



# City of Chicago



O2016-5712

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 7/20/2016

**Sponsor(s):** Emanuel (Mayor)

**Type:** Ordinance

**Title:** Amendment of authorized TIF fundings, and Agreements with Neighborhood Housing Services, Inc. to continue administration of 119th and Halsted, a119th/I-57, 63rd/Ashland, Central/West, Englewood Neighborhood and Midwest Programs

**Committee(s) Assignment:** Committee on Finance



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

July 20, 2016

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an allocation of TIF Funds for the Neighborhood Improvement Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor

## ORDINANCE

**WHEREAS**, the City of Chicago ("City"), pursuant to an ordinance adopted by the City Council on March 29, 2006, established a TIF Neighborhood Improvement program in the 119<sup>th</sup> and Halsted Redevelopment Project Area ("119<sup>th</sup> and Halsted Area") to fund improvements to single-family residential properties in the 119<sup>th</sup> and Halsted Area (the "119<sup>th</sup> and Halsted Program") and, through the Department of Planning and Development ("DPD"), entered into an agreement ("119<sup>th</sup> and Halsted NHS Agreement") with Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS"), which 119<sup>th</sup> and Halsted NHS Agreement, as amended, continues in full force and effect, pursuant to which NHS is performing certain administrative services for the 119<sup>th</sup> and Halsted Program; and

**WHEREAS**, DPD desires to modify the 119<sup>th</sup> and Halsted Program to i) increase funding by an additional amount not to exceed \$500,000, and ii) enter into an amendment to the 119<sup>th</sup> and Halsted NHS Agreement to enable NHS to perform certain administrative services for the modified 119<sup>th</sup> and Halsted Program (such amendment, the "Second Amended 119<sup>th</sup> and Halsted NHS Agreement," is attached hereto as Exhibit A); and

**WHEREAS**, the City's obligation to provide funds under the Second Amended 119<sup>th</sup> and Halsted NHS Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the 119<sup>th</sup> and Halsted Area, or (ii) any other funds legally available to the City for this purpose;

**WHEREAS**, the City pursuant to an ordinance adopted by the City Council on March 29, 2006, established a TIF Neighborhood Improvement program in the 119th/I-57 Redevelopment Project Area ("119th/I-57 Area") to fund improvements to single-family residential properties in the 119th/I-57 Area (the "119th/I-57 Program") and, through DPD, entered into an agreement ("119th/I-57 NHS Agreement") with NHS, which 119th/I-57 NHS Agreement, as amended, continues in full force and effect, pursuant to which NHS is performing certain administrative services for the 119th/I-57 Program; and

**WHEREAS**, DPD desires to modify the 119th/I-57 Program to i) increase funding by an additional amount not to exceed \$1,000,000, and ii) enter into an amendment to the 119th/I-57 NHS Agreement to enable NHS to perform certain administrative services for the modified 119th/I-57 Program (such amendment, the "Second Amended 119th/I-57 NHS Agreement," is attached hereto as Exhibit B); and

**WHEREAS**, the City's obligation to provide funds under the Second Amended 119th/I-57 NHS Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the 119th/I-57 Area, or (ii) any other funds legally available to the City for this purpose;

**WHEREAS**, the City, pursuant to an ordinance adopted by the City Council on May 4, 2001, established a TIF Neighborhood Improvement program in the 63rd/Ashland Redevelopment Project Area ("63rd/Ashland Area") to fund improvements to single-family residential properties in the 63rd/Ashland Area (the "63rd/Ashland Program") and, through DPD, entered into an agreement ("63rd/Ashland NHS Agreement") with NHS, which 63rd/Ashland NHS Agreement, as amended, continues in full force and effect, pursuant to which NHS is performing certain administrative services for the 63rd/Ashland Program; and

**WHEREAS**, DPD desires to modify the 63rd/Ashland Program to i) increase funding by an additional amount not to exceed \$500,000, and ii) enter into an amendment to the 63rd/Ashland NHS Agreement to enable NHS to perform certain administrative services for the modified 63rd/Ashland Program (such amendment, the "Second Amended 63rd/Ashland NHS Agreement," is attached hereto as Exhibit C); and

