-6-2

By: Its:

4150 PARTNERSHIP, an Illinois General Partnership

By:

JAMES L. WANER - General Partner

TENANT:

CITY OF CHICAGO,

an Illinois municipal corporation and home rule unit of government

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By:

Commissioner

DEPARTMENT OF PUBLIC HEALTH

By:

Commissioner

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

By:

Chief Assistant Corporation Counsel

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EXHIBIT A

Site Improvements

1. **Paint the walls of all interior rooms**
2. **Replace carpeting in all rooms**
3. **Re-orienting the doorways of 3 offices so as to be accessible from the WIC clinic rather than the Mental Health Clinic**
4. **Expanding WIC restrooms into the WIC file room**
5. **Improvements required for ADA Compliance (non-compliant items detailed below)**

FRONT ENTRANCE:

- a. The exterior route to the front entrance has a non-compliant change in level due to cracks or depressions in the asphalt (see pics below). [ADA 303, 403.4; UFAS 4.3.8, 4.5.2,4.8.]
- b. The entrance to the building must have a sign with the International Symbol of Accessibility to identify it as an accessible entrance or, if the building entrance is not accessible, there must be a sign directing people with disabilities to the location.of the nearest accessible entrance. [ADA 216.6, 703.7.2.1; UFAS 4.1.1(7), 4.30.5. / ADA 216.6, 703.5.]
- c. The maximum force required to open an exterior door shall not exceed 8.5 pounds. The exterior door requires 13 pounds of force to open the door. [ADA 404.2.9; UFAS 4.13.11.]
- d. The maneuvering space on the exterior of the entrance shall not slope more than 1:48 in any direction. The exterior area approaching the entrance has a running slope of 7.1%. [ADA 404.2.4.4; UFAS 4.13.6.]

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DOOR HARDWARE (ENTIRE BUILDING)

- a. Install door hardware with lever handles on all interior doors. [UFAS 4.13.9; ADA 404.2.7, 309.4]

RAMP NEXT TO ROOM 11

- a. Ramps with a rise of greater than 6" require handrails on both sides of the ramp. This ramp is less than 6" but the handrails are not compliant. Replace with compliant handrail or remove. [ADA 405.8; UFAS 4.8.5, 4.8.7, Fig. 17]
- b. Handrails must extend at least 12" beyond the top and bottom of the ramp and be parallel with the landing at the top and bottom of the ramp (see below). [ADA 505.10.1; UFAS 4.8.5(2)]

12 min
- c. Ends of handrails must be rounded or returned smoothly to the floor, wall, or post. [ADA 505.10.1; UFAS 4.8.5(6)]

WAITING ROOM FOR MENTAL HEALTH CLINIC:

- a. Provide at least 18" of clear space next to the door on the latch side. The door leading from the waiting area into the clinic area has only 5" of clearance from the handrail [ADA 404.2.4.1; UFAS 4.13.5, Fig. 25.]

- b. The slope of the walking surface is greater than 1:20 (5%). This walking surface has a 5 foot section with a slope of 6.6%. [ADA 403.3]
- c. Circulation path inside of the room must be free of objects that project outward more than 4" from wall if the projection has leading edges of between 27" and 80" in height. The service counter edge protrudes outward 9" and is 42" in height. [ADA 307.2; UFAS 4.4.1, Fig. 8(a)]

- d. Service counter must be at least 36" wide and no more than 36" in height. Service counter is 42" in height. [ADA 904.1; UFAS 7.2.]
- e. Interior doors shall require no greater than 5 pounds of force to open. The door leading from the waiting area into the clinic area requires 12 pounds of pressure to open. [ADA 404.2.9; UFAS 4.13.11.]

