



Office of the City Clerk City of Chicago

City Hall
121 North LaSalle Street
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Referred to Committees at the Chicago City Council Meeting 6/26/2013

Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
1	O2013-4935	Acquisition of property at 2206, 2222 and 2258 South Indiana Aves for 24th/Michigan Redevelopment Project Area	Emanuel, Rahm (Mayor)	Housing
2	O2013-4936	Acquisition of property at 2207 S Michigan Ave for Michigan/Cermak Redevelopment Project Area	Emanuel, Rahm (Mayor)	Housing
3	O2013-4967	First Amendment to Vacant Building Tax Increment Financing Neighborhood Purchase and Rehabilitation Program Agreement with Neighborhood Housing Services of Chicago, Inc.	Emanuel, Rahm (Mayor)	Finance
4	O2013-5388	Acquisition of property in conjunction with proposed intermodal facility at 301-309 S Clinton St (Union Station)	Emanuel, Rahm (Mayor)	Housing
5	O2013-5415	Acquisition of property at 4808 W Wilson Ave and 4825 W Lawrence Ave for establishment of operational space for Department of Water Management	Emanuel, Rahm (Mayor)	Housing
6	O2013-5430	Amendement to Roosevelt/Racine Tax Increment Financing Plan	Emanuel, Rahm (Mayor)	Finance
Agreement(s) - Lease				
7	O2013-5390	Lease agreement with The Thresholds, Inc. for use of city-owned space at 6337 S Woodlawn Ave	Emanuel, Rahm (Mayor)	Housing
8	O2013-5391	Lease agreement with Board of Education of Chicago for use of space at 2111 W 47th St by Chicago Public Library	Emanuel, Rahm (Mayor)	Housing
9	O2013-5392	Lease agreement with Irving Sterling Venture, LLC for use of property at 3548 W Irving Park Rd by Chicago Public Library	Emanuel, Rahm (Mayor)	Housing
Appointment(s)				
10	A2013-77	Appointment of Gregory B. Whipple as member of Special Service Area No. 29, West Town Commission	Emanuel, Rahm (Mayor)	Finance
11	A2013-78	Appointment of Albert L. Raffin as member of Special Service Area No. 40, Michigan Avenue/Roseland Commission	Emanuel, Rahm (Mayor)	Finance
12	A2013-79	Appointment of Jeffery A. Kidd as member of Special Service Area No. 45,103rd Halsted Commission	Emanuel, Rahm (Mayor)	Finance
13	A2013-81	Appointment of Brenna Berman as Chief Information Officer	Emanuel, Rahm (Mayor)	Economic

Legislation Referred to Committees at the Chicago City Council Meeting

6/26/2013

Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral	
CDBG				
14	O2013-5370	Amendment to Year XXXIX CDBG Ordinance	Emanuel, Rahm (Mayor)	Budget
Fund 925 Amendment(s)				
15	O2013-5355	Amendment of 2013 Annual Appropriation Ordinance within Fund No. 925	Emanuel, Rahm (Mayor)	Budget
Municipal Code Amendment(s)				
16	O2013-5061	Amendment of Chapter 17-4 and 17-8 of Municipal Code regarding Central Area Parking District	Emanuel, Rahm (Mayor)	Zoning
17	O2013-5300	Amendment of Chapter 2-112 of Municipal Code by adding new Section 233 authorizing health-related agreements with Public Health Institute of Metropolitan Chicago	Emanuel, Rahm (Mayor)	Health & Environment
18	O2013-5362	Amendment of Year 2013 Annual Appropriation Ordinance and associated intergovernmental agreement with Chicago Public Schools concerning summer employment program for students	Emanuel, Rahm (Mayor)	Budget
19	O2013-5384	Amendment of Title 18 of Municipal Code by adding new Chapter 18-14 regarding building energy use benchmarking	Emanuel, Rahm (Mayor)	Zoning
20	O2013-5427	Amendment of previously passed loan agreement with Montclare Senior Residences of Avalon Park Phase II, LLC	Emanuel, Rahm (Mayor)	Finance
21	O2013-5431	Amendment of Title 8 of Municipal Code by adding new Section 8-4-355 regarding safe zones and safe passage routes	Emanuel, Rahm (Mayor)	Public Safety
22	O2013-5432	Amendment of Chapter 8-20 of Municipal Code by adding new Section 8-20-075 regarding assault weapons	Emanuel, Rahm (Mayor)	Public Safety
Reappointment(s)				
23	A2013-68	Reappointment of Ruby A. Gonzalez as member of Special Service Area No. 3, Southwest Business Growth Area Commission	Emanuel, Rahm (Mayor)	Finance
24	A2013-69	Reappointment of James A. McHale as member of Special Service Area No. 24, Clark Street Commission	Emanuel, Rahm (Mayor)	Finance
25	A2013-73	Reappointment of Elena Duran as member of Special Service Area No. 25, Little Village Commission	Emanuel, Rahm (Mayor)	Finance
26	A2013-75	Reappointment of Elena Duran as member of Special Service Area No. 25, Little Village Commission	Emanuel, Rahm (Mayor)	Finance
27	A2013-76	Reappointment of John P. Vranas as member of Special Service Area No. 26, Broadway Commission	Emanuel, Rahm (Mayor)	Finance

Legislation Referred to Committees at the Chicago City Council Meeting

6/26/2013

Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
28	A2013-80	Reappointment of Robbie T. Sanders as member of Special Service Area No. 45, 103rd Halsted Commission	Emanuel, Rahm (Mayor)	Finance
29	A2013-82	Reappointment of Jamie L. Rhee as Chief Procurement Officer	Emanuel, Rahm (Mayor)	Budget
Sale of City-owned Property				
30	O2013-5416	Sale of City-owned property at 1300 N Astor St to Maxim's Chicago Restaurant Partners, LLC	Emanuel, Rahm (Mayor)	Housing
31	O2013-5418	Sale of City-owned property at 1900-1902 S Troy St/3141-3145 W 19th St under Adjacent Neighbors Land Acquisition Program	Emanuel, Rahm (Mayor)	Housing
32	O2013-5419	Sale of City-owned property at 2714 W 16th St under Adjacent Neighbors Land Acquisition Program	Emanuel, Rahm (Mayor)	Housing
33	O2013-5420	Sale of City-owned property at 3507 W Hirsch St under Adjacent Neighbors Land Acquisition Program	Emanuel, Rahm (Mayor)	Housing
34	O2013-5421	Sale of City-owned property at 3715 W Potomac Ave under Adjacent Neighbors Land Acquisition Program	Emanuel, Rahm (Mayor)	Housing
35	O2013-5422	Sale of City-owned property at 3918 S Wells St to Quick Ventures, LLC	Emanuel, Rahm (Mayor)	Housing



City of Chicago



O2013-4935

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Acquisition of property at 2206, 2222 and 2258 south blocks of Michigan and Indiana Aves for 24th/Michigan Redevelopment Project Area
Committee(s) Assignment:	Committee on Housing and Real Estate

ORDINANCE

AUTHORITY TO ACQUIRE 2206, 2222 AND 2258 S. INDIANA AVENUE 24th/Michigan Redevelopment Project Area

WHEREAS, the 24th/Michigan Tax Increment Financing Redevelopment Project and Plan (the "24th/Michigan Plan") was approved by the City Council of the City of Chicago (the "City") on July 21, 1999, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"); and

WHEREAS, the City may, pursuant to Section 11-74.4-4(c) of the Act and in conjunction with goals and objectives of the 24th/Michigan Plan, acquire by purchase or condemnation, property reasonably necessary to achieve the objectives of the 24th/Michigan Plan; and

WHEREAS, the Department of Housing and Economic Development has found that the present use of, and improvements to, the property commonly known as 2206, 2222 and 2258 S. Indiana Avenue and identified as P.I.N. 17-27-102-013, -025, and -026 (the "Subject Property") are inconsistent with the City's development plans for the subject area and that acquisition of the Subject Property by the City for redevelopment would further the goals of the 24th/Michigan Plan; and

WHEREAS, the Subject Property is located within the boundaries of the 24th/Michigan Plan; and

WHEREAS, the City is a home rule unit of local government pursuant to Article VII of the 1970 Constitution of the State of Illinois, and, pursuant to its home rule powers, the City established the Community Development Commission ("Commission") pursuant to Section 2-124 of the Municipal Code of Chicago (the "Code"); and

WHEREAS, under Section 2-124-030(a) of the Code and Section 11-74.4-4(c) of the Act, the Commission may recommend to the City Council that the City acquire by purchase or condemnation property reasonably necessary to achieve the objectives of a redevelopment project and plan; and

WHEREAS, the Commission, by Resolution 13-CDC-21, recommended that the Subject Property be acquired for redevelopment by the City in furtherance of the 24th/Michigan Plan; and

WHEREAS, the Subject Property is a component of an acquisition plan and project to facilitate redevelopment along the Cermak Avenue corridor, adjacent to the McCormick Place Convention Center, that requires property assembly within adjacent and surrounding Tax Increment Allocation Redevelopment Areas (the "Cermak Corridor Project"); and

WHEREAS, the assembly of property, including the Subject Property, requires urgency to meet deadlines that will facilitate the Cermak Corridor Project, and will not be feasible without accomplishing the assembly of all property, including the Subject Property, by December 31, 2013; and

WHEREAS, pursuant to its home rule power, the City Council finds such acquisition to be for the same purposes as those set forth in Divisions 74.2 and 74.3 of the Illinois Municipal Code (65 ILCS 5/11-74.2 and 74.3); and

WHEREAS, the Corporation Counsel has been authorized to negotiate for the purchase of parcels contained within the 24th/Michigan Plan area, and, in the event of inability to acquire same through negotiation, to institute eminent domain proceedings, including the use of "Quick-Take," to acquire such parcels; now, therefore,

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

SECTION 1. The recitals set forth above are hereby incorporated into this ordinance by this reference as the findings of the City Council.

SECTION 2. The City Council hereby finds, pursuant to its home rule power and the 24th/Michigan Plan, that it is useful, necessary, desirable and in the best interests of the City of Chicago to acquire the Subject Property, legally described on attached Exhibit A, for the purposes set forth herein.

SECTION 3. The authority of the Corporation Counsel to issue offers and negotiate to acquire the Subject Property, and in the event of inability to agree with the owner or owners of such property, to institute condemnation proceedings to acquire title to and possession of such property in accordance with the eminent domain laws of the State and in the manner provided by Act 30 of the Code of Civil Procedure (the "Eminent Domain Act"), including the exercise of "Quick Take" pursuant to Articles 20 and 25 of the Eminent Domain Act, is hereby ratified, provided, and confirmed.

SECTION 4. The City Council further finds that it is useful, necessary, desirable and in the best interests of the City of Chicago to utilize "Quick-Take" pursuant to Articles 20 and 25 of the Eminent Domain Act to meet the schedule established pursuant to the 24th/Michigan Plan.

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

Exhibit A referred to in this Ordinance reads as follows:

Exhibit A.

Address: 2206, 2222 and 2258 S. Indiana Avenue

PIN: 17-27-102-013, 025, 026

Legal Description:

PARCEL 1:

THE EAST ½ OF BLOCK 4 (EXCEPT THAT PART TAKEN FOR 22ND STREET AND FOR ALLEY), IN CANAL TRUSTEES' SUBDIVISION OF THE WEST ½ OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 TO 7 IN BLOCK 1 IN SUPERIOR COURT COMMISSIONER'S SUBDIVISION OF THE EAST ½ OF BLOCK 9 (EXCEPT THAT PART TAKEN FOR ALLEY), IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST ½ OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 AND 2 (EXCEPT THAT PART TAKEN FOR ALLEY), IN ASSESSOR'S DIVISION OF THE EAST ½ OF BLOCK 18 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST ½ OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



HSG.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing acquisitions of property in the 2200 south blocks of Michigan and Indiana Avenues.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-4936

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Acquisition of property at 2207 S Michigan Ave for Michigan/Cermak Redevelopment Project Area
Committee(s) Assignment:	Committee on Housing and Real Estate

ORDINANCE

AUTHORITY TO ACQUIRE 2207 S. MICHIGAN AVENUE Michigan/Cermak Redevelopment Project Area

WHEREAS, the Michigan/Cermak Tax Increment Financing Redevelopment Project and Plan (the "Michigan/Cermak Plan") was approved by the City Council of the City of Chicago (the "City") on September 13, 1989, as amended March 21, 1990, and as further amended May 12, 1999, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"); and

WHEREAS, the City may, pursuant to Section 11-74.4-4(c) of the Act and in conjunction with goals and objectives of the Michigan/Cermak Plan, acquire by purchase or condemnation, property reasonably necessary to achieve the objectives of the Michigan/Cermak Plan; and

WHEREAS, the Department of Housing and Economic Development has found that the present use of, and improvements to, the property commonly known as 2207 S. Michigan Avenue and identified as P.I.N. 17-27-102-001 (the "Subject Property") are inconsistent with the City's development plans for the subject area and that acquisition of the Subject Property by the City for redevelopment would further the goals of the Michigan/Cermak Plan; and

WHEREAS, the Subject Property is located within the boundaries of the Michigan/Cermak Plan; and

WHEREAS, the City is a home rule unit of local government pursuant to Article VII of the 1970 Constitution of the State of Illinois, and, pursuant to its home rule powers, the City established the Community Development Commission ("Commission") pursuant to Section 2-124 of the Municipal Code of Chicago (the "Code"); and

WHEREAS, under Section 2-124-030(a) of the Code and Section 11-74.4-4(c) of the Act, the Commission may recommend to the City Council that the City acquire by purchase or condemnation property reasonably necessary to achieve the objectives of a redevelopment project and plan; and

WHEREAS, the Commission, by Resolution 13-CDC-21, recommended that the Subject Property be acquired for redevelopment by the City in furtherance of the Michigan/Cermak Plan; and

WHEREAS, the Subject Property is a component of an acquisition plan and project to facilitate redevelopment along the Cermak Avenue corridor, adjacent to the McCormick Place Convention Center, that requires property assembly within adjacent and surrounding Tax Increment Allocation Redevelopment Areas (the "Cermak Corridor Project"); and

WHEREAS, the assembly of property, including the Subject Property, requires urgency to meet deadlines that will facilitate the Cermak Corridor Project, and will not be feasible without accomplishing the assembly of all property, including the Subject Property, by December 31, 2013; and

WHEREAS, pursuant to its home rule power, the City Council finds such acquisition to be for the same purposes as those set forth in Divisions 74.2 and 74.3 of the Illinois Municipal Code (65 ILCS 5/11-74.2 and 74.3); and

WHEREAS, the Corporation Counsel is authorized to negotiate for the purchase of parcels contained within the Michigan/Cermak Plan area, and, in the event of inability to acquire same through negotiation, to institute eminent domain proceedings, including the use of "Quick-Take," to acquire such parcels; now, therefore,

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

SECTION 1. The recitals set forth above are hereby incorporated into this ordinance by this reference as the findings of the City Council.

SECTION 2. The City Council hereby finds, pursuant to its home rule power and the Michigan/Cermak Plan, that it is useful, necessary, desirable and in the best interests of the City of Chicago to acquire the Subject Property, legally described on attached Exhibit A, for the purposes set forth herein.

SECTION 3. The authority of the Corporation Counsel to issue offers and negotiate to acquire the Subject Property, and in the event of inability to agree with the owner or owners of such property, to institute condemnation proceedings to acquire title to and possession of such property in accordance with the eminent domain laws of the State and in the manner provided by the Act 30 of the Code of Civil Procedure (the "Eminent Domain Act"), including the exercise of "Quick-Take" pursuant to Articles 20 and 25 of the Eminent Domain Act, is hereby ratified, provided, and confirmed.

SECTION 4. The City Council further finds that it is useful, necessary, desirable and in the best interests of the City of Chicago to utilize "Quick-Take" pursuant to Articles 20 and 25 of the Eminent Domain Act to meet the schedule established pursuant to the Michigan/Cermak Plan.

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

Exhibit A referred to in this Ordinance reads as follows:

Exhibit A.

Address: 2207 S. Michigan Avenue

PIN: 17-27-102-001

Legal Description:

PARCEL 1:

LOTS 2 AND 3 (EXCEPT THE NORTH 4 FEET OF SAID LOT 2) IN ASSESSORS DIVISION OF THE WEST PART OF BLOCK 4 IN CANAL TRUSTEES SUBDIVISION OF THE WEST ½ OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 25 FEET OF THE NORTH 50 FEET (EXCEPT THE EAST 10 FEET TAKEN FOR ALLEY) OF THE SOUTHWEST ¼ OF BLOCK 4 IN CANAL TRUSTEES SUBDIVISION OF THE WEST ½ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing acquisitions of property in the 2200 south blocks of Michigan and Indiana Avenues.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-4967

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	First Amendment to Chicago-Central Park Tax Increment Financing Neighborhood Improvement Program
Committee(s) Assignment:	Committee on Finance

ORDINANCE

WHEREAS, pursuant to an ordinance adopted by the City Council of the City of Chicago, Illinois (the "City") on May 4, 2011, the City authorized the Commissioner of the Department of Housing and Economic Development ("HED") to establish a "Vacant Building TIF Purchase and Rehabilitation Program" to assist in the stabilization of neighborhoods and the City's housing market by providing assistance for the purchase and rehabilitation of vacant housing (the "Program"); and

WHEREAS, pursuant to an ordinance adopted by the City Council of the City on March 14, 2012, the City entered into the Agreement on April 12, 2012 with Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS"), under which NHS performs certain administrative services for the Program (the "Agreement"); and

WHEREAS, the City now desires to amend the Agreement with NHS to reflect that allowable closing costs under the Program relate to the overall project costs of each individual project in order to enhance the successful implementation of the Program (the "First Amendment"); now, therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Commissioner of HED (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the First Amendment substantially in the form attached hereto as Exhibit A and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions thereof, with such changes, deletions and insertions as shall be approved by the persons executing the amendment.

SECTION 3. NHS is hereby designated to continue to administer the Program, subject to the supervision of HED.

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

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

SECTION 6. This ordinance shall be effective as of the date of its passage.

Exhibit A

Form of First Amendment
to
the Agreement
with
Neighborhood Housing Services of Chicago, Inc.

FIRST AMENDMENT
to
VACANT BUILDING TIF NEIGHBORHOOD PURCHASE AND REHABILITATION
PROGRAM AGREEMENT FOR SINGLE-FAMILY HOMES

This First Amendment to the Vacant Building TIF Neighborhood Purchase and Rehabilitation Program Agreement for Single-Family Homes (the "Agreement") is made as of this ____ day of _____, 2013 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, pursuant to an ordinance adopted by the City Council of the City on May 4, 2011, the City authorized the Commissioner of HED to establish a "Vacant Building TIF Purchase and Rehabilitation Program" to assist in the stabilization of neighborhoods and the City's housing market by providing assistance for the purchase and rehabilitation of vacant housing (the "Program"); and

WHEREAS, pursuant to an ordinance adopted by the City Council of the City on March 14, 2012, the City entered into the Agreement on April 12, 2012 with NHS under which NHS performs certain administrative services for the Program; and

WHEREAS, the City now desires to amend the Agreement with NHS to reflect that allowable closing costs under the Program relate to the overall project costs of each individual project in order to enhance the successful implementation of the Program (the "First Amendment"); and

WHEREAS, by an ordinance adopted by the City Council of the City on _____, 2013, the City Council of the City has approved the execution and delivery of this First Amendment to the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

ARTICLE I

INCORPORATION AND RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE II

REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance inforce that conforms to the requirements of Section 4.8 of the Agreement.

ARTICLE III

AMENDMENT TO AGREEMENT

The Agreement is amended as follows:

(a) The definition of "Closing Costs" in Article II is hereby amended and restated by deleting the stricken language and inserting the underscored language as follows:

"Closing Costs" means reasonable and customary costs, not to exceed 6% of the ~~Base Purchase Price~~ Total Project Cost (as defined in Section 4.3(k) of this Agreement less closing costs), associated with the closing of the purchase of the Eligible Property, including, but not limited to, transfer taxes, title company charges and recording fees.

(b) Except as set forth herein, the Agreement is not amended.

ARTICLE IV

EFFECTIVE DATE OF FIRST AMENDMENT

This First Amendment shall be effective retroactive to April 12, 2012, which is the effective date of the Agreement.

ARTICLE V

OBLIGATION TO PROVIDE DOCUMENTS

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and NHS have executed this First Amendment as of the date first set forth above.

CITY OF CHICAGO

By: _____
Commissioner
Department of Housing and
Economic Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,
INC., an Illinois not-for-profit corporation

By: _____

Its: _____



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 44527

Certificate Printed on: 06/19/2013

Date of This Filing: 06/19/2013 03:10 PM

Original Filing Date: 06/19/2013 03:10 PM

Disclosing Party: Neighborhood Housing
Services of Chicago, Inc
Filed by: Ms. Maya Chandler

Title: Revenue Accountant

Matter: Approval of agreement for the Vacant
Building TIF Purchase and Rehabilitation
Program

Applicant: Neighborhood Housing Services of
Chicago, Inc

Specification #:

Contract #:

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

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



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 44527

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Neighborhood Housing Services of Chicago, Inc

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

1279 N. Milwaukee Avenue 5th Floor
Chicago, IL 60622
United States

C. Telephone:

773-329-4154

Fax:

773-329-4120

Email:

mchandler@nhschicago.org

D. Name of contact person:

Ms. Maya Chandler

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

Approval of agreement for the Vacant Building TIF Purchase and Rehabilitation Program

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

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

Yes

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

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

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

Yes

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

Officer/Director:	Mr. Ed Jacob
Title:	Executive Director/Assistant Secretary
Role:	Officer

Officer/Director:	Ms. Allison B. Clark
Title:	Director
Role:	Director

Officer/Director:	Mr. Thomas Harazim
Title:	Director/Treasurer
Role:	Both

Officer/Director:	Mr. Dave Kaptain
Title:	Director
Role:	Director

Officer/Director:	Mr. Bruce Martin
Title:	Director
Role:	Director

Officer/Director:	Mr. Steven McCullough
Title:	Director
Role:	Director

Officer/Director:	Mr. Allen A. Rodriguez
Title:	Director/V.P. Resource Development
Role:	Both

Officer/Director:	Mr. Tony Smith
Title:	Director
Role:	Director

Officer/Director:	Ms. Betty Jo Swanson
Title:	Director/Secretary
Role:	Both

Officer/Director:	Ms. Beth Witczak

Title: Director/President

Role: Both

Officer/Director: Ms. Vicky Arroyo

Title: Director

Role: Director

Officer/Director: Ms. Helen Hammond Redding

Title: Director

Role: Director

Officer/Director: Mr. Steve Quasny

Title: Director

Role: Director

Officer/Director: Dr. Michael Burnside

Title: Director

Role: Director

Officer/Director: Craig Chico

Title: Director

Role: Director

Officer/Director: Colleen Hernandez

Title: Director

Role: Director

Officer/Director: Eric Lindsay

Title: Director

Role: Director

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

No

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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

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

No

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

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

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

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

I certify the above to be true

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

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

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

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

I certify the above to be true

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

I certify the above to be true

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

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

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

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

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

I certify the above to be true

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

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

No

ADDITIONAL INFO

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

NONE

List of vendor attachments uploaded by City staff

None .

List of attachments uploaded by vendor

None .

CERTIFICATION

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

/s/ 06/19/2013
Ms. Maya Chandler
Revenue Accountant
Neighborhood Housing Services of Chicago, Inc

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

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance amending the Chicago-Central Park TIF Neighborhood Improvement Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-5388

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Acquisition of property in conjunction with proposed intermodal facility at 301-309 S Clinton St (Union Station)
Committee(s) Assignment:	Committee on Housing and Real Estate

ORDINANCE

WHEREAS, the City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII, of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of local government under Section 6(a), Article VII, of the Constitution; and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City has established the Community Development Commission ("Commission") to, among other things, designate redevelopment areas and approve redevelopment plans, and recommend the acquisition of parcels located in redevelopment areas, subject to the approval of the City Council of the City of Chicago ("City Council"); and

WHEREAS, pursuant to Chapter 2-102-030 of the Municipal Code of the City, the Commissioner ("Commissioner") of the Department of Transportation of the City ("CDOT"), has the power and duty to design and construct mass transit projects for local transportation purposes and to acquire property necessary or appropriate for the construction and operation of such projects; and

WHEREAS, the City has determined that it is useful, desirable and necessary that the City acquire for public ownership and control (either by the City, or by another governmental entity), within the meaning and authority of 735 ILCS 30/5-5-5(b), those parcels of real property described on Exhibit A to this ordinance (the "Parcels") for the public purpose of designing, constructing and operating a mass transit project including, without limitation, an intermodal transfer station, that in part, will provide for (1) sheltered berthing and staging areas for CTA buses; and (2) a vertical connection to an existing AMTRAK underground pedestrianway thereby reducing pedestrian exposure to traffic and enhancing pedestrian safety (the "Project"), in order to encourage the use of public transportation, improve safety and efficiency of local transit operations, improve local street traffic flow and to facilitate intergovernmental cooperation between different transit providers; and

WHEREAS, the City has determined that the acquisition of the Parcels, free and clear of leases, agreements, easements and encumbrances, for the Project is useful, advantageous or desirable for municipal purposes and the public welfare, within the meaning and authority of 65 ILCS 5/11-61-1 and 65 ILCS 20/21-19, and that such acquisition may include the acquisition of land and improvements as authorized under 735 ILCS 30/1 *et. seq.*, 735 ILCS 30/5-5-5, and 735 ILCS 30/25-7-103.12; and

WHEREAS, by ordinance adopted by the City Council on November 12, 1998, and published at pages 81976 to 81983 of the Journal of Proceedings (the "TIF Ordinance") a certain redevelopment plan (the "TIF Plan") for the Canal/Congress Redevelopment Project Area (the "TIF Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, *et seq.*)(the "TIF Act"); and

WHEREAS, the Plan and the use of tax increment financing provides a mechanism to support new growth, needed public improvements, and financing for land acquisition, demolition, and remediation; and

WHEREAS, one of the goals and objectives of the Plan is to provide improvements in safety and infrastructure, including the provision of new amenities that both businesses and residents expect to find in a contemporary mixed use urban neighborhood such as good accessibility served by a street system and public transportation facilities that provide safe and convenient access to and circulation within the TIF Area; and

WHEREAS, the TIF Ordinance authorizes the use of eminent domain to acquire properties within the TIF Area to meet the requirements of the Plan; and

WHEREAS, in furtherance of the Project and the Plan, the City requires the acquisition of the Parcels, which are located within the TIF Area; and

WHEREAS, the City desires to establish a schedule for expedited acquisition in order to achieve the objectives of the Plan and Project pursuant to quick-take procedures; and

WHEREAS, the General Assembly in 735 ILCS 30/25-7-103.12 has authorized the use of quick-take eminent domain proceedings by municipalities for the purposes set forth in Division 74.2 and 74.3 of Article 2 of the Illinois Municipal Code, said purposes being the redevelopment of commercial or business areas to eradicate and eliminate commercial blight for redevelopment purposes, and for the same purposes when established pursuant to home rule powers; and

WHEREAS, the City under its home rule power finds that it useful and necessary to use quick-take to acquire the Parcels for the same purposes as those set forth in Divisions 74.2 and 74.3 of the Illinois Municipal Code (65 ILCS 5/11-74.2 and 74.3); and

WHEREAS, pursuant to Resolution No. 13-CDC-19 adopted on June 11, 2013, the Commission authorized the Department of Transportation to acquire the Parcels in furtherance of the TIF Plan in the TIF Area without further Commission action; now, therefore,

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

Section 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance and are adopted as the findings of the City Council.

Section 2. It is hereby determined and declared that it is useful, desirable and necessary that the City acquire the Parcels for the public purpose of designing, constructing and operating the Project, which shall be under public ownership and control, and for purposes of implementing the objectives of the Plan.

Section 3. The Corporation Counsel of the City of Chicago ("Corporation Counsel") is authorized to negotiate with the owner(s) of the Parcels for the purchase of the Parcels.

Section 4. If the Corporation Counsel is able to agree with the owner(s) of the Parcels upon the price to be paid for such Parcels, or a portion thereof, the Corporation Counsel is authorized to purchase the Parcels, or a portion thereof, in the name of and on behalf of the City of Chicago for the agreed price, with such purchase price to be paid out of any legally available funds of the City, including, without limitation, proceeds of any grants or other funds received by the City. If the

Corporation Counsel is unable to agree with the owner(s) of the Parcels on the purchase price, or if an owner is incapable of consenting to the sale, or if an owner cannot be located, or cannot deliver fee simple title, then the Corporation Counsel may institute and prosecute condemnation proceedings, including "quick-take" proceedings, in the name of and on behalf of the City for the purpose of acquiring fee simple title or other property interest(s) in the Parcels, or a portion thereof, under the City's power of eminent domain.

Section 5. A schedule for the acquisition of the Parcels is hereby adopted as follows:

- A. Acquire fee simple title to all of the Parcels on or before December 31, 2013.
- B. Commence construction on or after January 1, 2014 (projected: Spring 2014).
- C. Complete construction for the Project before December 31, 2014.

Section 6. The Commissioner, or a designee of the Commissioner, is authorized to (1) execute such documentation as may be necessary to implement the provisions of this ordinance, (2) amend, modify, or change the schedule for the acquisition of the Parcels set forth in **Section 5**, and (3) determine whether the acquisition of the Parcels, or a portion thereof, or less than fee simple title is necessary to implement the Project, all subject to the approval of the Corporation Counsel.

Section 7. The Commissioner is further authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

Section 8. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the validity or enforceability of such provision shall not affect any of the other provisions of this ordinance.

Section 9. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 10. This ordinance shall be effective upon its passage and approval.

Exhibit A

Description of Parcels

Commonly known as: 301-309 S. Clinton Street, Chicago, IL 60661
(aka 501-531 W. Jackson Blvd., Chicago, IL)

P.I.N.(s): 17-16-120-008-8001, 17-16-120-008-8002, 17-16-120-008-8003, 17-16-120-009-0000

Parcel 1:

Lots 1 and 2 in Assessor's Division of Block 52 of School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

A parcel of land comprised of all of Lots 3 and 4, and also a part of Lots 5 and 6; all in Assessor's Division of Block 52 of School Section Addition to Chicago in Section 16, Township 39 North, range 14, east of the Third Principal Meridian, in Cook County, Illinois; said parcel of land being bounded and described as follows:

Beginning at a point on the east line of Block 52 (said east line being also the west line of South Canal Street), said point being 289.56 feet, as measured along said east line, north of the southeast corner of said Block 52, and running thence westwardly along a line perpendicular to said east line, a distance of 319.90 feet to an intersection with the west line of said Block 52; thence northwardly along said west line (said west line being also the east line of South Clinton Street), a distance of 60.30 feet to an intersection with the north line of Lot 4 in said Block 52; thence eastwardly along the north line of said Lot 4 and also along the north line of said Lot 3, a distance of 319.95 feet to an intersection with said east line of Block 52; thence southwardly along said east line, a distance of 58.15 feet to the point of beginning, in Cook County, Illinois.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing an acquisition of property in conjunction with a proposed intermodal facility at Union Station.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-5415

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Acquisition of property at 4808 W Wilson Ave and 4825 W Lawrence Ave for establishment of operational space for Department of Water Management
Committee(s) Assignment:	Committee on Housing and Real Estate

ORDINANCE

WHEREAS, The City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to the City's government and affairs; and

WHEREAS, the City Council of the City of Chicago finds that it is useful, necessary, and advantageous for the City to acquire certain real property located at approximately 4808 West Wilson and 4825 West Lawrence Avenue, Chicago, Illinois and assigned Permanent Index Numbers 13-16-207-002, -003, -005, -007, and -008, by the Cook County Assessor's Office subject to final title commitment and survey (the "Property"), for municipal purposes, public ownership, and control for the establishment of operational space for the Department of Water Management and other City operational purposes; and

WHEREAS, the Commissioner of the Department of Water Management and the Commissioner of the Department of Fleet and Facility Management (the "Departments") have also determined that the acquisition of the Property is useful, desirable, and necessary for the ownership and use thereof by the City;

WHEREAS, there is funding available for the acquisition of the Property; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council of the City of Chicago.

SECTION 2. It is hereby determined, declared, and found that it is useful, desirable, and necessary that the City acquire the Property for the public ownership and control for the municipal purpose of operational space for the Department of Water Management, other City operational purposes, or other lawful municipal purposes.

SECTION 3. The Corporation Counsel and the Departments are hereby authorized to negotiate, on behalf of the City, the acquisition of the Property with the Property owner(s) subject to approval of the purchase price by the City Council of the City of Chicago.

SECTION 4. In the event that the Corporation Counsel and the Departments are unable to negotiate or come to terms with the owners of the Property as to the purchase amount, other terms of the conveyance, or in the event the owners are unable to convey clear title to such Property, or interests therein, or if the owners cannot be found, then at the request of the Departments the Corporation Counsel is authorized to institute proceedings in eminent domain to acquire said Property, or interests therein, in accordance with the laws of the State of Illinois.

SECTION 5. The Corporation Counsel and the Departments are authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 6. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 7. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect upon its passage and approval.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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 an acquisition of property in the 4800 block of West Wilson and West Lawrence.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-5430

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment to Roosevelt-Racine Tax Increment Financing Plan
Committee(s) Assignment:	Committee on Finance

ORDINANCE

WHEREAS, under ordinances adopted on November 4, 1998, and published in the Journal of Proceedings of the City Council for such date at pages 80527 through 80642, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 - 74.4-1 et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Redevelopment Plan") for a portion of the City known as the "Roosevelt/Racine Redevelopment Project Area" (the "Redevelopment Project Area") (such ordinance being defined herein as the "Plan Ordinance"); (ii) designated the Redevelopment Project Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance") and, (iii) adopted tax increment financing for the Redevelopment Project Area (the "TIF Adoption Ordinance") (the Plan Ordinance, the Designation Ordinance and the TIF Adoption Ordinance are collectively referred to in this ordinance as the "TIF Ordinances"); and

WHEREAS, the Redevelopment Plan established the estimated dates of completion of the redevelopment project described in the Redevelopment Plan and of the retirement of obligations issued to finance redevelopment project costs to be not more than twenty-three (23) years from the date of the adoption of the Plan Ordinance, such ultimate retirement date occurring in the year 2021, and the Corporate Authorities made a finding in the Plan Ordinance that such dates were not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance in accordance with the provisions of Section 11-74.4-3(n)(3) of the Act in effect on the date of adoption of the TIF Ordinances; and

WHEREAS, Public Act 96-0773 (the "Amendatory Act"), which became effective August 28, 2009, amended the Act, among other things, to change Section 11-74.4-3.5 of the Act to provide that the date by which redevelopment projects in the Redevelopment Project Area must be completed and obligations issued to finance redevelopment project costs (including refunding bonds under Section 11-74.4-7 of the Act) must be retired to be no later than December 31 of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year after the year in which the ordinance approving the redevelopment project area was adopted; and

WHEREAS, the Corporate Authorities desire to amend the Redevelopment Plan to conform the Redevelopment Plan to Section 11-74.4-3.5 of the Act, as amended by the Amendatory Act, in accordance with the procedures set forth in amended Section 11-74.4-3(n)(3); and

WHEREAS, the Corporate Authorities further have determined that an amendment to the Redevelopment Plan, entitled "Roosevelt/Racine Tax Increment Financing Redevelopment Project and Plan Amendment No. 2," a copy of which is attached hereto as Exhibit A ("Plan Amendment No. 2") is necessary to increase the total estimated redevelopment project costs, to extend the life of the Redevelopment Project Area, identify current properties for acquisition, and to make other minor changes to update the Redevelopment Plan to reflect the City's current policies; and

WHEREAS, a Public Meeting was held in compliance with the requirements of Section 5/11-74.4-6(e) of the Act on February 25, 2013 at 6:00 p.m. at Saint Ignatius College Prep, Tully Hall, 1076 West Roosevelt Road, Chicago, Illinois; and

WHEREAS, Plan Amendment No. 2 was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act since March 1, 2013, being a date not less than 10 days before the meeting of the Community Development Commission of the City ("Commission") at which the Commission adopted Resolution 13-CDC-8 on March 12, 2013 fixing the time and place for a public hearing ("Hearing"), at the offices of the City Clerk and the City's Department of Housing and Economic Development; and

WHEREAS, pursuant to Section 5/11-74.4-5(a) of the Act, notice of the availability of Plan Amendment No. 2 was sent by mail on March 19, 2013, which is within a reasonable time after the adoption by the Commission of Resolution 13-CDC-8 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located within 750 feet of the boundaries of the Area (or, if applicable, were determined to be the 750 residential addresses that were closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

WHEREAS, due notice of the Hearing was given pursuant to Section 5/11-74.4-6 of the Act, said notice being given to (i) all taxing districts having property within the Area and to the Department of Commerce and Economic Opportunity of the State of Illinois by certified mail on March 18, 2013, and (ii) to taxpayers within the Area by publication in the Chicago Sun-Times on April 16, 2013 and April 23, 2013, and by certified mail on April 16, 2013; and

WHEREAS, a meeting of the joint review board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on April 5, 2013 at 10:00 a.m., to review the matters properly coming before the Board and to allow it to provide its advisory recommendation regarding the approval of Plan Amendment No. 2 and other matters, if any, properly before it; and

WHEREAS, pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Commission held the Hearing concerning approval of Plan Amendment No. 2 on May 14, 2013; and

WHEREAS, the Commission has forwarded to the City Council a copy of its Resolution 13-CDC-12 attached hereto as Exhibit B, adopted on May 14, 2013, recommending to the City Council approval of Plan Amendment No. 2, among other related matters; and

WHEREAS, the Corporate Authorities have reviewed Plan Amendment No. 2, testimony from the Public Meeting and the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; now, therefore,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. Approval of Amendment to Redevelopment Plan. Plan Amendment No. 2 is hereby approved. Except as amended hereby, the Redevelopment Plan shall remain in full force and effect.

SECTION 3. Finding. The Corporate Authorities hereby find that the estimated dates of completion of the redevelopment project described in the Redevelopment Plan and of the retirement of obligations issued to finance redevelopment project costs set forth in the Redevelopment Plan, as amended by Plan Amendment No. 2, conform to the provisions of Section 11-74.4-3.5 of the Act, as amended by the Amendatory Act.