**WHEREAS**, the City's obligation to provide funds under the Second Amended 63rd/Ashland NHS Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the 63rd/Ashland Area, or (ii) any other funds legally available to the City for this purpose;

**WHEREAS**, the City, pursuant to an ordinance adopted by the City Council on December 12, 2007, established a TIF Neighborhood Improvement program in the Central/West Redevelopment Project Area ("Central/West Area") to fund improvements to single-family residential properties in the Central/West Area (the "Central/West Program") and, through DPD, entered into an agreement ("Central/West NHS Agreement") with NHS, which Central/West NHS Agreement, as amended, continues in full force and effect, pursuant to which NHS is performing certain administrative services for the Central/West Program; and

**WHEREAS**, DPD desires to modify the Central/West Program to i) increase funding by an additional amount not to exceed \$1,000,000, and ii) enter into an additional amendment to the Central/West NHS Agreement to enable NHS to perform certain administrative services for the modified Central/West Program (such amendment, the "Third Amended Central/West NHS Agreement," is attached hereto as Exhibit D); and

**WHEREAS**, the City's obligation to provide funds under the Third Amended Central/West NHS Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the Central/West Area, or (ii) any other funds legally available to the City for this purpose;

**WHEREAS**, the City, pursuant to an ordinance adopted by the City Council on March 10, 2004, established a TIF Neighborhood Improvement program in the Englewood Neighborhood Redevelopment Project Area ("Englewood Neighborhood Area") to fund improvements to single-family residential properties in the Englewood Neighborhood Area (the "Englewood Neighborhood Program") and, through DPD, entered into an agreement ("Englewood Neighborhood NHS Agreement") with NHS, which Englewood Neighborhood NHS Agreement, as amended, continues in full force and effect, pursuant to which NHS is performing certain administrative services for the Englewood Neighborhood Program; and

**WHEREAS**, DPD desires to modify the Englewood Neighborhood Program to i) increase funding by an additional amount not to exceed \$1,000,000, and ii) enter into an additional amendment to the Englewood Neighborhood NHS Agreement to enable NHS to perform certain administrative services for the modified Englewood Neighborhood Program (such amendment, the "Fourth Amended Englewood Neighborhood NHS Agreement," is attached hereto as Exhibit E); and

**WHEREAS**, the City's obligation to provide funds under the Fourth Amended Englewood Neighborhood NHS Agreement will be met through (i) incremental taxes deposited in the

Special Tax Allocation Fund of the Englewood Neighborhood Area, or (ii) any other funds legally available to the City for this purpose;

**WHEREAS**, the City, pursuant to an ordinance adopted by the City Council on October 31, 2001, established a TIF Neighborhood Improvement program in the Midwest Redevelopment Project Area ("Midwest Area") to fund improvements to single-family residential properties in the Midwest Area (the "Midwest Program") and, through DPD, entered into an agreement ("Midwest NHS Agreement") with NHS, which Midwest NHS Agreement, as amended, continues in full force and effect, pursuant to which NHS is performing certain administrative services for the Midwest Program; and

**WHEREAS**, DPD desires to modify the Midwest Program to i) increase funding by an additional amount not to exceed \$1,000,000, and ii) enter into an additional amendment to the Midwest NHS Agreement to enable NHS to perform certain administrative services for the modified Midwest Program (such amendment, the "Third Amended Midwest NHS Agreement," is attached hereto as Exhibit F); and

**WHEREAS**, the City's obligation to provide funds under the Third Amended Midwest NHS Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the Midwest Area, or (ii) any other funds legally available to the City for this purpose; 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. NHS is hereby designated to continue to administer the 119<sup>th</sup> and Halsted, the 119<sup>th</sup>/I-57, the 63<sup>rd</sup>/Ashland, the Central/West, the Englewood Neighborhood, and the Midwest Programs, subject to the supervision of DPD.

SECTION 3. The Commissioner of DPD (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 amendments to the agreements between NHS and the City substantially in the form attached hereto as Exhibits A-F 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 amendments.

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 Second Amendment  
to  
119<sup>th</sup> and Halsted NHS Agreement  
with  
Neighborhood Housing Services of Chicago, Inc.