RAMP IN FRONT OF ROOM 22:

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- a. There must be clear space between handrail and wall of exactly 1.5". [ADA 505.5; UFAS 4.8.5 (3).]
- b. Handrails must extend at least 12" beyond the top and bottom of the ramp and be parallel with the landing at the top and bottom of the ramp. [ADA 505.10.1; UFAS 4.8.5(2)]
- c. Ends of handrails must be rounded or returned smoothly to the floor, wall, or post. [ADA 505.10.1; UFAS 4.8.5(6)]
- d. The top of the handrail surface must be mounted between 34" and 38" above the surface of the ramp per ADA requirements, and between 30" and 34" per UFAS requirements. [ADA 505.4; UFAS 4.8.5 (5).]

THERAPY ROOM 21 (HALLWAY OUTSIDE ROOM):

- a. The slope of the walking surface is greater than 1:20 (5%). This walking surface has a slope of 5.7%. [ADA 403.3]

DIRECTORS OFFICE / ROOM 1

Swinging door with latch and closer must have at least 12" of clear space next to the door on the latch side. There is currently only 3" of clearance. [ADA 404.2.4.1; UFAS 4.13.5, Fig. 25]

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front approach, push side, door provided with both closer and latch

KITCHEN IN MENTAL HEALTH CLINIC: Accessible Counters /

Work Surface requirements:

- a. Reduce height of all counters and work surfaces to a maximum 34" height, or ensure all counter and work surfaces have at least a 30" section that is a maximum 34" height [UFAS 4.34.6.4(1); ADA 803.9, 804.3]
- b. Counters/work surfaces must have a minimum knee clearance height of 27" and a minimum depth of 11" for at least a 30" section of the counter / work surface that is at most 34" in height. [UFAS 4.34.6.4(4); ADA 803.9, 804.3.1, 306.3]
- c. Provide clear floor space of at least 48" deep at the 30" section of surface that is at least 34" in height, with no more than 19" of the 48" being under the counter / work surface. [UFAS 4.34.6.4(4); ADA 803.9, 804.3.1, 305]

Kitchen Sink:

- d. **Kitchen sink counter height must be no more than 34" in height. [UFAS 4.34.6.5(1), Fig. 51; ADA 804.4, 606.3]**
- e. Area under kitchen sink must have minimum knee clearance height 27" for a 30" width and a depth of at least 11". [UFAS 4.34.6.5(7); ADA 804.4, 606.2, 306.3]
- f. Provide clear floor space in front of the kitchen sink of at least 30" wide and 48" deep, with no more than 19" of the 48" depth being under the sink counter. [UFAS 4.34.6.5(7); ADA 804.4, 606.2, 306.3, 305]

Kitchen Storage:

- g. At least one shelf of every cabinet or storage shelf mounted over a counter must be no more than 48" above the floor. [UFAS 4.34.6.10(1)]

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WIC WAITING AREA:

- a. Service counter must have at least a 36" wide area with a maximum height of 36". The service counter is 42" in height. [ADA 904.1; UFAS 7.2.]

RESTROOMS:

Restrooms at Main Entrance:

- a. Doors with door closers must take 5 seconds at minimum to close from a position of 90 degrees to a position of 12 degrees from the latch. The doors to the men's and women's restrooms take 4 seconds to close from 90 degrees to 12 degrees. [ADA 404.2.8.1]
- b. Door thresholds shall be no higher than 1/2". Women's restroom near main entrance has a threshold of 5/8". [ADA 404.2.5; UFAS 4.13.8.]
- c. Beveled thresholds shall not have a slope on either side of greater than 1:2. The beveled threshold in the doorways to the men's and women's restrooms have a slope of greater than 1:2. [ADA 404.2.5, 303.3; UFAS 4.13.8.]
- d. Circulation path inside of the restrooms must be free of objects that project outward more than 4" from wall if the projection has leading edges of between 27" and 80" in height. The hand dryers in both restrooms project outward 8" and are 36.75" in height. [ADA 307.2; UFAS 4.4.1, Fig. 8(a).]
- e. Restroom sinks must have a rim or counter surface with a maximum height of 34". The sink in the men's restroom is 35.75" in height and the sink in the women's restroom is 34.75" in height. [ADA 606.3; UFAS 4.19.2.]
- f. Clear floor space in front of the sink of at least 30" wide and 48" deep, with a maximum of 17" of the 48" depth extending under the sink, must be provided. In the men's restroom, the hand dryer obstructs the clear space resulting in clear space of only 47" deep. [ADA 305.3, 306.2.3, 606.2; UFAS 4.19.3.]
- g. Drains and hot water supply pipes must be insulated or configured so as to protect against direct contact. Both restrooms are non-compliant. [ADA 606.5; UFAS 4.19.4]
- h. Mirrors must be mounted so that the bottom edge of the reflecting surface is a maximum 40" height when above a sink or counter or 35" if not above a sink or counter. The bottom reflecting edge of the mirror in the men's restroom is 56.5" in height and 57" in height in the women's restroom. [ADA 603.3; UFAS 4.22.6, 4.19.6.]
- i. For soap dispensers hung on the wall, the maximum forward reach for shall be 25" with the soap dispenser hung at a height no greater than 48". When the forward reach is between 20" and 25", the soap dispenser shall be hung at no greater than 44" in height.