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

SECTION 5. Superseder. All ordinances (including, without limitation, the TIF Ordinances), resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflicts.

SECTION 6. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval.

EXHIBIT A

Plan Amendment No. 2

**Roosevelt/Racine Tax Increment Financing
Redevelopment Project and Plan
Amendment No. 2**

City of Chicago, Illinois

**City of Chicago
Rahm Emanuel, Mayor**

2013 MAR -1 PM 3:16
JF

**November 4, 1998
Amendment No. 1, December 8, 2004
Amendment No. 2, March 1, 2013**

**Department of Housing and Economic Development
Andrew J. Mooney, Commissioner**

**Prepared by:
Laube Consulting Group
200 S. Wacker Dr., Suite 3100
Chicago, Illinois 60606
(312) 674-4537**

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EXECUTIVE SUMMARY

The Illinois General Assembly passed the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et. seq.*) (the "Act") to address the growing number of blighted areas in many Illinois municipalities. The blighting of communities impairs the value of private investment and threatens the growth of the community's tax base. The Act declares that in order to promote the public health, safety, morals, and welfare, blighting conditions must be eliminated.

Therefore, to induce redevelopment pursuant to the Act, the City Council adopted three ordinances on November 4, 1998 approving the Roosevelt/Racine Tax Increment Financing Redevelopment Project and Plan (the "Original Plan"), designating the Roosevelt/Racine Redevelopment Project Area (the "Project Area") as a "redevelopment project area", and adopting Tax Increment Allocation Financing for the Project Area. On December 8, 2004, the City Council adopted Amendment No. 1 to Roosevelt/Racine Tax Increment Financing Redevelopment Project and Plan ("Amendment No. 1"; the Original Plan, as amended by Amendment No. 1, the "Redevelopment Plan").

Additionally, on August 28, 2009 and in furtherance of these goals, Public Act 96-0773 became law giving the City authorization to extend the life of the Project Area.

The Redevelopment Plan is being amended to extend the life of the Project Area, amend the eligible cost budget, bring the Redevelopment Plan up to current City ordinance and policy standards, and identify current properties for acquisition. The amendments to the Redevelopment Plan are outlined below and follow the format of the Redevelopment Plan.

The City certifies that no housing impact study is required because there is no intent or plan to relocate ten or more inhabited units as of the date of this Amendment No. 2.

I. INTRODUCTION

No changes.

II. LEGAL DESCRIPTION AND PROJECT BOUNDARY

No changes.

III. ELIGIBILITY CONDITIONS

No changes.

IV. REDEVELOPMENT GOALS AND OBJECTIVES

No changes.

V. REDEVELOPMENT PROJECT

Section V is amended by inserting the following text after the last paragraph immediately prior to Subsection A:

The preparation of Amendment No. 2 has included a review of Phase II and III of CHA's ABLA redevelopment plans. All the goals, as set forth in the Redevelopment Plan, are still applicable to all future plans. The preparation of the Redevelopment Plan included a review of the CHA's 1997 Hope VI Revitalization Application dated December 6, 1997, the CHA's Hope VI Application for a Revitalization Plan ABLA Homes (Brooks Extension – Target Development) and the City of Chicago Department of Urban Renewal's 1966 Roosevelt/Halsted Proposals for Renewal, as well as numerous physical needs and modernization cost estimate reports prepared for the use of CHA planners.

A. Overall Redevelopment Concept – *No Changes*

B. Development and Design Objectives – *No Changes*

C. Generalized Land Use Plan – *Subsection C is amended by deleting the last sentence of the first paragraph and replacing it with the following text:*

The types of land uses as shown in Figure 2 (residential, commercial, institutional, parking, mixed-use) are consistent with the overall planning efforts of the City as of the date of Amendment No. 2 to this Redevelopment Plan and may be modified from time to time with the appropriate approvals from the City. As long as any proposed land use is consistent with the intent and approval of the City, as may change from time to time, the City may enter into a Redevelopment Agreement that contemplates TIF Assistance without another amendment to this Redevelopment Plan.

Subsection C is further amended by deleting the fourth paragraph and replacing it with the following text:

As part of the Amendments to this Redevelopment Plan, the City intends to acquire or assist with the acquisition of the parcels contained in the amended Figure 4, Acquisition Plan, to this Redevelopment Plan.

Subsection C is further amended by deleting the fifth paragraph and replacing it with the following text:

The General Land Use Plan designates seven (7) land use categories with the Project Area as described below.

The following land use categories are amended as follows:

The last sentence of the second bullet is deleted.

The third bullet is deleted and replaced with the following text:

- *Mixed Use – Residential/Commercial* - Includes areas where a range of uses may be appropriate and will depend upon the type of redevelopment activities that occur in surrounding areas. Possible uses in this category include: Residential and/or Commercial.
- *Mixed Use – Residential/Commercial/Institutional* - Includes areas where a range of uses may be appropriate and will depend upon the type of redevelopment activities that occur in surrounding areas. Possible uses in this category include: Residential, Commercial and/or Institutional

The fourth bullet is deleted and replaced with the following text:

- *Institutional* – Areas including but are not limited to, educational facilities, social, emergency response or public safety, religious institutions, community centers, museums and parks.

D. Planning Sub-Areas – No Changes

E. Redevelopment Improvements and Activities – *Subsection E is amended by deleting the last paragraph immediately prior to Subsection E.1 and replacing it with the following text:*

The City requires that developers who receive Tax Increment Financing assistance for market rate housing set aside 20 percent of the units to meet affordability criteria established by the City's Department of Community Development or any successor agency. Generally, this means the affordable for-sale units should be priced at a level that is affordable to persons earning no more than 100 percent of the area median income, and affordable rental units should be affordable to persons earning no more than 60 percent of the area median income. Specific requirements of each development shall be set forth in each respective redevelopment agreement.

The City may enter into redevelopment agreements or intergovernmental agreements with private entities or public entities to construct, rehabilitate, renovate or restore private or public improvements on one or several parcels.

1. Property Assembly – *Subsection E.1 is deleted and replaced by the following text:*

To meet the goals and objectives of this Plan, the City may acquire and assemble property throughout the Project Area. Land assemblage by the City may be by purchase, exchange, donation, lease, eminent domain, through the Tax Reactivation Program or other programs and may be for the purpose of (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and development.

Amended Figure 4, the Acquisition Map, indicates the parcels currently proposed to be acquired for redevelopment in the Project Area. Exhibit V contains the land acquisition by block and parcel identification number ("PIN") which portrays the acquisition properties in more detail.

In connection with the City exercising its power to acquire real property not currently identified on Amended Figure 4, the Acquisition Map, including the exercise of the power of eminent domain, under the Act in implementing the Redevelopment Plan, the City will follow its customary procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of this Plan.

For properties described on Exhibit V as amended: (1) the acquisition of occupied properties by the City shall commence within four years from the date of the publication of the ordinance approving the amendments to the Redevelopment Plan; (2) the acquisition of vacant properties by the City shall commence within ten years from the date of publication of the ordinance authorizing the acquisition. In either case, acquisition shall be deemed to have commenced with the sending of an offer letter. After the expiration of the applicable period, the City may acquire such property pursuant to these amendments under the Act according to its customary procedures as described in preceding paragraph.

2. Relocation – *Subsection E.2 is deleted and replaced by the following text:*

Relocation assistance may be provided in order to facilitate redevelopment of portions of the Project Area, and to meet the other City objectives. Businesses or households legally occupying properties to be acquired by the City may be provided with relocation advisory and financial assistance as determined by the City.

F. Redevelopment Project Costs – *Subsection F is deleted and replaced by the following text:*

The various redevelopment expenditures that are eligible for payment or reimbursement under the Act are reviewed below. Following this review is a list of estimated redevelopment project costs that are deemed to be necessary to implement this Redevelopment Plan (the "Redevelopment Project Costs").

In the event the Act is amended after the date of the approval of this Redevelopment Plan by the City Council of Chicago to (a) include new eligible redevelopment project costs, or (b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for

example, by increasing the amount of incurred interest costs that may be paid under 65 ILCS 5/11-74.4-3(q)(11)), this Redevelopment Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as Redevelopment Project Costs under the Redevelopment Plan, to the extent permitted by the Act. In the event of such amendment(s) to the Act, the City may add any new eligible redevelopment project costs as a line item in Exhibit I or otherwise adjust the line items in Exhibit I without amendment to this Redevelopment Plan, to the extent permitted by the Act. In no instance, however, shall such additions or adjustments result in any increase in the total Redevelopment Project Costs without a further amendment to this Redevelopment Plan.

1. Eligible Redevelopment Costs

Redevelopment project costs include the sum total of all reasonable or necessary costs incurred, estimated to be incurred, or incidental to this Redevelopment Plan pursuant to the Act. Such costs may include, without limitation, the following:

- a) Costs of studies, surveys, development of plans and specifications, implementation and administration of the Redevelopment Plan including but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected;
- b) The costs of marketing sites within the Project Area to prospective businesses, developers and investors;
- c) Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
- d) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;
- e) Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification subject to the limitations in Section 11-74.4-3(q)(4) of the Act;
- f) Costs of job training and retraining projects including the cost of welfare to work programs implemented by businesses located within the Project Area;
- g) Financing costs including, but not limited to, all necessary and incidental expenses

related to the issuance of obligations and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months following completion and including reasonable reserves related thereto;

- h) To the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.
- i) An elementary, secondary, or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided in the Act;
- j) Relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law or by Section 74.4-3(n)(7) of the Act (see "Relocation" section);
- k) Payment in lieu of taxes, as defined in the Act;
- l) Costs of job training, retraining, advanced vocational education or career education, including but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs; (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the Project Area; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40, and 3-40.1 of the Public Community College Act, 110 ILCS 805/3-37, 805/3-38, 805/3-40 and 805/3-40.1, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code, 105 ILCS 5/10-22.20a and 5/10-23.3a;
- m) Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - 1. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
 - 2. such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the development project during that year;

3. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 4. the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total (i) cost paid or incurred by the redeveloper for such redevelopment project; (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act; and
 5. up to 75 percent of the interest cost incurred by a redeveloper for the financing of rehabilitated or new housing for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.
- n) Instead of the eligible costs provided for in (m) 2, 4 and 5 above, the City may pay up to 50 percent of the cost of construction, renovation and/or rehabilitation of all low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act;
- o) The costs of daycare services for children of employees from low-income families working for businesses located within the Project Area and all or a portion of the cost of operation of day care centers established by Project Area businesses to serve employees from low-income families working in businesses located in the Project Area. For the purposes of this paragraph, 'low-income families' means families whose annual income does not exceed 80 percent of the City, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development.
- p) Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost;
- q) If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01 et seq., then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the Project Area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

2. Estimated Redevelopment Project Costs

To eliminate the blighting factors present in the Project Area and to meet the redevelopment objectives, the City plans to make and/or induce a number of improvements in the Project Area. Exhibit I below identifies the eligible Redevelopment Project Costs under the Act that the City may fund to implement the Redevelopment Plan over the Project Area's term. The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December

31, 2034, the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year following the year in which the ordinance approving the Project Area was adopted.

Redevelopment projects in the Project Area would not reasonably be anticipated to be developed without the adoption of the Redevelopment Plan.

G. Sources of Funds to Pay Redevelopment Project Costs – Subsection G is deleted and replaced by the following text:

Funds necessary to pay for Redevelopment Project Costs and secure municipal obligations issued for such costs are to be derived primarily from Incremental Property Taxes. Other sources of funds which may be used to pay for Redevelopment Project Costs or secure municipal obligations are land disposition proceeds, state and federal grants, investment income, private financing and other legally permissible funds the City may deem appropriate. The City may incur Redevelopment Project Costs which are paid for from funds of the City other than incremental taxes, and the City may then be reimbursed from such costs from incremental taxes. Also, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers. Additionally, the City may utilize revenues, other than State sales tax increment revenues, received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the revenues are received.

The Project Area may be contiguous to or separated by only a public right-of-way from other redevelopment project areas created under the Act. The City may utilize net incremental property taxes received from the Project Area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas or project areas separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area, made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in this Redevelopment Plan.

The Project Area may become contiguous to, or be separated only by a public right-of-way from, redevelopment project areas created under the Industrial Jobs Recovery Law (65 ILCS 5/11-74.6-1, *et seq.*). If the City finds that the goals, objectives and financial success of such contiguous redevelopment project areas or those separated only by a public right-of-way are interdependent with those of the Project Area, the City may determine that it is in the best interests of the City and the furtherance of the purposes of the Redevelopment Plan that net revenues from the Project Area be made available to support any such redevelopment project areas, and vice versa. The City therefore proposes to utilize net incremental revenues received from the Project Area to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas and vice versa. Such revenues may be transferred or loaned between the Area and such areas. The amount of revenue from the Project Area so made available, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area or other areas as described in Exhibit I, shall not at any time exceed the total Redevelopment Project Costs described in this Redevelopment Plan.

City of Chicago
Roosevelt/Racine TIF Redevelopment Project and Plan Amendment No. 2

H. Issuance of Obligations – *Subsection H is deleted and replaced by the following text:*

The City may issue obligations secured by Incremental Property Taxes pursuant to Section 11-74.4-7 of the Act. To enhance the security of a municipal obligation, the City may pledge its full faith and credit through the issuance of general obligations bonds. Additionally, the City may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31, 2034, the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year following the year in which the ordinance approving the Project Area is adopted.

Also, the final maturity date of any such obligations which are issued may not be later than 20 years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. Obligations may be issued on a parity or subordinated basis.

In addition to paying Redevelopment Project Costs, Incremental Property Taxes may be used for the scheduled retirement of obligations, mandatory or optional redemptions, establishment of debt service reserves and bond sinking funds. To the extent that Incremental Property Taxes are not needed for these purposes, and are not otherwise required, pledged, earmarked or otherwise designated for the payment of Redevelopment Project Costs, any excess Incremental Property Taxes shall then become available for distribution annually to taxing districts having jurisdiction over the Project Area in the manner provided by the Act.

I. Valuation of the Project Area – *Subsection I is deleted and replaced by the following text:*

1. Certified Base EAV

The County Clerk has certified the Base EAV of the Project Area to be \$6,992,428. Please see Amended Exhibit II in the Appendix.

2. Anticipated EAV

Based upon the extension of this Project Area, numerous blighting factors will be eliminated and growth and development of the Project Area will occur in accordance with the Redevelopment Agreement(s) between the City and businesses in the Project Area and other interested parties. It is estimated that the total EAV of the real property following completion of all phases of the redevelopment project in the Project Area will be approximately \$118.4 million.

VI. LACK OF GROWTH AND DEVELOPMENT THROUGH INVESTMENT BY PRIVATE ENTERPRISE

Section VI is amended by inserting the following paragraph at the end of the Section:

The Illinois Legislature, via Public Act 96-0773 effective August 28, 2009, has affirmed these original findings by authorizing that the Project Area be extended to a maximum life of 35-years so that the blighting factors can continue to be eliminated and create a continued environment for the transformation of a blighted area into new commercial, market rate residential and affordable housing opportunities for the general area.

VII. FINANCIAL IMPACT

Section VII is amended by inserting the following paragraph at the end of the Section:

The Act requires an assessment of any financial impact of the Project Area on, or any increased demand for services from, any taxing district affected by the Redevelopment Plan and a description of any program to address such financial impacts or increased demand. The City intends to monitor development in the Project Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

VIII. DEMAND ON TAXING DISTRICT SERVICES

Section VIII is amended by inserting the following paragraph at the end of the Section:

After the term of the Project Area, the taxing districts will receive the benefits of an increased property tax base.

IX. CONFORMITY OF THE REDEVELOPMENT PLAN FOR THE PROJECT AREA TO LAND USES APPROVED BY THE PLANNING COMMISSION OF THE CITY

Section IX is deleted and replaced by the following text:

This Redevelopment Plan and Project include land uses which will be approved by the Chicago Plan Commission prior to the adoption of the Redevelopment Plan and Project.

Therefore, the overall proposed land use is consistent with the intent and direction set forth by comprehensive and strategic planning efforts.

X. PHASING AND SCHEDULING

Section X is amended by deleting the last sentence of the Section and replacing it with the following text:

The estimated date for completion of redevelopment projects in the Project Area is no later than December 31, 2034, the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year following the year in which the ordinance approving the Project Area was adopted.

XI. PROVISIONS FOR AMENDING THIS REDEVELOPMENT PLAN

No changes.

XII. COMMITMENT TO FAIR EMPLOYMENT PRACTICES, AFFIRMATIVE ACTION PLAN AND PREVAILING WAGE AGREEMENT

Section XII is deleted and replaced by the following text:

The City is committed to and will affirmatively implement the following principles with respect to this Redevelopment Plan:

- A) The assurance of equal opportunity in all personnel and employment actions, with respect to the Redevelopment Plan, including, but not limited to hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, or housing status.
- B) Redevelopers must meet the City's standards for participation of 24 percent Minority Business Enterprises and 4 percent Woman Business Enterprises and the City Resident Construction Worker Employment Requirement as required in redevelopment agreements.
- C) This commitment to affirmative action and nondiscrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.
- D) Redevelopers will meet City standards for any applicable prevailing wage rate as ascertained by the Illinois Department of Labor to all project employees.

The City shall have the right in its sole discretion to exempt certain small businesses, residential property owners and developers from the above.

FIGURES & EXHIBITS

Figure 1: Project Area Boundary Map – No Change

Figure 2: Proposed Land Use Plan – To be deleted and replaced with Amended Figure 2 – Proposed Land Use Plan

Figure 3: Planning Subareas – No Change

Figure 4: Acquisition Plan: To be deleted and replaced with Amended Figure 4 – Acquisition Plan

Exhibit I: Estimated Redevelopment Project Costs - To be deleted and replaced by Amended Exhibit I – Estimated Redevelopment Project Costs

Exhibit II: 1997 Estimated Equalized Assessed Valuation by Tax Parcel – To be deleted and replaced with the actual Certified Equalized Assessed Valuation by Tax Parcel by the Cook County Clerk. Please see amended Exhibit II.

Exhibit III: Roosevelt/Racine Project Area Tax Increment Financing Eligibility Study – No Change

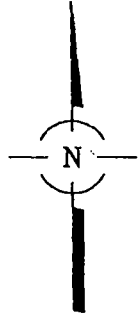
Exhibit IV: Roosevelt/Racine Project Area Legal Description - No change

Exhibit V: Parcels to be Acquired – To be deleted and replaced by Amended Exhibit V – Parcels to be Acquired

APPENDIX

Amended Figure 2 – Proposed Land Use Plan

FIGURE 2 PROPOSED LAND USE PLAN



SCALE: 1" = 600'

	RESIDENTIAL
	COMMERCIAL
	INSTITUTIONAL
	OPEN SPACE
	MIXED USE - RESIDENTIAL/COMMERCIAL
	MIXED USE - RESIDENTIAL/ COMMERCIAL/INSTITUTIONAL
	R.O.W. REINTRODUCTION

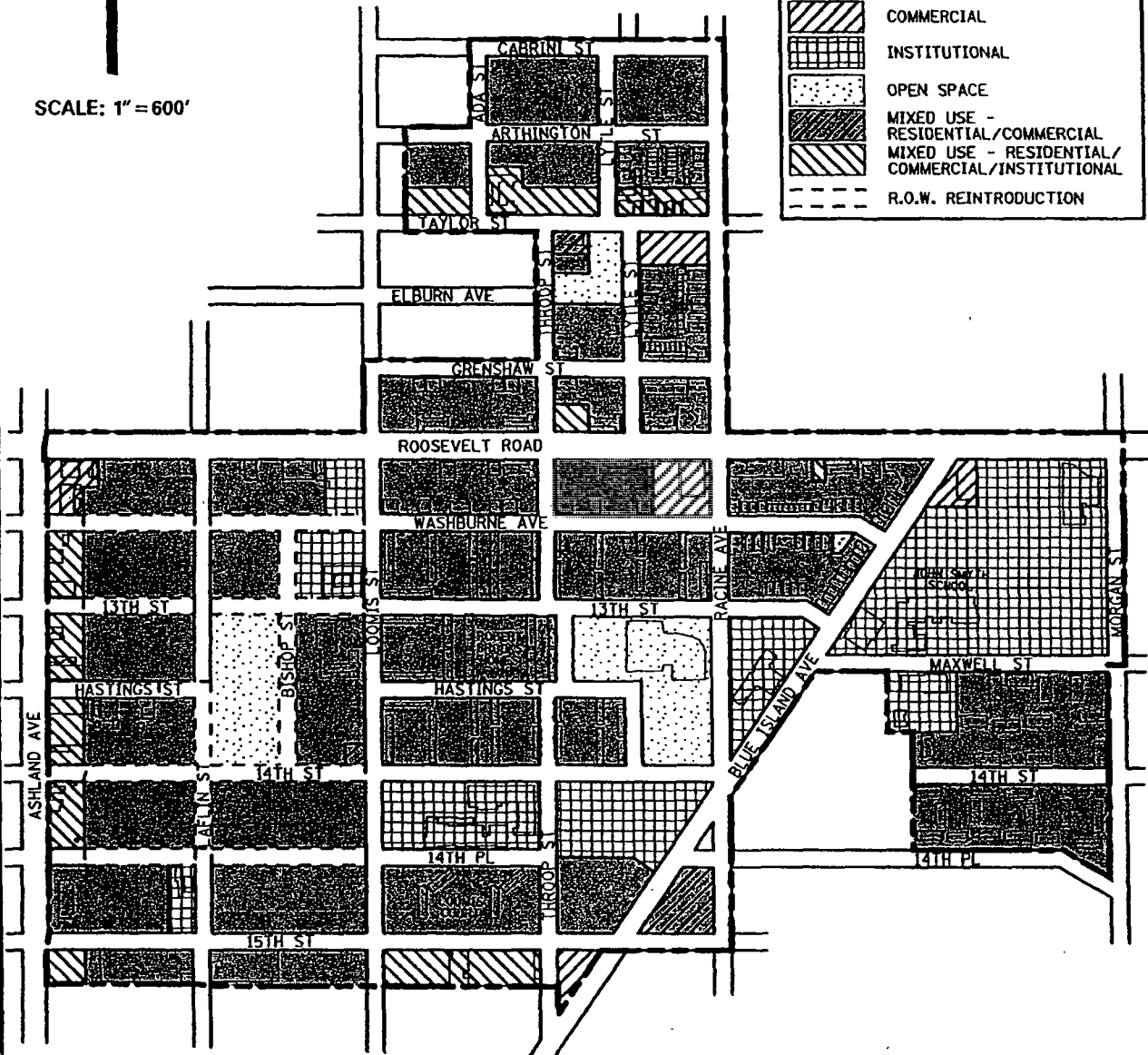


Figure 2
Proposed Land-Use Plan

Roosevelt\ Racine Amendment

Chicago, Illinois

Tax Increment Financing Redevelopment Project Area

Prepared By: SPACECO, Inc.
Date: 02/25/2013

Amended Figure 4 – Acquisition Plan

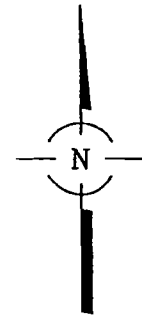
FIGURE 4 ACQUISITION PLAN

ACQUISITION PARCEL PINS

17-20-100-008	17-20-112-006
17-20-100-009	17-20-112-009
17-20-101-002	17-20-112-010
17-20-101-003	17-20-112-011
17-20-101-006	17-20-112-013
17-20-101-007	17-20-112-039
17-20-101-008	17-20-112-040
17-20-101-009	17-20-116-003
17-20-104-003	17-20-116-009
17-20-104-004	17-20-116-010
17-20-108-002	17-20-116-011



ACQUISITION PARCELS



SCALE: 1" = 600'

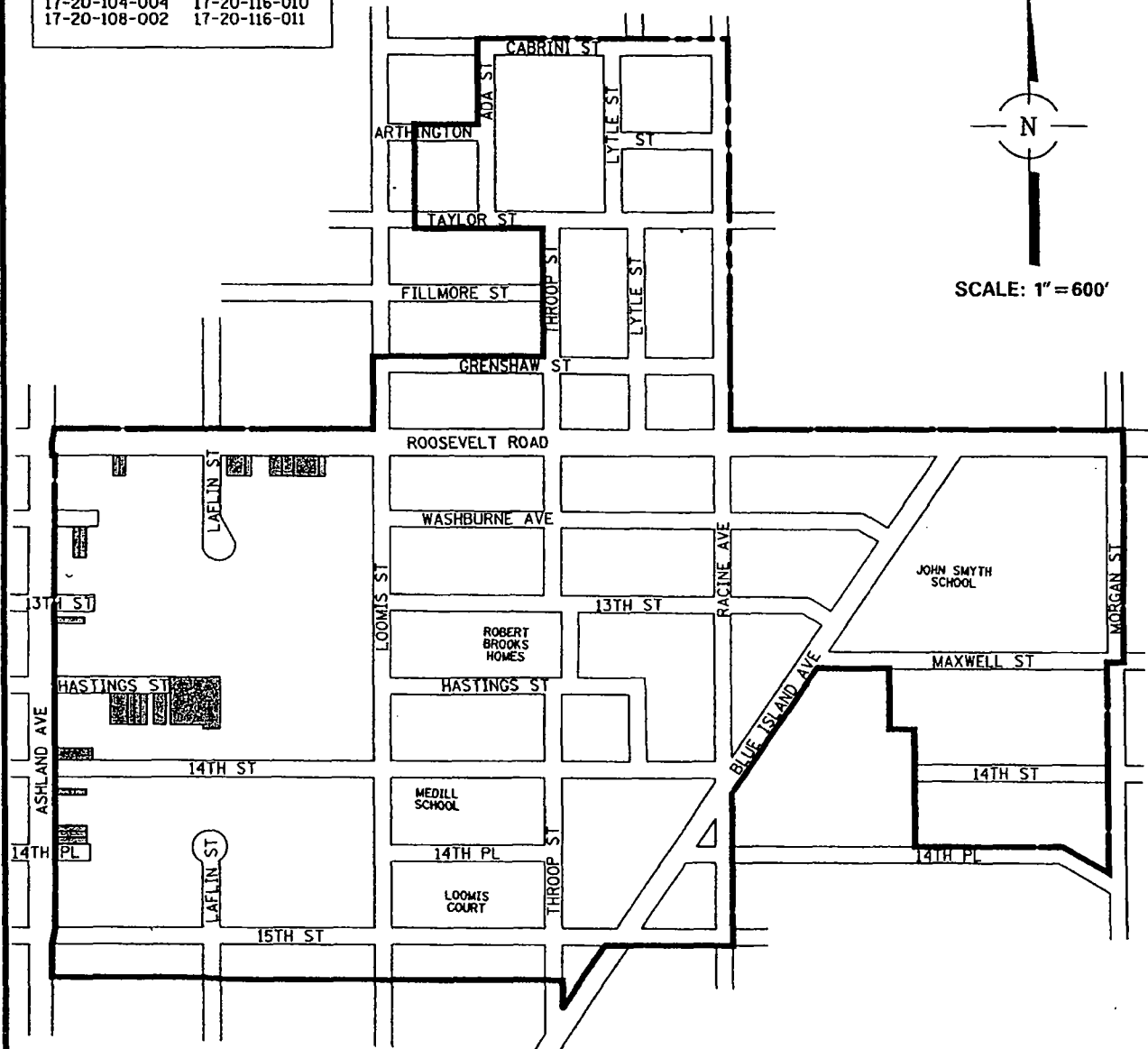


Figure 4
Acquisition Plan

Roosevelt\ Racine Amendment

Chicago, Illinois

Tax Increment Financing Redevelopment Project Area

Prepared By: SPACECO, Inc.
Date: 02/25/2013

City of Chicago
Roosevelt/Racine TIF Redevelopment Project and Plan Amendment No. 2

Estimated Redevelopment Project Cost from Amendment No. 1 (included merely as a reference and is being deleted and replaced by the exhibit on the following page totaling \$99,500,000)

Eligible Activities:

1. Professional Services	\$1,000,000
2. Property Assembly including Acquisition, Site Preparation and Demolition, Environmental Remediation	\$7,500,000
3. Rehabilitation Costs	\$1,000,000
4. Eligible Construction Costs (Affordable Housing)	\$11,000,000
5. Relocation Costs	\$2,000,000
6. Public Works or Improvements	\$18,000,000
7. Job Training, Retraining and Welfare to Work Costs	\$4,500,000
8. Interest Costs	\$1,000,000
9. Child Day Care Costs	\$1,000,000
Total Eligible Redevelopment Project Costs	\$47,000,000

City of Chicago
Roosevelt/Racine TIF Redevelopment Project and Plan Amendment No. 2

Amended Exhibit I - Estimated Redevelopment Project Costs (replaces the exhibit from Amendment No. 1 that is shown on the previous page)

Redevelopment Project Area

Eligible Activities:

1. Analysis, Administration, Studies, Surveys, Legal, Marketing, etc.	\$500,000
2. Property Assembly including Acquisition, Site Prep and Demolition, Environmental Remediation	\$30,000,000
3. Rehabilitation of Existing Buildings, Fixtures and Leasehold Improvements, Affordable Housing Construction and Rehabilitation Costs	\$40,000,000
4. Public Works & Improvements, including streets and utilities, parks and open space, public facilities (schools & other public facilities) (Note 1 below)	\$24,000,000
5. Job Training, Retraining, Welfare-to-Work	\$500,000
6. Financing costs	\$1,000,000
7. Day Care Services	\$500,000
8. Relocation costs	\$1,000,000
9. Interest subsidy	\$2,000,000
<i>Total Eligible Redevelopment Project Costs (Notes 2-5 below)</i>	<i>\$99,500,000</i>

Notes for Exhibit of Redevelopment Project Costs

- (1) This category may also include paying for or reimbursing: (i) an elementary, secondary or unit school district's increased costs attributed to assisted housing units, and (ii) capital costs of taxing districts impacted by the redevelopment of the Area. As permitted by the Act, to the extent the City by written agreement accepts and approves the same, the City may pay, or reimburse all, or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Plan.
- (2) Total Redevelopment Project Costs represent an upper limit on expenditures that are to be funded using tax increment revenues and exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These additional financing costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs. Adjustments to the estimated line item costs in Exhibit I are anticipated, and may be made by the City without further amendment to this Plan to the extent permitted by the Act. Each individual project cost will be re-evaluated in light of the projected private development and resulting incremental tax revenues as it is considered for public financing under the provisions of the Act. The totals of the line items set forth above are not intended to place a limit on the described expenditures. Adjustments may be made in line items within the total, either increasing or decreasing line item costs as a result of changed redevelopment costs and needs.
- (3) The amount of the Total Redevelopment Costs that can be incurred in the Project Area will be reduced by the amount of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated from the Project Area only by a public right-of-way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the Project Area, but will not be reduced by the amount of redevelopment project costs incurred in the Project Area which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated from the Project Area only by a public right-of-way.
- (4) All costs are shown in 2012 dollars and may be increased by five percent (5%) after adjusting for inflation reflected in the Consumer Price Index ("CPI") for All Urban Consumers for All Items for the Chicago-Gary-Kenosha, IL-IN-WI CMSA, published by the U.S. Department of Labor or a similar index acceptable to the City.
- (5) Additional funding from other sources such as federal, state, county, or local grant funds may be utilized to supplement the City's ability to finance Redevelopment Project Costs identified above.

Amended Exhibit II – Certified Base Equalized Assessed Value by Tax Parcel

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF INITIAL EQUALIZED ASSESSED VALUATION

I, DAVID D. ORR, do hereby certify that I am the duly qualified and acting Clerk of the County of Cook in the State of Illinois. As such Clerk and pursuant to Section 11-74.4-9 of the Real Property Tax Increment Allocation Redevelopment Act (Illinois Revised Statutes, Chap. 24) I do further:

CERTIFY THAT on December 29, 1998 the Office of the Cook County Clerk received certified copies of the following Ordinances adopted by the City of Chicago, Cook County, Illinois on November 4, 1998:

1. "Approving and Adopting a Redevelopment Plan and Project for the Roosevelt/Racine Redevelopment Project Area";
2. "Designating the Roosevelt/Racine Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and
3. "Adopting Tax Increment Allocation Financing for the Roosevelt/Racine Redevelopment Tax Increment Financing Project".

CERTIFY THAT the area constituting the Tax Increment Redevelopment Project Area subject to Tax Increment Financing in the City of Chicago, Cook County, Illinois, is legally described in said Ordinances.

CERTIFY THAT the initial equalized assessed value of each lot, block, and parcel of real property within the said City of Chicago Project Area as of November 4, 1998 is as set forth in the document attached hereto and made a part hereof as Exhibit "A";

CERTIFY THAT the total initial equalized assessed value of all taxable real property situated within the said City of Chicago Tax Increment Redevelopment Project Area is:

TAX CODE AREA 77023	\$ 5,920,328
TAX CODE AREA 77040	\$ 1,072,100

for a total of

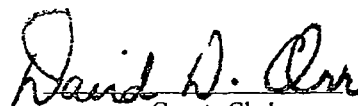
SIX MILLION, NINE HUNDRED NINETY-TWO
THOUSAND, FOUR HUNDRED TWENTY-EIGHT
DOLLARS AND NO CENTS

(\$ 6,992,428)

such total initial equalized assessed value as of November 4, 1998, having been computed and ascertained from the official records on file in my office and as set forth in Exhibit "A".

IN WITNESS WHEREOF, I have hereunto affixed my signature and the corporate seal of COOK COUNTY this 28th day of April 2010.