This Second Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2016 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 Planning and Development ("DPD"), 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**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on February 6, 2002: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 119th and Halsted Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the 119th and Halsted Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 119th and Halsted Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "119th and Halsted TIF Area"; and

**WHEREAS**, the City, through DPD, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the 119th and Halsted TIF Area (the "119th and Halsted Program") up to a maximum of \$1,000,000 and, pursuant to an ordinance adopted by the City Council on March 29, 2006, entered into an agreement with NHS ("Agreement") for NHS to perform certain administrative services for the 119th and Halsted Program; and

**WHEREAS**, the City and NHS entered into a first amendment to the Agreement ("First Amendment"), which modified certain terms and conditions of the 119<sup>th</sup> and Halsted Program and which authorized NHS to continue to provide administrative services for the expanded 119<sup>th</sup> and Halsted Program; and

**WHEREAS**, the City now desires to further amend the Agreement with NHS in order to provide an additional \$500,000 to the 119th and Halsted Program and to authorize NHS to continue to provide administrative services under the expanded 119th and Halsted Program ("Second Amendment"); and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the 119th and Halsted TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2016, the City has approved the execution and delivery of this Second 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 in force that conforms to the requirements of Section 4.9 of the Agreement.

**ARTICLE III**

**AMENDMENTS TO AGREEMENT, AS PREVIOUSLY AMENDED**

The Agreement, as previously amended by the First Amendment, is further amended as follows:

- (a) Substitute the following text for the current text in ARTICLE IV, Section 4.2(a):

- (a) The total amount of Program Funds shall be up to \$1,500,000. NHS shall provide written notice to the City when the aggregate amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, equals \$1,400,000 and thereafter when the amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, reaches \$1,500,000. Program Funds are deemed committed for purposes of this Section when NHS has determined the amount of Program Funds to be the subject of a Grant and sent notice of final approval of an Application pursuant to Section 4.3(e) to an Eligible Homeowner. Notwithstanding the foregoing, NHS understands and agrees that the City's obligation to provide Program Funds under this Agreement is expressly conditioned upon the availability of unencumbered incremental taxes in the Special Tax Allocation Fund for the 119th and Halsted TIF Area. No Grants shall be made or committed to be made by NHS hereunder when such commitment

would result in the aggregate amount of Grants, together with all administrative costs related to such Grants paid to NHS pursuant to Section 6.5, exceeding the available Program Funds in such amount as the City may determine from time to time. No Grants shall be made or committed to be made by NHS hereunder after the date of receipt of the notice from the City described in Section 6.2 hereof regarding the termination of this Agreement.

- (b) Substitute the following text for the current text in ARTICLE IV, Section 4.2(b):

(b) As of the date of this Agreement, the total amount of funds available hereunder for use in the 119th and Halsted TIF Area is \$1,500,000. This amount may be changed from time to time upon written notice by DPD to NHS, provided that the aggregate amount shall not exceed \$1,500,000 (or such other amount as the City may determine from time to time).

- (c) Substitute the following text for the current text in the definition of "Qualified Family":

"Qualified Family" means a family whose annual household income does not exceed 140 percent of the Median Income.

- (d) Substitute the following text for the current text in the last paragraph of ARTICLE IV, Section 4.3(b):

To accommodate the possibility that additional Selected Applicants will need to be chosen from eligible Applications because some earlier Applications are not in compliance with this Agreement, or because Program Funds are still available to make Grants, NHS may establish a waiting list to be chosen by the same lottery process described above. If additional Applications are needed thereafter, then NHS will designate a time and place as set forth above to receive additional Applications.

- (e) Add the following text to ARTICLE IV, Section 4.3(b):

The \$500,000 in Program Funds authorized pursuant to an ordinance adopted by the City Council on \_\_\_\_\_, 2016 shall be used to provide Grants to Eligible Homeowners who were placed on the waiting list that was generated from the Lottery conducted on June 2, 2016.

Except as set forth herein, the Agreement, as previously amended, is not further amended.

## ARTICLE IV

### OBLIGATION TO PROVIDE DOCUMENTS

NHS shall execute and deliver to DPD 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.