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The existing soap dispensers require greater than maximum permitted reach. [ADA 305; UFAS 4.2.5, 4.2.6, 4.3.3, 4.23.7, 4.27.2.]

- j. For restrooms with only 1 toilet, clearance around the toilet shall be a minimum 60" wide (measured perpendicular from the side wall) and 56" deep (measured perpendicular from the rear wall) beyond the swing of the door. Clearance is only 53" deep in the men's restroom and 50" deep in the women's restroom.
- 1525
- k. The space between the grab bar and the wall must be exactly 1.5". The grab bars in men's and women's restrooms are 1.625" from the wall. [ADA 609.3; UFAS 4.17.6, 4.26.2, Fig. 39.]
- l. Side grab bar must be at least 42" in length. The side grab bar in the women's restroom is 36" in length. [ADA 604.5.1]
- m. A grab bar at the rear of the toilet must be provided and installed at a height of between 33" and 36". There is no grab bar at the rear of the toilet in the men's restroom. [ADA 609.4; UFAS 4.17.6, Fig. 30.]
- n. The grab bar at the rear of the toilet must be a minimum 36" in length. The grab bar at the rear of the toilet in the women's restroom is only 24" in length. [ADA 604.5.2; UFAS 4.17.6, Fig. 30.]
- o. The toilet flush control shall be located on the clear side of the toilet rather than on the wall side, the toilet flush control in the men's restroom is on the wall side. [ADA 604.6; UFAS 4.16.5.]
- p. The centerline of the toilet paper dispenser shall be between 7" and 9" from the front of the toilet. The toilet dispenser in the women's restroom is not compliant. [ADA 604.7; UFAS 4.16.6, Fig. 29.]
- q. Operating mechanisms, including light switches and electrical outlets, must have minimum clear space of 30" by 48". The electrical outlets in men's and women's restrooms are next to the sink and do not have the required clearance. [ADA 305, 309.2; UFAS 4.2.4, 4.27.2, 4.27.3.]

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- r. Light switches that are not obstructed from a front approach shall be at a height of between 15" and 48". The light switch in the men's room is 51.5" in height and the light switch in the women's restroom is 52" in height. [ADA 308.2.1; UFAS, 4.2.5, Fig. 5(a).]

WIC Restrooms:

- a. Clear width at entrance to restroom must be 32". The restroom doors are only 27.5" wide. [ADA 404.2.3; UFAS 4.13.5, 4.13.4, Fig. 24.]