(SEAL)


County Clerk

DATE 04/28/2010 AGENCY: 03-0210-591 TIF CITY OF CHICAGO-ROOSEVELT RD/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-17-320-001-0000	0
17-17-320-002-0000	0
17-17-321-001-0000	0
17-17-322-009-0000	0
17-17-323-002-0000	0
17-17-323-006-0000	0
17-17-323-008-0000	0
17-17-323-017-0000	0
17-17-323-018-0000	0
17-17-323-019-0000	0
17-17-323-020-0000	0
17-17-323-021-0000	0
17-17-323-022-0000	0
17-17-323-023-0000	0
17-17-323-024-0000	0
17-17-323-025-0000	0
17-17-323-026-0000	0
17-17-323-027-0000	0
17-17-323-028-0000	0
17-17-323-029-0000	0
17-17-323-030-0000	0
17-17-323-031-0000	0
17-17-323-032-0000	0
17-17-323-033-4000	0
17-17-323-033-4001	0
17-17-323-033-4002	0
17-17-323-033-4003	0

DATE 04/28/2010 AGENCY: 03-0210-591 TIF CITY OF CHICAGO-ROOSEVELT RD/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-17-323-033-4004	0
17-17-323-033-4005	0
17-17-323-033-4006	0
17-17-323-034-4000	0
17-17-323-034-4001	0
17-17-323-034-4002	0
17-17-323-034-4003	0
17-17-323-034-4004	0
17-17-323-034-4005	0
17-17-323-034-4006	0
17-17-323-035-4000	0
17-17-323-035-4001	0
17-17-323-035-4002	0
17-17-323-035-4003	0
17-17-323-035-4004	0
17-17-323-035-4005	0
17-17-323-035-4006	0
17-17-323-036-4000	0
17-17-323-036-4001	0
17-17-323-036-4002	0
17-17-323-036-4003	0
17-17-323-037-0000	0
17-17-323-038-0000	0
17-17-323-039-0000	0
17-17-323-040-0000	0
17-17-323-041-0000	0
17-17-323-042-0000	0

DATE 04/28/2010 AGENCY: 03-0210-591 TIF CITY OF CHICAGO-ROOSEVELT RD/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-17-323-043-0000	0
17-17-323-044-0000	0
17-17-323-045-0000	0
17-17-323-046-0000	0
17-17-323-047-0000	0
17-17-323-048-4000	0
17-17-323-048-4001	0
17-17-323-048-4002	0
17-17-323-048-4003	0
17-17-332-006-0000	0
17-17-332-007-0000	0
17-17-332-008-0000	0
17-17-332-009-0000	0
17-17-332-010-0000	0
17-17-332-011-0000	0
17-17-332-012-0000	0
17-17-332-013-0000	0
17-17-332-014-0000	0
17-17-332-015-0000	0
17-17-332-016-0000	0
17-17-332-017-0000	0
17-17-332-018-0000	0
17-17-332-019-0000	0
17-17-332-020-0000	0
17-17-332-021-0000	0
17-17-332-022-0000	0
17-17-332-023-0000	0

DATE 04/28/2010 AGENCY: 03-0210-591 TIF CITY OF CHICAGO-ROOSEVELT RD/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-17-332-024-0000	0
17-17-333-007-0000	0
17-17-333-008-0000	0
17-17-333-009-0000	0
17-17-333-010-0000	0
17-17-333-011-0000	0
17-17-333-012-0000	0
17-17-333-013-0000	0
17-17-333-014-0000	0
17-17-333-015-0000	0
17-17-333-016-0000	0
17-17-333-017-0000	0
17-17-333-018-0000	0
17-17-333-019-0000	0
17-17-333-020-0000	0
17-17-333-021-0000	0
17-17-333-022-0000	0
17-17-333-023-0000	0
17-17-333-024-0000	0
17-17-333-025-0000	0
17-17-333-026-0000	0
17-17-333-027-0000	0
17-17-333-028-0000	0
17-17-333-029-0000	0
17-17-333-030-0000	0
17-17-333-031-0000	0
17-17-333-032-0000	0

DATE 04/28/2010 AGENCY: 03-0210-591 TIF CITY OF CHICAGO-ROOSEVELT RD/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-17-333-033-0000	0
17-17-333-034-0000	0
17-17-333-035-0000	0
17-17-333-036-0000	0
17-17-333-037-0000	0
17-17-333-038-0000	0
17-17-333-039-0000	0
17-17-333-040-0000	0
17-17-333-041-0000	0
17-17-333-042-0000	0
17-17-333-043-0000	0
17-17-333-044-0000	0
17-17-333-045-0000	0
17-17-333-046-0000	0
17-17-334-006-0000	0
17-17-334-009-0000	0
17-17-334-014-0000	0
17-17-334-015-0000	0
17-17-334-021-0000	0
17-17-334-023-0000	0
17-17-334-024-0000	0
17-17-334-025-0000	0
17-17-334-026-0000	0
17-17-334-027-0000	0
17-17-334-028-0000	0
17-17-334-029-0000	0
17-17-334-030-0000	0

DATE 04/28/2010 AGENCY: 03-0210-591 TIF CITY OF CHICAGO-ROOSEVELT RD/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-17-334-031-0000	0
17-17-334-032-0000	0
17-17-334-033-0000	0
17-17-334-034-0000	0
17-17-334-035-0000	0
17-17-334-036-0000	0
17-17-334-037-0000	0
17-17-334-038-0000	0
17-17-334-039-0000	0
17-17-334-040-0000	0
17-17-334-041-0000	0
17-17-334-042-0000	0
17-17-334-043-0000	0
17-17-334-044-0000	0
17-17-334-045-4000	0
17-17-334-045-4001	0
17-17-334-045-4002	0
17-17-334-045-4003	0
17-17-334-045-4004	0
17-17-334-045-4005	0
17-17-334-045-4006	0
17-17-334-046-4000	0
17-17-334-046-4001	0
17-17-334-046-4002	0
17-17-334-046-4003	0
17-17-334-046-4004	0
17-17-334-046-4005	0

DATE 04/28/2010 AGENCY: 03-0210-591 TIF CITY OF CHICAGO-ROOSEVELT RD/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-17-334-046-4006	0
17-17-334-047-4000	0
17-17-334-047-4001	0
17-17-334-047-4002	0
17-17-334-047-4003	0
17-17-334-047-4004	0
17-17-334-047-4005	0
17-17-334-047-4006	0
17-17-334-048-4000	0
17-17-334-048-4001	0
17-17-334-048-4002	0
17-17-334-048-4003	0
17-17-334-049-4000	0
17-17-334-049-4001	0
17-17-334-049-4002	0
17-17-334-049-4003	0
17-17-334-050-4000	0
17-17-334-050-4001	0
17-17-334-050-4002	0
17-17-334-050-4003	0
17-17-334-050-4004	0
17-17-334-050-4005	0
17-17-334-050-4006	0
17-17-334-051-4000	0
17-17-334-051-4001	0
17-17-334-051-4002	0
17-17-334-051-4003	0

DATE 04/28/2010 AGENCY: 03-0210-591 TIF CITY OF CHICAGO-ROOSEVELT RD/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-17-334-052-4000	0
17-17-334-052-4001	0
17-17-334-052-4002	0
17-17-334-052-4003	0
17-17-334-052-4004	0
17-17-334-052-4005	0
17-17-334-052-4006	0
17-17-335-001-0000	0
17-17-335-002-0000	0
17-17-335-003-0000	0
17-17-335-004-0000	0
17-17-335-005-0000	0
17-17-335-006-0000	0
17-17-335-007-0000	0
17-17-335-008-0000	0
17-17-335-009-0000	0
17-17-335-010-0000	0
17-17-335-011-0000	0
17-17-335-012-0000	0
17-17-335-013-0000	0
17-17-335-014-0000	0
17-20-100-006-0000	34,058
17-20-100-007-0000	27,467
17-20-100-008-0000	3,339
17-20-100-009-0000	3,339
17-20-100-010-0000	3,339
17-20-100-011-0000	0

DATE 04/28/2010 AGENCY: 03-0210-591 TIF CITY OF CHICAGO-ROOSEVELT RD/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA:	1997 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA:

17-20-100-012-0000	3,339
17-20-100-013-0000	3,339
17-20-100-014-0000	5,009
17-20-100-015-0000	20,077
17-20-100-016-0000	55,762
17-20-100-017-0000	3,339
17-20-100-018-0000	3,339
17-20-100-019-0000	38,869
17-20-100-020-0000	47,100
17-20-100-021-0000	9,391
17-20-100-022-0000	3,382
17-20-100-023-0000	3,382
17-20-100-024-0000	15,670
17-20-100-042-0000	0
17-20-100-043-0000	0
17-20-100-045-0000	0
17-20-100-046-0000	228,359
17-20-101-001-0000	3,378
17-20-101-002-0000	9,700
17-20-101-003-0000	7,672
17-20-101-004-0000	17,608
17-20-101-005-0000	44,087
17-20-101-006-0000	47,639
17-20-101-007-0000	16,994
17-20-101-008-0000	51,975
17-20-101-009-0000	18,481
17-20-101-010-0000	23,157

DATE 04/28/2010 AGENCY: 03-0210-591 TIF CITY OF CHICAGO-ROOSEVELT RD/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-101-011-0000	10,020
17-20-101-012-0000	7,884
17-20-101-039-0000	0
17-20-101-040-0000	24,444
17-20-101-041-0000	0
17-20-102-049-0000	0
17-20-102-050-0000	0
17-20-102-051-0000	0
17-20-102-052-0000	0
17-20-102-054-0000	94,651
17-20-102-055-0000	22,300
17-20-102-056-0000	31,477
17-20-102-057-0000	43,399
17-20-102-058-0000	53,652
17-20-102-059-0000	9,435
17-20-102-060-0000	39,689
17-20-102-061-0000	9,977
17-20-102-062-0000	70,554
17-20-102-063-0000	9,977
17-20-102-064-0000	91,118
17-20-102-065-0000	12,028
17-20-103-001-0000	49,083
17-20-103-002-0000	8,254
17-20-103-003-0000	8,254
17-20-103-005-0000	10,959
17-20-103-006-0000	8,546
17-20-103-007-0000	10,626

DATE 04/28/2010 AGENCY: 03-0210-591 TIF CITY OF CHICAGO-ROOSEVELT RD/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-103-008-0000	4,349
17-20-103-009-0000	4,349
17-20-103-010-0000	23,285
17-20-103-011-0000	127,668
17-20-103-012-0000	8,699
17-20-103-013-0000	4,349
17-20-103-014-0000	10,128
17-20-103-047-0000	0
17-20-103-051-0000	32,207
17-20-103-052-0000	9,350
17-20-103-053-0000	35,709
17-20-103-054-0000	3,851
17-20-103-055-0000	3,381
17-20-103-056-0000	3,302
17-20-103-057-0000	3,302
17-20-103-058-0000	3,381
17-20-103-059-0000	4,637
17-20-103-060-0000	30,421
17-20-103-061-0000	42,951
17-20-103-062-0000	32,300
17-20-103-063-0000	0.055
17-20-104-001-0000	0
17-20-104-003-0000	13,034
17-20-104-022-0000	0
17-20-104-023-0000	0
17-20-104-024-0000	0
17-20-104-025-0000	0

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OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-104-026-0000	0
17-20-104-027-0000	0
17-20-104-047-0000	0
17-20-104-048-0000	0
17-20-104-049-0000	0
17-20-105-009-0000	0
17-20-105-010-0000	0
17-20-105-011-0000	0
17-20-105-020-0000	0
17-20-105-021-0000	0
17-20-105-022-0000	0
17-20-105-023-0000	0
17-20-105-024-0000	0
17-20-105-025-0000	0
17-20-105-026-0000	0
17-20-105-027-0000	0
17-20-105-028-0000	0
17-20-105-029-0000	0
17-20-105-030-0000	0
17-20-105-031-0000	0
17-20-105-032-0000	0
17-20-105-033-0000	0
17-20-105-034-0000	0
17-20-105-035-0000	0
17-20-105-036-0000	0
17-20-105-037-0000	0
17-20-105-038-0000	0

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PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-105-039-0000	0
17-20-105-040-0000	0
17-20-105-041-0000	0
17-20-105-042-0000	0
17-20-105-043-0000	0
17-20-105-044-0000	0
17-20-105-045-0000	0
17-20-105-047-0000	0
17-20-105-048-0000	0
17-20-106-056-0000	0
17-20-106-057-0000	0
17-20-106-058-0000	0
17-20-106-059-0000	0
17-20-106-060-0000	0
17-20-106-061-0000	0
17-20-107-046-0000	0
17-20-108-001-0000	35,240
17-20-108-002-0000	2,802
17-20-108-003-0000	0
17-20-108-004-0000	0
17-20-108-005-0000	0
17-20-108-022-0000	0
17-20-108-023-0000	0
17-20-108-044-0000	0
17-20-109-001-0000	0
17-20-109-002-0000	3
17-20-109-003-0000	0

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PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-109-004-0000	0
17-20-109-005-0000	0
17-20-109-006-0000	0
17-20-109-007-0000	0
17-20-109-008-0000	0
17-20-109-009-0000	0
17-20-109-010-0000	0
17-20-109-011-0000	0
17-20-109-012-0000	0
17-20-109-013-0000	0
17-20-109-014-0000	0
17-20-109-015-0000	0
17-20-109-016-0000	0
17-20-109-017-0000	0
17-20-109-018-0000	0
17-20-109-019-0000	0
17-20-109-020-0000	0
17-20-109-021-0000	0
17-20-109-022-0000	0
17-20-109-023-0000	0
17-20-109-024-0000	0
17-20-109-025-0000	0
17-20-109-026-0000	0
17-20-109-027-0000	0
17-20-109-028-0000	0
17-20-109-029-0000	0
17-20-109-030-0000	0

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PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-109-031-0000	0
17-20-109-032-0000	0
17-20-109-033-0000	0
17-20-109-034-0000	0
17-20-109-035-0000	0
17-20-109-036-0000	0
17-20-109-037-0000	0
17-20-109-038-0000	0
17-20-109-039-0000	0
17-20-109-040-0000	0
17-20-109-041-0000	0
17-20-109-042-0000	0
17-20-109-043-0000	0
17-20-110-051-0000	0
17-20-111-005-0000	0
17-20-111-013-0000	0
17-20-111-014-0000	0
17-20-111-015-0000	0
17-20-111-022-0000	0
17-20-111-023-0000	0
17-20-111-024-0000	0
17-20-111-025-0000	0
17-20-111-026-0000	0
17-20-111-027-0000	0
17-20-112-001-0000	10,396
17-20-112-004-0000	29,137
17-20-112-006-0000	55,850

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PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-112-009-0000	845
17-20-112-010-0000	845
17-20-112-011-0000	845
17-20-112-012-0000	0
17-20-112-013-0000	0
17-20-112-037-0000	16,134
17-20-112-038-0000	0
17-20-112-039-0000	0
17-20-112-040-0000	0
17-20-112-041-0000	0
17-20-112-042-0000	7,214
17-20-113-001-0000	0
17-20-113-002-0000	0
17-20-113-003-0000	0
17-20-113-004-0000	0
17-20-113-005-0000	0
17-20-113-006-0000	0
17-20-113-007-0000	0
17-20-113-008-0000	0
17-20-113-009-0000	0
17-20-113-010-0000	0
17-20-113-011-0000	0
17-20-113-012-0000	0
17-20-113-013-0000	0
17-20-113-014-0000	0
17-20-113-015-0000	0
17-20-113-016-0000	0

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OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-113-017-0000	0
17-20-113-018-0000	0
17-20-113-019-0000	0
17-20-113-020-0000	0
17-20-113-045-0000	0
17-20-114-044-0000	0
17-20-115-048-0000	0
17-20-115-049-0000	0
17-20-116-002-0000	9,560
17-20-116-003-0000	2,837
17-20-116-004-0000	18,584
17-20-116-005-0000	8,598
17-20-116-006-0000	2,837
17-20-116-009-0000	0
17-20-116-010-0000	2,837
17-20-116-011-0000	10,375
17-20-116-046-0000	0
17-20-116-047-0000	0
17-20-116-048-0000	44,839
17-20-116-049-0000	1,730
17-20-116-050-0000	4,306
17-20-116-051-0000	41,177
17-20-117-050-0000	0
17-20-117-051-0000	0
17-20-118-024-0000	0
17-20-118-025-0000	0
17-20-118-026-0000	0

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OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-118-027-0000	0
17-20-119-001-0000	0
17-20-119-002-0000	0
17-20-119-003-0000	0
17-20-119-004-0000	0
17-20-119-005-0000	0
17-20-119-006-0000	0
17-20-119-007-0000	0
17-20-119-008-0000	0
17-20-119-009-0000	0
17-20-119-010-0000	0
17-20-119-011-0000	0
17-20-119-012-0000	0
17-20-119-013-0000	0
17-20-119-014-0000	0
17-20-119-015-0000	0
17-20-119-019-0000	0
17-20-119-020-0000	0
17-20-119-021-0000	0
17-20-119-022-0000	0
17-20-119-023-0000	0
17-20-119-024-0000	0
17-20-119-025-0000	0
17-20-119-026-0000	0
17-20-119-027-0000	0
17-20-119-028-0000	0
17-20-119-029-0000	0

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OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-119-030-0000	0
17-20-119-031-0000	0
17-20-119-032-0000	0
17-20-119-033-0000	0
17-20-120-001-0000	0
17-20-121-022-0000	0
17-20-121-023-0000	0
17-20-121-033-0000	0
17-20-121-034-0000	0
17-20-121-035-0000	0
17-20-121-036-0000	0
17-20-121-040-0000	0
17-20-122-040-0000	0
17-20-122-041-0000	0
17-20-123-037-0000	0
17-20-124-001-0000	0
17-20-124-002-0000	0
17-20-124-003-0000	0
17-20-124-004-0000	0
17-20-124-005-0000	0
17-20-124-006-0000	0
17-20-124-007-0000	0
17-20-124-008-0000	0
17-20-124-009-0000	0
17-20-124-010-0000	0
17-20-124-011-0000	0
17-20-124-012-0000	0

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OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-124-013-0000	0
17-20-124-014-0000	0
17-20-124-019-0000	0
17-20-124-020-0000	0
17-20-125-001-0000	38,530
17-20-125-002-0000	7,085
17-20-125-003-0000	6,470
17-20-125-004-0000	6,470
17-20-125-005-0000	6,470
17-20-125-006-0000	6,470
17-20-125-007-0000	7,650
17-20-125-008-0000	6,470
17-20-125-009-0000	6,696
17-20-125-010-0000	10,319
17-20-125-011-0000	21,324
17-20-126-001-0000	22,847
17-20-126-002-0000	14,645
17-20-126-003-0000	26,006
17-20-126-004-0000	71,883
17-20-127-001-0000	631,871
17-20-127-002-0000	1,405
17-20-127-003-0000	1,405
17-20-127-004-0000	1,405
17-20-127-005-0000	1,405
17-20-127-006-0000	1,405
17-20-127-007-0000	1,405
17-20-127-008-0000	1,405

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PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-127-009-0000	1,405
17-20-127-010-0000	1,405
17-20-127-011-0000	1,405
17-20-127-012-0000	1,405
17-20-127-013-0000	1,405
17-20-127-014-0000	1,405
17-20-127-015-0000	1,405
17-20-128-020-0000	526,827
17-20-129-001-0000	10,964
17-20-129-002-0000	8,076
17-20-129-003-0000	4,171
17-20-200-066-0000	29,213
17-20-200-067-0000	63,186
17-20-200-069-0000	13,292
17-20-200-075-0000	21,083
17-20-200-077-0000	15,395
17-20-200-078-0000	3,369
17-20-200-079-0000	0
17-20-200-080-0000	3,110
17-20-200-081-0000	3,439
17-20-200-082-0000	4,107
17-20-200-083-0000	4,107
17-20-200-084-0000	4,107
17-20-200-085-0000	4,107
17-20-200-086-0000	3,438
17-20-200-087-0000	4,430
17-20-200-088-4000	0

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OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-200-088-4001	2,121
17-20-200-088-4002	2,388
17-20-200-088-4003	2,503
17-20-200-089-4000	0
17-20-200-089-4001	2,353
17-20-200-089-4002	1,486
17-20-200-089-4003	2,382
17-20-200-089-4004	1,510
17-20-200-089-4005	2,359
17-20-200-089-4006	1,511
17-20-200-090-4000	0
17-20-200-090-4001	2,669
17-20-200-090-4002	2,716
17-20-200-090-4003	2,847
17-20-200-091-4000	0
17-20-200-091-4001	789
17-20-200-091-4002	1,212
17-20-200-091-4003	992
17-20-200-091-4004	1,153
17-20-200-091-4005	546
17-20-200-091-4006	1,217
17-20-200-091-4007	454
17-20-200-091-4008	1,233
17-20-200-091-4009	123
17-20-200-091-4010	1,217
17-20-200-091-4011	768
17-20-200-091-4012	243

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PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-200-091-4013	1,407
17-20-200-091-4014	1,233
17-20-200-091-4015	1,052
17-20-200-091-4016	1,164
17-20-200-091-4017	635
17-20-200-091-4018	1,254
17-20-200-091-4019	622
17-20-200-091-4020	1,254
17-20-200-091-4021	622
17-20-200-091-4022	1,228
17-20-200-091-4023	992
17-20-200-091-4024	245
17-20-200-091-4025	1,418
17-20-200-091-4026	1,249
17-20-200-091-4027	992
17-20-200-091-4028	1,180
17-20-200-091-4029	622
17-20-200-091-4030	1,265
17-20-200-091-4031	680
17-20-200-091-4032	1,254
17-20-200-091-4033	622
17-20-200-091-4034	584
17-20-200-091-4035	992
17-20-200-091-4036	1,024
17-20-200-091-4037	1,168
17-20-200-091-4038	1,429
17-20-200-091-4039	992

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PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-200-091-4040	1,344
17-20-200-091-4041	812
17-20-200-091-4042	1,296
17-20-200-091-4043	812
17-20-200-091-4044	2,259
17-20-200-091-4045	810
17-20-200-092-4000	0
17-20-200-092-4001	1,768
17-20-200-092-4002	1,267
17-20-200-092-4003	1,281
17-20-200-092-4004	1,699
17-20-200-092-4005	2,278
17-20-200-092-4006	1,699
17-20-200-092-4007	768
17-20-200-092-4008	1,267
17-20-200-092-4009	1,768
17-20-200-092-4010	1,768
17-20-200-092-4011	1,663
17-20-200-092-4012	1,012
17-20-200-092-4013	1,699
17-20-200-092-4014	2,301
17-20-200-092-4015	1,713
17-20-200-092-4016	1,012
17-20-200-092-4017	1,676
17-20-200-092-4018	1,805
17-20-200-092-4019	1,823
17-20-200-092-4020	1,685

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OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-200-092-4021	454
17-20-200-092-4022	1,713
17-20-200-092-4023	414
17-20-200-092-4024	1,708
17-20-200-092-4025	1,286
17-20-200-092-4026	1,745
17-20-200-092-4027	1,829
17-20-200-093-4000	0
17-20-200-093-4001	1,815
17-20-200-093-4002	1,976
17-20-200-093-4003	2,072
17-20-200-094-4000	0
17-20-200-094-4001	1,990
17-20-200-094-4002	2,189
17-20-200-094-4003	2,296
17-20-201-021-0000	0
17-20-201-026-0000	0
17-20-201-027-0000	0
17-20-201-029-0000	0
17-20-201-030-0000	0
17-20-201-032-0000	0
17-20-201-033-0000	0
17-20-201-035-0000	0
17-20-201-037-0000	0
17-20-201-038-0000	0
17-20-201-039-0000	0
17-20-201-040-0000	0

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OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-202-024-0000	0
17-20-202-025-0000	0
17-20-202-026-0000	0
17-20-202-027-0000	0
17-20-202-028-0000	0
17-20-202-029-0000	0
17-20-202-030-0000	0
17-20-202-031-0000	0
17-20-202-032-0000	0
17-20-202-033-0000	0
17-20-202-034-0000	0
17-20-202-035-0000	0
17-20-202-036-0000	0
17-20-202-037-0000	0
17-20-202-038-0000	0
17-20-202-049-0000	0
17-20-202-053-0000	0
17-20-202-054-0000	0
17-20-202-055-0000	0
17-20-202-056-0000	0
17-20-202-057-0000	0
17-20-207-046-0000	16,517
17-20-207-049-0000	55,328
17-20-207-053-0000	5,123
17-20-207-055-0000	14,567
17-20-207-058-0000	17,998
17-20-207-062-0000	14,146

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PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA:	1997 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA:

17-20-207-063-0000	7,872
17-20-207-064-0000	9,624
17-20-207-065-0000	15,397
17-20-207-066-4000	0
17-20-207-066-4001	3,641
17-20-207-066-4002	1,816
17-20-207-066-4003	3,687
17-20-207-066-4004	2,155
17-20-207-066-4005	3,687
17-20-207-066-4006	2,154
17-20-207-067-4000	0
17-20-207-067-4001	4,181
17-20-207-067-4002	933
17-20-207-067-4003	4,460
17-20-207-068-4000	1
17-20-207-068-4001	2,690
17-20-207-068-4002	3,252
17-20-207-068-4003	3,716
17-20-207-069-4000	0
17-20-207-069-4001	4,611
17-20-207-069-4002	1,128
17-20-207-069-4003	4,919
17-20-207-070-4000	0
17-20-207-070-4001	2,490
17-20-207-070-4002	2,490
17-20-207-070-4003	3,014
17-20-207-071-4000	0

DATE 04/28/2010 AGENCY: 03-0210-591 TIF CITY OF CHICAGO-ROOSEVELT RD/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-207-071-4001	2,320
17-20-207-071-4002	1,449
17-20-207-071-4003	2,349
17-20-207-071-4004	1,449
17-20-207-071-4005	2,349
17-20-207-071-4006	1,470
17-20-207-072-4000	0
17-20-207-072-4001	2,209
17-20-207-072-4002	2,248
17-20-207-072-4003	2,357
17-20-207-073-4000	0
17-20-207-073-4001	2,082
17-20-207-073-4002	1,321
17-20-207-073-4003	2,108
17-20-207-073-4004	1,321
17-20-207-073-4005	2,108
17-20-207-073-4006	1,341
17-20-207-074-4000	0
17-20-207-074-4001	2,351
17-20-207-074-4002	3,058
17-20-207-074-4003	3,058
17-20-207-075-4000	0
17-20-207-075-4001	1,794
17-20-207-075-4002	1,326
17-20-207-075-4003	1,915
17-20-207-076-4000	1
17-20-207-076-4001	2,338

DATE 04/28/2010 AGENCY: 03-0210-591 TIF CITY OF CHICAGO-ROOSEVELT RD/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-207-076-4002	3,041
17-20-207-076-4003	3,041
17-20-208-041-0000	0
17-20-210-002-0000	0
17-20-210-003-0000	0
17-20-210-004-0000	0
17-20-210-005-0000	0
17-20-210-006-0000	0
17-20-210-007-0000	0
17-20-210-008-0000	0
17-20-210-009-0000	0
17-20-210-010-0000	0
17-20-210-017-0000	0
17-20-210-018-0000	0
17-20-210-036-0000	0
17-20-210-039-0000	0
17-20-210-040-0000	0
17-20-210-041-0000	0
17-20-211-037-0000	356,399
17-20-211-038-0000	0
17-20-211-040-0000	0
17-20-212-001-0000	25,194
17-20-212-002-0000	8,172
17-20-212-003-0000	8,873
17-20-212-004-0000	4,545
17-20-212-005-0000	4,051
17-20-212-006-0000	5,824

DATE 04/28/2010 AGENCY: 03-0210-591 TIF CITY OF CHICAGO-ROOSEVELT RD/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-212-007-0000	4,807
17-20-212-008-0000	3,625
17-20-212-009-0000	4,852
17-20-213-088-0000	365,463
17-20-213-090-0000	387,621
17-20-213-092-0000	0
17-20-214-016-0000	139,141
17-20-214-020-0000	282,570
17-20-220-061-0000	188,250
17-20-220-062-0000	10,787
17-20-500-023-0000	0

TOTAL INITIAL EAV FOR TAXCODE: 77023

5,920,328

TOTAL PRINTED: 794

DATE 04/28/2010 AGENCY: 03-0210-591 TIF CITY OF CHICAGO-ROOSEVELT RD/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

1997 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

17-20-103-004-0000	10,794
17-20-104-002-0000	9,358
17-20-104-004-0000	13,235
17-20-112-005-0000	10,695
17-20-116-008-0000	16,768
17-20-128-021-0000	112,594
17-20-209-023-0000	146,928
17-20-220-065-0000	751,728

TOTAL INITIAL EAV FOR TAXCODE: 77040

1,072,100

TOTAL PRINTED: 8

Amended Exhibit V –Parcels to be Acquired

Roosevelt Racine
 Redevelopment Project Area
 Amendment No. 2
 Amended Exhibit V
 Parcels Authorized to be Acquired

Unit Number	Street	PIN	Description	Occupied / Vacant
1533	Roosevelt	17-20-100-008	Vacant Land	Vacant
1529	Roosevelt	17-20-100-009	Vacant Land	Vacant
1451-57	Roosevelt	17-20-101-002	Vacant Land	Vacant
1437-39	Roosevelt	17-20-101-006	Vacant Land	Vacant
1433-35	Roosevelt	17-20-101-007	Vacant Land	Vacant
1423-31	Roosevelt	17-20-101-008	Commercial	Vacant
1421	Roosevelt	17-20-101-009	Commercial	Vacant
1547	Washburne	17-20-104-003	Vacant Land	Vacant
1545	Washburne	17-20-104-004	Vacant Land	Vacant
1305	Ashland	17-20-108-002	Vacant Land	Vacant
1357-59	Ashland	17-20-112-006	Vacant Land	Vacant
1529	Hastings	17-20-112-009	Vacant Land	Vacant
1527	Hastings	17-20-112-010	Vacant Land	Vacant
1525	Hastings	17-20-112-011	Vacant Land	Vacant
1517	Hastings	17-20-112-013	Institutional	Vacant
1533	Hastings	17-20-112-039	Vacant Land	Vacant
1539	13th	17-20-112-040	Vacant Land	Vacant
1407	Ashland	17-20-116-003	Vacant Land	Vacant
1421	Ashland	17-20-116-009	Vacant Land	Vacant
1423	Ashland	17-20-116-010	Vacant Land	Vacant
1425	Ashland	17-20-116-011	Vacant Land	Vacant

EXHIBIT B

CDC Resolution 13-CDC-12

STATE OF ILLINOIS)

COUNTY OF COOK)

CERTIFICATE

I, Robert Wolf, the duly authorized and qualified Assistant Secretary of the

Community Development Commission of the City of Chicago, and the custodian of the

records thereof, do hereby certify that I have compared the attached copy of a Resolution

adopted by the **Community Development Commission of the City of Chicago** at a Regular

Meeting held on the 14th Day of May 2013 with the original resolution adopted at said meeting

and noted in the minutes of the Commission, and do hereby certify that said copy is a true,

correct and complete transcript of said Resolution.

Dated this 14th Day of May 2013

Kent Wolf

ASSISTANT SECRETARY

Robert Wolf

**COMMUNITY DEVELOPMENT COMMISSION
OF THE
CITY OF CHICAGO**

RESOLUTION 13-CDC- 12

**RECOMMENDING TO THE CITY COUNCIL OF
THE CITY OF CHICAGO
FOR THE PROPOSED
ROOSEVELT/RACINE AMENDMENT NO. 2
REDEVELOPMENT PROJECT AREA:**

**APPROVAL OF AMENDMENT NO. 2 TO THE
REDEVELOPMENT PLAN AND PROJECT**

WHEREAS, the Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the Mayor of the City with the approval of its City Council ("City Council," referred to herein collectively with the Mayor as the "Corporate Authorities") (as codified in Section 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.4-4(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "Act"); and

WHEREAS, the Commission is empowered by the Corporate Authorities to exercise certain powers set forth in Section 5/11-74.4-4(k) of the Act, including the holding of certain public hearings required by the Act; and

WHEREAS, staff of the City's Department of Housing and Economic Development has conducted or caused to be conducted certain investigations, studies and surveys of the Roosevelt Racine Redevelopment Project Area Amendment No. 2, the street boundaries of which are described on Exhibit A hereto (the "Area"), to determine the eligibility of the Area as a redevelopment project area as defined in the Act (a "Redevelopment Project Area") and for tax increment allocation financing pursuant to the Act ("Tax Increment Allocation Financing"), and previously has presented the following documents to the Commission for its review:

Roosevelt Racine Redevelopment Plan and Project Amendment No. 2 (the "Plan"); and

WHEREAS, prior to the adoption by the Corporate Authorities of ordinances approving a redevelopment plan, designating an area as a Redevelopment Project Area or adopting Tax Increment Allocation Financing for an area, it is necessary that the Commission hold a public hearing (the "Hearing") pursuant to Section 5/11-74.4-5(a) of the Act, convene a meeting of a joint review board (the "Board") pursuant to Section 5/11-74.4-5(b) of the Act, set the dates of

such Hearing and Board meeting and give notice thereof pursuant to Section 5/11-74.4-6 of the Act; and

WHEREAS, a public meeting (the "Public Meeting") was held in accordance and in compliance with the requirements of Section 5/11-74.4-6(e) of the Act, on **February 25, 2013** at 6:00 pm at the Saint Ignatius College Prep, Tully Hall 1076 West Roosevelt Road, Chicago, Illinois, (this date being more than 14 business days before the scheduled mailing of the notice of the Hearing [hereinafter defined], as specified in the Act), pursuant to notice from the City's Commissioner of the Department of Housing and Economic Development, given on February 6, 2013, (this date being more than 15 days before the date of the Public Meeting, as specified in the Act), by certified mail to all taxing districts having real property in the proposed Area and to all entities requesting that information that have taken the steps necessary to register to be included on the interested parties registry for the proposed Area in accordance with Section 5/11-74.4-4.2 of the Act and, on February 10, 2013 with a good faith effort, by regular mail, to all residents and to the last known persons who paid property taxes on real estate in the proposed Area (which good faith effort was satisfied by such notice being mailed to each residential address and to the person or persons in whose name property taxes were paid on real property for the last preceding year located in the proposed Area); and

WHEREAS, the Report and Plan were made available for public inspection and review since March 1, 2013, being a date not less than 10 days before the Commission meeting at which the Commission adopted Resolution 13-CDC-8 on **March 12, 2013** fixing the time and place for the Hearing, at City Hall, 121 North LaSalle Street, Chicago, Illinois, in the following offices: City Clerk, Room 107 and Department of Housing and Economic Development, Room 1000; and

WHEREAS, notice of the availability of the Report and Plan, including how to obtain this information, were sent by mail on **March 19, 2013** which is within a reasonable time after the adoption by the Commission of Resolution 13-CDC 8 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located outside the proposed Area and within 750 feet of the boundaries of the Area (or, if applicable, were determined to be the 750 residential addresses that were outside the proposed Area and closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

WHEREAS, notice of the Hearing by publication was given at least twice, the first publication being on **April 16, 2013** a date which is not more than 30 nor less than 10 days prior to the Hearing, and the second publication being on **April 23 2013** both in the Chicago Sun-Times being a newspaper of general circulation within the taxing districts having property in the Area; and

WHEREAS, notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by certified mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within

the Area, on **April 16, 2013**, being a date not less than 10 days prior to the date set for the Hearing; and where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three years; and

WHEREAS, notice of the Hearing was given by mail to the Illinois Department of Commerce and Economic Opportunity ("DECO") and members of the Board (including notice of the convening of the Board), by depositing such notice in the United States mail by certified mail addressed to DECO and all Board members, on **March 18, 2013**, being a date not less than 45 days prior to the date set for the Hearing; and

WHEREAS, notice of the Hearing and copies of the Report and Plan were sent by mail to taxing districts having taxable property in the Area, by depositing such notice and documents in the United States mail by certified mail addressed to all taxing districts having taxable property within the Area, on **March 18, 2013**, being a date not less than 45 days prior to the date set for the Hearing; and

WHEREAS, the Hearing was held on **May 14, 2013** at 1:00 p.m. at City Hall, 2nd Floor, 121 North LaSalle Street, Chicago, Illinois, as the official public hearing, and testimony was heard from all interested persons or representatives of any affected taxing district present at the Hearing and wishing to testify, concerning the Commission's recommendation to City Council regarding approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

WHEREAS, the Board meeting was convened on **April 5, 2013** at 10:00 a.m. (being a date at least 14 days but not more than 28 days after the date of the mailing of the notice to the taxing districts on **March 18, 2013**) in Room 1003A, City Hall, 121 North LaSalle Street, Chicago, Illinois, to review the matters properly coming before the Board to allow it to provide its advisory recommendation regarding the approval of the Plan, designation of the Area as a Redevelopment Project Area, adoption of Tax Increment Allocation Financing within the Area and other matters, if any, properly before it, all in accordance with Section 5/11-74.4-5(b) of the Act; and

WHEREAS, the Commission has reviewed the Report and Plan, considered testimony from the Hearing, if any, the recommendation of the Board, if any, and such other matters or studies as the Commission deemed necessary or appropriate in making the findings set forth herein and formulating its decision whether to recommend to City Council approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; now, therefore,

BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF CHICAGO:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Commission hereby makes the following findings pursuant to Section 5/11-74.4-3(n) of the Act or such other section as is referenced herein:

a. The Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. The Plan:

(i) conforms to the comprehensive plan for the development of the City as a whole; or

(ii) the Plan either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that have been approved by the Chicago Plan Commission;

c. The Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not later than December 31 of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 5/11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year of the adoption of the ordinance approving the designation of the Area as a redevelopment project area and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than 20 years;

d. To the extent required by Section 5/11-74.4-3(n) (6) of the Act, the Plan incorporates the housing impact study, if such study is required by Section 5/11-74.4-3(n)(5) of the Act;

e. The Plan will not result in displacement of residents from inhabited units.

f. The Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefited by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act;

g. As required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) The Area is not less, in the aggregate, than one and one-half acres in size; and
(ii) Conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a blighted area as defined in the Act;

h. If the Area is qualified as a "blighted area", whether improved or vacant, each of the factors necessary to qualify the Area as a Redevelopment Project Area on that basis is (i) present, with that presence documented to a meaningful extent so that it may be reasonably found that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part or vacant part, as applicable, of the Area as required pursuant to Section 5/11-74.4-3(a) of the Act;

i. If the Area is qualified as a "conservation area" the combination of the factors necessary to qualify the Area as a redevelopment project area on that basis is detrimental to the public health, safety, morals or welfare, and the Area may become a blighted area; [and]

Section 3. The Commission recommends that the City Council approve the Plan pursuant to Section 5/11-74.4-4 of the Act.

Section 4. The Commission recommends that the City Council designate the Area as a Redevelopment Project Area pursuant to Section 5/11-74.4-4 of the Act.

Section 5. The Commission recommends that the City Council adopt Tax Increment Allocation Financing within the Area.

Section 6. If any provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this resolution.

Section 7. All resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 8. This resolution shall be effective as of the date of its adoption.

Section 9. A certified copy of this resolution shall be transmitted to the City Council.

ADOPTED: May 14, 2013

List of Attachments:

Exhibit A: Street Boundary Description of the Area

EXHIBIT A

Street Boundary Description of the Area

The Area is generally bounded by Cabrini Street on the north; Morgan Street and Racine Avenue on the east; the east-west alley south of 15th Street on the south; and Ashland Avenue on the west.

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing an amendment to the Roosevelt-Racine TIF Plan.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-5390

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Lease agreement with The Thresholds, Inc. for use of space located at 6337 S Woodlawn
Committee(s) Assignment:	Committee on Housing and Real Estate

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago as Landlord, the Commissioner of the Department of Fleet and Facility Management and the Commissioner of the Department of Public Health are authorized to execute a Lease with The Thresholds, Inc. as Tenant governing the use of space located at 6337 South Woodlawn Avenue; such Lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE

THIS LEASE is made and entered into this _____ day of _____, 2013 (the "Effective Date"), by and between **THE CITY OF CHICAGO**, an Illinois Municipal Corporation and Home Rule Unit of Government (herein referred to as "**Landlord**" or "**City**") and **THE THRESHOLDS**, an Illinois Not-for-Profit Corporation (hereinafter referred to as "**Tenant**").

RECITALS

WHEREAS, Landlord is the owner of the building located at 6337 South Woodlawn Avenue more commonly known as the Woodlawn Neighborhood Health Clinic (the "**Building**"); and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately 1,420 square feet of office space (the "Premises") located on the north portion of the Building as depicted on **Exhibit A** attached hereto and made a part hereof together with non-exclusive access to an adjoining parking lot located immediately to the east of the Building to be used by Tenant as provided herein; and

WHEREAS, Landlord is not presently utilizing the Premises; and

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

Approximately 1,420 square feet of office space located at 6337 South Woodlawn Avenue together with access to an adjoining parking lot in Chicago, Illinois (part of PIN 20-23-200-029).

SECTION 2. TERM

2.1 Term. The term of this Lease ("Term") shall commence on the Effective Date and shall terminate on December 31, 2018, unless sooner terminated as set forth in this Lease.

SECTION 3. RENT, TAXES, AND UTILITIES

3.1 Rent. Tenant shall pay rent ("Rent") to Landlord for use of the Premises in the amount of:

One Dollar (\$1.00) for the entire Term with the receipt and sufficiency of said sum hereby acknowledged by both parties.

LEASE NO. 20298

3.2 Operating Costs. Tenant shall reimburse Landlord's Operating Costs (as defined hereunder) for use of the Premises as reimbursement for Landlord's costs to operate the Building and the Premises, but not as profit.

a. Calculation of Operating Costs. Tenant shall pay to Landlord Operating Costs incurred by Landlord with regards to Tenant's proportionate use of the Building (the "Proportionate Use"). This Proportionate Use shall be based on the square footage leased by Tenant divided by the Building's total square footage. The Building is comprised of approximately 13,675 square feet and the Premises are comprised of approximately 1,420 square feet or 10.39% of the Building's total square footage. Operating Costs shall be based on Tenant's 10.39% Proportionate Use of the Building. Operating Costs shall include (i) all utilities (including, but not limited to gas, electricity, and water), (ii) landscaping, (iii) mechanical supplies and repairs, and (iv) Tenant's allocable share of other reasonable costs incurred by Landlord in operating the Building (excluding any capital improvements that may be required). For 2013, Tenant's Operating Costs are estimated to be, and Tenant shall initially pay, \$499.59 per month (subject to subsequent accounting and adjustment which may serve to increase or decrease these initial estimated Operating Costs). The initial estimated monthly Operating Costs are set forth in Exhibit B, attached hereto and made a part hereof, and are subject to future accounting and adjustments. Tenant shall provide for Tenant's own security services and custodial services. Tenant may elect to subcontract such services directly through the other occupant of the Building, Cook County.

b. Reimbursement Procedure. Operating Costs shall be paid to Landlord at the City of Chicago, Department of Finance, Warrants for Collection, City Hall, 121 North LaSalle, Room 107, Chicago, Illinois 60602 or at such place as Landlord may from time to time designate in writing to Tenant. Landlord shall invoice Tenant for such Operating Costs on a monthly basis. In the event that Tenant does not receive invoices from Landlord, Tenant shall contact Landlord and request such invoices. Landlord's failure to invoice Tenant for Operating Costs or other expenses does not constitute a waiver by Landlord for payment of any charges due hereunder.