**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 Planning and Development

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

Exhibit B

Form of Second Amendment  
to  
119th/I-57 NHS Agreement  
with  
Neighborhood Housing Services of Chicago, Inc.

This Second Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2016 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 Planning and Development ("DPD"), 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**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on November 6, 2002: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 119th/I-57 Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the 119th/I-57 Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 119th/I-57 Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "119th/I-57 TIF Area"; and

**WHEREAS**, the City, through DPD, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the 119th/I-57 TIF Area (the "119th/I-57 Program") up to a maximum of \$1,000,000 and, pursuant to an ordinance adopted by the City Council on March 29, 2006, entered into an agreement with NHS ("Agreement") for NHS to perform certain administrative services for the 119th/I-57 Program; and

**WHEREAS**, the City and NHS entered into a first amendment to the Agreement ("First Amendment"), which modified certain terms and conditions of the 119<sup>th</sup>/I-57 Program and which authorized NHS to continue to provide administrative services for the expanded 119th/I-57 Program; and

**WHEREAS**, the City now desires to further amend the Agreement with NHS in order to provide an additional \$1,000,000 to the 119th/I-57 Program and to authorize NHS to continue to provide administrative services under the expanded 119th/I-57 Program ("Second Amendment"); and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the 119th/I-57 TIF

Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2016, the City has approved the execution and delivery of this Second 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 in force that conforms to the requirements of Section 4.9 of the Agreement.

**ARTICLE III**

**AMENDMENTS TO AGREEMENT, AS PREVIOUSLY AMENDED**

The Agreement, as previously amended by the First Amendment, is further amended as follows:

(a) Substitute the following text for the current text in ARTICLE IV, Section 4.2(a):

(a) The total amount of Program Funds shall be up to \$2,000,000. NHS shall provide written notice to the City when the aggregate amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, equals \$1,800,000 and thereafter when the amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, reaches \$2,000,000. Program Funds are deemed committed for purposes of this Section when NHS has determined the amount of Program Funds to be the subject of a Grant and sent notice of final approval of an Application pursuant to Section 4.3(e) to an Eligible Homeowner. Notwithstanding the foregoing, NHS understands and agrees that the City's obligation to provide Program Funds under this Agreement is expressly conditioned upon the availability of unencumbered incremental taxes in the Special Tax Allocation Fund for the 119th/I-57 TIF Area. No Grants shall be made or committed to be made by NHS hereunder when such commitment would result in the aggregate amount of Grants, together with all administrative costs related to such Grants paid to NHS pursuant to Section 6.5, exceeding the

available Program Funds in such amount as the City may determine from time to time. No Grants shall be made or committed to be made by NHS hereunder after the date of receipt of the notice from the City described in Section 6.2 hereof regarding the termination of this Agreement.

- (b) Substitute the following text for the current text in ARTICLE IV, Section 4.2(b):

(b) As of the date of this Agreement, the total amount of funds available hereunder for use in the 119th/I-57 TIF Area is \$2,000,000. This amount may be changed from time to time upon written notice by DPD to NHS, provided that the aggregate amount shall not exceed \$2,000,000 (or such other amount as the City may determine from time to time).

- (c) Substitute the following text for the current text in the definition of "Qualified Family":

"Qualified Family" means a family whose annual household income does not exceed 140 percent of the Median Income.

- (d) Substitute the following text for the current text in the last paragraph of ARTICLE IV, Section 4.3(b):

To accommodate the possibility that additional Selected Applicants will need to be chosen from eligible Applications because some earlier Applications are not in compliance with this Agreement, or because Program Funds are still available to make Grants, NHS may establish a waiting list to be chosen by the same lottery process described above. If additional Applications are needed thereafter, then NHS will designate a time and place as set forth above to receive additional Applications.

Except as set forth herein, the Agreement, as previously amended, is not further amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to DPD 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.

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

**CITY OF CHICAGO**

By: \_\_\_\_\_  
Commissioner  
Department of Planning and Development

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Exhibit C

Form of Second Amendment  
to  
63rd/Ashland NHS Agreement  
with  
Neighborhood Housing Services of Chicago, Inc.