- b. 18" of clear space is required next to the door on the latch side. There is only 10" of clear space next to the door inside both restrooms; the sink obstructs the clearance space.
- c. There must be at least 60" diameter of unobstructed turning space or 60" of T-shaped turning space within the restrooms. Neither restroom in the WIC clinic complies with this minimum requirement. [ADA 809.2.2, 304.3, Fig. 304.3.2; UFAS 4.34.2(2), 4.2.3, Fig. 3.]
- d. Interior route within the restrooms leading to all elements must be at least 36" wide. Interior of both restrooms do not meet the minimum due to obstructions. [ADA 403.5.1; UFAS 4.3.3, Fig. 7.]
- e. The bottom apron of the sink must be a minimum 29" in height. The bottom apron of the sinks in the restrooms are only 25.5" high. [UFAS 4.19.2.]
- f. Sinks must have knee clearance of at least 27" in height and 8" deep from the front edge of the sink or counter. There is only 25.5" height of knee clearance. [ADA 306.3; UFAS 4.19.2.]
- g. Clear floor space in front of the sink of at least 30" wide and 48" deep, with a maximum of 17" of the 48" depth extending under the sink, must be provided. Both restrooms have only 42.75" deep clear space from the sink to the wall. [ADA 305.3, 306.2.3, 606.2; UFAS 4.19.3.]
- h. Drains and hot water supply pipes must be insulated or configured so as to protect against direct contact. Both restrooms are non-compliant. [ADA 606.5; UFAS 4.19.4]
- i. Faucet controls must be designed or configured in a way so as to allow operation with one hand without tight grasping, pinching, or twisting of the wrist, and no more than 5 pounds of force shall be required to operate the facet controls. The sinks in both restrooms require grasping and twisting to operate. [ADA 309.4, 606.4; UFAS 4.19.5, 4.27.4.]
- j. Mirrors must be mounted so that the bottom edge of the reflecting surface is a maximum 40" height when above a sink or counter or 35" if not above a sink or counter. The

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bottom reflecting edge of the mirror is 48.5" in height. [ADA 603.3; UFAS 4.22.6, 4.19.6.]

- k. For soap dispensers and paper towel dispensers hung on the wall, the maximum forward reach for shall be 25" with the soap dispenser hung at a height no greater than 48". When the forward reach is between 20" and 25", the soap dispenser shall be hung at no greater than 44" in height. Soap dispensers and paper towel dispensers in both restrooms do not comply; both exceed maximum reach and maximum height. [ADA 305; UFAS 4.2.5, 4.2.6, 4.3.3, 4.23.7, 4.27.2.]

1. For restrooms with only 1 toilet, clearance around the toilet shall be a minimum 60" wide (measured perpendicular from the side wall) and 56" deep (measured perpendicular from the rear wall) beyond the swing of the door. Clearance is only 34" wide and 31.75" deep in both restrooms. [ADA 604.3.1; UFAS 4.22.3, Fig. 3]

- m. The centerline of the grab bar must be between 33" and 36" in height. The grab bar is hung diagonally at 43" in height. [ADA 609.4; UFAS 4.17.6, Fig. 30.]
- n. Side grab bar must be at least 42" in length. The side grab bar in the both restrooms is 36" in length. [ADA 604.5.1]
- o. A grab bar at the rear of the toilet must be provided and installed at a height of between 33" and 36". There are no grab bars at the rear of the toilet. [ADA 609.4; UFAS 4.17.6, Fig. 30.]
- p. The top of the toilet seat must be between 17" and 19" in height from the floor. The top of the toilet seat is 15.5" in height. [ADA 604.4; UFAS 4.16.3, Fig. 29(b).]
- q. The centerline of the toilet paper dispenser shall be between 7" and 9" from the front of the toilet. The toilet dispenser in the women's restroom is not compliant. [ADA 604.7; UFAS 4.16.6, Fig. 29.]
- r. Operating mechanisms, including light switches and electrical outlets, must have minimum clear space of 30" by 48". The electrical outlets in the restrooms are next to the sink and do not have the required clearance. [ADA 305, 309.2; UFAS 4.2.4, 4.27.2, 4.27.3.]

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- s. Light switches that are not obstructed from a front approach shall be at a height of between 15" and 48". The light switch in the restrooms do not comply with the height requirement. [ADA 308.2.1; UFAS, 4.2.5, Fig. 5(a).]