3.3 Utilities. Landlord shall pay for gas, electricity, and water supplied to the Building. Tenant shall pay when due all charges for any applicable telephone or other communication services provided to the Premises for Tenant's use.

3.4 Taxes. In the event that or Leasehold taxes are ever assessed against the Premises as a result of Tenant's tenancy, Tenant shall pay when due any leasehold taxes, penalties, and interest assessed or levied on the Premises without reimbursement or other setoff from Landlord. Tenant acknowledges that leasehold taxes are one (1) year in arrears in Cook County and that as a result Tenant will be responsible for satisfaction of all leasehold taxes, penalties, and interest assessed or levied on the subject Premises at least one year after Tenant vacates the Premises. Notwithstanding the foregoing, nothing contained herein shall preclude Tenant from contesting any charge or tax levied against the Premises. The failure of Tenant to pay such taxes, interest, and penalties during the pendency of the contest shall not constitute a default under this Lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease, but payment may be a requirement for contesting such taxes.

3.5 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Operating Costs or other costs due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice as to Landlord's right to recover the balance of such installment or payment. Landlord may pursue any other remedies available to Landlord at law or equity.

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

4.1 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the rent, Operating Costs, 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.

4.2 Maintenance. Landlord shall take reasonable efforts to maintain the Building and the Premises in a condition of good repair and good order. Tenant shall notify Landlord with respect to any issues with maintenance of the Premises and/or the Building. Tenant shall also notify Landlord regarding any issues with other services provided to the Premises and/or the Building by Landlord. In the event that any building code violations are caused by Tenant, Tenant shall resolve such issues at Tenant's cost or, at Landlord's sole and exclusive option, Landlord may elect to perform such repairs subject to Tenant's reimbursement of Landlord's costs to undertake such repairs.

4.3 Landlord's Right of Access. Landlord shall have the right of reasonable access to the Premises and the Building, upon reasonable prior written notice to Tenant, for the purpose of inspecting and making repairs to the Premises or the Building. Landlord shall always have access to the Premises and the Building in the event of maintenance or security emergencies.

4.4 Use of the Premises. Tenant shall not use the Premises in a manner that would violate any law. Tenant further covenants not to do or suffer any waste or damage any portion of the Premises and/or the Building, and to comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises. Any activities on the Premises must be limited to use as non-commercial office space. All such activities must be provided consistent with Tenant's not-for-profit purposes and so as to lessen the burdens of government by providing social care services.

4.5 Alterations, Repairs, Additions, and Improvements. Tenant may make alterations, additions, and improvements on the Premise provided that any such alterations, repairs, additions, and improvements shall be in full compliance with the applicable laws, permit requirements, and building codes. In addition, Tenant will comply with all insurance requirements under this Lease. Tenant must obtain the prior written consent of the Commissioner

of the Department of Fleet and Facility Management before commencing any alterations, repairs, additions, and improvements including, but not limited to, telephone network switch repairs and upgrades. Any permanent additions and improvements shall be without cost to Landlord and shall become property of Landlord at Lease termination without offset or other credit to Tenant. Notwithstanding the foregoing, Landlord shall not have any obligations to provide any additional services or incur additional costs for code upgrades or code repairs or other improvements to either the Premises or the Building that may be triggered by any of Tenant's alterations, additions, or improvements.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

5.1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof.

5.2 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 and/or the Building. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, Landlord, at its election, may pay and satisfy same, and all sums so paid by Landlord, with interest from the date of payment at the rate set at 12% per annum.

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. The Tenant shall procure and maintain at all times at Tenant's own expense, during the term of this Lease, and during any holding over, the insurance coverages and requirements specified below, insuring all operations related to the lease with insurance companies authorized to do business in the state of Illinois.

The kinds and amounts of insurance required are as follows:

a) Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance and Occupational Disease Insurance, as prescribed by applicable law, covering all Tenant's employees and Employer's Liability coverage with limits of not less than \$100,000 each accident or illness.

b) Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000 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) Professional/ Liability. When any professional consultants perform services in the Premises or in connection with Tenant's use of the Premises, Liability Insurance covering acts, errors or omissions related to such activities must be maintained with limits of not less than \$1,000,000 (this amount shall increase to \$3,000,000 in the event that Tenant provides medical or treatment services on the Premises). Coverage must include contractual liability insurance. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years. Tenant shall provide Landlord with copies of the professional licenses and/or certificates for each of the professional consultants performing services in the Premises or in connection with the Tenant's use of the Premises.

d) 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 Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage.

e) All Risk Property Insurance. All risk property insurance coverage shall be maintained by the Tenant for full replacement value to protect against loss, damage to or destruction of property. The policy shall list the City of Chicago as an additional insured and loss payee. The Tenant 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 Tenant.

f) All Risk Builders Risk Insurance. When Tenant undertakes any construction, including improvements, betterments, and/or repairs, the Tenant shall provide All Risk Builders Risk Insurance, at replacement cost, for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage shall include but not limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage. The City of Chicago shall be named as an additional insured and loss payee.

The Tenant 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 Tenant.

6.2 Other Terms of Insurance. The Tenant will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 30 North LaSalle Street, Suite 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 Tenant shall submit evidence on insurance prior to Lease award. The receipt of any certificates does not constitute agreement by the Landlord 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 Landlord to obtain certificates or other insurance evidence from Tenant, or Tenant's failure to

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submit insurance coverage required under this Lease, shall not be deemed to be a waiver by the Landlord. The Tenant shall advise all insurers of the Lease provisions regarding insurance. Non-conforming insurance shall not relieve Tenant of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and the Landlord 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 Landlord in the event coverage is substantially changed, canceled, or non-renewed.

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

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

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

The Tenant 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 with insurance provided by the Tenant 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, Department of Finance, Office of Risk Management, maintain the right to modify, delete, alter or change these requirements.

6.3 Tenant's Indemnification. Tenant shall indemnify, defend, and hold Landlord (its officers, agents, agencies, departments and employees) harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs – collectively the "Claims"), whether such Claim is related to or arises from personal injury or property damage which may be expended by or accrued against, be charged to, or be recovered from Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations, or Tenant's negligent acts or failure to act under this Lease, or resulting from the acts or failure to act of Tenant's contractors, invitees, agents, or employees or from any liability arising from access to the Premises or the Building by any of Tenant's contractors, invitees, agents, or employees or any third parties seeking services from Tenant under this Lease.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction. If the Premises and/or the Building are damaged or destroyed or sustain a casualty to such extent that Tenant cannot continue, occupy or conduct its

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normal business therein, or if, in Tenant or Landlord's opinion, the Premises and/or the Building are rendered untenable, either Landlord or Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving the other party written notice of such exercise. If either party exercises this option, Tenant shall cease operations immediately and the Operating Costs shall be apportioned as of the date of such damage or destruction. Landlord shall repay to Tenant any prepaid Operating Costs.

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 defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use her or his position to influence any City 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 beginning on January 1, 2019 and the rent and Operating Costs will be the same as outlined in Section 3.1 and Section 3.2 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 Tenant to Landlord 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 Landlord as follows:

City of Chicago
Chicago Department of Public Health
333 South State Street, 2nd Floor
Chicago, Illinois 60604

With a copy to:

City of Chicago

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Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602

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

The Thresholds
4101 North Ravenswood Avenue
Chicago, Illinois 60613
Attn: Brue Jefferson

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

10.2 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.

10.3 Governing Law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 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.

10.6 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.

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

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10.8 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.

10.9 Authorization to Execute Lease. The parties executing this Lease hereby represent and warrant that they are 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.

10.10 Termination of Lease. Landlord and Tenant shall have the right to terminate this Lease for any reason by providing each other with ninety (90) days prior written notice at any time after the Effective Date. In addition, this Lease shall automatically terminate in the event that the Landlord conveys the Building to Cook County or to any other entity at Landlord's sole and exclusive discretion.

10.11 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.

10.12 Tenant Default. Tenant must adhere to all provisions of this Lease. Failure of Tenant to adhere to all provisions of this Lease will result in default. In the event of such default, Landlord will notify Tenant in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, Tenant must cure such default within thirty (30) days. If Tenant does not cure such default within thirty (30) days, Landlord may cancel this Lease with thirty (30) days written notice.

10.13 No Brokers. Tenant warrants to Landlord that no broker or finder (a) introduced Tenant to the Premises, (b) assisted Tenant in the 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 or 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. Any and all payments due from Tenant to Landlord under this Lease shall be paid directly to Landlord.

10.14 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, including, but not limited to, leasehold expansion or reduction within the Building and space remeasurement. 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

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upon execution by both parties. Upon execution, such Amendment(s) shall become a part of this Lease and all other non-impacted provisions of this Lease shall otherwise remain in full force and effect.

10.15 Access to Parking Lot. Tenant shall have non-exclusive access to the adjoining parking lot of the Building on a first-come first-served basis. This use of the adjoining parking lot shall be subject to all of Landlord's rules governing this use. Tenant acknowledges that Landlord may from time to time lease parts of the adjoining parking lot to other parties. Landlord and Tenant acknowledge that in fulfilling Landlord and Tenant's public benefit mission, the adjoining parking lot is provided primarily for the benefit of clients to the Building and not as staff parking.

10.16 Existing Furniture. Tenant may use any furniture belonging to Landlord and located within the Premises which is not removed by Landlord by the Effective Date. Landlord shall retain ownership of such furniture.

10.17 No Other Rights. The execution of this Lease does not give Tenant any other right with respect to the Premises and/or the Building. Any rights not expressly granted to Tenant through this Lease are reserved exclusively to Landlord. Unless otherwise specified in this Lease, execution of this Lease does not obligate Landlord to undertake any additional duties or services.

10.18 Municipal Marketing Efforts. Landlord shall have the right to install digital advertising sign on the adjoining parking lot or on the Building as part of the Landlord's municipal marketing efforts.

10.19 No Construction against Preparer. This Lease shall not be interpreted in favor of either the Landlord or Tenant. Landlord and Tenant acknowledge that both parties participated fully in the mutual drafting of this Lease.

SECTION 11. RESPONSIBILITIES OF TENANT

11.1 Tenant Inspection. Tenant has inspected the Premises, the Building, the adjoining parking lot, and all related areas and grounds. Tenant is satisfied with the physical condition thereof. Tenant accepts Premises, the Building, the adjoining parking lot, and all related areas and grounds in "as-is" condition.

11.2 Custodial Services. Tenant shall be responsible for providing custodial services to the Premises. Tenant may also elect to work directly with Cook County to receive custodial services from Cook County or Cook County's contractor(s) and to reimburse Cook County for the costs of such services. Landlord shall not be a party to such discussions. Tenant acknowledges that Landlord shall not have any responsibility to provide custodial services.

11.3 General Condition. Tenant shall keep the Premises in a sanitary condition, free of insects, rodents, vermin, and other pests. Tenant shall be responsible for payment of any extermination services that may be required to resolve any issues that may arise from Tenant's

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failure to maintain the Premises in a sanitary condition, free of insects, rodents, vermin, and other pests.

11.4 Security Services. Tenant shall be responsible for providing security services to the Premises. Tenant may also elect to work directly with Cook County to receive security services from Cook County or Cook County's contractor(s) and to reimburse Cook County for such services. Landlord shall not be a party to such discussions. Tenant shall secure Tenant's property located within the Premises. Tenant shall abide by any security rules that may apply to the Building and/or the Premises. Tenant acknowledges that Landlord shall not have any responsibility to provide security services.

11.5 Access to Restrooms. Tenant acknowledges that the public restrooms immediately south of the Premises are restrooms which are available to all Building visitors and staff. Tenant shall not limit or otherwise interfere with access to the public restrooms.

11.6 Use of Phone Lines and Data Lines. Where possible, Tenant shall use Landlord's existing phone lines and data lines for Tenant's phone lines and data lines. If Tenant requires additional or new phone lines or data lines, Tenant shall pay for all costs required for such additional or new phone lines or data lines. Tenant shall also be responsible for removal or relocation of any of Landlord's phone lines or data lines that may be required for installation of Tenant's equipment. In the event that that Landlord elects to provide Tenant with access to Landlord's phone lines or data lines, the allocable costs attributable to Tenant's use of Landlord's phone lines and data lines shall be included as a reimbursable Operating Cost per Section 3.2 of this Lease.

11.7 Security Procedures. Landlord shall provide Tenant with a key and, if applicable, a security code, for Tenant's access to the Building entrance and the Premises. If Tenant desires to access the Premises before the Building opens or after it closes, it shall be the Tenant's responsibility to open and close and secure the Premises and/or the Building.

11.8 Building Rules. Tenant shall comply with all reasonable rules and regulations in promulgated in writing by Landlord for the Building, the Premises, and the adjoining parking lot.

11.9 Hours of Operation. Where reasonable, Tenant's hours of operations shall mirror Cook County's hours of operation.

11.10 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume responsibility for any repairs to the Premises and/or the Building and/or the parking lot necessitated by the negligence, vandalism, or misuse of the Premises and/or the Building by Tenant's employees, invitees, agents, clients, or contractors.

11.11 Fire Extinguishers, Smoke Detectors, and Carbon Monoxide Detectors. Tenant shall provide and maintain required fire extinguishers, smoke detectors, and carbon monoxide detectors on the Premises in accordance with applicable laws.

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11.12 Signage. Tenant may place exterior and interior signage on the Premises and/or the Building. Such signage and placement must be approved in writing by the Commissioner of the Department of Fleet and Facility Management.

11.13 Hazardous Materials. Tenant shall keep out of the Premises materials which may cause a fire hazard or safety hazard. Tenant shall not store any hazardous materials within the Premises or the Building. Tenant shall dispose of all medical wastes, if any, at Tenant's cost and in accordance with any applicable laws.

11.14 Illegal Activity. Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or the Building, is illegal, or increases the rate of insurance on the Premises or the Building.

11.15 No Alcohol or Illegal Drugs. Tenant agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Premises and/or Building by Tenant's staff, contractors, agents, invitees, or clients.

11.16 Licensing and Permits. For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. The Chicago Department of Public Health and the Department of Fleet and Facility Management must be notified of any such license or permit. Failure to obtain and maintain a required license or permit shall constitute a default of the terms of this Lease.

11.17 Full Liability. Tenant assumes full legal and financial responsibility and liability for any use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees, and clients entering the Premises or the Building.

11.18 Non-Discrimination. Tenant agrees that Tenant shall not discriminate on the basis of race, color, sex, age, religion, disability, national origin, sexual orientation, marital status, parental status, military discharge status, immigration status, or source of income. Tenant shall not use the Premises for any religious purposes.

11.19 Trade Fixtures. Tenant shall maintain Tenant's equipment and trade fixtures in the Premises in good condition. Upon the termination or cancellation of this Lease, Tenant shall remove Tenant's equipment and trade fixtures and shall repair any injury or damage to the Premises and/or the Building resulting from such removal. If Tenant does not remove Tenant's property, Landlord may, at its option, remove the same and deliver them to any other place of business of Tenant or warehouse the same. Tenant shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to Landlord on demand, or Landlord may treat such property as being conveyed to Landlord with this Lease serving as a bill of sale, without further payment or credit by Landlord to Tenant.

11.20 Condition on Surrender. Upon the termination or cancellation of this Lease, Tenant shall surrender the Premises to Landlord in a comparable or better condition to the

condition of the Premises at the beginning of Tenant's occupancy, with normal wear and tear excepted.

11.21 Future Site Development. Landlord's Department of Fleet and Facility Management is working on the possible conveyance of the Building, the Premises, and the adjoining parking lot to Cook County. In the event of such conveyance to Cook County, or to any other entity as determined exclusively by Landlord, this Lease shall terminate on the date of such conveyance. In such event, Tenant's sole remedy is to vacate the Premises. Tenant may work with the purchaser on a new lease, but Landlord shall not be a party to such discussions. Landlord is under no obligation to provide Tenant with alternative locations.

11.22 Economic Disclosure Statement and Affidavit ("EDS") Updates. Throughout the Lease Term and during any holding over periods, Tenant shall provide Landlord with any material updates to the information previously submitted in Tenant's Economic Disclosure Statement and Affidavit ("EDS"). Landlord may also request such updates from time to time. Failure to provide such information on a timely basis shall constitute a default under this Lease.

SECTION 12. TENANT DISCLOSURES AND REPRESENTATIONS

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

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

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Tenant that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Tenant, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in

control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

12.3 Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this 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 (Tenant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Lease by Tenant, (ii) while this Lease or any Other Contract is executory, (iii) during the term of this Lease or any Other Contract between Tenant and the City, or (iv) 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.

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

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

Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 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, Tenant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 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 City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Lease, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

For purposes of this provision:

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

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

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

Individuals are “Domestic Partners” if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

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

12.4 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge, its contractors and 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, Tenant'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 discretion of the Commissioner of the Department of Fleet and Facility Management. Such breach and default entitles the City to all remedies under the Lease, at law or in equity. This section does not limit Tenant's, general contractor's and its subcontractor's 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 City as grounds for the termination of this Lease, and may further affect the Tenant's eligibility for future contract awards.

12.5 Failure to Maintain Eligibility to do Business with City. Failure by Tenant 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 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Lease and the transactions contemplated thereby. Tenant shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

12.6 Cooperation with Inspector General and Legislative Inspector General. In accordance with Chapter 2-26-110 et seq. of the Municipal Code, the Tenant acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Office of the Inspector General and Office of the Legislative Inspector General in connection with any activities undertaken by such office with respect to this Lease, including, without limitation, making available to the Office of the Inspector General and the Office of the Legislative Inspector General the department's premises, equipment, personnel, books, records and papers. The Tenant agrees to abide by the provisions of Chapter 2-26-110 et seq.

12.7 Shakman Prohibitions.

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "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 Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Tenant is aware that City policy prohibits City employees from directing any directing any individual to apply for a position with Tenant, either as an employee or as a subcontractor, and from directing Tenant to hire an individual as an employee or as a subcontractor. Accordingly, Tenant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Tenant under

this Lease are employees or subcontractors of Tenant, not employees of the City of Chicago. 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 Tenant.

(iii) Tenant will not condition, base, or knowingly prejudice or affect any term or 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 Tenant by a City employee or City official in violation of Section 12.7(ii) above, or advocating a violation of Section 12.7(iii) above, Tenant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Lease. Tenant will also cooperate with any inquiries by IGO Hiring Oversight or the *Shakman* Monitor's Office related to the contract.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

LANDLORD:

THE CITY OF CHICAGO,
an Illinois Municipal Corporation and Home Rule Unit of Government

DEPARTMENT OF PUBLIC HEALTH

By: _____
Commissioner

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:

BY: DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel
Real Estate Division

TENANT:

THE THRESHOLDS,
an Illinois Not-for-Profit Corporation

By: _____

Name: _____

Its: _____

EXHIBIT A

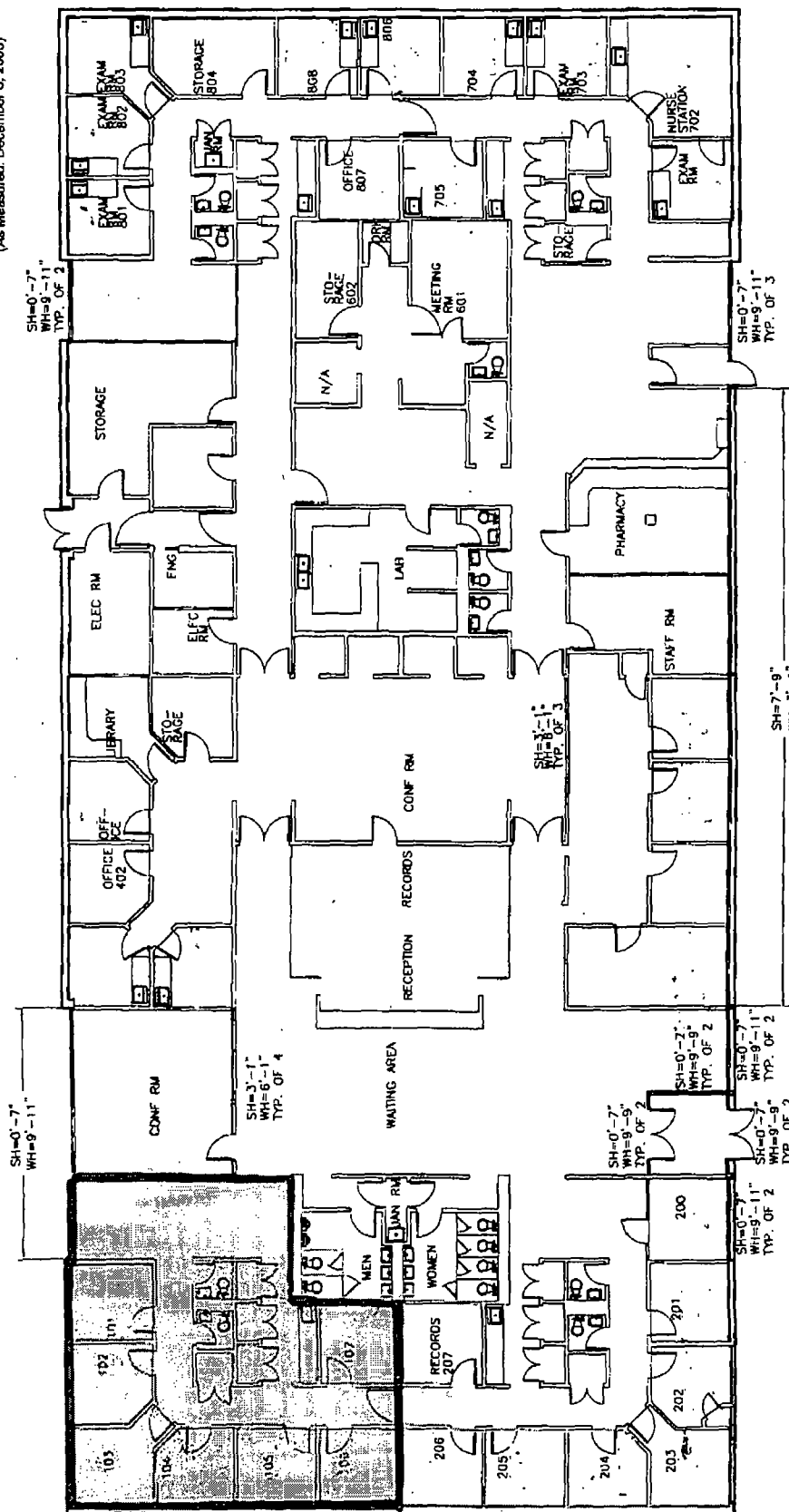
DEPICTION OF PREMISES
(Subject to Future Corrections)

WOODLAWN HEALTH CENTE
6337 S. WOODLAWN
CHICAGO, IL

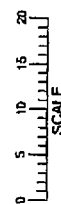
FIRST FLOOR

(As Measured: December 8, 2003)

OCCUPANCY PLAN



S WOODLAWN



Prepared By
LASERTECH Floor Plans
 TEL: (888) 393-6635
 FILE: 2003-222-30

PREPARED FOR:
 City of Chicago
 Dept. of General Services
 30 North LaSalle St.
 37th Floor
 Chicago, IL 60602
 Tel (312) 744-2708
 Fax (312) 744-8843

Survey Accuracy: +/- 0.12%

THE PREMISES

EXHIBIT B

ESTIMATED OPERATING COSTS FOR 2013

WOODLAWN NEIGHBORHOOD HEALTH CLINIC
6337 SOUTH WOODLAWN AVENUE
(subject to future adjustments)

<u>Operating Cost Type</u>	<u>Annual Expense</u>
Gas Service	\$0.00
Electricity Service	\$44,993.00
Engineering Services	\$11,424.40
Dumpster Services	\$176.00
<u>Mechanical Supplies</u>	<u>\$1,107.00</u>
	\$57,700.40

6337 South Woodlawn Avenue Premises = 10.39% of Building

6337 South Woodlawn Avenue Premises Annual Operating Costs (\$57,700.40 X 10.39%) =
\$5,995.07

6337 South Woodlawn Avenue Premises Monthly Operating Costs (\$5,995.07/12) = **\$499.59**

6337 South Woodlawn Avenue
The Thresholds, Inc.
Lease No. 20298

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.

HSG-



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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 ordinances authorizing the execution of lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-5391

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Lease agreement with Board of Education of City of Chicago for use of space located at 2111 W 47th St by Chicago Public Library
Committee(s) Assignment:	Committee on Housing and Real Estate

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 and the Commissioner of the Chicago Public Library are authorized to execute a Lease with the Board of Education of the City of Chicago governing the use of space located at 2111 West 47th Street by the Chicago Public Library and approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE

THIS LEASE is made and entered into this _____ day of _____, 2013 (the "Effective Date"), by and between, **THE BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate (herein referred to as "Landlord") and, **THE CITY OF CHICAGO**, a municipal corporation and home rule unit of government (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, the Public Building Commission of Chicago (the "PBC") has acquired the real property commonly known as 2111 West 47th Street, Chicago, Cook County, Illinois ("School Premises"); and

WHEREAS, the Public Building Commission of Chicago ("PBC") has constructed the Back of the Yards High School ("School") on the School Premises; and

WHEREAS, the Landlord is the beneficial owner of the School, and is in possession and control of the School; and

WHEREAS, Tenant does not have a Chicago Public Library Branch in the vicinity of the School Premises; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, the space within the School Premises that shall comprise a new Chicago Public Library branch, to be known as the "New Back of the Yards Library" and as depicted in **Exhibit A** attached hereto, for use and occupancy by the Tenant's Chicago Public Library subject to the schedule depicted in **Exhibit B**; and

WHEREAS, the PBC is not a party to this Lease; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220 *et. seq.*) authorizes municipalities and other branches of government to collaborate jointly in the effective delivery of public services.

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

SECTION 1. GRANT AND TERM

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

Approximately 9,000 square feet of space on the ground floor of the Back of the Yards High School located at 2111 West 47th Street, Chicago, Cook County, Illinois (part of PINs 20-07-107-002 through -016, -029, -034, -036 and -037 as depicted on **Exhibit A**, hereinafter referred to as the "Library Premises").

The term of this Lease ("Term") shall commence on the Effective Date, and shall end on June 30, 2018, unless sooner terminated as set forth in this Lease.

SECTION 2. RENT, TAXES, AND UTILITIES

2.1 Rent. Landlord shall not charge Tenant any Rent for its use of the space herein referred to as the Library Premises or any ancillary use of the School Premises as specifically authorized by this Lease.

2.2 Leasehold Taxes. To the extent that Tenant is not exempt from taxes or fees, Tenant shall pay when due any and all leasehold taxes or other taxes assessed or levied on the Library Premises assessed on or after the date of occupancy and in connection with this Lease or Chicago Public Library's use of the Library Premises. Tenant shall cooperate with Landlord in resolving any leasehold or other tax issues that may arise. Tenant shall not be responsible for any taxes assessed against third parties or the Landlord's use or ownership of the School Premises or any portion thereof other than the Library Premises, subject to the terms of the Lease.

2.3 Utilities and Other Services. Landlord shall provide water, electricity, and gas ("Utilities") for the Library Premises. Tenant shall reimburse Landlord for its actual Utilities costs, which as of the Effective Date are estimated to be \$1.59 psf for electricity and \$0.21 psf for gas (annual estimated cost of \$1.80 psf or \$16,200.00 total with monthly payments of \$1,350.00 during the first year of the Term). Such amount may be adjusted periodically by Landlord as its cost for Utilities change, but such adjusted amount shall not exceed Landlord's actual Utilities costs. Tenant shall pay when due all charges for telephone, cable, alarm systems, internet and all other communication systems that may be charged to the Library Premises during, or as a result of, Tenant's occupancy of the Library Premises. Tenant shall assume full responsibility for any other telephone or communication services used in, or supplied to, the Library Premises by or for Tenant.

SECTION 3. ENJOYMENT OF LIBRARY PREMISES, ALTERATIONS AND ADDITIONS, SURRENDER

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

3.2 Landlord's Duty to Maintain Library Premises and Right of Access. Unless otherwise provided in the Lease, Landlord shall, at Landlord's sole expense, keep the Library Premises in a condition of thorough good repair and order, and in compliance with all applicable provisions of the Municipal Code of Chicago. Landlord shall have the right of access to the Library Premises for the purpose of inspecting and making repairs to the Library Premises, provided that, except in the case of emergencies, Landlord shall first give notice to Tenant of Landlord's desire to enter the Library Premises for making repairs, or any portion thereof, and will schedule Landlord's entry so as to minimize any interference with Tenant's use of the Library Premises.

3.3 Use of the Library Premises. Tenant shall not use the Library Premises in a manner that would violate any law. Tenant further covenants not to do or suffer any waste or damage, to comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Library Premises or to the use or manner of use of the Library Premises.

Tenant shall not cause any disfigurement or injury to the School Premises, the Library Premises, or to any fixtures or equipment thereof. Tenant agrees that in utilizing the Library Premises that it shall not discriminate against any member of the public because of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, immigration status, or source of income or other basis prohibited by applicable law.

3.4 Alterations and Additions. At Tenant's sole cost, Tenant shall have the right to make such alterations, additions, and improvements on the Library Premises as it shall deem necessary, provided that any such alterations, additions, and improvements shall be in full compliance with the applicable law and provided that Tenant has obtained the prior written consent of Landlord before undertaking any such alterations, additions, and improvements. Landlord shall not unreasonably withhold consent.

SECTION 4. ADDITIONAL OBLIGATIONS OF TENANT

4.1 Nature of Premises. The School Premises shall be used as a high school and shall only be open to Landlord's students, staff, contractors and invitees. The Library Premises shall be a full-service Chicago Public Library branch and shall be open to the public, including Landlord's students, staff, contractors and invitees.

4.2 Staffing of Library Premises. As a full-service library branch, Tenant shall provide staffing sufficient to meet public needs and may elect to change the staffing levels at the Library Premises in its sole discretion but consistent with the demands at the Library Premises and staffing for other Chicago Public Libraries. Landlord, in its sole discretion, may provide personnel to assist only Landlord's students and employees in the Library Premises. Such personnel will be paid by Landlord and while assisting in the Library Premises will have full use of the amenities, resources and materials at the Library Premises but will not be permitted to collect fines, service the public nor check out materials for circulation.

4.3 Landlord's Students and Employees Use of the Library Premises.

A. Landlord will not permit any of its students to enter the Library Premises during school hours or during periods when the Library Premises are not open to the public, unless such students are accompanied by teachers or teacher's aides. Tenant will provide a key to Landlord for accessing the Library Premises for this purpose as well as any other access described in this Lease. Students will be able to check out materials through the self-checkout scanner using their Chicago Public Library card when such scanner is installed at the Library Premises.

B. Employees of Landlord shall be permitted and are authorized to access the Library Premises at any time during their normal work hours to utilize the Library Premises in connection with the performance of services for Landlord and its students. During hours when the Library Premises are not open to the public, Landlord's employees may not permit access to the Library Premises for any person other than Landlord's students, employees, agents, consultants or contractors.

4.4 Collection. The collection of materials within the Library Premises (the "Collection") shall be initially inventoried at sixty percent (60%) teen materials and forty percent (40%) non-teen materials. Tenant may elect to change the contents of the Collection at any time in its sole discretion, however, at all times the Collection shall (i) help support a standard high school curriculum, and (ii) be consistent with materials maintained by other Chicago Public Schools

high schools. Only Tenant's staff can perform any check out of any of the materials that comprise the Collection.

Tenant further agrees to make available in its Reserve/Reference section space for one copy of each textbook used in the School; such textbooks to be provided by Landlord at its sole expense. Such textbooks will not be permitted to be checked out by anyone.

4.5 Digital Learning Lab. The Library Premises shall include a digital learning lab similar in space and resources as other such labs available in other Chicago Public Libraries of a comparable size and volume.

4.6 Priority Use of Library Premises by the School. Tenant will try to accommodate the School's request for use of the Library Premises and will be given priority access for use of the Library Premises, subject only to use requests by the City of Chicago and for regularly scheduled events of Tenant.

4.7 Parking Lot Access. Landlord will designate eight (8) parking spaces in its parking lot (one of which will be a handicap accessible parking space) that will be designated for use by Tenant ("Tenant Parking Spaces"). Once the Tenant Parking Spaces are filled, employees, guests and invitees of Tenant must park elsewhere. Any vehicle in Landlord's parking lot that does not park in one of the Tenant Parking Spaces or does not have a sticker issued by the School shall be towed from the parking lot at the vehicle owner's expense.

Tenant will post signs in the Library Premises advising patrons and Tenant's employees that vehicles parked in Landlord's parking lot in other than Tenant's Parking Spaces may be towed. Tenant will provide the signage for the Tenant Parking Spaces.

Parking in Tenant Parking Spaces shall initially be available to parties determined by Tenant. However, in the event that Landlord encounters difficulties or issues with parties using the Tenant Parking Spaces, Tenant and Landlord agree that Landlord may unilaterally decide that the Tenant Parking Spaces shall be available solely for use by Tenant's employees.

4.8 Signage. Tenant may not place any signs in the School, other than in the interior of the Library Premises, without Landlord's prior written approval.

4.9 Custodial Service. Tenant shall provide and pay for custodial services to the Library Premises and will at all times keep the Library Premises in a clean and orderly condition. Landlord shall not have any custodial obligations relative to the Library Premises. Tenant shall not have any custodial obligations relative to the School Premises.

4.10 Illegal Activity. Tenant, and its agents and employees, shall not perform or permit any practice that is injurious to the Library Premises or School Premises, is illegal, or increases the rate of insurance on the Library Premises or School Premises.

4.11 Hazardous Materials. Tenant shall keep out of the Library Premises materials which cause a fire hazard or safety hazard and shall comply with reasonable requirements of Landlord's fire insurance carrier. Tenant shall not destroy, deface, damage, impair, or remove any part of the Library Premises or its fixtures.

4.12 Alarm Service and Security. Tenant acknowledges and agrees that the safety and security of the students at the School are of the highest importance and priority. Tenant

shall not have any security obligations relative to the School Premises, except where Tenant's employees, invitees and guests may gain access to the interior of the School or if the conduct of such parties may pose a risk to the School, its students, employees, invitees and/or guests.

Tenant at its own cost and expense, shall maintain at a minimum the security measures described on Exhibit E hereto and incorporated by reference herein. Landlord, in its sole, reasonable discretion and with thirty (30) days prior written notice to Tenant, may modify Exhibit E from time to time based upon security issues that arise in the School, Library Premises and/or community.

4.13 Extermination Services. Tenant shall provide and pay for extermination services to the Library Premises whenever necessary.

4.14 Condition on Surrender. Upon the termination or cancellation of this Lease, Tenant shall surrender the Library Premises to the Landlord in a comparable or better condition to the condition of the Library Premises at the beginning of Tenant's use, with normal wear and tear taken into consideration.

4.15 Trade Fixtures. Upon the termination or cancellation of this Lease by lapse of time, Tenant may remove Tenant's Property (as defined hereunder), personal property, trade fixtures, and equipment. Tenant shall repair any injury or damage to the Library Premises or School Premises which may result from such removal.

4.16 Reimbursement of Landlord's Building Engineer Costs. Except to extent that such repairs are caused by events described in Section 4.17 below, Landlord will provide, at Landlord's expense, engineering services to Tenant during the hours when the School is in session.

In the event that a building engineer is required to be at the School to provide engineering services for the Library Premises when the School is not in session, Tenant will reimburse Landlord for the cost of providing such services. As of the date of execution of this Agreement, the building engineer is paid a straight time hourly rate of \$50.35 per hour and time and a half overtime rate of rate of \$75.52 per hour. Such hourly rates may be adjusted from time to time in an amount equal to the increase in the costs for such services. Tenant shall be responsible for building engineer costs at the overtime rate due to the Library Premises being open on Saturdays. Landlord shall submit an invoice detailing such amounts to Tenant. Within forty-five (45) days of receipt of such invoice, Tenant shall provide Landlord with such payment.

4.17 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume all responsibility for any repairs to the Library Premises or School Premises necessitated by the negligence, vandalism, or misuse of the Library Premises or equipment therein by Tenant's employees, invitees, guests, agents, or contractors, but not by School's students. Landlord shall notify Tenant in writing of such damage. At Tenant's option, Tenant may perform such repairs with service providers approved by Landlord and at Tenant's sole cost without further setoff or deduction. In the alternative, Tenant may direct Landlord in writing to perform such repairs subject to full reimbursement from Tenant to Landlord of all costs associated with such repairs excluding any overhead and/or profit (unless such amount is included in any costs for repairs provided by someone other than Landlord's employee). Any repairs to the Library Premises or School Premises effectuated by Landlord under this section shall only be performed by Landlord upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management. Notwithstanding the foregoing, Landlord may

undertake such repairs to the Library Premises or School Premises subject to reimbursement by Tenant without Tenant's prior approval in the event of emergencies where further delay would damage either the Library Premises or the School Premises.

4.18 Tenant Payments to Landlord. Landlord will invoice Tenant for amounts owed to Landlord in connection with this Lease. Tenant will pay each invoice in full within forty-five (45) days of receipt of invoice. Landlord will advise Tenant where such payments should be sent.

If services were provided by a third party, Landlord will forward invoices for such services to Tenant and Tenant will promptly pay such amounts.

SECTION 5. ADDITIONAL LANDLORD RESPONSIBILITIES

5.1 Maintenance. Except as provided in Section 4.17 above, as part of Landlord's obligations, Landlord shall provide, at Landlord's expense, engineering services for the Library Premises during regular hours of the School. Engineering services as used herein shall refer strictly to services for the maintenance and repair of the physical plant that services the Library Premises.

5.2 Snow Removal. When there is a snowfall accumulation of two inches or more, Landlord shall provide and pay for removal of snow and ice from sidewalks which immediately abut the Library Premises and to the parking lot that services the Library Premises.

5.3 Landscaping. Landlord shall provide and pay for any landscaping services that may be required to the physical grounds which immediately abut the Library Premises.