This Second Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2016 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 Planning and Development ("DPD"), 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**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on March 29, 2006: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 63rd/Ashland Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the 63rd/Ashland Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 63rd/Ashland Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "63rd/Ashland TIF Area"; and

**WHEREAS**, the City, through DPD, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the 63rd/Ashland TIF Area (the "63rd/Ashland Program") up to a maximum of \$500,000 and, pursuant to an ordinance adopted by the City Council on May 4, 2011, entered into an agreement with NHS ("Agreement") for NHS to perform certain administrative services for the 63rd/Ashland Program; and

**WHEREAS**, the City and NHS entered into a first amendment to the Agreement ("First Amendment"), which modified certain terms and conditions of the 63<sup>rd</sup>/Ashland Program and which authorized NHS to continue to provide administrative services for the expanded 63<sup>rd</sup>/Ashland Program; and

**WHEREAS**, the City now desires to amend the Agreement with NHS in order to provide an additional \$500,000 to the 63rd/Ashland Program and to authorize NHS to continue to provide administrative services under the expanded 63rd/Ashland Program ("Second Amendment"); and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the 63rd/Ashland

TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2016, the City has approved the execution and delivery of this Second 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 in force that conforms to the requirements of Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT, AS PREVIOUSLY AMENDED**

The Agreement is amended as follows:

- (a) Substitute the following text for the current text in ARTICLE IV, Section 4.2(a):

(a) The total amount of Program Funds shall be up to \$1,000,000. NHS shall provide written notice to the City when the aggregate amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, equals \$900,000 and thereafter when the amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, reaches \$1,000,000. Program Funds are deemed committed for purposes of this Section when NHS has determined the amount of Program Funds to be the subject of a Grant and sent notice of final approval of an Application pursuant to Section 4.3(e) to an Eligible Homeowner. Notwithstanding the foregoing, NHS understands and agrees that the City's obligation to provide Program Funds under this Agreement is expressly conditioned upon the availability of unencumbered incremental taxes in the Special Tax Allocation Fund for the 63rd/Ashland TIF Area. No Grants shall be made or committed to be made by NHS hereunder when such commitment would result in the aggregate amount of Grants, together with all administrative costs related to such Grants paid to NHS pursuant to Section 6.5, exceeding the available Program Funds in such amount as the City may determine from time to

time. No Grants shall be made or committed to be made by NHS hereunder after the date of receipt of the notice from the City described in Section 6.2 hereof regarding the termination of this Agreement.

(b) Substitute the following text for the current text in ARTICLE IV, Section 4.2(b):

(b) As of the date of this Agreement, the total amount of funds available hereunder for use in the 63rd/Ashland TIF Area is \$1,000,000. This amount may be changed from time to time upon written notice by DPD to NHS, provided that the aggregate amount shall not exceed \$1,000,000 (or such other amount as the City may determine from time to time).

(c) Substitute the following text for the current text in the last paragraph of ARTICLE IV, Section 4.3(b):

To accommodate the possibility that additional Selected Applicants will need to be chosen from eligible Applications because some earlier Applications are not in compliance with this Agreement, or because Program Funds are still available to make Grants, NHS may establish a waiting list to be chosen by the same lottery process described above. If additional Applications are needed thereafter, then NHS will designate a time and place as set forth above to receive additional Applications.

Except as set forth herein, the Agreement, as previously amended, is not further amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to DPD 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.

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

#### **CITY OF CHICAGO**

By: \_\_\_\_\_  
Commissioner  
Department of Planning and Development

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

By: \_\_\_\_\_

Its: \_\_\_\_\_



Exhibit D

Form of Third Amendment  
to  
Central/West NHS Agreement  
with  
Neighborhood Housing Services of Chicago, Inc.