DRINKING FOUNTAIN INSIDE MAIN ENTRANCE:

- a. Route to the restroom must be free of objects that project outward more than 4" from wall if the projection has leading edges of between 27" and 80" in height. The drinking fountain projects outward 7.5" and is 28.5" in height. [ADA 307.2; UFAS 4.4.1, Fig. 8(a)]

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EXHIBIT B

ADA non-compliant fixtures that were provided by Tenant

Oven with Range:

- a. Oven and range requires minimum knee clearance of 30" width, 27" height, and 8" depth. [ADA 804.6.4, 306]

- b. Oven / Range controls must be located on the front panel rather than behind the burners. [UFAS 4.34.6.7; ADA 804.6.5.3]

Refrigerator with Freezer:

- a. Refrigerator / Freezer setting controls must be between 15" and 48" inches in height from the floor. [UFAS 4.34.6.3, 4.27.4; ADA 804.6.2, 309]

CITY OF CHICAGO ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT

SECTION 1 - GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable: 4150 Partnership,
Illinois General Partnership

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant
OR

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

OR

3. a legal entity with a direct or indirect right of control of the Applicant (see Section 11(B)(1)) State the legal
name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 1Q150 Virginia Avenue, Suite J
-Chicago-Ridge, IL 604J5

C. Telephone: 708-423-8200 Fax: 708-423-8377 Email: WPM@Wanerent.com
<mailto:WPM@Wanerent.com>

D. Name of contact person: James L. Waner

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

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

Lease for 4155 W. 55th Street, 16,070 sq. ft. ground floor office and 16,500 sq. ft parking lot

G. Which City agency or department is requesting this EDS? JDFFM

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

Specification Not Applicable and Contract It Not Applicable

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

- I. Indicate the nature of the Disclosing Party Person
 Publicly registered business corporation Privately held business corporation Sole proprietorship General partnership Limited partnership Trust
Party.
 Limited liability company
 Limited liability partnership
 Joint venture
 Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
 Yes No Other (please specify)

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

Illinois

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

Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

Name	Title
James L. Waner	General Partner
Linda A. Waner	General Partner

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

venture, interest of a member or manager in a

(

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

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

Name	"Business Address	Percentage Interest In the Applicant
James L. Waner	10150 Virginia Ave, Chicago Ridge IL]
Linda A. Waner	10150 Virginia Ave, Chicago Ridge IL	I

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

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

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

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

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

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

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

(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-ORDHRHD.CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

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

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking

tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

5. Certifications (5), (6) and (7) concern:

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

authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5) (Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

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

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

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

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

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in

connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

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

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

Not Applicable / None

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

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

Not Applicable / None

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is is "Not

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

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

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our

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

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E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

Not Applicable

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

Matter.)

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 4.1 CFR Part 60-2.)

Yes No

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

Yes No Reports not required

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

[J Yes

|| No

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

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SECTION VII - - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and (he 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 Parly understands thai it must comply with all statutes, ordinances, and regulations on which this EDS is based.

R. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics <<http://www.cityofchicago.org/Ethics>>, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (3 12) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which il 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 Parly's participation in the Matter and/or declining to allow the Disclosing Parly to participate in other'City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

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

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

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CERTIFICATION

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

4150 Partnership, an Illinois General Partnership
(Print or type exact legal name of Disclosing Party)

(Print or type name of person signing) Partner

(Print or type title of person signing)

Signed and sworn to before me on (date) ^"^^jj" / ^"Z.C"/ff

at _____ County, \Qjii^r^> (state).
MDMMNVIMMn

g LEONA C BEGESCHKE v Notary Public 0 \ "OI

OFFICIAL SEAL"
EONA C BEGESCHK
< Notwy PubNc. State of IWnois
/-■■ _ \ My Commission Expires 2/11/2021

Commission expires:

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT
APPENDIX A**

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

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

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother, or stepsister or half-brother or half-sister. ^v

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

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

Yes No

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

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOFFLAW7PROBLEM LANDLORD CERTIFICATION

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

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

Yes No

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

Yes No (The Applicant is not publicly traded on any exchange.)

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