5.4 Garbage Pick-up and Scavenger Service. Landlord shall provide garbage removal service and scavenger service to the Library Premises.

5.5 Heating. Landlord shall provide and pay for heating to the Library Premises whenever heating shall be necessary and/or required for the comfortable occupancy of the Library Premises. Landlord shall maintain the heating plant and equipment that services the Library Premises in good operable condition. The utilities cost for heating shall be included in the Utilities charge.

5.6 Air-Conditioning. Landlord shall provide and pay for air-conditioning to the Library Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Library Premises. Landlord shall maintain all the air-conditioning plant and equipment in good operable condition. The utilities cost for air conditioning shall be included in the Utilities charge.

SECTION 6. ASSIGNMENT, LIENS, INSURANCE AND INDEMNIFICATION

6.1 Assignment. Tenant shall not assign the Lease in whole or in part, or sublet the Library Premises or any part thereof without the prior written consent of Landlord in each instance.

6.2 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 Library Premises and/or the School Premises.

6.3 Tenant's Self-Insurance. Tenant is self-insured and will provide Landlord with a letter executed by an authorized official evidencing that Tenant is self-insured. This letter shall be tendered to Landlord when the Lease is executed.

6.4 Mutual Indemnification. Tenant and Landlord shall indemnify and hold each other harmless against all liabilities, judgment costs, damages, and expenses that may accrue against, be charged to, or be recovered from either party by reason of any negligent performance, willful misconduct or failure to perform any of their obligations under the Lease.

SECTION 7. EQUIPMENT, COMPUTERS, FURNITURE, AND COORDINATION

7.1 Tenant's Equipment, Computers, and Furniture. As part of the construction of the Library Premises, Tenant shall provide, at Tenant's expense, certain equipment, computers, and furniture to be used in the Library Premises (collectively "Tenant's Property"). A summary of Tenant's Property is attached hereto as **Exhibit C**. Tenant shall assume responsibility for any maintenance, repairs, or replacement of Tenant's Property, unless such repair or replacement is required as a result of Landlord's negligence, damage, misuse, or vandalism.

7.2 Landlord's Equipment, Computers, and Furniture. As part of the construction of the Library Premises, Landlord shall provide, at Landlord's expense, certain equipment, computers, and furniture to be used in the Library Premises (collectively "Landlord's Property"). A summary of Landlord's Property is attached hereto as **Exhibit D**. Landlord shall assume responsibility for any maintenance, repairs, or replacement of Landlord's Property, unless such repair or replacement is required as a result of Tenant's negligence, damage, misuse, or vandalism.

7.3 Internet. Tenant and Landlord will maintain separate and distinct internet/WiFi systems. Tenant will take all reasonable actions requested by Landlord to prevent "bleed over" of Tenant's wireless access beyond the Library Premises. In the event "bleed over" incidents occur, Tenant will promptly take all reasonable actions to eliminate such occurrences.

7.4 Coordination of Services. Landlord and Tenant shall cooperate on all matters impacting school operations within the School Premises and on all matters impacting library operations within the Library Premises.

SECTION 8. HOLDING OVER

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on July 1, 2018. During such holding over, all provisions of this Lease shall remain in full force and effect.

SECTION 9. DEFAULTS

9.1 Events of Default. Events of default ("Events of Default") include, but are not limited to, the following:

- A. Breach of any agreement, covenant, representation or warranty made by Tenant in this Lease;
- B. Failure of Tenant to perform in accordance with or comply with the terms and conditions of this Lease, including, but not limited to, the following:
 - i) Action or failure to act which affects the safety and/or welfare of individuals on or around the School Premises and/or Library Premises;
 - ii) Failure to maintain the Library Premises in a manner satisfactory to Landlord.
 - iii) Failure to make timely payments of amounts owed to Landlord within three (3) business days of written notice from Landlord that same is past due;
 - iv) Tenant fails to cure a non-monetary default within ten (10) days after written notice thereof to Tenant, or if such default cannot be cured within said ten (10) days then provided Tenant commences such cure within said period and diligently and continuously prosecutes the cure for same, then within any additional time granted by Landlord, not to exceed thirty (30) days to cure such default.

9.2 Landlord's Right to Cure Defaults. If Tenant fails to cure a default within the period required in the Lease, Landlord may, but shall not be obligated to, at any time, without further notice, cure any default by Tenant under this Lease, and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including, without limitation, reasonable attorneys' fees and expenses, shall be payable by Tenant within ten (10) days of Tenant's receipt of an invoice detailing such costs and expenses.

9.3 Effect of Waivers of Default. No consent or waiver, expressed or implied, by Landlord to or of any breach of any covenant, condition or duty of Tenant shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

SECTION 10. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

10.1 Conflict of Interest. No official or employee of the Tenant, nor any member of any board, commission or agency of the Tenant, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Library Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his/her position to influence any Tenant governmental decision or action with respect to this Lease.

10.2 Duty to Comply with Governmental Ethics Ordinance. Tenant and Landlord 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 Tenant 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 Tenant.

10.3 Landlord Inspector General. Tenant and Landlord acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of Landlord has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

10.4 Landlord Conflicts, Indebtedness, Ethics. This Lease shall not be legally binding on Landlord if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Landlord Board members during the one year period following expiration or other termination of their terms of office. Landlord's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated and made a part of this Lease. Landlord's Board of Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated and made a part of this Lease.

SECTION 11. MISCELLANEOUS

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

Chicago Public Library
Attn: Commissioner's Office
401 South State Street, 10th Floor
Chicago, Illinois 60605

With a copy to:

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

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

Board of Education of the City of Chicago
Department of Real Estate
125 South Clark Street, 17th Floor
Chicago, Illinois 60603

With a copy to:
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, IL 60603
Attention: General Counsel

or at such other place as Landlord may from time to time designate by written notice.

Any notice, demand or request which shall be served upon to any party, 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.

11.2 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.

11.3 Governing Law. This Lease shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Lease, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

11.4 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.

11.5 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.

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

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

11.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

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

11.10 Termination of Lease. Tenant and Landlord shall have the right to terminate this Lease for any reason without penalty any time after January 1, 2014, by providing each other with one one-hundred twenty (120) days prior written notice.

11.11 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 such event the time period shall be extended for the amount of time the Party is so delayed.

11.12 Amendments. This Lease may be amended in writing signed by 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.

11.13 No Other Rights. This Lease does not give Tenant any other right with respect to the Library Premises or the School Premises.

11.14 No Personal Liability. No elected or appointed official or member or employee or agent of the Tenant or Landlord shall be individually or personally liable in connection with this Lease because of their execution or attempted execution or because of any breach hereof. This limitation on liability survives any termination or expiration of this Lease.

11.15 Further Assurance. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Lease.

11.16 No Implied Waivers. No waiver by either Party of any breach of any provision of this Lease shall be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Lease. No notice to, or demand on, either Party in any case shall, of itself, entitle that Party to any further notice or demand in similar or other circumstances.

11.17 Parties' Interest/No Third Party Beneficiaries. This Lease shall be binding upon the Parties and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Lease shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and its successors and permitted assigns. This Lease should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Lease, nor any act of the Parties shall be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

11.18 Remedies Cumulative. The remedies of a Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such Party unless specifically so provided herein.

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

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government:

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

Date Signed: _____, 2013

CHICAGO PUBLIC LIBRARY

By: _____
Commissioner

Date Signed: _____, 2013

CHICAGO PUBLIC LIBRARY BOARD OF DIRECTORS

By: _____
President

Date Signed: _____, 2013

APPROVED AS TO FORM AND LEGALITY:

BY: THE DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel – Real Estate Division

BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate

By: _____
Liza Balistreri, Director of Real Estate

Date Signed: _____, 2013

COO Report #: 12-1207-COO1

Approved as to legal form:

By: _____
James Bebley, General Counsel

EXHIBIT A

DEPICTION OF LIBRARY PREMISES

EXHIBIT B

TENANT'S SCHEDULE OF USE*

Monday	10:00 a.m. – 6:00 p.m.
Tuesday	12:00 p.m. – 8:00 p.m.
Wednesday	10:00 a.m. – 6:00 p.m.
Thursday	12:00 p.m. – 8:00 p.m.
Friday	9:00 a.m. – 5:00 p.m.
Saturday	9:00 a.m. – 5:00 p.m.**

**These hours will incur overtime charges weekly.

The School and the New Back of the Yards Library will be closed the following holidays:

Martin Luther King Day
Lincoln's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
New Years Day

EXHIBIT C

SUMMARY OF TENANT'S PROPERTY IN THE LIBRARY PREMISES
(To Follow)

EXHIBIT D

SUMMARY OF LANDLORD'S PROPERTY IN THE LIBRARY PREMISES
(To Follow)

EXHIBIT E

SECURITY

Tenant agrees to maintain at a minimum the following security measures:

1. The door that is on the common wall on the first floor between the School Premises and Library Premises will be locked unless Landlord's students, staff, contractors or guests desire to enter or exit the Library Premises.
2. At all times that the Library Premises are open to the public, Tenant will cause there to be continuous security guard coverage in the Library Premises at Tenant's expense; there will be no lapse in coverage due to lunch periods, breaks or other events. In the event that a scheduled security guard fails to report to work, Tenant will immediately arrange to have a substitute so as to have continuous security coverage as well as back up security guard coverage in the Library Premises.
3. Approximately 13 cameras will be located throughout the Library Premises. The servers that support the camera system will be located in the main distribution frame room located in the School. The camera system will be partitioned to allow Landlord to have sole access to their security cameras and for Tenant to have sole access to their security cameras. Upon written request from Tenant, Landlord will furnish copies of video footage to Tenant.
4. A metal detector will be located at the front main entrance of the Library Premises. In the event that Landlord unilaterally desires that the location of the metal detector be moved to a location other than the front main entrance, such move will be paid for by Landlord.
5. All exit doors from the Library Premises will have an alarm that will activate when door is opened.
6. Tenant will install a separate security alarm system for the Library Premises, paid for and maintained by Tenant. All exit doors from the Library Premises will be alarmed and windows will be protected by motion sensors. Any exits from the Library Premises that provide access to the School will send immediate notification of alarm activation to both Landlord and Tenant.
7. Prior to the opening of the Library Premises to the public, Tenant and Landlord will develop a shared facilities training module for security guards and staff addressing critical issues including safety response, disaster drills, protocols in the event of an activation of the metal detector and for emergencies.

**2111 West 47th Street
Chicago Public Library
Lease No. 19051**

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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 ordinances authorizing the execution of lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-5392

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Lease agreement with Irving Sterling Venture, LLC for use of property located at 3548 W Irving Park Rd by Chicago Public Library
Committee(s) Assignment:	Committee on Housing and Real Estate

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease with Irving Sterling Venture, LLC, governing the City's use of property located at 3548 West Irving Park Road by the Chicago Public Library; such Lease to be approved by the Commissioner of the Chicago Public Library and approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE

THIS LEASE is made and entered as of the ____ day of _____ 2013, by and between **IRVING STERLING VENTURE LLC**, an Illinois limited liability company ("Irving"), **CHICAGO TITLE LAND TRUST COMPANY** not personally but solely as Trustee under a Trust Agreement dated March 28, 2005 and known as Trust Number 132968 ("Land Trust") and the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of local government (hereinafter referred to as "Tenant" or "City").

RECITALS

WHEREAS, Land Trust is the owner of the premises more commonly known as 3548 West Irving Park Road, Chicago, Cook County, Illinois; and

WHEREAS, Irving is the beneficiary of Land Trust; and

WHEREAS, Irving and Land Trust are collectively referred to in this Lease as "Landlord"; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately 8,888 square feet of ground floor space located at 3548 West Irving Park Road, Chicago, Illinois, to be used as the Independence Branch of the Chicago Public Library.

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 the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 8,888 square feet of ground floor space located at 3548 West Irving Park Road, Chicago, Illinois, to be used as the Independence Branch of the Chicago Public Library (the "Premises"). The location of the Premises is cross-hatched in black on the drawing attached hereto and made a part hereof as Exhibit A. The Permanent Real Estate Tax Index Numbers for the real estate in which the Premises is located, as assigned by the Cook County Assessor's Office, are 13-14-424-031-0000 and 13-14-424-032-0000 (Volume 337);

SECTION 2. TERM

The term of this Lease ("Term") shall commence on July 1, 2013 ("Commencement Date") and shall end on December 31, 2016 unless sooner terminated as set forth in this Lease.

SECTION 3. RENT, TAXES, AND UTILITIES

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

(a) Seven Thousand Seven Hundred and 00/100 Dollars (**\$7,700.00**) per month for the period beginning on July 1, 2013 and ending on December 31, 2013;

(b) Eight Thousand One Hundred Ninety-Six and 42/100 Dollars (**\$8,196.42**) per month for the period beginning on January 1, 2014 and ending on December 31, 2014;

(c) Eight Thousand One Hundred Twenty-Five and 45/100 Dollars (**\$8,125.45**) per month for the period beginning on January 1, 2015 and ending on December 31, 2015; and

(d) Eight Thousand Three Hundred Sixty-Nine and 21/100 Dollars (**\$8,369.21**) per month for the period beginning on January 1, 2016 and ending on December 31, 2016.

Rent shall be paid monthly in advance to Irving Sterling Venture LLC at 2701 West Peterson Avenue, Chicago, Illinois 60659-3995, or at such place and to such payee as Irving may from time to time designate in writing to Tenant.

3.2 Taxes and Other Levies. Subject to Tenant's reimbursement obligations as outlined below in Paragraph 3.3 (c), Landlord shall pay when due all real estate taxes, special assessments, and other levies assessed by government authorities against the Premises, except for those charges which this Lease specifies that Tenant shall pay.

3.3 Reimbursement of Costs. In addition to the base rent set forth in Paragraph 3.1 above of this Lease, Tenant shall pay to Landlord upon Landlord's request from time to time after the commencement of the term of this Lease:

(a) Thirty-Two Percent (32%) of the amount paid by Landlord for cleaning, lighting and snowplowing the sidewalk around the Premises, alley, as well as the adjoining parking areas.

(b) One Hundred Percent (100%) of the amount paid by Landlord to the City of Chicago and/or any other authority for water and sewer services supplied to the Premises as measured by the submeter on the Premises.

(c) Thirty-Two Percent (32%) of the amount by which the real estate taxes levied or assessed for each calendar year partly or wholly within the term of this Lease against the shopping center in which the Premises is located exceed the real estate taxes for such shopping center for the calendar year 1994, payable in 1995, except that in the event Tenant or Landlord terminate this Lease pursuant to Paragraph 7.1 or Paragraph 10.10 of this Lease, such amount levied for the calendar year in which the last date of this Lease occurs shall be pro-rated based on the number of months during the year in which the termination occurred.

Each request by Landlord for a payment pursuant to the foregoing provisions of this Section 3.3 shall be accompanied by reasonable documentation to support the payment request by Landlord. In addition, any request by Landlord for a real estate tax reimbursement pursuant to the foregoing subparagraph (c) with respect to any year after 1994 shall be made by Landlord to Tenant within ninety (90) days after the payment by Landlord of the second installment real estate tax bill for the Premises for such year after 1994.

3.4 Utilities. Tenant shall pay when due all charges for electricity, light, gas, heat, power, 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, AND SURRENDER

4.1 Condition of Premises Upon Delivery of Possession. Landlord covenants that at the time possession of the Premises was tendered by Landlord to Tenant pursuant to the Original Lease (as defined below) the Premises were in compliance with all laws, ordinances and regulations of all federal, state and municipal governmental authority which were applicable to the Premises at the time possession of the Premises was so tendered from Landlord to Tenant. "Original Lease" means that certain Lease dated February 1, 1995 by and between Standard Property Associates L.P., American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust No. 39379, and the City of Chicago.

4.2 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.

4.3 Landlord's Duty to Maintain Premises and Right of Access. If Landlord shall fail to perform any of Landlord's obligations under Section 11 of this Lease within ten (10) business days after written notice of such failure is given by Tenant to Landlord unless such obligation cannot be remedied within such ten (10) business days and Landlord shall have commenced and is diligently pursuing all necessary action to perform such obligation, Tenant is then authorized to perform such obligation which Landlord has failed to perform and Landlord will promptly, and within ten (10) business days of demand, reimburse Tenant for the reasonable cost thereof. Landlord shall have the right of access to the Premises for the purpose of inspecting and performing such obligations, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of Landlord's desire to enter the Premises and Landlord will schedule its entry so as to minimize to the extent reasonably practicable any interference with Tenant's use of the Premises.

4.4 Use of the Premises. Tenant shall use the Premises as the Independence Branch of the Chicago Public Library. Tenant shall not use the Premises in a manner that would violate any law. Tenant further covenants (a) not to do or suffer any waste or damage, (b) to comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, and (c) not to perform or permit disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations and Additions. Tenant shall have the right to make such alterations, additions, and improvements in the Premises at Tenant's cost and expense as Tenant shall deem necessary, provided that any such alterations, additions, and improvements shall be in full compliance with the applicable law and shall not be structural in nature. In addition, Tenant

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must secure Landlord's prior written consent with respect to said alterations, additions, and improvements prior to performing any of said alterations, additions, and improvements.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

5.1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof without the prior written consent of Landlord in each instance. Landlord shall not unreasonably withhold its consent to any such subletting or assignment.

5.2 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.

The kinds and amounts of insurance required are as follows:

(a) Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance, in accordance with the laws of the State of Illinois-covering all Landlord's employees and Employer's Liability coverage with limits of not less than \$100,000 for each accident or illness in connection with work performed by Landlord.

(b) Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. The City of Chicago is to be named as additional insureds on a primary, non contributory basis for any liability arising directly or indirectly from this 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 by Landlord, the Landlord shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage caused by such vehicles.

(d) Property Insurance. Property insurance coverage shall be maintained by the Landlord for full replacement value covering the building in which the Premises is located to protect against loss, damage to or destruction of such building.

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. Within thirty (30) days after receipt of written request from Tenant, the Landlord will furnish the City of Chicago, Department of Fleet and Facility

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Management, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602, a Certificate of Insurance evidencing the required coverage to be in force on the date of this Lease. The Landlord shall submit evidence on insurance prior to the commencement of the Term. The receipt of any certificates does not constitute agreement by the City 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 City to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by the City. Non-conforming 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.

The Insurance shall provide that should any of the applicable policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

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

The Landlord agrees that Landlord shall waive the right of subrogation against the City of Chicago.

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 with 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.

6.3 Landlord's Indemnification. Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this Lease.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction. If the Premises is damaged or destroyed by fire or other casualty or event to such extent that Tenant cannot continue occupancy or conduct its normal business therein, and if such damage or destruction is not repaired by Landlord or Tenant within ninety (90) days after the occurrence of such damage or destruction, then Tenant or Landlord shall have the option within one hundred (100) days after the occurrence of such damage or destruction to declare this Lease terminated as of the date of such damage or destruction by giving the other party written notice to such effect. If Tenant or Landlord exercises this option,

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the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent. In any event, rent payable by Tenant under this Lease shall abate during the period the Premises are rendered untenantable by such damage or destruction in proportion to the number of square feet of floor space in the Premises that are untenantable as the result of such fire or other casualty.

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; nor shall any such official, employee, or member participate in making or in any way attempt to use his/her position to influence any City 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 the date the Term ends and the base monthly rent shall be at the same rate as set forth in Section 3.1 (d) of this Lease. During any holding over period, Tenant shall also be responsible for the Reimbursement of Costs as set forth in Section 3.3 of this Lease and any other amounts payable by Tenant under this Lease.

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 - Suite 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:

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Irving Sterling Venture LLC
2701 West Peterson Avenue
Chicago, Illinois 60659-3995
Attn: Mr. Franklin L. Friedman

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.

10.2 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.

10.3 Governing Law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

10.4 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 signed by the Landlord and Tenant.

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.

10.6 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.

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

10.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

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

10.10 Termination of Lease. Each of Tenant and Landlord shall have the right to prematurely end the Term by providing the other party to this Lease with one hundred eighty

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days (180) prior written notice any time after December 31, 2014. Such early termination shall be without prepayment or penalty.

10.11 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.

10.12 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 as the result of said termination.

10.13 No Broker. Tenant warrants to Landlord that no broker or finder (a) introduced Tenant to the Premises, Irving or Franklin L. Friedman, (b) assisted Tenant in the 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, except for Franklin L. Friedman, no broker or 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. Landlord hereby discloses to Tenant that Franklin L. Friedman has a financial interest in Landlord, is a licensed Illinois real estate broker, and is not claiming any commission as a result of this Lease.

10.14 Prior Lease. Landlord and Tenant acknowledge and agree that the Tenant has leased and occupied the Premises under a Lease dated November 28, 2007 (the "Prior Lease"). Since the expiration of the Prior Lease on December 31, 2011, Tenant has continued to occupy the Premises under the terms of the Prior Lease and paid base rent in the amount of \$7,219.36 per month plus other reimbursable costs. Landlord and Tenant each acknowledge and agree that, except for certain reimbursements for water and sewer, 2012 real estate taxes (payable in 2013), and 2013 real estate taxes (payable in 2014) owed or payable from Tenant to Landlord, as of May 1, 2013 (i) the other party to the Prior Lease has performed all such party's obligations under the Prior Lease and (ii) neither party has any claims against the other with respect to the Prior Lease.

SECTION 11. ADDITIONAL RESPONSIBILITIES OF LANDLORD

11.1 Landlord's Responsibilities. Landlord shall perform the following (subject to the provisions of Paragraph 11.3 of this Lease):

(a) Provide water to the Premises;

(b) Provide any required maintenance to the foundation and brick portions (other than doors and windows) of the exterior masonry structural walls of the Premises and repair any leak in the roof of the Premises; and

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(c) Clean the sidewalk in front of the Premises to the same extent that Landlord provides such service to the other tenants in the shopping center in which the Premises are located.

11.2 Landlord's Additional Responsibilities. In addition to the responsibilities noted above, Landlord shall also perform the following (subject to the provisions of the Paragraph 11.3 of this Lease):

(a) Within ninety (90) days following receipt of written request from Tenant, Landlord (on a one-time basis) shall paint the lobby, circulation desk area, restrooms, and staff room in the Premises in a standard Behr paint color selected by Tenant. Tenant acknowledges and agrees that such painting work shall be performed by employees of an affiliate of Landlord and on days and at hours selected by Landlord between 6:00 a.m. and 4:00 p.m. on Landlord's standard business days. Tenant acknowledges and agrees that Landlord shall only be required to perform such painting work if Tenant delivers keys to the Premises to Landlord, Tenant closes the Premises to the public for all hours during which Landlord is performing painting work in the Premises, and Tenant removes all furniture and other personal property from the rooms in the Premises to be painted by Landlord.

(b) Replace ceiling tiles on an as-needed basis in the front window area along the south wall of the Premises as requested in writing by Tenant to the extent such replacement is needed as a result of a leak in the roof.

11.3 Qualifications. Notwithstanding anything to the contrary set forth in the preceding Paragraph 11.1 and 11.2 of this Lease:

(a) Landlord shall only be required to perform any of Landlord's obligations pursuant to the preceding Paragraphs 11.1 and 11.2 of this Lease within a reasonable period of time (considering Acts of God and other occurrences beyond Landlord's control) after Landlord receives from Tenant written notice identifying the need for the performance of such obligation;

(b) Landlord shall only be required to perform such exterior obligations if the exterior weather conditions are conducive for the performance of such obligation;

(c) Landlord shall only be required to perform such obligation if the need for the performance of such obligation is not caused by any act or neglect of Tenant or any of Tenant's employees, contractors, agents, representatives, invitees or any person or entity holding by, through or under Tenant; and

(d) Landlord shall not be liable to Tenant for any damage to any property of Tenant or for any loss of business in or use of the Premises caused by any leak in the roof of the Premises or the need for the performance by Landlord of any obligation.

SECTION 12. ADDITIONAL RESPONSIBILITIES OF TENANT

12.1 Tenant's Responsibilities. Tenant, at Tenant's cost and expense, shall at all times during the term of this Lease:

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(a) Replace any broken glass on, in or about the Premises (including glass in any walls, doors and windows) provided that said damage was not caused by Landlord or Landlord's employees or attributable to Landlord negligence or Landlord's employee's negligence;

(b) Provide nightly custodial services for the Premises which shall be construed as cleaning, scavenger, exterminator, window and other washing, emptying wastepaper baskets, replacement of light bulbs and tubes and lighting ballasts and sweeping of any kind;

(c) Maintain and repair in operating condition the Premises and all parts thereof, including without limitation the heating, air-conditioning, lighting, electrical, plumbing and other equipment, fixtures, parts and/or systems in or for the Premises (except for Landlord's obligations under Section 11 of this Lease);

(d) Upon the termination of this Lease, surrender the Premises to Landlord in a comparable condition that existed at the Premises at the beginning of the term of the Original Lease, with normal wear and tear taken into consideration;

(e) Allow Landlord to place upon the Premises rental signs each not to exceed 2 feet square in size;

(f) Provide monthly alarm service, if determined to be necessary by Tenant;

(g) Not perform or permit any practice than may (i) damage the reputation of, or otherwise be injurious to, the Premises or neighborhood, or (ii) be disturbing to other tenants, or (iii) be illegal, or (iv) increase the rate of insurance on the Premises; and

(h) Keep out of the Premises materials which cause a fire hazard or safety hazard; Comply with reasonable requirements of Landlords' fire insurance carrier; Not destroy, deface, damage, impair, or remove any part of the Premises or facilities, equipment or appurtenances thereto; and Maintain any smoke detectors in the Premises in accordance with applicable law.

SECTION 13. ADDITIONAL CLAUSES

13.1 Lease Supremacy. Landlord and Tenant acknowledge that except as expressly set forth in this Lease, this Lease supersedes any prior leases for the Premises between Tenant and Landlord or Landlord's predecessor-in-interest. Except as expressly set forth in this Lease, the prior leases are null and void and of no further force or effect.

13.2 Non-disturbance and Attornment Agreement. In the event that the Premises are subject to a mortgage as of the date of this Lease, a non-disturbance and attornment agreement will be obtained from any mortgagee(s) at that time.

13.3 Closure of Library. Landlord, at Landlord's option may (but shall not be obligated to) perform maintenance and/or other work from time to time during the term of this Lease to the front masonry wall of the building in which the Premises is located. If Landlord delivers two weeks prior written notice to Tenant requesting that Tenant close the library during the period in which Landlord is performing such work, Tenant (at Tenant's cost and expense) shall close the library during such period. If Landlord so notifies Tenant in writing that Landlord

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is requiring Tenant to so close the library, the base rent payable under this Lease shall abate during such period that Landlord requires Tenant to so close.

13.4 Tenant's Obligations. Notwithstanding anything to the contrary contained in this Lease, Tenant shall perform all of Tenant's obligations under the Prior Lease accruing through the Commencement Date, including without limitation paying to Landlord all rent and Tenant's share of common area maintenance charges, water and sewer fees and real estate taxes for the calendar year 2012 (payable in 2013) and the calendar year 2013 (payable in 2014).

SECTION 14. DISCLOSURES AND REPRESENTATIONS

14.1 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 City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this 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 2-145-030 (b) has occurred with respect to this Lease or the transactions contemplated hereby.

14.2 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 City 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.

14.3 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

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(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.

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 City approached Landlord, or the date Landlord approached the City, 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 City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this 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 Closing, the City 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 City 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.

(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.

14.4 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 Commissioner of the Department of Fleet and Facility Management. Such breach and default entitles the City 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 City as grounds for the termination of this Lease, and may further affect the Landlord’s eligibility for future contract awards.

14.5 Failure to Maintain Eligibility to do Business with City. 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.

14.6 Cooperation with Office of Inspector General and Legislative Inspector General.
It is the duty of Landlord and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such grantee, subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code, and to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Landlord represents and warrants that it understands and will abide by all provisions of Chapter 2-55 and Chapter 2-56 of the Municipal Code and that Landlord will inform its Contractors and Subcontractors of this provision and include a provision requiring their compliance with such Chapters 2-55 and 2-56 in any written agreement between Landlord and its Contractors and Subcontractors.

14.7 Shakman Prohibitions.

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "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 Shakman Accord and the City Hiring Plan prohibit 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 of Chicago. 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.

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(iv) In the event of any communication to Landlord by a City employee or City official in violation of Section 14.7(iii) above, or advocating a violation of Section 14.7(iii) above, Landlord will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Lease. Landlord will also cooperate with any inquiries by IGO Hiring Oversight or the *Shakman* Monitor's Office related to this Lease.

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

LANDLORD:

IRVING STERLING VENTURE LLC,
an Illinois limited liability company

By: MF Properties LLC, an Illinois limited liability company, its Manager

By: _____
Franklin L. Friedman, Manager of MF Properties LLC

CHICAGO TITLE LAND TRUST COMPANY not personally but solely as
Trustee under a Trust Agreement dated March 28, 2005 and known as Trust
Number 132968

By: _____

Title: _____

TENANT:

CITY OF CHICAGO,
an Illinois Municipal Corporation and Home Rule Unit of Government

BY: THE DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

APPROVED: THE CHICAGO PUBLIC LIBRARY

By: _____
Commissioner

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**APPROVED: THE CHICAGO PUBLIC LIBRARY
BOARD OF DIRECTORS**

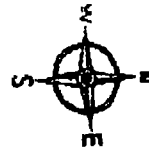
By: _____
President

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

By: _____
**Deputy Corporation Counsel
Real Estate Division**

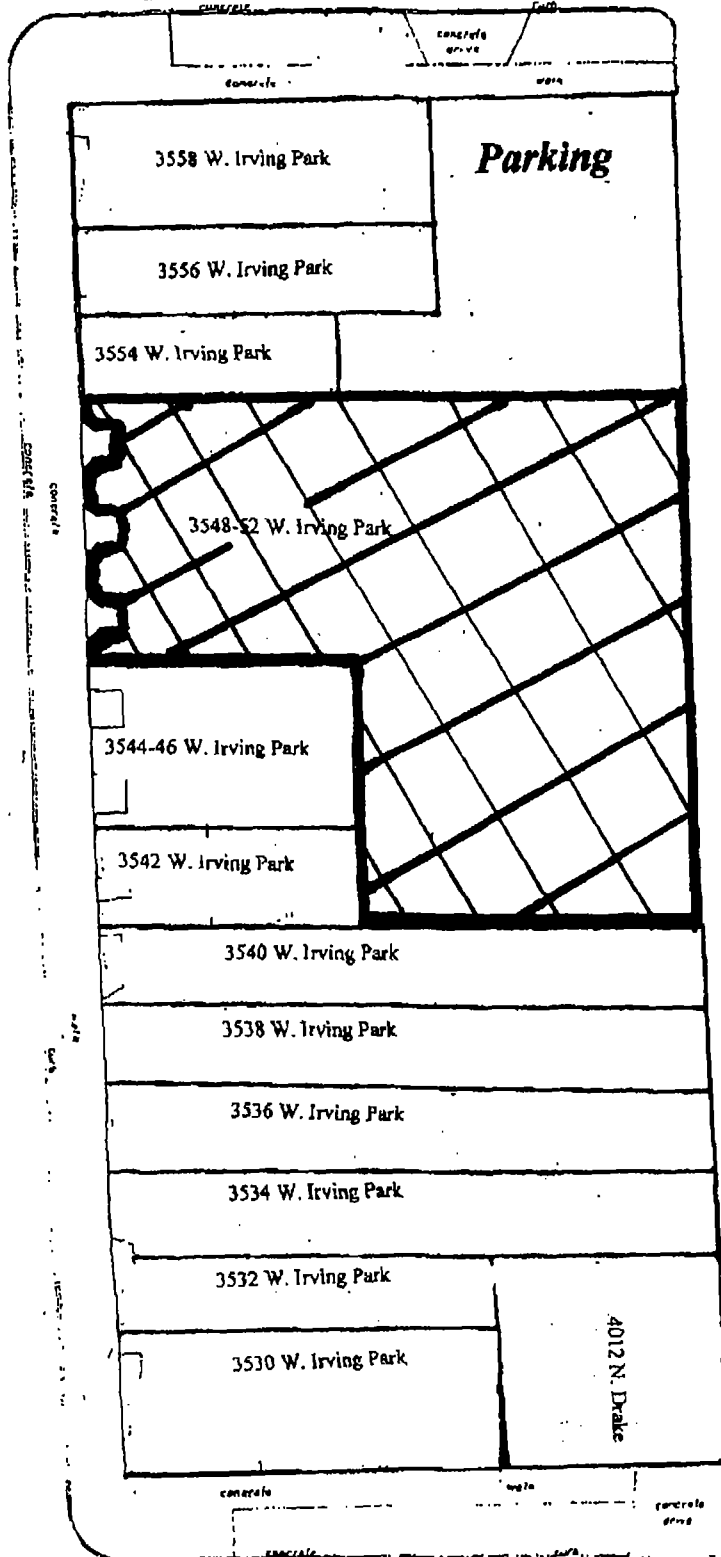
EXHIBIT A

North Central Park Avenue



IRVING PLAZA

West Irving Park Road



Parking

North Drake Avenue

4012 N. Drake

**3548 West Irving Park Road
Chicago Public Library
Lease No. 19007**

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.

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

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

MF Properties LLC, an Illinois limited liability company

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant
OR

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

3. ☒ a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: Irving Sterling Venture LLC, an Illinois limited liability company

B. Business address of the Disclosing Party: 2701 W. Peterson Ave.
Chicago, Illinois 60659

C. Telephone: 773.271.1789 Fax: 773.271.2172 Email: dauidesterling-properties.net

D. Name of contact person: David Friedman

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

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

Lease of 3548 West Irving Park Road, Chicago, Illinois for use as a Chicago Public Library Lease Number 19007

G. Which City agency or department is requesting this EDS? Department of General Services

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Illinois

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

☐ Yes ☐ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

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

Name

Franklin L. Friedman

Title

Manager

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
Franklin L. Friedman	2701 W. Peterson Ave., Chicago, IL 60659	33.8%
Rachel L. Friedman	2701 W. Peterson Ave., Chicago, IL 60659	29.9%
David J. Friedman	2701 W. Peterson Ave., Chicago, IL 60659	18.15%
Matthew G. Friedman	2701 W. Peterson Ave., Chicago, IL 60659	18.15%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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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 five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

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

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

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

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

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

N/A



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

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

N/A

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

The following aggregate campaign contributions were made between January 1, 2012 and May 3, 2013 by Disclosing Party or an affiliate of Disclosing Party: (A) \$600 to Citizens to Elect John Arena; (B) \$500 to Citizens for John Arena; (C) \$500 to Citizens for Mell; (D) \$150 to 33rd Ward Regular Democrat Organization; (E) \$500 to Citizens for Cappleman; and (F) \$100 to GC Chicago Coalition (for the benefit of Alderman Colon).

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to



comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.



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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes ☐ No

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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



SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

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

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

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

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

The Disclosing Party represents and warrants that:



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

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

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

MF Properties LLC, an Illinois limited liability company
(Print or type name of Disclosing Party)

By: Franklin L. Friedman

(Sign here) Franklin L. Friedman, Manager of MF Properties LLC

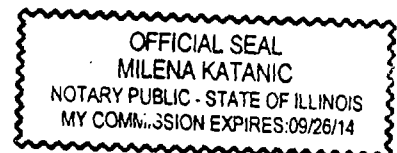
Franklin L. Friedman
(Print or type name of person signing)

Manager of MF Properties LLC
(Print or type title of person signing)

Signed and sworn to before me on (date) 3rd, May 2013
at Cook County, Illinois (state).

Milena Katanic Notary Public.

Commission expires: 9/26/14



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" 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**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Standard Property Associates L.P., an Illinois limited 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 holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Irving Sterling Venture LLC, an Illinois limited liability company
OR

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

B. Business address of the Disclosing Party: 2701 W. Peterson Ave.
Chicago, Illinois 60659

C. Telephone: 773.271.1789 Fax: 773.271.2172 Email: davidesterling-properties.net

D. Name of contact person: David Friedman

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

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

Lease of 3548 West Irving Park Road, Chicago, Illinois for use as a Chicago Public Library Lease Number 19007

G. Which City agency or department is requesting this EDS? Department of General Services

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

Specification # _____ and Contract # _____



SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Illinois

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

☐ Yes

☐ No

☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

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

Name

Title

MF Properties LLC an Illinois limited liability company General Partner

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



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

Name	Business Address	Percentage Interest in the Disclosing Party
Franklin L. Friedman	2701 W. Peterson Ave., Chicago, IL 60659	30.5% direct ownership
Rachel L. Friedman	2701 W. Peterson Ave., Chicago, IL 60659	30.5% direct ownership
David J. Friedman	2701 W. Peterson Ave., Chicago, IL 60659	19% direct ownership
Matthew C. Friedman	2701 W. Peterson Ave., Chicago, IL 60659	19% direct ownership
MF Properties LLC, an Illinois limited liability company	2701 W. Peterson Ave., Chicago, IL 60659	1% direct ownership

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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



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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

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



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

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

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



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

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

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

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

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

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

N/A



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

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

N/A

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

The following aggregate campaign contributions were made between January 1, 2012 and May 3, 2013 by Disclosing Party or an affiliate of Disclosing Party: (A) \$600 to Citizens to Elect John Arena; (B) \$500 to Citizens for John Arena; (C) \$500 to Citizens for Mell; (D) \$150 to 33rd Ward Regular Democratic Organization; (E) \$500 to Citizens for Capleman; and (F) \$100 to GC Chicago Coalition (for the benefit of Alderman Colon).

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

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

N/A



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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes ☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☒ No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to



comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.



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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes ☐ No

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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



SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

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

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

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

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

The Disclosing Party represents and warrants that:



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

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

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Standard Property Associates LP, an Illinois limited partnership

(Print or type name of Disclosing Party)

By: MF Properties LLC, an Illinois limited liability company, its General Partner

By: Franklin L. Friedman

(Sign here) Franklin L. Friedman, Manager of MF Properties LLC

Franklin L. Friedman

(Print or type name of person signing)

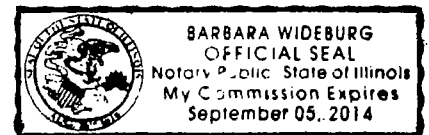
Manager of MF Properties LLC

(Print or type title of person signing)

Signed and sworn to before me on (date) MAY 6, 2013.
at COOK County, ILLINOIS (state).