This Third Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2016 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 Planning and Development ("DPD"), 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**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on February 16, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Central/West Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Central/West Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Central/West Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "Central/West TIF Area"; and

**WHEREAS**, the City, through DPD, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the Central/West TIF Area (the "Central/West Program") up to a maximum of \$1,000,000 and, pursuant to an ordinance adopted by the City Council on December 12, 2007, entered into an agreement with NHS ("Agreement") for NHS to perform certain administrative services for the Central/West Program; and

**WHEREAS**, the City and NHS entered into a first amendment to the Agreement ("First Amendment") and a second amendment to the Agreement ("Second Amendment"), each of which modified certain terms and conditions of the Central/West Program and which authorized NHS to continue to provide administrative services for the expanded Central/West Program; and

**WHEREAS**, the City now desires to further amend the Agreement, as previously amended, with NHS in order to provide an additional \$1,000,000 to the Central/West Program and to authorize NHS to continue to provide administrative services under the expanded Central/West Program ("Third Amendment"); and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the Central/West

TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2016, the City has approved the execution and delivery of this Third 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 in force that conforms to the requirements of Section 4.9 of the Agreement.

**ARTICLE III**

**AMENDMENTS TO AGREEMENT, AS PREVIOUSLY AMENDED**

The Agreement, as previously amended by the First Amendment and Second Amendment, is further amended as follows:

(a) Substitute the following text for the current text in ARTICLE IV, Section 4.2(a):

(a) The total amount of Program Funds shall be up to \$2,000,000. NHS shall provide written notice to the City when the aggregate amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, equals \$1,800,000 and thereafter when the amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, reaches \$2,000,000. Program Funds are deemed committed for purposes of this Section when NHS has determined the amount of Program Funds to be the subject of a Grant and sent notice of final approval of an Application pursuant to Section 4.3(e) to an Eligible Homeowner. Notwithstanding the foregoing, NHS understands and agrees that the City's obligation to provide Program Funds under this Agreement is expressly conditioned upon the availability of unencumbered incremental taxes in the Special Tax Allocation Fund for the Central/West TIF Area. No Grants shall be made or committed to be made by NHS hereunder when such commitment would result in the aggregate amount of Grants, together with all administrative costs related to such Grants paid to NHS pursuant to Section 6.5, exceeding the

available Program Funds in such amount as the City may determine from time to time. No Grants shall be made or committed to be made by NHS hereunder after the date of receipt of the notice from the City described in Section 6.2 hereof regarding the termination of this Agreement.

- (b) Substitute the following text for the current text in ARTICLE IV, Section 4.2(b):

(b) As of the date of this Agreement, the total amount of funds available hereunder for use in the Central/West TIF Area is \$2,000,000. This amount may be changed from time to time upon written notice by DPD to NHS, provided that the aggregate amount shall not exceed \$2,000,000 (or such other amount as the City may determine from time to time).

- (c) Substitute the following text for the current text in the last paragraph of ARTICLE IV, Section 4.3(b):

To accommodate the possibility that additional Selected Applicants will need to be chosen from eligible Applications because some earlier Applications are not in compliance with this Agreement, or because Program Funds are still available to make Grants, NHS may establish a waiting list to be chosen by the same lottery process described above. If additional Applications are needed thereafter, then NHS will designate a time and place as set forth above to receive additional Applications.

Except as set forth herein, the Agreement, as previously amended, is not further amended.

## ARTICLE IV

### OBLIGATION TO PROVIDE DOCUMENTS

NHS shall execute and deliver to DPD 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.

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

#### CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Planning and Development

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Exhibit E

Form of Fourth Amendment  
to  
Englewood Neighborhood NHS Agreement  
with  
Neighborhood Housing Services of Chicago, Inc.

This Fourth Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016 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 Planning and Development ("DPD"), 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**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on June 27, 2001: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Englewood Neighborhood Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Englewood Neighborhood Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Englewood Neighborhood Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "Englewood Neighborhood TIF Area"; and

**WHEREAS**, the City, through DPD, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the Englewood Neighborhood TIF Area (the "Englewood Neighborhood Program") up to a maximum of \$1,500,000 and, pursuant to an ordinance adopted by the City Council on March 10, 2004, entered into an agreement with NHS ("Agreement") for NHS to perform certain administrative services for the Englewood Neighborhood Program; and

**WHEREAS**, the City and NHS entered into a first amendment to the Agreement ("First Amendment"), which provided an additional \$1,500,000 to the Englewood Neighborhood Program and which authorized NHS to continue to provide administrative services for the expanded Englewood Neighborhood Program; and

**WHEREAS**, the City and NHS entered into a second amendment to the Agreement ("Second Amendment"), which provided an additional \$1,000,000 to the Englewood Neighborhood Program and which authorized NHS to continue to provide administrative services for the expanded Englewood Neighborhood Program; and

**WHEREAS**, the City and NHS entered into a third amendment to the Agreement ("Third Amendment"), which provided an additional \$1,000,000 to the Englewood Neighborhood

Program and which authorized NHS to continue to provide administrative services for the expanded Englewood Neighborhood Program; and

**WHEREAS**, the City now desires to further amend the Agreement, as previously amended, with NHS in order to provide an additional \$1,000,000 to the Englewood Neighborhood Program and to authorize NHS to continue to provide administrative services under the expanded Englewood Neighborhood Program ("Fourth Amendment"); and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the Englewood Neighborhood TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2016, the City has approved the execution and delivery of this Fourth 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 in force that conforms to the requirements of Section 4.9 of the Agreement.

**ARTICLE III**

**AMENDMENTS TO AGREEMENT, AS PREVIOUSLY AMENDED**

The Agreement, as previously amended by the First Amendment, Second Amendment and Third Amendment, is further amended as follows:

(a) Substitute the following text for the current text in ARTICLE IV, Section 4.2(a):

(a) The total amount of Program Funds shall be up to \$6,000,000. NHS shall provide written notice to the City when the aggregate amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, equals \$5,800,000 and thereafter when the amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS

pursuant to Section 6.5, reaches \$6,000,000. Program Funds are deemed committed for purposes of this Section when NHS has determined the amount of Program Funds to be the subject of a Grant and sent notice of final approval of an Application pursuant to Section 4.3(e) to an Eligible Homeowner. Notwithstanding the foregoing, NHS understands and agrees that the City's obligation to provide Program Funds under this Agreement is expressly conditioned upon the availability of unencumbered incremental taxes in the Special Tax Allocation Fund for the Englewood Neighborhood TIF Area. No Grants shall be made or committed to be made by NHS hereunder when such commitment would result in the aggregate amount of Grants, together with all administrative costs related to such Grants paid to NHS pursuant to Section 6.5, exceeding the available Program Funds in such amount as the City may determine from time to time. No Grants shall be made or committed to be made by NHS hereunder after the date of receipt of the notice from the City described in Section 6.2 hereof regarding the termination of this Agreement.

(b) Substitute the following text for the current text in ARTICLE IV, Section 4.2(b):

(b) As of the date of this Agreement, the total amount of funds available hereunder for use in the Englewood Neighborhood TIF Area is \$6,000,000. This amount may be changed from time to time upon written notice by DPD to NHS, provided that the aggregate amount shall not exceed \$6,000,000 (or such other amount as the City may determine from time to time).

(c) Substitute the following text for the current text in the definition of "Qualified Family":

"Qualified Family" means a family whose annual household income does not exceed 140 percent of the Median Income.

Except as set forth herein, the Agreement, as previously amended, is not further amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to DPD 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.

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

**CITY OF CHICAGO**

By: \_\_\_\_\_  
Commissioner  
Department of Planning and Development

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

Exhibit F

Form of Third Amendment  
to  
Midwest NHS Agreement  
with  
Neighborhood Housing Services of Chicago, Inc.

This Third Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2016 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 Planning and Development ("DPD"), 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**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on May 17, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Midwest Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Midwest Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Midwest Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "Midwest TIF Area"; and

**WHEREAS**, the City, through DPD, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the Midwest TIF Area (the "Midwest Program") up to a maximum of \$2,250,000 and, pursuant to an ordinance adopted by the City Council on October 31, 2001, entered into an agreement with NHS ("Agreement") for NHS to perform certain administrative services for the Midwest Program; and

**WHEREAS**, the City and NHS entered into a first amendment to the Agreement ("First Amendment"), which provided an additional \$2,500,000 to the Midwest Program and which authorized NHS to continue to provide administrative services for the expanded Midwest Program; and

**WHEREAS**, the City and NHS entered into a second amendment to the Agreement ("Second Amendment"), which modified certain terms and conditions of the Midwest Program and which authorized NHS to continue to provide administrative services for the expanded Midwest Program; and

**WHEREAS**, the City now desires to further amend the Agreement, as previously amended, with NHS in order to provide an additional \$1,000,000 to the Midwest Program and to



authorize NHS to continue to provide administrative services under the expanded Midwest Program ("Third Amendment"); and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the Midwest TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2016, the City has approved the execution and delivery of this Third 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 in force that conforms to the requirements of Section 4.9 of the Agreement.

**ARTICLE III**

**AMENDMENTS TO AGREEMENT, AS PREVIOUSLY AMENDED**

The Agreement, as previously amended by the First Amendment and Second Amendment, is further amended as follows:

- (a) Substitute the following text for the current text in ARTICLE IV, Section 4.2(a):

- (a) The total amount of Program Funds shall be up to \$5,750,000. NHS shall provide written notice to the City when the aggregate amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, equals \$5,550,000 and thereafter when the amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, reaches \$5,750,000. Program Funds are deemed committed for purposes of this Section when NHS has determined the amount of Program Funds to be the subject of a Grant and sent notice of final approval of an Application pursuant to Section 4.3(e) to an Eligible Homeowner. Notwithstanding the foregoing, NHS understands and agrees that the City's obligation to provide Program Funds under this Agreement is expressly

conditioned upon the availability of unencumbered incremental taxes in the Special Tax Allocation Fund for the Midwest TIF Area. No Grants shall be made or committed to be made by NHS hereunder when such commitment would result in the aggregate amount of Grants, together with all administrative costs related to such Grants paid to NHS pursuant to Section 6.5, exceeding the available Program Funds in such amount as the City may determine from time to time. No Grants shall be made or committed to be made by NHS hereunder after the date of receipt of the notice from the City described in Section 6.2 hereof regarding the termination of this Agreement.

(b) Substitute the following text for the current text in ARTICLE IV, Section 4.2(b):

(b) As of the date of this Agreement, the total amount of funds available hereunder for use in the Midwest TIF Area is \$5,750,000. This amount may be changed from time to time upon written notice by DPD to NHS, provided that the aggregate amount shall not exceed \$5,750,000 (or such other amount as the City may determine from time to time).

(c) Substitute the following text for the current text in the definition of "Qualified Family":

"Qualified Family" means a family whose annual household income does not exceed 140 percent of the Median Income.

Except as set forth herein, the Agreement, as previously amended, is not further amended.

#### ARTICLE IV

##### OBLIGATION TO PROVIDE DOCUMENTS

NHS shall execute and deliver to DPD 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.

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

#### CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Planning and Development

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**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:  
**Neighborhood Housing Services, Inc.**

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**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: **1279 N. Milwaukee Ave, 4<sup>th</sup> Floor** \_\_\_\_\_

C. Telephone: \_\_\_\_\_ Fax: **773-329-4120** Email: **rcoffey@nhschicago.org**

D. Name of contact person: **Robin Coffey** \_\_\_\_\_

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): **(TIF-NIP) Tax Increment Funds- Contract Renewal**

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G. Which City agency or department is requesting this EDS? **Dept. of Plan and 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:

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

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

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

- Yes  No  N/A

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

1. List below the full names and titles of all executive officers and all directors of the entity.

**NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

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

Name- Kristin Faust,	President
Anjanette Brown	CFO
Joel Bosc	COO

2. 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):

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**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 Fees (indicate whether (subcontractor, attorney, lobbyist, etc.)	paid or estimated.) <b>NOTE:</b> "hourly rate" or "t.b.d." is not an acceptable response.
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(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):

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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:

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**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):

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(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:

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**SECTION VII – ACKNOWLEDGMENTS, CONTRACT INCORPORATION,  
COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

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

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

Neighborhood Housing Services of Chicago Inc  
(Print or type name of Disclosing Party)

By: [Signature]  
(Sign here)

Arijanette Brown  
(Print or type name of person signing)

CFO  
(Print or type title of person signing)

Signed and sworn to before me on (date) June 29, 2016,  
at COOK County, ILLINOIS (state).

Alejandrina Ferrones-Aguilar Notary Public.



**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.

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

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

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

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

Yes

No

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

Yes

No

Not Applicable

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

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**FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.**