Barbara Wideburg Notary Public.

Commission expires: 9/5/2014.



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" 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**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Irving Sterling Venture LLC, an Illinois limited liability company

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

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

OR

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

B. Business address of the Disclosing Party:

2701 West Peterson Ave.
Chicago, Illinois 60659

C. Telephone: 773.271.1789 Fax: 773.271.2172 Email: dauidsterling-properties.net

D. Name of contact person: David Friedman

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

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

Lease of 3548 West Irving Park Road, Chicago, Illinois for use as a Chicago Public Library
Lease Number 19007

G. Which City agency or department is requesting this EDS? Department of General Services

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

Specification # _____ and Contract # _____



SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Illinois

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

☐ Yes ☐ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

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

Name	Title
<u>MF Properties LLC, an Illinois limited liability company</u>	<u>Manager</u>

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

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

Name	Business Address	Percentage Interest in the
Disclosing Party		
Standard Property Associates L.P., an Illinois limited partnership	2701 W. Peterson Ave. Chicago, IL 60659	100% direct ownership
MF Properties LLC, an Illinois limited liability company	2701 W. Peterson Ave. Chicago, Illinois 60659	1% indirect ownership
Franklin L. Friedman	2701 W. Peterson Ave., Chicago, IL 60659	30.5% indirect ownership
Rachel L. Friedman	2701 W. Peterson Ave., Chicago, IL 60659	30.5% indirect ownership
David J. Friedman	2701 W. Peterson Ave., Chicago, IL 60659	19% indirect ownership
Matthew C. Friedman	2701 W. Peterson Ave., Chicago, IL 60659	19% indirect ownership

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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



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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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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 five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

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

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

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

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

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

N/A



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

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

N/A

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

The following aggregate campaign contributions were made between January 1, 2012 and May 3, 2013 by Disclosing Party or an affiliate of Disclosing Party: (A) \$600 to Citizens to Elect John Arena; (B) \$500 to Citizens for John Arena; (C) \$500 to Citizens for Mell; (D) \$150 to 33rd Ward Regular Democratic Organization; (E) \$500 to Citizens for Capodanno; and (F) \$100 to GC Chicago Coalition (for the benefit of Alderman Colon).

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to



comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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



SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

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

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

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

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

The Disclosing Party represents and warrants that:



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

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

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Irving Sterling Venture LLC, an Illinois limited liability company

(Print or type name of Disclosing Party)

By: MF Properties LLC, an Illinois limited liability company, its Manager

By: Franklin L. Friedman

(Sign here) Franklin L. Friedman, Manager of MF Properties LLC

Franklin L. Friedman

(Print or type name of person signing)

Manager of MF Properties LLC

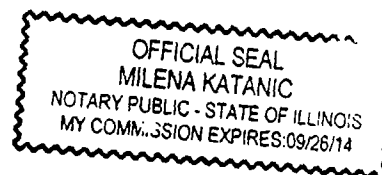
(Print or type title of person signing)

Signed and sworn to before me on (date) May 3, 2013,
at Cook County, Illinois (state).

Milena Katanic

Notary Public.

Commission expires: 9/26/14



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" 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.



HSG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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 ordinances authorizing the execution of lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-77

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Gregory B. Whipple as member of Special Service Area No. 29 the West Town Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

I have appointed Gregory B. Whipple as a member of Special Service Area No. 29, the West Town Commission, for a term effective immediately and expiring October 1, 2014, to succeed Lawrence T. Wahls, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-78

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Albert L. Raffin as member of Special Service Area No. 40 the Michigan Avenue/Roseland Commission
Committee(s) Assignment:	Committee on Finance

FIN-



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

I have appointed Albert L. Raffin as a member of Special Service Area No. 40, the Michigan Avenue/Roseland Commission, for a term effective immediately and expiring September 27, 2014, to succeed Gregory Edingburg, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-79

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Jeffery A. Kidd as member of Special Service Area No. 45 the 103rd Halsted Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

I have appointed Jeffery A. Kidd as a member of Special Service Area No. 45, the 103rd Halsted Commission, for a term effective immediately and expiring March 9, 2016.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-81

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Brenna Berman as Chief Information Officer
Committee(s) Assignment:	Committee on Economic, Capital and Technology Development



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

I have appointed Brenna Berman as Chief Information Officer.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-5370

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment to Year XXXIX CDBG Ordinance
Committee(s) Assignment:	Committee on Budget and Government Operations

ORDINANCE

WHEREAS, By ordinance passed by the City Council on November 15, 2012 for the 2013 fiscal year, the City Council authorized the projected use of Community Development Block Grant entitlement funds for Year XXXIX (the "Year XXXIX CDBG Ordinance"); and

WHEREAS, Pursuant to the Year XXXIX CDBG Ordinance, the reprogramming of funds is subject to review and approval by the City Council; and

WHEREAS, The Office of Budget and Management seeks to increase the Year XXXIX award by \$5,554,686 that has become available from the US Department of Housing and Urban Development and decrease salvage by the same amount; and

WHEREAS, The City desires to amend the Year XXXIX CDBG Ordinance to account for the above-described funding reallocations; now, therefore,

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

SECTION 1. The Year XXXIX CDBG Ordinance, as amended, is hereby further amended by striking the words and figures and adding the words and figures indicated in Exhibit A attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit A

AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT

	<u>Strike Amount</u>	<u>Add Amount</u>
APPROPRIATION ORDINANCE		
Community Development Block Grant	81,591,000	81,591,000
Community Development Block Grant Entitlement	68,280,000	73,834,686
Allocation of Unspent CDBG Funds From Prior Years	10,511,500	4,956,814
Total Estimates	81,591,000	81,591,000



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

At the request of the Budget Director, I transmit herewith an amendment to the Year XXXIX CDBG ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-5355

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of 2013 Annual Appropriation Ordinance within Fund No. 925
Committee(s) Assignment:	Committee on Budget and Government Operations

ORDINANCE

WHEREAS, the Annual Appropriation Ordinance for the year 2013 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, in accordance with Section 8 of the Annual Appropriation Ordinance, the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, the City through its Department of Transportation ("CDOT") has been awarded additional state grant funds in the amount of \$1,000,000 from the Illinois Department of Transportation which shall be used for the Illinois Jobs Now Program; now, therefore,

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

SECTION 1. The sum of \$1,000,000 not previously appropriated, representing increased grant awards is hereby appropriated from Fund 925 - Grant Funds for the year 2013. The Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 2. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

EXHIBIT A
AMENDMENT TO THE 2013 APPROPRIATION ORDINANCE

CODE DEPARTMENT AND ITEM

ESTIMATE OF GRANT REVENUE FOR 2013

Awards from Agencies of the State of Illinois

STRIKE ADD
AMOUNT AMOUNT

\$ 267,232,000 \$ 268,232,000

925 - Grant Funds

STRIKE AMOUNT	ADD AMOUNT	STRIKE AMOUNT	ADD AMOUNT	STRIKE AMOUNT	ADD AMOUNT
2013 Anticip'd Grant	2013 Anticip'd Grant	2013 Carryover	2013 Carryover	2013 Total	2013 Total

41 Chicago Department of Transportation:

Illinois Jobs Now

\$9,900,000	\$10,900,000			\$ 9,900,000	\$10,900,000



BUDG-

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

At the request of the Budget Director, I transmit herewith a Fund 925 amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-5061

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of Title 17 of Municipal Code regarding Central Area Parking District
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards

ORDINANCE

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

SECTION 1. Section 17-4-0800 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

17-4-0801-A Central Area Parking District.

1. Approval Procedure. *Non-accessory parking* is allowed within the Central Area Parking District only if reviewed and approved in accordance with the *planned development* procedures of Sec. 17-13-0600.
2. Boundaries. The boundaries of the Central Area Parking District are as follows: to the north, the south line of East and West Kinzie Street and the south line of East North Water Street; to the east, the ~~west~~ east line of North and South ~~Michigan Avenue~~ Lake Shore Drive; to the south, the ~~north~~ south line of East and West ~~Congress Parkway~~ Harrison Street; and to the west, the line of North and South Canal Street.

SECTION 2. The figure in Section 17-4-0801-A of the Zoning Ordinance is hereby amended as depicted on Exhibit A attached hereto.

SECTION 3. Section 17-8-0503 of the Chicago Zoning Ordinance is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

17-8-0503 Non-Accessory Parking in the "D" Zoning Districts.

17-8-0503-A *Planned development* review and approval is required for the creation, establishment or erection of all *non-accessory parking* facilities in the Central Area Parking District and any additions to or expansions of existing *non-accessory parking* facilities in the Central Area Parking District. (See also Sec. 17-4-0800)

17-8-0503-B When a new or expanded *non-accessory parking* facility is proposed in the Central Area Parking District, the zoning administrator must provide written notice to the commissioner of business affairs and consumer protection and the corporation counsel for review and comment within 30 days of receipt of such proposal or application. Such notice shall include the address of the proposed *non-accessory parking* facility and the number of proposed parking spaces. The commissioner of business affairs and consumer protection and the corporation counsel, or their designees, must provide written acknowledgement of receipt of such notice and comments, if any, for inclusion in the record no more than 30 days following receipt of such notice, but in no event less than 10 days prior to the Chicago Plan Commission's hearing on the proposal or application. No zoning approval for any new or expanded *non-accessory parking* facility in the Central Area Parking District, and no license for any such new or expanded facility, shall be valid unless such notice was delivered and acknowledgement received.

17-8-0503-BC *Planned development* review and approval is required for the creation, establishment or erection of *non-accessory parking* facilities in “D” districts located outside the boundaries of the Central Area Parking District if such *non-accessory parking* facility contains 250 parking spaces or more. (See also Sec. 17-4-0800)

SECTION 3. Section 17-8-0904-D of the Chicago Zoning Ordinance is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

17-8-0904-D Parking in “D” Districts.

1. Vehicle access and service functions should be accessed from alleys in order to diminish conflicts with pedestrian traffic on sidewalks.
2. Porte cocheres and similar covered entrances for automobiles are generally discouraged. When used, such features should be limited in size and serve lobbies that are clearly visible from the *street*. These entrances should be combined with landscaped open space.
3. Underground parking is strongly encouraged as a means of reducing the height and bulk of downtown buildings.
4. Any portion of a multi-level parking garage not located below grade should be lined by active use for a minimum depth of 20 feet.
5. Motor courts and parking courts are discouraged.
6. To reduce traffic congestion downtown and maximize the City’s transit resources, new and expanded *non-accessory parking* facilities in the Central Area Parking District are strongly discouraged.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or any portion thereof, is in conflict with any provision of this ordinance, the provisions of this ordinance control. If any section, paragraph or provision of this ordinance shall be held invalid by any court, that invalidity shall not affect the remaining provisions of this ordinance.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

At the request of the Corporation Counsel, I transmit herewith an ordinance amending Title 17 of the Municipal Code regarding the Central Area Parking District.

Your favorable consideration of this ordinance will be appreciated.

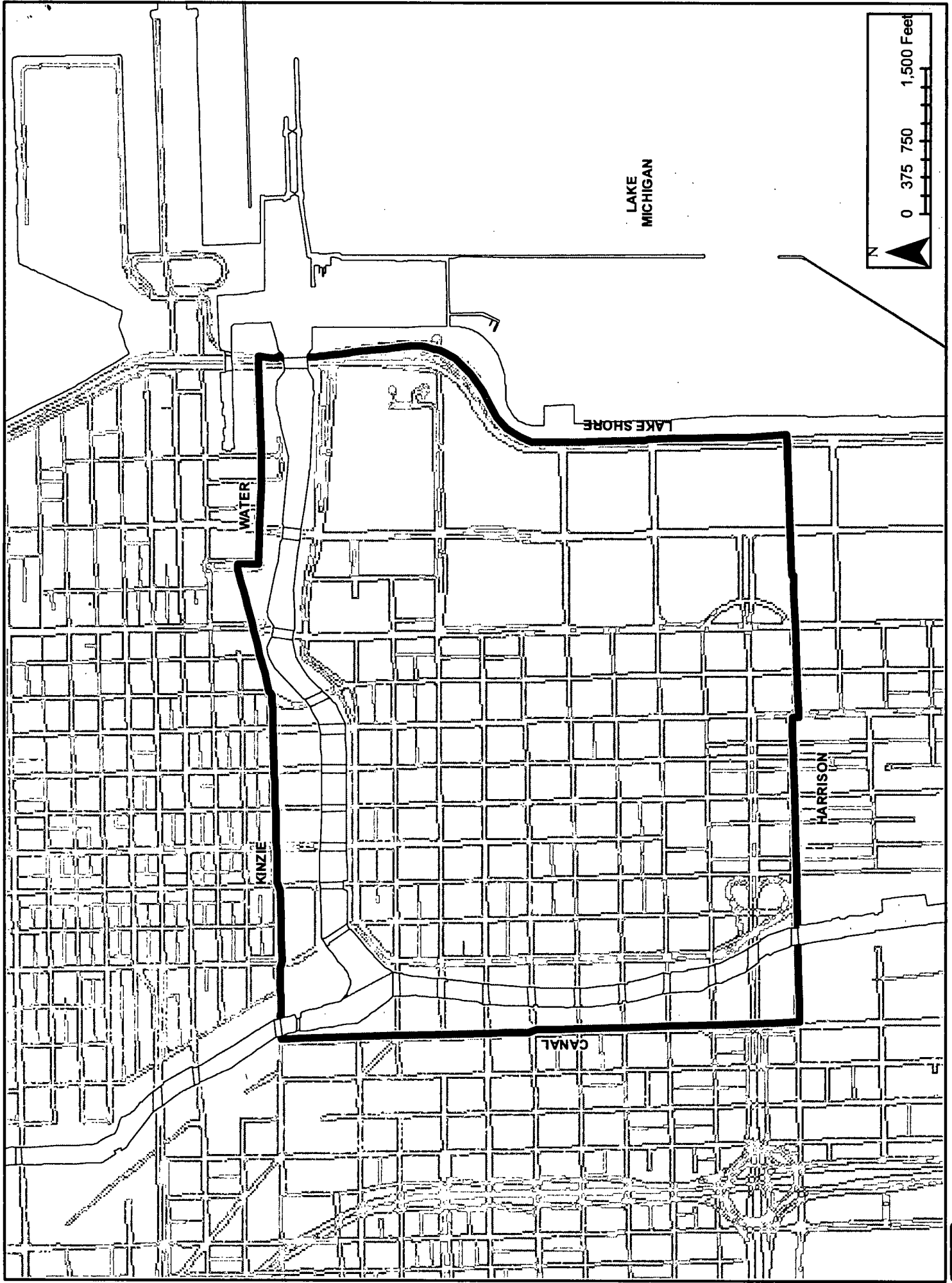
Very truly yours,

Mayor

EXHIBIT A

REVISED FIGURE 17-4-0801-A

(ATTACHED)



Central Area Parking District Boundary

Central Area Parking District



City of Chicago



O2013-5300

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of Chapter 2-112 of Municipal Code by adding new Section 2-112-233 authorizing health-related agreements with Public Health Institute
Committee(s) Assignment:	Committee on Health and Environmental Protection

ORDINANCE

SECTION 1. Chapter 2-112 of the Municipal Code of Chicago is hereby amended by inserting a new Section 2-112-233, as follows:

2-112-233 Health-related agreements authorized under the National and Community Services Trust Act.

The commissioner of health is authorized to negotiate and execute agreements, with appropriate persons or entities, including, but not limited to, the Public Health Institute of Metropolitan Chicago, in connection with the implementation of programs authorized under the National and Community Services Trust Act of 1993, codified at 42 USC 12651 et seq. Such agreements shall contain terms and conditions that the commissioner deems to be appropriate. The commissioner is authorized to perform any and all acts, including the expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with the implementation of such agreements, including any renewals thereto, and including provisions providing indemnification. If, pursuant to any such agreement, the department of health will act as a host site for a national service volunteer, such agreement shall be subject to review and approval by the inspector general, or the inspector general's designee, for compliance with the provisions of the City's hiring plan, as defined in subsection (a) of Section 2-56-035, and related policies and procedures.

SECTION 2. This ordinance shall take full force and effect upon its passage and approval.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Public Health, I transmit herewith an ordinance amending the Municipal Code to authorize agreements with the Public Health Institute.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

James 3/5



City of Chicago



O2013-5362

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of 2013 Annual Appropriation Ordinance and associated intergovernmental agreement authorized with Chicago Public Schools concerning summer employment program for students
Committee(s) Assignment:	Committee on Budget and Government Operations

ORDINANCE

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

SECTION 1. The Annual Appropriation Ordinance for fiscal year 2013 is hereby amended by striking the words and figures indicated and by inserting the words and figures indicated on Exhibit A attached hereto.

SECTION 2. The Budget Director and the Commissioner of Family and Support Services, or both of their respective designees, are authorized to jointly enter into an intergovernmental agreement with the Chicago Public Schools concerning a summer employment program for students, and are further authorized to perform such acts, including the expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with the implementation of such intergovernmental agreement.

SECTION 3. This ordinance shall be in force and effect upon passage and approval.

EXHIBIT A

R1

AMENDMENT TO 2013 BUDGET APPROPRIATIONS

0100 - Corporate Fund

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
18	Sale of Land and Buildings		\$ 5,000,000		\$ 6,306,000
19	Intergovernmental Funds		\$ 41,691,000		\$ 42,462,000
	Total appropriable revenue		\$ 2,982,805,000		\$ 2,984,882,000
	Total appropriable for charges and expenditures		\$ 3,159,805,000		\$ 3,161,882,000

AMENDMENT TO 2013 ANNUAL APPROPRIATION ORDINANCE

Corporate Fund-0100

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
	38-Department of Fleet and Facility Management				
	Bureau of Facility Management-2126				
.0125	Office and Building Services		16,510,148		16,336,398
	Facilities Management-3101				
	<u>Custodial Services-4102</u>				
4223	Custodial worker			13,900H	12.50H

AMENDMENT TO 2013 ANNUAL APPROPRIATION ORDINANCE**Corporate Fund-0100**

		STRIKE		ADD	
Code	Department and Item	Number	Amount	Number	Amount
99-Finance General					
.0160	Repair or Maintenance of Property				1,306,000
.9220	CPS Summer Jobs				771,000





OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

At the request of the Budget Director, I transmit herewith an amendment to the Annual Appropriation Ordinance for fiscal year 2013 and associated intergovernmental agreement authorization.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-5384

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of Title 18 of Municipal Code by adding new Chapter 18-14 regarding building energy use benchmarking
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards

ORDINANCE

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

SECTION 1. Title 18 of the Municipal Code of Chicago is hereby amended by adding a new Chapter 18-14, as follows:

Chapter 18-14. Building Energy Use Benchmarking

18-14-101 General.

18-14-101.1 Title.

This Chapter 18-4 of Title 18 shall be known as the Building Energy Use Benchmarking Ordinance of the City of Chicago, and shall be cited as such. It is referred to herein as "this chapter."

18-14-101.2 Scope.

This chapter applies to all covered buildings.

18-14-101.3 Definitions.

For purposes of this chapter the following definitions shall apply:

"Benchmark" means to track and input a building's energy consumption data and other relevant building information for twelve consecutive months, as required by the benchmarking tool, to quantify the building's energy use.

"Benchmarking tool" means the website-based software, commonly known as "ENERGY STAR Portfolio Manager," developed and maintained by the United States Environmental Protection Agency to track and assess the relative energy use of buildings nationwide. This term also applies to any successor system thereto, including any change or addition made to such tool by the United States Environmental Protection Agency.

"Building" means a structure, or part thereof, enclosing any use or occupancy.

"Certificate of occupancy" means the certificate issued by the zoning administrator or the building commissioner allowing building occupancy or use.

"Commissioner" means the city's commissioner of business affairs and consumer protection.

"Covered building" means any Group 1 covered building or Group 2 covered building, as defined by this chapter. The term "covered building" does not include any building with more than 10 percent occupancy use classified as Class D open air assembly units, Class G industrial units, Class H storage units, Class I hazardous use units, or Class J miscellaneous buildings and structures, as defined by Chapter 13-56.

"Data center" means a space specifically designed and equipped to meet the needs of high density computing equipment such as server racks, used for data storage and processing, as defined by

the benchmarking tool.

"Energy performance score" means the 1 to 100 numerical score produced by the benchmarking tool, also known as ENERGY STAR score, or any successor score thereto. The energy performance score assesses a building's energy performance relative to similar buildings, based on source energy use, operating characteristics, and geographical location.

"Energy use intensity" or "EUI" means a numeric value calculated by the benchmarking tool that represents the energy consumed by a building relative to its size.

"Group 1 covered building" means any building or group of buildings on the same tax lot, containing 250,000 or more gross square feet, as identified by the commissioner.

"Group 2 covered building" means any building or group of buildings on the same tax lot, containing 50,000 or more gross square feet but less than 250,000 gross square feet, as identified by the commissioner.

"Gross square feet" means the total number of square feet measured between the exterior surfaces of the enclosing fixed walls of a building. The term "gross square feet" includes vent shafts, elevator shafts, flues, pipe shafts, vertical ducts, stairwells, light wells, basement space, mechanical or electrical rooms, and interior parking.

"Licensed professional" means a professional engineer or a registered architect licensed in the State of Illinois, or another trained individual as prescribed by rule.

"Owner" has the meaning ascribed to the term in Section 13-4-010.

"Reported benchmarking information" means descriptive information about a building, its operating characteristics, and information generated by the benchmarking tool related to the building's energy consumption and efficiency, as prescribed by rule. Reported benchmarking information includes, but is not limited to, the building identification number, address, square footage, energy performance score, energy use intensity, and annual greenhouse gas emissions.

"Residential occupancy" means any building occupancy use classified as any combination of Class A residential units, as defined by Chapter 13-56.

18-14-101.4 Solicitation of compliance information.

Within 30 days of a request by the building owner, each tenant of a unit in a covered building shall provide all information that cannot otherwise be acquired by the building owner and that is necessary for the building owner to comply with the requirements of this chapter.

Any owner of a covered building shall request such information no later than March 1 of the years in which benchmarking is required by Section 18-14-102.1. If the owner of a covered building receives notice that a tenant intends to vacate a unit which is subject to the requirements of this section, the owner shall request the information specified in this section within 10 days of such notice, and the tenant shall provide such information within 30 days of the request.

The failure of any tenant to provide the information required under this section to the owner of a covered building shall not relieve such owner of the obligation to benchmark the building as provided in

Section 18-14-102.1, using all information otherwise available to the owner.

Failure of any tenant to provide the information required under this section to the owner of a covered building shall create a rebuttable presumption that the owner, tenant, or both have not complied with the time limits specified in this section.

18-14-101.5 Enforcement.

(a) The commissioner is authorized to enforce this chapter. The commissioner is also authorized to adopt rules and regulations for the proper administration and enforcement of this chapter.

(b) Any person who violates this chapter shall be subject to a fine of up to \$100.00 for the first violation, and an additional fine of up to \$25.00 for each day that the violation continues.

18-14-102 Energy use benchmarking, verification, and disclosure requirements.

18-14-102.1 Benchmarking.

(a) No later than June 1, 2014, and no later than June 1st each year thereafter, the owner of any Group 1 covered building shall benchmark such building for the previous calendar year; provided, however, the owner of any Group 1 covered building with 10 percent or more residential occupancy shall benchmark such building for the previous calendar year no later than June 1, 2015, and no later than June 1st each year thereafter.

(b) No later than June 1, 2015, and no later than June 1st each year thereafter, the owner of any Group 2 covered building shall benchmark such building for the previous calendar year; provided, however, the owner of any Group 2 covered building with 10 percent or more residential occupancy shall benchmark such building for the previous calendar year no later than June 1, 2016, and no later than June 1st each year thereafter.

(c) The owner of any covered building shall retain all information tracked and input into the benchmarking tool for a minimum of three years beyond the date on which benchmarking was required.

Exception: The commissioner may exempt from the benchmarking requirement the owner of a covered building that submits documentation, in a form prescribed by rule, establishing any of the following:

(i) The building is presently experiencing qualifying financial distress, as defined by any of the following: (1) the building is the subject of a qualified tax lien sale or public auction due to property tax arrearages, (2) the building is controlled by a court appointed receiver, or (3) the building has been acquired by a deed in lieu of foreclosure; or

(ii) The building had average physical occupancy of less than 50 percent throughout the calendar year for which benchmarking is required; or

(iii) The building is a new construction and the building's certificate of occupancy was issued during the calendar year for which benchmarking is required.

18-14-102.2 Data Verification.

Prior to the first benchmarking deadline prescribed by Section 18-14-102.1, and prior to each third benchmarking deadline thereafter, the owner of a covered building shall ensure that reported benchmarking information for that year is verified by a licensed professional. Such verification shall be in a form of a stamped and signed statement by a licensed professional attesting to the accuracy of the information. The owner of a covered building shall produce such statement for the most recent year in which verification of reported benchmarking information was required, in a form prescribed by rule, upon a written request by the commissioner.

Exception: The commissioner may exempt from the verification requirement the owner of a covered building that submits documentation, in a form prescribed by rule, establishing that compliance with this section will cause undue financial hardship. If no-cost or low-cost verification options are available, the commissioner may suggest that the covered building use such alternative options.

18-14-102.3 Disclosure.

(a) In accordance with the schedule prescribed by Section 18-14-102.1, the owner of any covered building shall submit reported benchmarking information for the previous calendar year, using the benchmarking tool, in a manner prescribed by the commissioner.

(b) The commissioner and the chief sustainability officer shall prepare and submit an annual report to the mayor and the city council reviewing and evaluating energy efficiency in covered buildings, including summary statistics on the most recent reported energy benchmarking information and a discussion of energy efficiency trends, cost savings, and job creation effects resulting from energy efficiency improvements.

(c) The commissioner is authorized to make reported benchmarking information readily available to the public.

Exception: To the extent allowable under applicable law, the commissioner shall not make readily available to the public any individually-attributable reported benchmarking information from the first calendar year that a covered building is required to benchmark.

Exception: To the extent allowable under applicable law, the commissioner shall not make readily available to the public any individually-attributable reported benchmarking information pertaining to a covered building that contains a data center, television studio, or trading floor that together exceed ten percent of the gross square footage of any such building until the commissioner determines that the benchmarking tool can make adequate adjustments for such facilities. When the commissioner determines that the benchmarking tool can make such adjustments, it shall report such determination to the mayor and the city council.

SECTION 2. This ordinance shall take effect 10 days after passage and publication.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Buildings, I transmit herewith an ordinance amending Title 18 of the Municipal Code regarding building energy use benchmarking.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-5427

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of previously passed loan agreement with Montclare Senior Residences of Avalon Park Phase II, LLC
Committee(s) Assignment:	Committee on Finance

ORDINANCE

WHEREAS, the City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, the City has determined that the continuance of a shortage of affordable rental housing is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, on June 5, 2013, the City Council of the City adopted an ordinance authorizing the making of a loan to Montclare Senior Residences of Avalon Park Phase II, LLC, an Illinois limited liability company (the "Borrower"), in an amount not to exceed \$7,150,000 (the "Loan Ordinance"); and

WHEREAS, the City's Department of Housing and Economic Development and the Borrower desire to amend Exhibit A to the Loan Ordinance to increase the maximum interest rate of the Permanent Senior Loan; **now, therefore**,

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

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

SECTION 2. Exhibit A to the Loan Ordinance is hereby amended by increasing the maximum interest rate of the Permanent Senior Loan with Developers Mortgage Corporation (or another source acceptable to the Authorized Officer, as such term is defined by the Loan Ordinance) from four and five-tenths percent per annum to six and five-tenths percent per annum, or another interest rate acceptable to the Authorized Officer. The remainder of the Loan Ordinance shall remain in full force and effect. Exhibit A, as amended by this ordinance, is attached hereto.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective as of the date of its passage and approval.

EXHIBIT A

- BORROWER:** Montclare Senior Residences of Avalon Park Phase II, LLC, an Illinois limited liability company whose manager is Avalon Park Phase II, LLC, an Illinois limited liability company, and others to be hereafter selected as additional members
- PROJECT:** Acquisition of land and construction of a building to be located at the Project Property and of approximately 109 dwelling units contained therein as one-, and two-bedroom units for low- and moderate-income senior citizens, approximately 13 market rate residential units for senior citizens, and certain common areas and parking spaces
- LOAN:**
- | | |
|-----------|--|
| Source: | Multi-Family Program Funds |
| Amount: | Not to exceed \$7,150,000 |
| Term: | Not to exceed 43 years |
| Interest: | Zero percent per annum |
| Security: | Non-recourse loan; mortgage on the Property (the " <u>City Mortgage</u> ") |
- ADDITIONAL FINANCING:**
- | | |
|-----------|---|
| Amount: | Approximately \$2,650,000 (the " <u>Permanent Senior Loan</u> ") |
| Term: | Not to exceed 40 years from closing of the Permanent Senior Loan |
| Source: | Developers Mortgage Corporation, or another source acceptable to the Authorized Officer |
| Interest: | A fixed rate of interest not to exceed six and five-tenths percent per annum, or another interest rate acceptable to the Authorized Officer |
| Security: | Mortgage on the Property senior to the lien of the City Mortgage |
 - | | |
|-----------|--|
| Amount: | Approximately \$15,000,000 (the " <u>Bridge Loan</u> ") |
| Term: | Not to exceed 24 months |
| Source: | Bank of America, N.A., or another source acceptable to the Authorized Officer |
| Interest: | A fixed or floating rate of interest not to exceed LIBOR + 4% per annum, or another interest rate acceptable to the Authorized Officer |
| Security: | Mortgage on the Property senior to the lien of the City Mortgage |
 - | | |
|--|---|
| Low-Income Housing Tax Credit (" <u>LIHTC</u> ") | |
| Proceeds: | Approximately \$14,850,000, all or a portion of which may be paid in on a delayed basis, and all or a portion of which may be used to repay the Bridge Loan |

- Source: To be derived from the syndication of approximately \$1,500,000 LIHTC allocation by the City
4. Amount: Approximately \$750,000
 Term: Not to exceed 43 years
 Source: Illinois Housing Development Authority, or another source acceptable to the Authorized Officer
 Interest: One percent per annum
 Security: Mortgage on the Property junior to the lien of the City Mortgage
5. Amount: Approximately \$650,000
 Term: Not to exceed 43 years
 Source: Proceeds of a grant of LTOS funds to Montclare Avalon Park II Corp., an Illinois corporation, from the Chicago Low-Income Housing Trust Fund, or another source acceptable to the Authorized Officer
 Interest: Zero percent per annum
 Security: Mortgage on the Property junior to the lien of the City Mortgage
6. Amount: Approximately \$200,000
 Term: Not to exceed 43 years
 Source: Proceeds of a grant of funds to the Sponsor from the Illinois Department of Commerce and Economic Opportunity, or another source acceptable to the Authorized Officer
 Interest: Zero percent per annum
 Security: Mortgage on the Property junior to the lien of the City Mortgage
7. Amount: Not to exceed \$965,250
 Term: Not to exceed 43 years
 Source: Proceeds of the Grant to the Sponsor from the City derived from the transfer of Donation Tax Credits, or another source acceptable to the Authorized Officer
 Interest: Zero percent per annum
 Security: Mortgage on the Property junior to the lien of the City Mortgage
8. Amount: Approximately \$1,136,800
 Term: Not to exceed 43 years
 Source: Sponsor, as seller financing in connection with the sale of the Property to the Borrower
 Interest: Not to Exceed the Applicable Federal Rate
 Security: Mortgage on the Property junior to the lien of the City Mortgage

9. Amount: Approximately \$400,000
 Term: Not to exceed 43 years
 Source: Federal Home Loan Bank, or another
 source acceptable to the Authorized Officer
 Interest: Zero percent per annum
 Security: Mortgage on the Property junior to the lien
 of the City Mortgage



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance amending the terms of a previously passed loan agreement with Montclare Senior Residences of Avalon Park Phase II, LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-5431

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of Title 8 of Municipal Code by adding new Section 8-4-355 regarding safe zones and safe passage routes
Committee(s) Assignment:	Committee on Public Safety

ORDINANCE

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

SECTION 1. The Municipal Code of Chicago is hereby amended by adding a new Section 8-4-355, as follows:

Reserved 8-4-355 Enhanced penalties for offenses committed in student safety zones.

(a) Definitions. For purposes of this section, the following definitions apply:

(1) "School" means any public, private, or parochial elementary, middle, or secondary school in the City of Chicago.

(2) "School zone" means:

(A) in a school or on its grounds; or

(B) within 1,000 feet of the grounds of a school.

(3) "School activity" means any extracurricular event occurring in a school (the "host school") or on its grounds that is announced to the public via the Internet at least one day in advance. The online announcement shall state the starting and ending times of the event. If the event does not have a set ending time, the announcement shall state an estimated ending time. If an event is not announced online at least one day in advance, or if the online announcement does not state both the starting time and the set or estimated ending time, the event does not qualify as a "school activity" for purposes of this section.

(4) "Safe passage route" means any portion of the public way designated by the Mayor of the City of Chicago, or his designee, for use by students travelling to and from a particular school (the route's "associated school"). The locations of safe passage routes and the identities of their associated schools shall be made available to the public via the Internet.

(5) "Student safety zone" means:

(A) any school zone between the hours of 6:00 a.m. and 7:00 p.m. on any day the school is in session;

(B) the school zone of any host school during any school activity, and within 60 minutes before the starting time and 60 minutes after the set or estimated ending time of such school activity, as announced online pursuant to subsection (a)(3) of this section;

(C) any safe passage route between the hours of 6:00 a.m. and 7:00 p.m. on any day the associated school is in session;

(D) any safe passage route during any school activity at the route's associated school, and within 60 minutes before the starting time and 60 minutes after the set or estimated ending time of such school activity, as announced online pursuant to subsection (a)(3) of this section;

(E) inside any moving or stationary school bus being used to transport school children;

(F) any public park that has a boundary line within a school zone between the hours of 6:00 a.m. and 7:00 p.m. on any day the school is in session; and

(G) any public park that has a boundary line within the host school zone during any school activity, and within 60 minutes before the starting time and 60 minutes after the set or estimated ending time of such school activity, as announced online pursuant to subsection (a)(3) of this section.

(b) Penalties.

(1) The following enhanced penalties shall apply to violations of sections 8-20-035, 8-20-075, 8-20-085, and 8-20-110, where the violation occurs in a student safety zone:

(A) the penalty for a first offense shall be a fine of not less than \$1,000.00 nor more than \$5,000.00, and incarceration for a term not less than 120 days nor more than six months;

(B) the penalty for a second offense shall be a fine of not less than \$5,000.00 nor more than \$15,000.00, and incarceration for a term not less than 150 days nor more than six months; and

(C) the penalty for a third or subsequent offense shall be a fine of not less than \$10,000.00 nor more than \$20,000.00, and incarceration for a term of six months.

(2) The following enhanced penalties shall apply to violations of sections 8-20-020, 8-20-030, 8-20-060, and 8-20-080, where the violation occurs in a student safety zone:

(A) the penalty for a first offense shall be a fine of not less than \$1,000.00 nor more than \$5,000.00, and incarceration for a term not less than 30 days nor more than six months;

(B) the penalty for a second offense shall be a fine of not less than \$5,000.00 nor more than \$15,000.00, and incarceration for a term not less than 90 days nor more than six months; and

(C) the penalty for a third or subsequent offense shall be a fine of not less than \$10,000.00 nor more than \$20,000.00, and incarceration for a term of six months.

(3) The following enhanced penalties shall apply to violations of sections 8-24-020 and 8-24-027, where the violation occurs in a student safety zone:

(A) the penalty for a first offense shall be a fine of not less than \$500.00 nor more than \$1,000.00, and incarceration for a term not less than 30 days nor more than six months;

(B) the penalty for a second offense shall be a fine of not less than \$1,000.00 nor more than \$2,000.00, and incarceration for a term not less than 90 days nor more than six months; and

(C) the penalty for a third or subsequent offense shall be a fine of not less than \$2,000.00 nor more than \$5,000.00, and incarceration for a term of six months.

SECTION 2. Section 8-20-300 of the Municipal Code of Chicago is hereby amended by deleting the language stricken and inserting the language underscored, as follows:

8-20-300 Violation – Penalty.

(a) Unless the enhanced penalty imposed by subsection 8-4-355(b)(2) of this Code applies, Any person who violates section 8-20-020, 8-20-030, 8-20-060, or 8-20-080 shall upon conviction be fined not less than \$1,000.00 nor more than \$5,000.00, and be incarcerated for a term not less than 20 days nor more than 90 days.

Unless the enhanced penalty imposed by subsection 8-4-355(b)(1) of this Code applies, Any person who violates section 8-20-035, 8-20-075, 8-20-085, 8-20-110, or 8-20-280 shall upon conviction be fined not less than \$1,000.00 nor more than \$5,000.00, and be incarcerated for a term not less than 90 days nor more than 180 days.

(Omitted text is not affected by this ordinance)

SECTION 3. Section 8-24-020 of the Municipal Code of Chicago is hereby amended by deleting the language stricken and inserting the language underscored, as follows:

8-24-020 Carrying dangerous weapons.

(Omitted text is not affected by this ordinance)

(g) Unless the enhanced penalty imposed by section 8-4-355(b)(3) of this Code applies, Any person violating the provisions of subsections (a), (c), (d), or (f) of this section shall be fined \$200.00 for each offense, or shall be punished by imprisonment for a period not to exceed six months, or by both such fine and imprisonment.

(Omitted text is not affected by this ordinance)

SECTION 4. Section 8-24-027 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

8-24-027 Disguised firearms prohibited.

(Omitted text is not affected by this ordinance)

(b) Unless the enhanced penalty imposed by subsection 8-4-355(b)(3) of this Code applies, Any person who violates subsection (a) of this section shall be incarcerated for not less than 30 days and not more than 180 days for each offense. Each day of a continuing violation, and each purchase, acquisition, sale, offering or exposing for sale, or possession of a different firearm described in subsection (a) shall constitute a separate and distinct offense.

(Omitted text is not affected by this ordinance)

SECTION 5. The amendments in this ordinance to Section 8-20-300 of the Municipal Code of Chicago are intended to operate in harmony with the amendments to that section in the Assault Weapons Ban Ordinance, which is being introduced concurrently. In the event the Assault Weapons Ban Ordinance does not go into effect on or before September 30, 2013, the references in this ordinance to Section 8-20-075 of the Municipal Code of Chicago shall be deemed excised from this ordinance.

SECTION 6. In light of the urgent need to activate the deterrent effect of these enhanced penalties before the beginning of the 2013 school year, pursuant to 65 ILCS 5/1-2-4, this ordinance shall take effect immediately upon its passage and approval, if such passage is by a vote of at least two-thirds of the members of this Council. In the event this ordinance passes by a majority vote of less than two-thirds of the members of this Council, it shall take effect ten days after passage and publication.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

At the request of the Superintendent of Police, I transmit herewith an ordinance amending the Municipal Code regarding safe zones and safe passage routes.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-5432

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of Chapter 8-20 of Municipal Code by adding new Section 8-20-075 regarding assault weapons
Committee(s) Assignment:	Committee on Public Safety

ORDINANCE

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

SECTION 1. Chapter 8-20 of the Municipal Code of Chicago is hereby amended by adding a new section 8-20-075, by adding the language underscored and by deleting the language struck through, as follows:

8-20-010 Definitions.

For purposes of this chapter the following terms shall apply:

(Omitted text is unaffected by this ordinance)

"Assault weapon" means any of the following, regardless of the caliber of ammunition accepted:

(1) A semiautomatic rifle that has the ability to accept a detachable magazine and has one or more of the following:

- (i) a folding, ~~or~~ telescoping or detachable stock
- (ii) a handgun grip ~~which protrudes conspicuously beneath the action~~
- (iii) a bayonet mount forward grip
- (iv) a flash suppressor ~~or a barrel having a threaded~~ barrel muzzle
- (v) a grenade, flare or rocket launcher; ~~or~~
- (vi) a barrel shroud.

(2) A semiautomatic rifle that has a fixed magazine with the capacity to accept more than 10 rounds, except for an attached tubular device designed to accept, and capable of operating only with, .22 caliber rimfire ammunition.

(3) A semiautomatic version of an automatic rifle.

(4) Any part, combination of parts, component, device, attachment, or accessory that is designed or functions to accelerate the rate of fire of a semiautomatic rifle but not convert the semiautomatic rifle into a machine gun.

(2 5) A semiautomatic shotgun that has one or more of the following:

- (i) a folding, ~~or~~ telescoping or detachable stock
- (ii) a handgun grip ~~which protrudes conspicuously beneath the action~~
- (iii) a fixed magazine with the capacity to accept more than ~~in excess of~~ 5 rounds
- (iv) ~~an ability to accept a detachable magazine~~ a forward grip; or
- (v) a grenade, flare or rocket launcher.

(3 6) A semiautomatic handgun that has an ability to accept a detachable magazine and has one or more of the following:

- (i) ~~an ammunition magazine that attaches to the handgun outside the handgun grip~~ the capacity to accept a detachable magazine at some location outside of the handgun grip
- (ii) ~~a barrel having a threaded muzzle~~ a threaded barrel

- ~~(iii) a shroud that is attached to, or partially or completely encircles the barrel, and permits the shooter to hold the firearm with the non-trigger hand without being burned a barrel shroud~~
- ~~(iv) a manufactured weight of 50 ounces or more when the handgun is unloaded a second handgun grip.~~
- ~~(v) a semiautomatic version of an automatic firearm.~~

(7) A semiautomatic version of an automatic handgun.

(8) A semiautomatic handgun with a fixed magazine that has the capacity to accept more than 15 rounds.

(9) Any shotgun with a revolving cylinder.

(10) All of the following rifles, including any copies or duplicates thereof with the capability of any such weapon:

(a) All AK types, including the following:

- (i) AK, AK47, AK47S, AK-74, AKM, AKS, ARM, MAK90, MISR, NHM90, NHM91, Rock River Arms LAR-47, SA85, SA93, Vector Arms AK-47, VEPR, WASR-10, and WUM
- (ii) IZHMAASH Saiga AK
- (iii) MAADI AK47 and ARM
- (iv) Norinco 56S, 56S2, 84S, and 86S
- (v) Poly Technologies AK47 and AKS.

(b) All AR types, including the following:

- (i) AR-10
- (ii) AR-15
- (iii) Armalite M15 22LR Carbine
- (iv) Armalite M15-T
- (v) Barrett REC7
- (vi) Beretta AR-70
- (vii) Bushmaster ACR
- (viii) Bushmaster Carbon 15
- (ix) Bushmaster MOE series
- (x) Bushmaster XM15
- (xi) Colt Match Target Rifles
- (xii) DoubleStar AR rifles
- (Xiii) DPMS Tactical Rifles
- (xiv) Heckler & Koch MR556
- (xv) Olympic Arms
- (xvi) Remington R-15 rifles
- (xvii) Rock River Arms LAR-15
- (xviii) Sig Sauer SIG516 rifles
- (xix) Smith & Wesson M&P15 rifles
- (xx) Stag Arms AR rifles
- (xxi) Sturm, Ruger & Co. SR556 rifles.

(c) Barrett M107A1.

- (d) Barrett M82A1.
- (e) Beretta CX4 Storm.
- (f) Calico Liberty Series.
- (g) CETME Sporter.
- (h) Daewoo K-1, K-2, Max 1, Max 2, AR 100, and AR 110C.
- (i) Fabrique Nationale/FN Herstal FAL, LAR, 22 FNC, 308 Match, L1A1 Sporter, PS90, SCAR, and FS2000.
- (j) Feather Industries AT-9.
- (k) Galil Model AR and Model ARM.
- (l) Hi-Point Carbine.
- (m) HK-91, HK-93, HK-94, HK-PSG-1, and HK USC.
- (n) Kel-Tec Sub-2000, SU-16, and RFB.
- (o) SIG AMT, SIG PE-57, Sig Sauer SG 550, and Sig Sauer SG 551.
- (p) Springfield Armory SAR-48.
- (q) Steyr AUG.
- (r) Sturm, Ruger Mini-14 Tactical Rifle M-14/20CF.
- (s) All Thompson rifles, including the following:
 - (i) Thompson M1SB
 - (ii) Thompson T1100D
 - (iii) Thompson T150D
 - (iv) Thompson T1B
 - (v) Thompson T1B100D
 - (vi) Thompson T1B50D
 - (vii) Thompson T1BSB
 - (viii) Thompson T1-C
 - (xi) Thompson T1D
 - (x) Thompson T1SB
 - (xi) Thompson T5
 - (xii) Thompson T5100D
 - (xiii) Thompson TM1
 - (xiv) Thompson TM1C.
- (t) UMAREX UZI Rifle.
- (u) UZI Mini Carbine, UZI Model A Carbine, and UZI Model B Carbine.

(v) Valmet M62S, M71S, and M78.

(w) Vector Arms UZI Type.

(x) Weaver Arms Nighthawk.

(y) Wilkinson Arms Linda Carbine.

(11) All of the following handguns, including any copies or duplicates thereof with the capability of any such weapon:

(a) All AK-47 types, including the following:

- (i) Centurion 39 AK handgun
- (ii) Draco AK-47 handgun
- (iii) HCR AK-47 handgun
- (iv) IO Inc. Hellpup AK-47 handgun
- (v) Krinkov handgun
- (vi) Mini Draco AK-47 handgun
- (vii) Yugo Krebs Krink handgun.

(b) All AR-15 types, including the following:

- (i) American Spirit AR-15 handgun
- (ii) Bushmaster Carbon 15 handgun
- (iii) DoubleStar Corporation AR handgun
- (iv) DPMS AR-15 handgun
- (v) Olympic Arms AR-15 handgun
- (vi) Rock River Arms LAR 15 handgun.

(c) Calico Liberty handguns.

(d) DSA SA58 PKP FAL handgun.

(e) Encom MP-9 and MP-45.

(f) Heckler & Koch model SP-89 handgun.

(g) Intratec AB-10, TEC-22 Scorpion, TEC-9, and TEC-DC9.

(h) Kel-Tec PLR 16 handgun.

(i) The following MAC types:

- (i) MAC-10
- (ii) MAC-11
- (iii) Masterpiece Arms MPA A930 Mini Pistol, MPA460 Pistol, MPA Tactical Pistol, and MPA Mini Tactical Pistol
- (iv) Military Armament Corp. Ingram M-11
- (v) Velocity Arms VMAC.

(j) Sig Sauer P556 handgun.

(k) Sites Spectre.

(l) All Thompson types, including the following:

(i) Thompson TA510D

(ii) Thompson TA5.

(m) All UZI types, including Micro-UZI.

(12) All of the following shotguns, including any copies or duplicates thereof with the capability of any such weapon:

(a) Franchi LAW-12 and SPAS 12.

(b) All IZHMASH Saiga 12 types, including the following:

(i) IZHMASH Saiga 12

(ii) IZHMASH Saiga 12S

(iii) IZHMASH Saiga 12S EXP-01

(iv) IZHMASH Saiga 12K

(v) IZHMASH Saiga 12K-030

(vi) IZHMASH Saiga 12K-040 Taktika.

(c) Streetsweeper.

(d) Striker 12.

(13) All belt-fed semiautomatic firearms, including TNW M2HB.

(14) Any combination of parts from which a firearm described in subparagraphs (1) through (11) can be assembled.

(15) The frame or receiver of a rifle or shotgun described in subparagraph (1), (2), (4), (5), (9), (10), (12), or (13).

For purposes of this definition, an "assault weapon" shall not include any firearm that:

(a) is manually operated by bolt, pump, lever, or slide action;

(b) has been rendered permanently inoperable. "Permanently inoperable" means a firearm which is incapable of discharging a shot by means of an explosive and incapable of being readily restored to a firing condition; or

(c) is an antique firearm.

For purposes of this definition, the following definitions apply:

(a) "barrel shroud" means a shroud that is attached to, or partially or completely encircles, the barrel of a firearm so that the shroud protects the user of the firearm from heat generated by the barrel. The term does not include (i) a slide that partially or completely encloses the barrel; or (ii) an extension of the stock along the bottom of the barrel which does not completely or substantially encircle the barrel.

(b) "detachable magazine" means an ammunition feeding device that can be removed from a firearm without disassembly of the firearm action.

(c) "fixed magazine" means an ammunition feeding device that is permanently fixed to the firearm in such a manner that it cannot be removed without disassembly of the firearm.

(d) "folding, telescoping, or detachable stock" means a stock that folds, telescopes, detaches or otherwise operates to reduce the length, size, or any other dimension, or otherwise to enhance, the concealability, of a firearm.

(e) "forward grip" means a grip located forward of the trigger that functions as a handgun grip.

(f) "rocket" means any simple or complex tubelike device containing combustibles that on being ignited liberate gases whose action propels the device through the air and has a propellant charge of not more than 4 ounces.

(g) "grenade, flare or rocket launcher" means an attachment for use on a firearm that is designed to propel a grenade, flare, rocket, or other similar destructive device.

(h) "handgun grip" means a grip, a thumbhole stock, or any other part, feature or characteristic that can function as a grip.

(i) "threaded barrel" means a feature or characteristic that is designed to allow for the attachment of a device such as a firearm silencer or a flash suppressor.

(j) "belt-fed semiautomatic firearm" means any repeating firearm that:
(i) utilizes a portion of the energy of a firing cartridge to extract the fired cartridge case and chamber the next round;
(ii) requires a separate pull of the trigger to fire each cartridge; and
(iii) has the capacity to accept a belt ammunition feeding device.

(Omitted text is unaffected by this ordinance)

"High capacity magazine" means any ammunition magazine having a capacity of more than 12 rounds of ammunition a magazine, belt, drum, feed strip, or similar device, including any such device joined or coupled with another in any manner, that has an overall capacity of more than 15 rounds of ammunition. A "high capacity magazine" does not include an attached tubular device to accept, and capable of operating only with, .22 caliber rimfire ammunition.

(Omitted text is unaffected by this ordinance)

8-20-075 Possession of Assault Weapons.

(a) It shall be unlawful for a person to import, sell, manufacture, transfer, or possess an assault weapon.

(b) This section shall not apply to a person who is entitled to carry or possess an assault weapon pursuant to section 8-20-035.

(c) Notwithstanding subsection (a):

(1) any person who lawfully possesses a firearm that on the effective date of this 2013 ordinance is prohibited as being an assault weapon has 60 days after the effective date of this 2013 ordinance to legally dispose of, or remove from the city, the assault weapon;

(2) any person who is a qualified retired law enforcement officer, as that term is defined in 18 U.S.C. §926C, and who lawfully possessed a duty-related assault weapon at the time of separation from active duty in law enforcement, shall legally dispose of, or remove from the city, the assault weapon within 60 days of such separation.

8-20-085 High capacity magazines and metal piercing bullets – Sale and possession prohibited – Exceptions.

(a) It is unlawful for any person to carry, possess, sell, offer or display for sale, or otherwise transfer any high capacity magazine, tubular magazine extension for a shotgun, or metal piercing bullets. This section shall not apply to corrections officers, members of the armed forces of the United States, or the organized militia of this or any other state, and peace officers, to the extent that any such person is otherwise authorized to acquire or possess metal piercing bullets, and is acting within the scope of his duties, or to any person while in the manufacturing, transportation or sale of high capacity magazines or metal piercing bullets to people authorized to possess them under this section.

(b) Any high capacity magazine, tubular magazine extension for a shotgun, or metal piercing bullets carried, possessed, displayed, sold or otherwise transferred in violation of this section is hereby declared to be contraband and shall be seized by and forfeited to the city

8-20-170 Unregisterable firearms.

No registration certificate shall be approved for any of the following types of firearms:

(Omitted text is unaffected by this ordinance)

(c) a firearm that becomes unregisterable under the provisions of this chapter; provided that it shall only be unregisterable for that person; ~~or~~

~~(d) assault weapons, unless they are owned by a person who is entitled to carry or possess them pursuant to section 8-20-035.~~

8-20-300 Violation – Penalty.

(a) Any person who violates section 8-20-020, 8-20-030, 8-20-060 or 8-20-080 shall upon conviction be fined not less than \$1,000.00 nor more than \$5000.00 and be incarcerated for a term not less than 20 days nor more than 90 days.

Any person who violates Sections 8-20-035, 8-20-075, 8-20-085, 8-20-110 or 8-20-280 shall upon conviction be fined not less than \$1,000.00 nor more than \$5,000.00 and be incarcerated for a term of not less than 90 days nor more than 180 days.

(b) Unless another fine or penalty is specifically provided, any person who violates any provision of this chapter, or any rule or regulation promulgated hereunder, shall upon conviction or a finding of liability for the first offense, be fined not less than \$1,000.00, nor more than \$5,000.00, or be incarcerated for not less than 20 days nor more than 90 days, or both. Any subsequent conviction for a violation of this chapter shall be punishable by a fine of not less than \$5,000.00 and not more than \$10,000.00, and by incarceration for a term of not less than 30 days, nor more than six months. Each day that such violation exists shall constitute a separate and distinct offense.

(Omitted text is unaffected by this ordinance)

SECTION 2. The City Council finds that prompt passage of this legislation is an urgent matter, in light of the potential for enormous harm that assault weapons can cause and the importance of maintaining clear, continuous and effective regulation of firearms. Accordingly, pursuant to 65 ILCS 5/1-2-4, this ordinance shall take effect immediately upon its passage and approval, if such passage is by a vote of at least two-thirds of the members of this Council. In the event this ordinance passes by a majority vote of less than two-thirds of the members of this Council, it shall take effect ten days after passage and publication.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

At the request of the Superintendent of Police and the Corporation Counsel, I transmit herewith an ordinance amending the Municipal Code regarding assault weapons.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

James B. S.



City of Chicago



A2013-68

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Ruby A. Gonzalez as member of Special Service Area No. 3 the Southwest Business Growth Area Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

I have reappointed Ruby A. Gonzalez as a member of Special Service Area No. 3, the Southwest Business Growth Area Commission, for a term effective immediately and expiring July 28, 2016.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

I transmit herewith appointments to various Special Service Areas.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-69

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of James A. McHale as member of Special Service Area No. 24 the Clark Street Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

I have reappointed James A. McHale as a member of Special Service Area No. 24, the Clark Street Commission, for a term effective immediately and expiring April 1, 2015.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor

Please wait...



City of Chicago



A2013-75

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Elena Duran as member of Special Service Area No. 25 the Little Village Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

I have reappointed Elena Duran as a member of Special Service Area No. 25, the Little Village Commission, for a term effective immediately and expiring June 30, 2016.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-76

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of John P. Vranas as member of Special Service Area No. 26 the Broadway Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

I have reappointed John P. Vranas as a member of Special Service Area No. 26, the Broadway Commission, for a term effective immediately and expiring May 26, 2014.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-80

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Robbie T. Sanders as member of Special Service Area No. 45 the 103rd Halsted Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

I have reappointed Robbie T. Sanders as a member of Special Service Area No. 45, the 103rd Halsted Commission, for a term effective immediately and expiring March 9, 2016.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-82

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Jamie L. Rhee as Chief Procurement Officer
Committee(s) Assignment:	Committee on Budget and Government Operations

BUDG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

I have reappointed Jamie L. Rhee as Chief Procurement Officer for a four-year term, such term to commence upon approval of this reappointment.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-5416

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Sale of City-owned property at 1300 N Astor St to Maxim's Chicago Restaurant Partners, LLC
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the sale of City-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City is the owner of three commercial condominium units known as the Nancy Goldberg International Center, located at 1300 N. Astor Street, Chicago, Illinois, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the City, with the assistance of an independent real estate broker, has marketed and offered the Property for sale to the public; and

WHEREAS, public notice advertising the City's intent to sell the Property appeared in the *Chicago Sun-Times*, a newspaper of general circulation, on February 25, March 4 and March 11, 2013, at a listing price of \$1,360,000, being the market value as determined by appraisal; and

WHEREAS, Maxim's Chicago Restaurant Partners, LLC ("Grantee"), 858 W. Armitage Street, Suite 283, Chicago, IL 60614, has offered to purchase the Property from the City for the sum of One Million Three Hundred Seventy-Five Thousand and No/100 Dollars (\$1,375,000.00) (the "Purchase Price"), with the intent of reopening the space as a gourmet restaurant; and

WHEREAS, the bid submitted by the Grantee was the only bid received and exceeded the listing price; and

WHEREAS, the City, acting by and through the Department of Housing and Economic Development (the "Department"), desires to sell the Property, together with certain personal property located within the Property, to the Grantee for the Purchase Price; **now, therefore**,

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

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

SECTION 2. The City Council of the City hereby approves the sale of the Property, together with certain personal property located within the Property, to the Grantee for the Purchase Price. This approval is expressly conditioned upon the City entering into a purchase agreement with the Grantee in substantially the form attached hereto as Exhibit B (the "Purchase Agreement"). The Commissioner of the Department (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Purchase Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Purchase Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Purchase Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee.

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

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall be in full force and effect immediately upon its passage and approval.

Attachments: Exhibit A – Legal Description of Property
Exhibit B – Purchase Agreement

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

UNITS 'MR', 'UGP-2' AND 'UGS-2' IN THE ASTOR TOWER CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE (HEREINAFTER COLLECTIVELY REFERRED TO AS "PARCEL"):

PARCEL 1:

THE SOUTH 7.07 FEET OF LOT 3 AND ALL OF LOTS 4, 5 AND 6 AND THAT PART OF LOT 7 LYING EAST OF A LINE DRAWN 21 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 7 IN THE SUBDIVISION OF LOT 9, 10 AND 11 IN BLOCK 4 IN STONE'S RESUBDIVISION OF ASTOR'S ADDITION TO CHICAGO, IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF E. GOETHE STREET AND N. ASTOR STREET DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF E. GOETHE STREET WHICH IS 23.5 FEET EAST OF THE SOUTHWEST CORNER OF LOT 7 AFORESAID; THENCE SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF E. GOETHE STREET A DISTANCE OF 17.5 FEET; THENCE EAST ALONG A LINE WHICH IS 17.5 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF E. GOETHE STREET A DISTANCE OF 102 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE 12.5 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 17.83 FEET TO A LINE WHICH IS 17.25 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WESTERLY LINE OF NORTH ASTOR STREET; THENCE NORTHERLY ON SAID PARALLEL LINE A DISTANCE OF 83 FEET MORE OR LESS TO A POINT IN A LINE WHICH IS 0.42 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH 7.07 FEET OF LOT 3 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 17.46 FEET TO THE WESTERLY LINE OF NORTH ASTOR STREET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF NORTH ASTOR STREET TO THE NORTH LINE OF E. GOETHE STREET; THENCE WEST ALONG THE NORTH LINE OF E. GOETHE STREET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25146808, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

ADDRESS: 1300 NORTH ASTOR STREET
CHICAGO, ILLINOIS

PINS: 17-03-106-033-1001; -1076; -1100

EXHIBIT B
FORM OF PURCHASE AGREEMENT
(ATTACHED)

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into by and between **MAXIM’S CHICAGO RESTAURANT PARTNERS LLC**, an Illinois limited liability company (“**Buyer**”), and the **CITY OF CHICAGO**, a municipal corporation (“**Seller**” or the “**City**”), on the Effective Date (defined below).

Section 1. The Property. The “**Property**” as referred to in this Agreement includes:

- (a) the real property legally described on Exhibit A attached hereto, consisting of a one-story below-grade commercial condominium unit containing approximately 8,000 square feet of net rentable area, one parking space in an underground garage, and accessory storage space (the “**Units**”);
- (b) all improvements currently located upon or within the Units and owned by Seller, including all systems, fixtures and equipment, now attached or appurtenant to the real property (the “**Improvements**”; the Units and Improvements are collectively referred to as the “**Premises**”);
- (c) all tangible personal property located in or on the Premises and owned by Seller, which specifically excludes the vintage posters in the entry foyer, tables and event-related equipment, office furniture and related office items, and the upright piano on the stage; and
- (d) [all Seller’s right, title and interest, if any, in and to the name “Maxim’s,” and the domains maximschicago.org and maximschicago.com and any and all other trade names, marks, goodwill and other intangible property related to the ownership and operation of the Premises].

Section 2. Purchase Price. The purchase price for the Property is ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$1,375,000.00) (the “**Purchase Price**”).

Section 3. Earnest Money; Default.

(a) Buyer has delivered a security deposit in the amount of ONE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$137,500.00) to Seller’s Broker (defined below) (the “**Earnest Money**”). Except as otherwise provided under this Agreement, the Earnest Money shall be non-refundable and shall be applied to the Purchase Price at the closing.

(b) If either party shall default in any of their respective material obligations under this Agreement, the other party, by notice to such defaulting party specifying the nature of the default and the date on which this Agreement shall terminate (which date shall be not less than thirty (30) days after the giving of such notice), may terminate this Agreement, and upon such date, unless the default so specified shall have been cured, this Agreement shall terminate. In the case of any material default by Buyer, the Earnest Money shall be promptly forfeited to Seller as Seller’s sole and exclusive remedy. In the case of any material default by Seller, upon termination of this Agreement, the Earnest Money shall be returned to Buyer. Buyer also shall

have the right to specifically enforce this Agreement, provided that any action therefor is commenced within six (6) months after such right arises.

Section 4. Closing. The closing shall occur within 15 days after the expiration or waiver by Buyer in writing of the contingencies in Section 14 hereof at the offices of the Commercial Division of Chicago Title Insurance Company (the "**Title Company**"), 10 South LaSalle Street, Chicago, Illinois 60603. At the closing, Seller shall deliver into escrow the documents provided for under this Agreement. The closing shall be through an escrow with the Title Company. Payment of Purchase Price and delivery of deed shall be made through the escrow. The cost of the closing escrow and all other closing costs shall be paid by Buyer.

Section 5. Payment of Balance. In addition to the Earnest Money, the balance of the Purchase Price shall be paid at closing, plus or minus agreed prorations, by cashier's check or money order made payable to "The City of Chicago."

Section 6. Prorations. Condominium assessments and other proratable items shall be prorated to the date of closing. To the extent the Premises are not currently exempt from real estate taxes due to ownership and use by Seller as a unit of local government, general real estate taxes and assessments which are due and payable as of the closing date (including if applicable, without limitation, 2013 real estate taxes payable in 2014), shall be paid by Seller at or prior to the closing. Real estate taxes assessed against the Property for the year in which the closing occurs (payable in the subsequent year) and for any prior year for which bills have not been issued shall be prorated at closing on the basis of 100% of the last full-year real estate tax bill. There shall be no reprorations.

Section 7. Transfer Taxes. The transaction contemplated by this Agreement is exempt from transfer taxes as a transfer from a governmental body.

Section 8. Deed and Closing Documents. At closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable quit claim deed, a quit claim bill of sale with respect to personal property, and a quit claim assignment with respect to licenses, permits, approvals, entitlements, warranties and intangible property, all in customary form reasonably acceptable to the parties. Seller shall also deliver to the Title Company at closing all necessary state, county and municipal real estate transfer tax declarations, a City of Chicago water certification, a non-foreign certification, an ALTA statement (based upon Seller's actual knowledge) and a settlement statement which is consistent with this Agreement. Seller will not provide an affidavit of title or personal undertaking. At or prior to closing, Buyer shall deliver all documents and instruments, each executed and acknowledged (where appropriate) by Buyer, which Seller may reasonably determine are necessary to evidence the authority of Buyer to enter into and perform this Agreement. Any reference to Seller's knowledge in this Agreement shall mean the actual knowledge of Robert Wolf.

Section 9. As-Is Sale.

(a) Buyer acknowledges that it has had or will have adequate opportunity to inspect and evaluate the structural, physical and environmental condition and risks of the Property and accepts the risk that any inspection may not disclose all material matters affecting the Property.

Notwithstanding anything to the contrary contained in this Agreement, it is expressly understood and agreed that Buyer is buying the Property in its "as is" and "where is" condition as of the time of closing, and with all faults and defects, latent or otherwise, and that Seller has not and does not hereby make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to Buyer, with respect to the physical, structural or environmental condition or value of the Property, its compliance with any statute, ordinance or regulation, its habitability, suitability, merchantability or fitness for any purpose whatsoever. Buyer acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the Seller or its agents or employees with respect thereto. Buyer agrees that it is Buyer's sole responsibility and obligation to perform any work and take such other action as is necessary to put the Property in a condition which is suitable for its intended use.

(b) Buyer acknowledges that Seller is not liable for, or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Property made or furnished by any real estate agent, broker, employee, or other person representing or purporting to represent the Seller, including, without limitation, with respect to the physical condition, size, zoning, income potential, expenses or operation thereof, the uses that can be made of the same or in any manner or thing with respect thereof.

(c) Buyer, on behalf of itself and its successors and assigns, and their respective officers, directors, employees, members, managers, agents and representatives (collectively, "Buyer Parties"), expressly releases, renounces and waives any claims or causes of action it may have against Seller, its officers, agents and employees, under any existing or future theory of law (federal, state or local, or by common law), whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the closing, based upon, arising out of or in any way connected with, directly or indirectly, the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of hazardous or toxic materials, substances, wastes or other environmentally regulated substances, or other contaminants or pollutants in, on, under or about the Property, and shall undertake and discharge all liabilities of the City arising from any structural, physical or environmental condition that existed on the Property prior to the Closing.

(d) This Section 9 shall survive the closing.

Section 10. Seller Representations and Warranties. Seller represents and warrants to Buyer as follow, which representations and warranties shall be deemed to be remade as of the closing and shall survive the closing for a period of one (1) year:

(a) Seller is authorized by the Illinois Constitution and/or Illinois law to enter into this Agreement and consummate the transaction contemplated by this Agreement.

(b) There are no other contracts of sale or leases or, to Seller's actual knowledge, license agreements or other agreements granting any third parties the right to purchase, use or occupy the Property.

(c) After the Effective Date, Seller shall not enter into any new leases, license agreements or other contracts with respect to the Property that will survive the closing without the prior written consent of Buyer.

(d) To Seller's actual knowledge, there are no unresolved citations or violations relating to the Property under any applicable governmental laws, ordinances, codes, rules and regulations, including, without limitation, zoning ordinances, building codes and environmental laws. If Seller receives notice of any such citation or violation, it shall promptly notify Buyer.

(e) To Seller's actual knowledge, there is no pending or threatened condemnation or eminent domain action or proceeding relating to the Property.

Section 11. Buyer Representations and Warranties. Buyer represents and warrants to the Seller as follow, which representations and warranties shall be deemed to be remade as of the closing and shall survive the closing for a period of one (1) year:

(a) Buyer is an Illinois limited liability company duly organized, validly existing, and qualified to do business in the state of Illinois. Buyer has the right, power and authority to execute, deliver and perform this Agreement. The execution, delivery and performance by Buyer of its obligations under this Agreement has been duly authorized by all necessary limited liability company action, and does not violate Buyer's articles of organization or operating agreement, as the same may be amended and supplemented, nor any applicable provision of law, nor does it constitute a material breach of, default under or require any consent under any agreement, instrument or document to which Buyer is now a party or by which it is now or may become bound.

(b) Buyer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("**City Contract**") as an inducement for the City to enter into this Agreement or any City Contract with the Buyer in violation of Chapter 2-156-120 of the Municipal Code of the City.

(c) All certifications and statements contained in the Economic Disclosure Statements submitted to the City by Buyer (and any legal entity holding an interest in Buyer) are true, accurate and complete as of the date of certification and the closing date. No individual holding a direct or indirect ownership interest of more than 7.5 percent in Buyer has any outstanding water bills, traffic or parking tickets, child support payments or other obligations to the City of Chicago.

Section 12. Possession; Condition of Property at Closing. Seller agrees to surrender possession of the Property at closing. If the Property is not materially in the same condition on the date of closing as it was on the Effective Date, ordinary wear and tear excepted, Buyer shall have as its sole remedy the right to receive a refund of all of the Earnest Money and terminate this Agreement; provided, however, Buyer shall first deliver written notice to Seller of the

objectionable condition and allow Seller thirty (30) days (or such longer period as shall be reasonably necessary) to restore the Property to its prior condition. Notwithstanding anything to the contrary contained in this Agreement, Seller shall have no obligation in the event of casualty or other loss or destruction to restore the Property to its prior condition.

Section 13. Title and Survey.

(a) Buyer acknowledges that the City has obtained a commitment for an owner's policy of title insurance for the Premises, Commitment No. 40007064, with an effective date of May 30, 2013, issued by Greater Illinois Title Company, showing the City in title to the Premises (the "**Initial Commitment**"). Buyer shall be solely responsible for and shall pay all costs associated with updating the Initial Commitment or obtaining a new title commitment (including all search, continuation and later-date fees), and obtaining title insurance, extended coverage or any other endorsements it deems necessary (the "**Title Policy**"). Buyer shall be responsible for obtaining any utility letters or other documents needed to obtain extended coverage. Buyer may also, at its expense, obtain a current survey of the Premises within twenty (20) days after the Effective Date. Within five (5) days after Buyer receives the survey and any updated or new title commitment (which Buyer may request from the Title Company at any time and from time to time in its sole discretion), Buyer shall furnish a copy of the same to Seller. Within thirty (30) days after the Effective Date, Buyer shall deliver notice to Seller of any objectionable title or survey matter or defect disclosed on the survey or the Initial Commitment, and within five (5) days after receipt of an updated title commitment, Buyer shall deliver notice to Seller of any objectionable title or survey matter or defect not previously disclosed on any earlier title commitment and disclosed on such updated title commitment (a "**Title Objection Notice**"). With respect to previously undisclosed exceptions identified on an updated title commitment issued less than thirty (30) days prior to the closing, the closing shall be extended for up to thirty (30) days as necessary to allow Buyer and Seller to exercise their rights and remedies provided in this subsection (a) and in subsection (b) below. Any objections to matters on the title commitment and survey not made within the time periods set forth herein shall be deemed to be waived by Buyer, and any exceptions not objected to by Buyer as provided above shall be permitted exceptions hereunder. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, however, Seller shall have the obligation to remove liens of a definite and ascertainable amount not caused by Buyer which can be removed by the payment or deposit of a sum of money at closing up to the amounts set forth in the Initial Commitment (together with interest and penalties, if any, on delinquent taxes); provided, however, the Commissioner of the Department of Housing and Economic Development shall have the authority to pay additional amounts that may be identified in any updated or new title commitment. In lieu of making such payments or deposits, Seller may insure over such liens.

(b) No later than fifteen (15) days after receipt of a Title Objection Notice, Seller shall notify Buyer in writing as to which objections set forth in the Title Objection Notice Seller has elected to cure, if any. If Seller fails to deliver such a notice with respect to any objection, elects not to cure any objection, or is unable to cure any objection in a manner satisfactory to Buyer prior to the closing date (each, an "**Uncured Objection**"), then Buyer may elect to either: (i) proceed to closing and take title "as is" without reduction of the Purchase Price, in which event any unacceptable conditions and exceptions shall be deemed permitted exceptions hereunder, or (ii) terminate this Agreement by notice to Seller. Further, if Seller notifies Buyer

that Seller intends to attempt to cure the objections by the closing date but Seller fails to cure such objections by such date, then Buyer shall be entitled to exercise its option under subsection 13(b)(i) or (ii) above, provided that the option under subsection 13(b)(ii) above shall be exercised prior to or on the closing date (as may be extended pursuant to subsection (a) above). Upon any termination of this Agreement pursuant to this Section 13(b), all Earnest Money paid by Buyer shall be refunded to Buyer, and this Agreement shall be deemed null and void and of no further force or effect with Buyer and Seller having no further rights, obligations or liabilities hereunder except as otherwise set forth herein.

(c) This Section 13 shall survive closing.

Section 14. Due Diligence Investigation and Contingencies.

(a) The contingency described in this Section 14(a) is defined as the “**Zoning Contingency**.” Within one hundred twenty (120) days after the Effective Date (the “**Zoning Contingency Period**”), Buyer shall have the right to seek and obtain, at its sole cost and expense, zoning and land use approvals and entitlements from the City of Chicago and other governmental authorities with respect to Buyer’s “Intended Use” of the Property. “**Intended Use**” means an approximately 8,000 square foot restaurant including the sale of liquor for on-premises consumption, as more particularly described in Attachment “A” to Buyer’s Bid Proposal Form dated March 25, 2013. Promptly upon Buyer’s request, Seller shall provide written consent, as the contract seller, allowing Buyer to file applications for such approvals and entitlements. Buyer’s obligation to proceed to closing shall be subject to Buyer’s receipt in the Zoning Contingency Period of such approvals and entitlements in a form satisfactory to Buyer in its sole and absolute discretion.

Buyer understands and agrees that the City’s approval of this Agreement does not constitute approval of any applications for such approvals and entitlements, nor does it constitute a commitment by the City to take any particular action in relation to such applications. Buyer shall have the right to receive a refund of the Earnest Money and terminate this Agreement upon notice given to Seller at any time prior to the expiration of the Zoning Contingency Period if Buyer determines in its sole discretion that it will not obtain, prior to the expiration of the Zoning Contingency Period, all zoning and land use approvals necessary and appropriate for Buyer’s Intended Use.

(b) If not previously provided by Seller to Buyer, within five (5) days after the Effective Date, Seller shall furnish to Buyer, to the extent in Seller’s possession (to Seller’s actual knowledge): (i) environmental site assessments or any related environmental studies or reports; (ii) documents and correspondence from the Department of Buildings or Fire Bureau concerning open code violations; (iii) service contracts and warranties; and (iv) any drawings and floor plans of the Premises. Buyer shall have 60 days after the Effective Date (the “**Due Diligence Period**”) to inspect all aspects of the Property, including, without limitation, all improvements, systems, components, conditions, reports, environmental conditions, contracts and other information. Buyer shall, in its sole discretion and for any reason or no reason, have the right to receive a refund of all of the Earnest Money and terminate this Agreement upon notice given to Seller at any time prior to the expiration of the Due Diligence Period.

Section 15. Access to Property and Cooperation. Buyer has conducted, or will conduct prior to the expiration of the Due Diligence Period, its own property investigation to the extent Buyer deems necessary or appropriate. Buyer, at Buyer's sole cost, shall also have the right to make such inspections, investigations and tests as Buyer may elect to make or obtain upon not less than three (3) business days' prior notice to Robert Wolf in the Department of Housing and Economic Development (which notice may be by telephone or e-mail during normal business hours) and subject to Seller's right to have a representative present. Any on-site inspections and examinations of the Premises shall be done during normal business hours. Prior to entering the Property, Buyer shall provide proof of insurance as required by Exhibit A of this Agreement. Buyer shall promptly repair any damage to the Premises caused by any actions of Buyer or its agents or contractors and restore the Premises to the condition which existed immediately prior to such activity. Buyer shall indemnify, defend (through an attorney reasonably acceptable to Seller) and hold harmless Seller and Seller's officers, employees, agents and representatives from any claim for liabilities, costs, expenses (including reasonable attorneys' fees actually incurred), damages, injuries, liens or other encumbrances arising out of or resulting from the inspection of the Premises by Buyer or its agents or contractors. The foregoing indemnity shall not include pre-existing conditions merely discovered and not exacerbated by Buyer, and any conditions caused by the willful misconduct of Seller. This Section 15 shall survive the closing or any termination of this Agreement (regardless of the reason for such termination).

Section 16. Uniform Vendor and Purchaser Risk Act. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement.

Section 17. Brokerage Commissions. Seller and Buyer represent and warrant to each other that, other than to Jones Lang LaSalle, there are no real estate sales or brokerage commissions or like commissions that are or may be due in connection with this transaction. The fees of Jones Lang LaSalle shall be paid by Seller pursuant to a separate agreement. Each party shall indemnify, defend (with legal counsel reasonably acceptable to the other party) and hold harmless the other party for, from and against any claims by third parties made by or through the acts of such party, for real estate or brokerage commissions, or a finder's fee, in connection with the transactions provided herein, and all costs and expenses incurred by the other party in connection therewith including, but not limited to, reasonable attorneys' fees.

Section 18. Confidentiality. Buyer and Seller shall keep confidential and not make any public announcement or disclose to any person (a) the existence or any terms of this Agreement, (b) any information disclosed by Buyer's inspections of the Property, or in Seller's due diligence materials or Buyer's due diligence reports, and (c) any other documents, materials, data or other information with respect to the Property which is not generally known to the public (the "**Confidential Information**"). Notwithstanding the foregoing, Buyer and Seller may disclose any Confidential Information (a) to the extent such information is already known by Buyer as of the Effective Date; (b) to the extent required by court order or under applicable local, state or federal law, including, without limitation, the Illinois Freedom of Information Act (5 ILCS 140), the Illinois Open Meetings Act (5 ILCS 120) and any notice, publication or hearing requirements under the Municipal Code of the City of Chicago, or (c) to any person on a "need-to-know" basis, such as their respective directors, officers, partners, members, employees,

attorneys, accountants, engineers, surveyors, consultants, lenders (if any), investors, managers, franchisors and such other persons whose assistance is required to consummate the transactions contemplated in this Agreement; provided, however, that Seller or Buyer (as the case may be) shall (x) advise such person of the confidential nature of such Confidential Information, and (y) use commercially reasonable efforts to cause such person to maintain the confidentiality of such information.

Section 19. Non-Foreign Person. Seller represents and warrants that it is not a foreign person as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and is therefore exempt from the withholding requirements of said Section. At closing, if required by the Title Company to issue the Title Policy, Seller shall furnish to Buyer at the closing the non-foreign certification provided for in said Section. Seller agrees to indemnify Buyer from any liability, loss, cost and expense, including reasonable attorney's fees and expenses, which result from any inaccuracy in representation and warranty set forth above or in the said non-foreign certification.

Section 20. Days and Time. Any reference in this Agreement to a "day" or "days" shall mean a calendar day or days, and not a business day or days, unless the provision expressly refers to a "business" day or day. In the event that a day or date or the last day of a period provided for or referred to in this Agreement shall fall on a Saturday, Sunday or legal holiday in the City of Chicago, then such day or date or the last day of such period shall be automatically extended to the next day which is not a Saturday, Sunday or legal holiday in the City of Chicago. If the term "business day" is used in this Agreement, such term means any day which is not a legal holiday in the City of Chicago.

Section 21. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

Section 22. Notices. All notices and other communications provided for in this Agreement ("Notices") shall be in writing. A Notice may be given by a party to this Agreement or by a party's attorney. The "Notice Addresses" of the parties for purposes of this Agreement are the respective addresses set forth on the signature page of this Agreement. A Notice to a party shall be effective when delivered during normal business hours to such party's Notice Address by any means, including, without limitation, personal delivery by the party giving the Notice, delivery by United States regular, certified or registered mail, delivery by a commercial courier or delivery service or delivery by facsimile or other electronic transmission. If delivery of a Notice is refused, it shall be deemed to have been delivered at the time of such refusal of delivery. The party giving a Notice shall have the burden of establishing the fact and date of delivery or refusal of delivery of a Notice.

Section 23. Entire Agreement; No Reliance. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements and understandings of the parties. Each party acknowledges that it is executing this Agreement without relying on any statements, representations or warranties, either oral or written, that are not expressly set forth herein.

Section 24. Assignability. Buyer may not assign its rights under this Agreement without the consent of Seller, which consent may be given or withheld by Seller in its sole discretion.

Section 25. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 26. Modifications and Amendments. This Agreement may be modified or amended only by a written instrument signed by the party sought to be bound by such modification or amendment.

Section 27. Counterparts; Electronic Signatures. This Agreement and any modification or amendment to this Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document. Receipt of an executed signature page to this Agreement or any modification or amendment of this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

Section 28. Governing Law. This Agreement shall be governed by the law of the State of Illinois.

Section 29. Effective Date. The “Effective Date” of this Agreement shall be the date upon which this Agreement becomes fully executed by the parties as set forth on the following signature page(s).

Section 30. City’s Representatives Not Individually Liable. No agent, official or employee of the City shall be personally liable to Buyer, or any successor in interest to Buyer, in the event of any default or breach by the City under the terms of this Agreement.

Section 31. Conflict of Interest; Buyer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in Buyer, this Agreement, the Property or the Intended Use of the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested.

Section 32. Business Relationships. Buyer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a “**Business Relationship**” (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person

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

Section 33. Patriot Act Certification. Buyer represents and warrants that neither Buyer nor 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 City 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. An “**Affiliate**” shall be deemed to be a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Buyer, 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.

Section 34. Prohibition on Certain Contributions (Executive Order No. 05-1).

34.1 Buyer agrees that Buyer, any person or entity who directly or indirectly has an ownership or beneficial interest in Buyer of more than 7.5 percent (“**Owners**”), spouses and domestic partners of such Owners, Buyer’s contractors (i.e., any person or entity in direct contractual privity with Buyer regarding the subject matter of this Agreement) (“**Contractors**”), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent (“**Sub-owners**”) and spouses and domestic partners of such Sub-owners (Buyer 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 Agreement by Buyer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to February 10, 2005, the effective date of Executive Order 2005-1.

34.2 Buyer represents and warrants that from the later of (a) February 10, 2005, or (b) the date the City approached Buyer, or the date Buyer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

34.3 Buyer 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.

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

34.5 Notwithstanding anything to the contrary contained herein, Buyer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 34 or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

34.7 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 City to which Buyer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) “**Contribution**” means a “political contribution” as defined in Chapter 2-156 of the Municipal Code, as amended.

(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, as amended.

Section 35. Failure to Maintain Eligibility to Do Business with the City. Failure by Buyer or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereto to maintain eligibility to do business with the City as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement. Buyer shall at all times comply with Section 2-154-020 of the Municipal Code.

Section 36. Inspector General and Legislative Inspector General. It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City’s Legislative Inspector General and with the City’s Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code. Buyer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code.

[SIGNATURE PAGE(S) FOLLOW THIS PAGE]

Buyer:

**MAXIM'S CHICAGO RESTAURANT
PARTNERS LLC**, an Illinois limited
liability company

By: _____
Printed Name: Jeffrey M. Shapack
Title: Authorized Agent
Date: _____

Address:
c/o Jeffrey M. Shapack
856 W. Armitage, Unit 600
Chicago, IL 60614

Fax Number: _____

Seller:

CITY OF CHICAGO, an Illinois municipal
corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

Address:
c/o _____
121 N. LaSalle Street, _____ Floor
Chicago, IL 60602

Fax number: _____

EXHIBIT A

LEGAL DESCRIPTION

UNITS 'MR', 'UGP-2' AND 'UGS-2' IN THE ASTOR TOWER CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE (HEREINAFTER COLLECTIVELY REFERRED TO AS "PARCEL"):

PARCEL 1:

THE SOUTH 7.07 FEET OF LOT 3 AND ALL OF LOTS 4, 5 AND 6 AND THAT PART OF LOT 7 LYING EAST OF A LINE DRAWN 21 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 7 IN THE SUBDIVISION OF LOT 9, 10 AND 11 IN BLOCK 4 IN STONE'S RESUBDIVISION OF ASTOR'S ADDITION TO CHICAGO, IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF E. GOETHE STREET AND N. ASTOR STREET DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF E. GOETHE STREET WHICH IS 23.5 FEET EAST OF THE SOUTHWEST CORNER OF LOT 7 AFORESAID; THENCE SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF E. GOETHE STREET A DISTANCE OF 17.5 FEET; THENCE EAST ALONG A LINE WHICH IS 17.5 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF E. GOETHE STREET A DISTANCE OF 102 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE 12.5 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 17.83 FEET TO A LINE WHICH IS 17.25 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WESTERLY LINE OF NORTH ASTOR STREET; THENCE NORTHERLY ON SAID PARALLEL LINE A DISTANCE OF 83 FEET MORE OR LESS TO A POINT IN A LINE WHICH IS 0.42 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH 7.07 FEET OF LOT 3 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 17.46 FEET TO THE WESTERLY LINE OF NORTH ASTOR STREET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF NORTH ASTOR STREET TO THE NORTH LINE OF E. GOETHE STREET; THENCE WEST ALONG THE NORTH LINE OF E. GOETHE STREET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25146808, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B

RIGHT OF ENTRY INSURANCE

Buyer shall procure and maintain, or cause its contractors and subcontractors to procure and maintain, at Buyer's sole expense (or the expense of its contractors and subcontractors as applicable), the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois, covering all work under the right of entry granted under Section 15 of this Agreement (the "**Due Diligence Activities**"), whether performed by or on behalf of Buyer. All insurance policies shall remain in effect until completion of the Due Diligence Activities.

(a) Worker's Compensation and Employer's Liability Insurance. Buyer and its contractors shall procure and maintain Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to enter the Property under this Agreement, and Employer's Liability Insurance with limits of not less than \$500,000 each accident or illness.

(b) Commercial General Liability Insurance (Primary and Umbrella). Buyer and its contractors shall procure and maintain Commercial General Liability Insurance, or equivalent, with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Due Diligence Activities.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Due Diligence Activities, Buyer and its contractors shall procure and maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

(d) Professional Liability Insurance. When any architects, engineers, construction managers or other professional consultants perform work in connection with the Due Diligence Activities, such parties shall procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than \$1,000,000, with coverage including contractual liability. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

Buyer shall deliver, or cause its contractors and subcontractors to deliver, certificates of insurance to the City prior to commencing any Due Diligence Activities on the Property. Buyer expressly understands and agrees that any coverage and limits furnished by Buyer shall in no

way limit Buyer's liabilities and responsibilities set forth in this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements set forth herein. The failure of the City to obtain certificates or other evidence of insurance from Buyer (or its contractors or subcontractors as applicable) shall not be deemed to be a waiver by the City of the insurance requirements set forth herein. Buyer shall advise all insurers of the insurance requirements set forth herein and the nature of its use of the Property.

Buyer agrees that insurers shall waive their rights of subrogation against the City. Buyer expressly understands and agrees that any coverages and limits furnished by it (or its contractors or subcontractors as applicable) shall in no way limit Buyer's liabilities and responsibilities specified in this Agreement or by law. Buyer expressly understands and agrees that its insurance (or that of its contractors or subcontractors as applicable) is primary and any insurance or self-insurance programs maintained by the City shall not contribute with insurance provided by Buyer (or its contractors or subcontractors as applicable) under this Agreement.

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

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Maxim's Chicago Restaurant Partners LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant
OR

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

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

B. Business address of the Disclosing Party:

230 W. Kirzie St. ~~St.~~
Chicago IL 60654

C. Telephone: 312-464-9544 Fax: _____ Email: allison@hossalt.com

D. Name of contact person: Allison Koval

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

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

Acquisition of city-owned property located at 1300 N. Astor

- G. Which City agency or department is requesting this EDS? Department of Housing and Economic development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Illinois

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

☐ Yes

☐ No

☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

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

Name	Title
<u>Brendan Sedlitzoff</u>	<u>Member and Manager</u>

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
Brendan Sadikoff	230 W. Kinzie St. Chicago IL 60654	86%
No other persons or entities own over 7.5% of the remaining 14%		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
DLA Piper US LLP (retained)	203 N. LaSalle St Suite 1500 Chicago IL 60601-1293	Attorney	\$8,000 (estimated)

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

☐ Yes

☒ No

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

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

☐ Yes

☐ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

N/A

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

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

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

N/A

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

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

N/A

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

N/A

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

N/A

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

☐ Yes

☐ No

N/A

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

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available online at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Maxim's Chicago Restaurant Partners LLC
(Print or type name of Disclosing Party)

By: [Signature]
(Sign here)

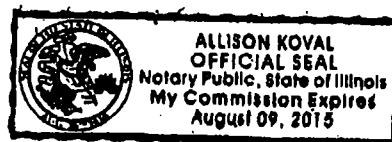
Brendan Godikoff
(Print or type name of person signing)

Member
(Print or type title of person signing)

Signed and sworn to before me on (date) June 3, 2013,
at, COOK County, IL (state).

Allison Koval Notary Public.

Commission expires: Aug 9, 2015



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" 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



O2013-5418

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Sale of City-owned property at 1900-1902 S Troy St/3141-3145 W 19th St under Adjacent Neighbors Land Acquisition Program
Committee(s) Assignment:	Committee on Housing and Real Estate

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties was vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 - 5585 of the Journal of Proceedings of the City Council ("Journal") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, the Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the Journal for such date at pages 11830 - 11833, and on January 7, 1983 and published in the Journal for such date at pages 14803 - 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the Journal for such date at pages 56195 - 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the Journal for such date at pages 92771 - 92773, and on July 28, 2010 and published in the Journal for such date at pages 97370 - 97374 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, pursuant to the current ANLAP Program, as codified at Municipal Code Chapter 2-159-010 *et seq.* (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, pursuant to the current ANLAP Program, if the property appraises at or for less than Ten Thousand Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand Dollars (\$1,000.00); if the property appraises at or for less than Twenty Thousand Dollars (\$20,000.00) but more than Ten Thousand Dollars (\$10,000.00) the minimum acceptable bid must be at least Two Thousand Dollars (\$2,000.00); and if the property appraises for more than Twenty Thousand Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand Dollars (\$20,000.00); and

WHEREAS, pursuant to the current ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying,

assigning or otherwise transferring the parcel except in conjunction with the adjacent parcel owned by the grantee; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence on the adjacent lot, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, the Department of Housing and Economic Development ("DHED") of the City desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to Cesar Estrada (the "Purchaser"), who has a principal residence of 1906 South Troy, Street, Chicago, Illinois, which ANLAP Parcel is located in Ogden/Pulaski Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on April 9, 2008, and published in the Journal of Proceedings of the City Council for such date at pages 24221 through 24477; and

WHEREAS, DHED has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Sun-Times* on March 22, 2013; and

WHEREAS, Purchaser's proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, pursuant to Resolution Number 13-028-21 adopted on May 16, 2013, by the Plan Commission of the City of Chicago ("Commission"), the Commission approved the sale of the Property to the Purchaser; now, therefore

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchaser for the purchase price of One Thousand and 00/100 Dollars (\$1,000.00). Such deed shall include a covenant obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

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

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

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

EXHIBIT A

Bidder: Cesar Estrada
Bidder Address: 1906 South Troy Street, Chicago, Illinois 60623
Bid Amount: \$1,000.00
Appraised Value: \$7,000.00

Legal Description (Subject to Title Commitment and Survey):

Lots 25 & 26 in Block 16, in Resubdivision of Blocks 6, 7, 16 & 17 in Douglas Park Add'n to Chicago in West ½ of the Southwest ¼ of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 1900-02 South Troy Street/3141-45 West 19th Street
Chicago, Illinois 60623

Property Index Number: 16-24-303-021-0000

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

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Cesar Estrada

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

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

OR

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

B. ~~Business~~ ^{Home} address of the Disclosing Party: 1906 S. Troy Chicago
IL 60623

C. Telephone: 773 704 0594 Fax: _____ Email: _____

D. Name of contact person: Cesar Estrada

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

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

anlap 3141-45 W. 19th Street P.I.N 16-24-303-021

G. Which City agency or department is requesting this EDS? Department of Housing
Economic Development

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

Specification # N/A and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

N/A

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

☐ Yes

☐ No

☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

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

Name

Title

N/A

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

Name	Business Address	Percentage Interest in the Disclosing Party
	N/A	

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

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

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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.

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

N/A

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

N/A

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[] is

☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

~~1.~~ 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 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes ☐ No

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Cesar Estrada
(Print or type name of Disclosing Party)

By: C. Estrada V.
(Sign here)

Cesar Estrada
(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) 3-14-13,
at COOK County, ILLINOIS (state).

Cynthia A. Garza Notary Public.

Commission expires: 11-8-15.



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

RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with _____
[identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Cesar A. Estrada
(Print or type legal name of Disclosing Party)

Date: 6-11-13

By:

Estrada C.
(sign here)

Print or type name of signatory:

Cesar A. Estrada

Title of signatory:

Signed and sworn to before me on [date] June 11, 2013, by _____, at Cook County, IL [state].

Cynthia A. Garza Notary Public.

Commission expires: 11-8-15



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" 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.



HSG-

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the sale of City-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-5419

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Sale of City-owned property at 2714 W 16th St under Adjacent Neighbors Land Acquisition Program
Committee(s) Assignment:	Committee on Housing and Real Estate

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties was vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 - 5585 of the Journal of Proceedings of the City Council ("Journal") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, the Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the Journal for such date at pages 11830 - 11833, and on January 7, 1983 and published in the Journal for such date at pages 14803 - 148050 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the Journal for such date at pages 56195 - 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the Journal for such date at pages 92771 - 92773, and on July 28, 2010 and published in the Journal for such date at pages 97370 - 97374 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, pursuant to the current ANLAP Program, as codified at Municipal Code Chapter 2-159-010 et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, pursuant to the current ANLAP Program, if the property appraises at or for less than Ten Thousand Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand Dollars (\$1,000.00); if the property appraises at or for less than Twenty Thousand Dollars (\$20,000.00) but more than Ten Thousand Dollars (\$10,000.00) the minimum acceptable bid must be at least Two Thousand Dollars (\$2,000.00); and if the property appraises for more than Twenty Thousand Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds

Twenty Thousand Dollars (\$20,000.00); and

WHEREAS, pursuant to the current ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the adjacent parcel owned by the grantee; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence on the adjacent lot, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, the Department of Housing and Economic Development ("DHED") of the City desires to convey the vacant parcel of real property identified on **Exhibit A** to this ordinance (the "ANLAP Parcel") to Virginia M. Tellez (the "Purchaser"), who has a principal residence of 2712 West 16th Street, Chicago, Illinois, 60608, which the ANLAP Parcel is located in the Midwest Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on May 17, 2000, and published in the Journal of Proceedings of the City Council for such date at pages 30775 through 30953; and

WHEREAS, DHED has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Sun-Times* on March 22, 2013; and

WHEREAS, Purchaser's proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, pursuant to Resolution Number 13-028-21 adopted on May 16, 2013, by the Plan Commission of the City of Chicago ("Commission"), the Commission approved the sale of the Property to the Purchaser; now, therefore

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchaser for the purchase price of One Thousand and 00/100 Dollars (\$1,000.00). Such deed shall include a covenant obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

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

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

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

EXHIBIT A

Bidder: Virginia M. Tellez
Bidder Address: 2712 W. 16th Street, Chicago, Illinois 60608
Bid Amount: \$1,000.00
Appraised Value: \$2,000.00

Legal Description (Subject to Title Commitment and Survey):

Lot 13 in Carson's Subdivision of Lot 6 in Block 4, Lot 12 in Block 5, Lot 4 in Block 7, Lots 16, 17 and 18 in Block 7, and Lot 5 in Block 8, all in Cook and Anderson's Subdivision of the West ½ of the Northeast ¼ of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Address: 2714 West 16th Street
Chicago, Illinois 60608

Property Index Number: 16-24-225-034-0000

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

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Virginia M. Teller

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant
OR

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

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

B. ~~Business~~ address of the Disclosing Party:

Home

2712 W. 16th Street
Chicago IL, 60650

C. Telephone: 773-956-3333 Fax: _____ Email: N/A

D. Name of contact person: Virginia M. Teller

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

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

2712 W. 16th Street Chicago IL, 60650 14-24-225-034

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

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

Specification # N/A and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

N/A

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

☐ Yes ☐ No ☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

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

Name

Title

N/A

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
N/A		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes ☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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

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

N/A

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

[] Yes

☒ No

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

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

[] Yes

☒ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

N/A

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

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

N/A

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

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

Name

Business Address

Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

____ 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:

N/A

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

N/A

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

N/A

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Virginia M. Tellez
(Print or type name of Disclosing Party)

By: Virginia M. Tellez
(Sign here)

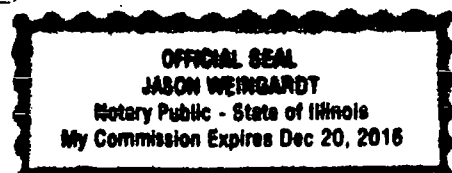
VIRGINIA M-TELLEZ
(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) 02/11/2013,
at Cook County, IL (state).

J. [Signature] Notary Public.

Commission expires: 12/20/2016.



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" 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.

N/A

HSG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the sale of City-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-5420

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Sale of City-owned property at 3507 W Hirsch St under Adjacent Neighbors Land Acquisition Program
Committee(s) Assignment:	Committee on Housing and Real Estate

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties was vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 - 5585 of the Journal of Proceedings of the City Council ("Journal") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, the Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the Journal for such date at pages 11830 - 11833, and on January 7, 1983 and published in the Journal for such date at pages 14803 - 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the Journal for such date at pages 56195 - 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the Journal for such date at pages 92771 - 92773, and on July 28, 2010 and published in the Journal for such date at pages 97370 - 97374 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, pursuant to the current ANLAP Program, as codified at Municipal Code Chapter 2-159-010 et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, pursuant to the current ANLAP Program, if the property appraises at or for less than Ten Thousand Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand Dollars (\$1,000.00); if the property appraises at or for less than Twenty Thousand Dollars (\$20,000.00) but more than Ten Thousand Dollars (\$10,000.00) the minimum acceptable bid must be at least Two Thousand Dollars (\$2,000.00); and if the property appraises for more than Twenty Thousand Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds

Twenty Thousand Dollars (\$20,000.00); and

WHEREAS, pursuant to the current ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the adjacent parcel owned by the grantee; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence on the adjacent lot, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, the Department of Housing and Economic Development ("DHED") of the City desires to convey the vacant parcel of real property identified on **Exhibit A** to this ordinance (the "ANLAP Parcel") to Alejandro Delgado and Esther Delgado (the "Purchasers"), who have a principal residence of 3511 West Hirsch Street, Chicago, Illinois, 60651; and

WHEREAS, DHED has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any); and

WHEREAS, Purchasers' proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, pursuant to Resolution Number 13-028-21 adopted on May 16, 2013, by the Plan Commission of the City of Chicago ("Commission"), the Commission approved the sale of the Property to the Purchasers; now, therefore

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

SECTION 1. The City hereby accepts the bid of the Purchasers to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchasers for the purchase price of One Thousand and 00/100 Dollars (\$1,000.00). Such deed shall include a covenant obligating the Purchasers to use the ANLAP Parcel only for a use consistent with the requirements of the ANLAP Program Ordinance.

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

SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this

ordinance are hereby repealed to the extent of such conflict.

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

EXHIBIT A

Bidders: Alejandro Delgado and Esther Delgado
Bidders' Address: 3511 West Hirsch Street, Chicago, Illinois
Bid Amount: \$2,000.00
Appraised Value: \$11,000.00

Legal Description (Subject to Title Commitment and Survey):

Lot 152 in Dickey's Addition to Chicago in the Northeast $\frac{1}{4}$ of Section 2, Township 39 North, Range 13 East of The Third Principal Meridian, in Cook County, Illinois.

Address: 3507 West Hirsch Street
Chicago, Illinois 60651

Property Index Number: 16-02-216-021-0000

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

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

ESTHER DELGADO

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant
OR

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

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

B. ~~Business~~ ^{HOME} address of the Disclosing Party: _____
CHICAGO IL 60651

C. Telephone: _____ Email: _____

D. Name of contact person: ESTHER DELGADO

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

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

ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM (ANLAP)
DEPARTMENT OF HOUSING

G. Which City agency or department is requesting this EDS? AND ECONOMIC DEVELOPMENT

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

N/A

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

☐ Yes ☐ No ☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

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

Name

Title

N/A

N/A

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
<u>NONE</u>		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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

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

NONE

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

☐ Yes

☒ No

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

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

☐ Yes

☐ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

N/A

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is

☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

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

Name

Business Address

Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

N/A

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☒ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

ESTHER DELGADO
(Print or type name of Disclosing Party)

By: Esther Delgado
(Sign here)

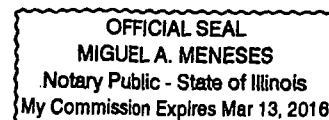
ESTHER DELGADO
(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) 4/1/2013,
at Cook County, Illinois (state).

Miguel A. Meneses Notary Public.

Commission expires: March 13, 2016.



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" 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**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

ALEJANDRO DELGADO

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant
OR

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

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

B. ~~Business~~ ^{HOME} address of the Disclosing Party: _____
CHICAGO IL 60651

C. Telephone: _____ Email: _____

D. Name of contact person: ALEJANDRO DELGADO

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

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

ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM (ANLAP)

G. Which City agency or department is requesting this EDS? DEPARTMENT OF HOUSING
AND ECONOMIC DEVELOPMENT

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

N/A

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

☐ Yes

☐ No

☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

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

Name

Title

N/A

N/A

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
NONE		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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

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

NONE

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

☐ Yes

☒ No

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

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

☐ Yes

☐ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

N/A

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[] is

☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

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

Name

Business Address

Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☒ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

ALEJANDRO DELGADO
(Print or type name of Disclosing Party)

By: *Alejandro Delgado*
(Sign here)

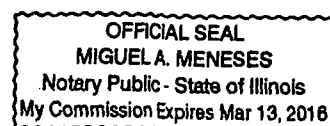
ALEJANDRO DELGADO
(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) 4/11/2013,
at COOK County, Illinois (state).

Miguel A. Meneses Notary Public.

Commission expires: March 13, 2016



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" 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.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the sale of City-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-5421

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Sale of City-owned property at 3715 W Potomac Ave under Adjacent Neighbors Land Acquisition Program
Committee(s) Assignment:	Committee on Housing and Real Estate

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties was vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 - 5585 of the Journal of Proceedings of the City Council ("Journal") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, the Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the Journal for such date at pages 11830 - 11833, and on January 7, 1983 and published in the Journal for such date at pages 14803 - 148050 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the Journal for such date at pages 56195 - 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the Journal for such date at pages 92771 - 92773, and on July 28, 2010 and published in the Journal for such date at pages 97370 - 97374 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, pursuant to an ordinance dated September 14, 1994 and published in the Journal for such date at pages 56195 - 56198, as amended September 4, 2002 and published in the Journal for such date at pages 92771 - 92773, and as amended July 28, 2010 and published in the Journal for such date at pages 97370 - 97374, the City established a new program for the disposition of certain vacant real property owned by the City known as the ANLAP Program; and

WHEREAS, pursuant to the current ANLAP Program, as codified at Municipal Code Chapter 2-159-010 et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, pursuant to the current ANLAP Program, if the property appraises at or for

less than Ten Thousand Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand Dollars (\$1,000.00); if the property appraises at or for less than Twenty Thousand Dollars (\$20,000.00) but more than Ten Thousand Dollars (\$10,000.00) the minimum acceptable bid must be at least Two Thousand Dollars (\$2,000.00); and if the property appraises for more than Twenty Thousand Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand Dollars (\$20,000.00); and

WHEREAS, pursuant to the current ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the adjacent parcel owned by the grantee; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence on the adjacent lot, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, the Department of Housing and Economic Development ("DHED") of the City desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to Alan Spada and Cheryl Mack (the "Purchasers"), who have a principal residence of 3713 West Potomac Avenue, Chicago, Illinois 60651, which ANLAP Parcel is located in the Division and Homan Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on June 27, 2001, and published in the Journal of Proceedings of the City Council for such date at pages 61711 through 61851; and

WHEREAS, DHED has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchasers to be published in the *Chicago Sun-Times* on March 22, 2013; and

WHEREAS, Purchasers' proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, pursuant to Resolution Number 13-028-21 adopted on May 16, 2013, by the Plan Commission of the City of Chicago ("Commission"), the Commission approved the sale of the Property to the Purchasers; now, therefore

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

SECTION 1. The City hereby accepts the bid of the Purchasers to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchasers for the purchase price of Two Thousand Two Hundred and 00/100 Dollars (\$2,200.00). Such deed shall include a covenant obligating the Purchasers to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

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

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

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

EXHIBIT A

Bidders: Alan Spada and Cheryl Mack
Bidder Address: 3713 West Potomac Avenue, Chicago, Illinois 60651
Bid Amount: \$2,200.00
Appraised Value: \$15,000.00

Legal Description (Subject to Title Commitment and Survey):

Lot 6 in Block 14 in Beebe's Subdivision of the East ½ of the Northwest ¼ of Section 2, Township 39 North, Range 13 (Except 5 Acres in the Northeast corner thereof) East of the Third Principal Meridian, in Cook County, Illinois.

Address: 3715 West Potomac Avenue
Chicago, Illinois 60651

Property Index Number: 16-02-129-014-0000

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

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a if applicable:

Alan Spada

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

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

OR

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

B. ~~Business~~ ^{Home} address of the Disclosing Party: 3713 W. Potomac Ave.
Chicago IL 60651

C. Telephone: 773-439-9298 Fax: NA Email: alspada@juno.com

D. Name of contact person: Alan Spada

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

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

Purchase City owned vacant land via ANCLAP

G. Which City agency or department is requesting this EDS? Department of Housing & Economic Development

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

Specification # NA and Contract # NA

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

N/A

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

☐ Yes ☐ No ☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

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

Name

Title

N/A

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

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

Name

Business Address

Percentage Interest in the
Disclosing Party

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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

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

MLA

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

☐ Yes

☒ No

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

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

☐ Yes

☐ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

N/A

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[] is ~~is~~ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☒ Yes

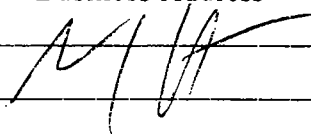
☐ No

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

Name

Business Address

Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

1 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.

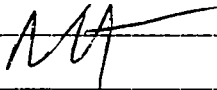
2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, 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 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):



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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☒ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

SECTION VII – ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available online at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Alan Spadla
(Print or type name of Disclosing Party)

By: Alan Spadla
(Sign here)

Alan Spadla
(Print or type name of person signing)

Alan Spadla
(Print or type title of person signing)

Signed and sworn to before me on (date) March 20th, 2013
at Cook County, Illinois (state).

Larry L. Shaw Notary Public.

Commission expires: 10/20/14.



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" 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**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Cheryl L. Mack

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant
OR

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

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

B. ~~Business~~ ^{HOME} address of the Disclosing Party: 3713 W. Potomac
Chicago IL 60651

C. Telephone: 630-276-6788 Fax: _____ Email: cheriepie28@yahoo.com

D. Name of contact person: Alan Spada

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

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

N/A

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

N/A

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

☐ Yes ☐ No ☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

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

Name

Title

<u>N/A</u>	

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
P/A		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes ☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

☐ Yes ☒ No ☐ 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

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

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

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

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

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

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

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

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

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

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

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

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

None

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is

☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

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

MT

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes ☒ No

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

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

Does the Matter involve a City Property Sale?

☒ Yes ☐ No

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

Name	Business Address	Nature of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

NA

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

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.

Not federally funded N/A

Is the Disclosing Party the Applicant?

☒ Yes

☐ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

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

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

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

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

The Disclosing Party represents and warrants that:

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

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Cheryl L. Mack
(Print or type name of Disclosing Party)

By: [Signature]
(Sign here)

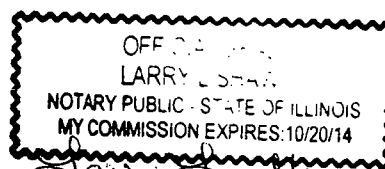
Cheryl L. Mack
(Print or type name of person signing)

Cheryl L. Mack
(Print or type title of person signing)

Signed and sworn to before me on (date) March 20th, 2013,
at Cook County, Illinois (state).

Larry L. Shaw Notary Public.

Commission expires: 10/20/14.



[Signature]

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" 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.



HSG.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the sale of City-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2013-5422

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/26/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Sale of City-owned property at 3918 S Wells St to Quick Ventures, LLC
Committee(s) Assignment:	Committee on Housing and Real Estate

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City is the owner of the parcel of property located at 3918 South Wells Street, Chicago, Illinois, which is legally described on Exhibit A attached hereto (the "Property"), which Property is located in the Stockyards Annex Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council of the City on December 11, 1996 published in the Journal of Proceedings of the City Council for such date at pages 78139 through 78242; and

WHEREAS, Quick Ventures, LLC ("Grantee"), 3922 South Wells Street, 2nd fl. Chicago, Illinois 60609, has offered to purchase the Property from the City for the sum of One Thousand and No/100 Dollars (\$1,000.00), such amount being the appraised fair market value of the Property as if unimproved, to improve with landscaped open space that part of the Property which is not currently improved with a garage; and

WHEREAS, pursuant to Resolution No. 13-030-21 adopted on May 16, 2013, by the Plan Commission of the City of Chicago (the "Commission"), the Commission approved the negotiated sale of the Property to the Grantee; and

WHEREAS, public notice advertising the City's intent to enter into a negotiated sale of the Property with the Grantee and requesting alternative proposals appeared in the *Chicago Sun-Times*, a newspaper of general circulation, on March 22, 2013, and March 29, 2013; and

WHEREAS, no alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The City Council of the City hereby approves the sale of the Property to the Grantee for the amount of One Thousand and No/100 Dollars (\$1,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. Such deed shall include a covenant obligating the Grantee to use the Property only for use consistent with the land uses permitted under the redevelopment plan for the Area. Grantee's acceptance of the City's deed shall constitute Grantee's agreement to such covenant. The quitclaim deed shall also contain language substantially in the following form:

This conveyance is subject to the express condition that the Property is improved with landscaped open space within six (6) months of the date of this deed. In the event that the condition is not met, the City of Chicago may re-enter the Property and revert title in the City of Chicago. Grantee, at the request of the City of Chicago, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such reversion of title. This right of reverter and re-entry shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.

The Grantee acknowledges that if the Grantee develops the Property with a residential housing project, as defined under and that is subject to Section 2-45-110 of the Municipal Code of the City (the "Affordable Requirements Ordinance"), the Grantee and such project shall be obligated to comply with the Affordable Requirements Ordinance.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

EXHIBIT A

Purchaser: Quick Ventures, LLC
Purchaser's Address: 3922 South Wells Street 2nd fl., Chicago, Illinois 60609
Purchase Amount: \$1,000.00
Appraised Value As Is: \$1,000.00

Legal Description (Subject to Title Commitment and Survey):

Lot 37 (Except the West 54 feet Thereof) in Glover's Resubdivision of Block 2 in Pryor's Subdivision in the Northeast ¼ of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 3918 South Wells Street
Chicago, Illinois 60609

Property Index Number: 20-04-201-024-0000

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Quick Ventures LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant
OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
OR

3. ☐ a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 3922 S. Wells St. 2nd fl
Chicago IL 60609

C. Telephone: 847 877 2264 Fax: N/A Email: BQUICK7125@AOL.COM

D. Name of contact person: BROTHELLA QUICK

E. Federal Employer Identification No. (if you have one): N/A

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

NEGOTIATED SALE 3918 S. WELLS ST. + 3921 S. PRINCETON AVE.

G. Which City agency or department is requesting this EDS? DEPT. OF HOUSING + ECO. DEV.

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

☐ Person	☒ Limited liability company
☐ Publicly registered business corporation	☐ Limited liability partnership
☐ Privately held business corporation	☐ Joint venture
☐ Sole proprietorship	☐ Not-for-profit corporation
☐ General partnership	(Is the not-for-profit corporation also a 501(c)(3))?
☐ Limited partnership	☐ Yes ☐ No
☐ Trust	☐ Other (please specify)
-

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

ILLINOIS

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes ☐ No ☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name

Title

BROTHERA QUICK

PRESIDENT

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
BROTHERA QUICK	3922 S. Wells St	2nd fl Chicago IL 100%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes ☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.

N/A

(Add sheets if necessary)

[] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[] Yes

☒ No

[] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[] Yes

[] No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. **NOTE:** If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.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, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

N/A

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name

Business Address

Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

____ 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 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

N/A

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes ☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes ☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes ☐ No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes ☐ No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Brothella Quick
(Print or type name of Disclosing Party)

By: B. Quick
(Sign here)

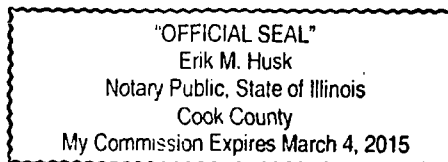
BROTHELLA QUICK
(Print or type name of person signing)

President
(Print or type title of person signing)

Signed and sworn to before me on (date) 1/23/13,
at Cook County, Illinois (state).

Erik M. Husk Notary Public.

Commission expires: 3/4/2015



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" 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.

N/A

**INVITATION FOR PROPOSALS FOR
3918 South Wells Street & 3921 South Princeton Avenue**

PUBLIC NOTICE is hereby given by the City of Chicago (the "City"), pursuant to section 5-11-74.4-4 (c) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5-11-74.4-1 et seq.), that the City, through its Department of Housing and Economic Development, Real Estate Division (the "Department"), has received an offer from Quick Ventures, LLC, 3922 South Wells Street, 2nd fl., Chicago, Illinois 60609, to purchase City-owned Properties containing a total area of approximately 3,059.5 square feet, located at the following address:

**3918 South Wells Street.....PIN: 20-04-201-023-0000
3921 South Princeton Avenue.....PIN: 20-04-201-024-0000**

These Properties are located in the Stockyards Annex Redevelopment Project Area ("Area") established pursuant to ordinance adopted by the City Council of the City of Chicago on December 11, 1996, published in the Journal of Proceedings of the City Council for such date at pages 78139 through 78242.

Quick Ventures, LLC, has proposed to acquire the subject properties for the purpose of expanding the availability of open space and has agreed to pay \$2,000.00 for the properties which is equivalent to the appraised market value and is the minimum price acceptable to the Department of Housing and Economic Development, Real Estate Division. Prior to further consideration of the proposed purchase the Department desires to invite proposals from other developers interested in the acquisition and development of the property.

All proposals are required to be submitted in writing to the:

DEPARTMENT OF HOUSING AND ECONOMIC
DEVELOPMENT
Efrain Hernandez-Diaz
Real Estate Division
121 North LaSalle Street, Room 1003
Chicago, Illinois 60602

All proposals must be submitted on or before Monday, April 22, 2013, by 4:00 p.m. and must describe the general plan for development of the property, the price offered for the property, the names of the party or parties making the proposal, evidence of financial qualifications and capacity to complete said development, and the timetable for implementation of the proposal.

The City of Chicago reserves the right to reject any or all proposals, or to request additional information in clarification of any proposal. No proposal will be accepted from any person, firm or corporation who is in default on any loan or debt owed to the City of Chicago, either as principal or surety, or is otherwise in breach of any contract or obligation to the City.

The City of Chicago, Department of Housing and Economic Development, is an Equal Employment Opportunity/Affirmative Action Employer. If you need assistance regarding this invitation, please call the Real Estate Division at (312)744-6061. Pub: 03/22, 03/29/2013 525370



ANDREW J. MOONEY
COMMISSIONER

RAHM EMANUEL
MAYOR

HSG-



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 26, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the sale of City-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor