



# City of Chicago



O2020-3994

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 7/22/2020

**Sponsor(s):** Lightfoot (Mayor)

**Type:** Ordinance

**Title:** Sale of city-owned property at 1815-1911 N Laramie Ave to North Austin Community Center conditioned with Remediation and Redevelopment agreement for development as campus including athletic center and outdoor athletic fields

**Committee(s) Assignment:** Committee on Housing and Real Estate



OFFICE OF THE MAYOR  
CITY OF CHICAGO

LORI E. LIGHTFOOT  
MAYOR

July 22, 2020

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 ordinances authorizing the sale of City-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

*Lori E. Lightfoot*  
Mayor

## 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 vacant real property commonly known as 1815-1911 N. Laramie Avenue, Chicago, Illinois, and more particularly described on Exhibit A attached hereto (the "Property"); and

**WHEREAS**, North Austin Community Center, an Illinois not-for-profit corporation with a principal place of business of 415 North Laramie Avenue, Chicago, Illinois (the "Grantee") proposed to purchase the Property at the appraised fair market value of Two Million One Hundred Twenty-Two Thousand Nine Hundred Dollars (\$2,122,900); and

**WHEREAS**, pursuant to Resolution No. 20-006-21 adopted on June 18, 2020, by the Plan Commission of the City (the "Commission"), the Commission recommended that the City through its Department of Planning and Development ("DPD") enter into a negotiated sale with the Grantee for the purchase of the Property; and

**WHEREAS**, as conditions of the sale, upon redevelopment of the Property the Grantee must remediate the Property, as required by the "Purchase Agreement" (as defined in Section 2 below), including obtaining and recording a final comprehensive residential "No Further Remediation" letter issued by the Illinois Environmental Protection Agency approving the use of the Property for the operation of a community athletic center and outdoor athletic fields, or a similar recreational project; 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 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 to the Grantee for the amount of Two Million One Hundred Twenty-Two Thousand Nine Hundred Dollars (\$2,122,900). The approval is expressly conditioned upon the City entering into a purchase agreement with the Grantee (the "Purchase Agreement") substantially in the form attached hereto as Exhibit B. The Commissioner of DPD (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, one or more quitclaim deed(s) 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 inconsistent with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 6.** This ordinance shall take effect upon its passage and approval.

**EXHIBIT A**

**Purchaser:** North Austin Community Center  
**Purchaser's Address:** 415 N. Laramie Avenue, Chicago Illinois 60644  
**Purchase Amount:** \$2,122,900  
**Appraised Value:** \$2,122,900

**Legal Description (Subject to Title Commitment and Survey):**  
[To come]

**Address:** 1815-1911 N. Laramie Avenue, Chicago, Illinois 60639

**Property Index Numbers:** 13-33-404-017-0000  
13-33-408-001-0000  
13-33-408-002-0000  
13-33-408-036-0000  
13-33-408-038-0000

**EXHIBIT B**  
**Purchase Agreement**  
**[Attached]**

This AGREEMENT FOR THE PURCHASE AND REMEDIATION OF LAND ("Agreement") is made on or as of the \_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF CHICAGO, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and NORTH AUSTIN COMMUNITY CENTER, an Illinois not-for-profit corporation (the "Purchaser"), whose offices are located at 415 North Laramie Avenue, Chicago, Illinois 60644.

#### RECITALS

WHEREAS, the City owns the real property commonly known as 1815-1911 N. Laramie Avenue, Chicago, Illinois (the "Property"), which Property is legally described on Exhibit A attached hereto; and

WHEREAS, the Purchaser seeks to purchase the Property from the City; and

WHEREAS, the appraised fair market value of the Property, as of March 17, 2020, is Two Million One Hundred Twenty-Two Thousand Nine Hundred Dollars (\$2,122,900) (the "Appraised Value"), according to a restricted appraisal report prepared by Byrnes & Walsh, LLC, and dated May 19, 2020; and

WHEREAS, the City has agreed to sell the Property to the Purchaser for Two Million One Hundred Twenty-Two Thousand Nine Hundred Dollars (\$2,122,900) (the "Purchase Price"), which amount equals the Appraised Value, in consideration of the Purchaser's obligation to remediate the Property in accordance with the terms and conditions of this Agreement (such remediation, the "Project"); and

WHEREAS, the Purchase Price will be deposited in an environmental escrow account for the purpose of funding certain costs incurred by the Purchaser in the performance of the Project, as further described below; and

WHEREAS, it is anticipated that the Purchaser will develop on the Property a campus that includes a 140,000 sq. ft. community athletic center and outdoor athletic fields (the "Campus"); and

WHEREAS, the City Council of the City of Chicago (the "City Council"), pursuant to an ordinance adopted on \_\_\_\_\_, and published at pages \_\_\_\_ through \_\_\_\_ in the Journal of the Proceedings of the City Council of such date (the "Sales Ordinance"), authorized the sale of the Property to the Purchaser, subject to the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

## SECTION 2. DEFINITIONS.

For purposes of this Agreement, in addition to the terms defined in the foregoing Recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

"Affiliate(s)" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, 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.

"Agent(s)" means any agents, employees, contractors, subcontractors, or other persons acting under the control or at the request of the Purchaser or the Purchaser's contractors or Affiliates.

"AIS" means the City's Department of Assets, Information and Services, and any successor department thereto.

"Approved Project Costs" means the costs set forth in (sub) exhibit 4 of Exhibit B, the Joint Order Escrow Agreement.

"Commissioner" means the individual holding the office and exercising the responsibilities of the commissioner or acting commissioner of DPD or any successor City department, and any authorized designee.

"Effective Date" means the date upon which this Agreement has been both (a) fully executed, and (b) delivered to the Purchaser.

"Environmental Documents" has the meaning set forth in Section 23.1.

"Environmental Laws" means any and all Laws relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated under such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and the common law, including, without limitation, trespass and nuisance.

"Escrow Termination Condition" is defined in Section 4.

"Final NFR Letter" has the meaning set forth in Section 23.1.



"Hazardous Substances" has the meaning set forth in Section 23.1.

"Joint Order Escrow Agreement" is defined in Section 4.

"Joint Order Deposit" is defined in Section 4.

"IEPA" means the Illinois Environmental Protection Agency.

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

"Lender(s)" means any provider of Lender Financing approved pursuant to Section 9 hereof, which shall be limited to funds necessary to perform the Project.

"Lender Financing" means funds borrowed by the Purchaser from Lenders, available to pay for the costs of the Project (or any portion thereof).

"Losses" means any and all actual, out-of-pocket debts, liens (including, without limitation, lien removal and bonding costs), claims, actions, suits, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses, costs of investigation, and court costs).

"Municipal Code" means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

"NFR Recording Date" means the date on which the Purchaser records the Final NFR Letter with the Office of the Recorder of Deeds of Cook County, Illinois.

"Phase I ESA" is defined in Section 23.3(a).

"Phase II ESA" is defined in Section 23.3(a).

"Purchaser Party(ies)" means the Purchaser, any Affiliate of the Purchaser, and the respective officers, directors, employees, Agents, successors and assigns of the Purchaser and the Purchaser's Affiliates.

"RAP Approval Letter" is defined in Section 23.3(a).

"Remediation Work" has the meaning set forth in Section 23.1.

"SRP" has the meaning set forth in Section 23.1.

"SRP Documents" has the meaning set forth in Section 10.7.

"TACO" has the meaning set forth in Section 23.1

"Title Company" means First American Title Insurance Company.

"Title Policy" means a title insurance policy issued by the Title Company in the most recently revised ALTA or equivalent form, showing the Purchaser as the named insured with respect to the Property.

### SECTION 3. PURCHASE PRICE.

3.1 Purchase Price. The City hereby agrees to sell, and the Purchaser hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, for the Purchase Price (\$2,122,900). Except as specifically provided herein to the contrary, the Purchaser shall pay all escrow fees and other title insurance fees and closing costs.

### SECTION 4. ENVIRONMENTAL ESCROW.

At Closing, the parties will deposit the Purchase Price (such amount, the "Joint Order Deposit") in a joint order escrow account pursuant to a joint order escrow agreement in substantially the form attached hereto as Exhibit B (the "Joint Order Escrow Agreement"). The Purchaser will be entitled to draw from the joint order escrow account as funds are expended for Approved Project Costs in the performance of the Project. Any funds remaining (included interest, if any) in the joint order escrow account after either (i) the Purchaser completes the Project and is reimbursed from the joint order escrow account for Approved Project Costs in accordance with this Section 4, or (ii) the Purchaser fails to complete the Project by the Project Completion Date (as defined in Section 13), as such date may be extended by the City in accordance with Section 13 ((i) and (ii), each referred to as an "Escrow Termination Condition"), will belong to the City and the City will have the sole right to direct the escrow agent to disburse the funds in the joint order escrow account to the City following the occurrence of either Escrow Termination Condition.

### SECTION 5. CLOSING.

The closing of this transaction (the "Closing") shall take place at the downtown offices of the Title Company within thirty (30) days after the Purchaser has satisfied all conditions precedent set forth in Section 10 hereof, unless DPD, in its sole discretion, waives such conditions (the "Closing Date"); provided, however, in no event shall the closing occur any later than One Hundred Twenty (120) days after the passage date of the Sales Ordinance (the "Outside Closing Date"), unless the Commissioner of DPD, in his sole discretion, extends such Outside Closing Date. On or before the Closing Date, the City shall deliver to the Title Company the Deed (as defined in Section 6.1), all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement.

### SECTION 6. CONVEYANCE OF TITLE.

6.1 Form of City Deed. The City shall convey the Property to the Purchaser by quitclaim deed ("Deed"), subject to the terms of those on-going covenants set forth in Section 19 below and, without limiting the quitclaim nature of the deed, the following:

- (a) the standard exceptions in an ALTA title insurance policy;
- (b) general real estate taxes and any special assessments or other taxes;

(c) all easements, encroachments, covenants and restrictions of record and not shown of record;

(d) such other title defects as may exist; and

(e) any and all exceptions caused by the acts of the Purchaser or its Agents.

6.2 Recording. The Purchaser shall pay to record the Deed and any other documents incident to the conveyance of the Property to the Purchaser. Upon recording, the Purchaser shall immediately transmit to the City a copy of the Deed showing the date and recording number.

6.3 Closing documents. The City acknowledges that the Purchaser will not close if the City Council has not passed the Sales Ordinance (as defined in the recitals above) or if the City does not provide the Deed at the Closing.

## SECTION 7. TITLE AND SURVEY.

7.1 Title Commitment and Insurance. Not less than thirty (30) days before the Closing, the Purchaser shall obtain a commitment for an owner's policy of title insurance for the Property, issued by the Title Company (the "Title Commitment"). The Purchaser shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining any Title Policy and any endorsements it deems necessary.

7.2 Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the Property or liens for such unpaid property taxes, the City shall ask Cook County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the Property remains subject to any tax liens, or if the Property is encumbered with any other exceptions that would adversely affect the use and insurability of the Property, the Purchaser shall have the option to do one of the following: (a) accept title to the Property subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void, and except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. If the Purchaser elects not to terminate this Agreement as aforesaid, the Purchaser shall be deemed to have accepted title subject to all exceptions.

7.3 Survey. The Purchaser shall be solely responsible for and shall pay all costs associated with obtaining any survey of the Property it deems necessary.

SECTION 8. [Intentionally omitted.]

## SECTION 9. PROJECT BUDGET AND PROOF OF FINANCING.

Not less than twenty-one (21) days prior to the Closing Date, the Purchaser shall submit to DPD, with a copy to the Department of Assets, Information and Services ("AIS"), for approval a final Project budget ("Budget") and proof reasonably acceptable to the City that the Purchaser has equity and Lender Financing in amounts not less than the difference between the Budget and

the Purchase Price ("Proof of Financing"). The Proof of Financing shall include binding commitment letters from the Purchaser's Lenders, if any, and evidence of the Purchaser's ability to make an equity contribution in the amount of any gap in financing. Proof of Financing shall not include more than 15% in written pledges. The Purchaser acknowledges that the City will not pay for any removal (including, excavation, transportation and disposal), storage, remediation or treatment costs associated with any material from the Property, including any material meeting regulatory criteria of Hazardous Substances, and (ii) the Purchaser is solely responsible for all removal (including, excavation, transportation and disposal), storage, remediation or treatment costs associated with material meeting regulatory criteria of Hazardous Waste, even if those costs exceed the Purchase Price.

## SECTION 10. CONDITIONS PRECEDENT TO CLOSING.

The obligation of the City to convey the Property to the Purchaser is contingent upon the delivery or satisfaction of each of the following items (unless waived by DPD in its sole discretion) at least fourteen (14) days prior to the Closing Date, unless another time period is specified below:

10.1 Budget. Not less than twenty-one (21) days prior to the Closing Date, the Purchaser has submitted to DPD, with a copy to AIS, and DPD or AIS has approved, the Budget in accordance with the provisions of Section 9 hereof.

10.2 Proof of Financing; Loan Closing. Not less than twenty-one (21) days prior to the Closing Date, the Purchaser has submitted to DPD, and DPD has approved, the Proof of Financing for the Project in accordance with the provisions of Section 9 hereof. On or prior to the Closing Date, the Purchaser shall close all Lender Financing, and be in a position to immediately commence the Project.

10.3 Survey. The Purchaser has furnished the City with copies of any surveys prepared for the Property.

10.4 Organization and Authority Documents. The Purchaser has submitted to the Corporation Counsel its articles of incorporation, including all amendments thereto, as furnished and certified by the Illinois Secretary of State, and a copy of its by-laws, as certified by the executive director of the corporation. The Purchaser has submitted to the Corporation Counsel resolutions authorizing it to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the closing; and such other corporate authority and organizational documents as the City may reasonably request.

10.5 Economic Disclosure Statement. The Purchaser has provided to the Corporation Counsel an Economic Disclosure Statement in the City's then current form, dated as of the Closing Date.

10.6 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Purchaser in Section 24 and elsewhere in this Agreement shall be true and correct.

10.7 Environmental Submissions. The Purchaser shall have delivered to AIS and AIS shall have approved: Phase I ESA; Phase II ESA; RAP Approval Letter issued by the IEPA; and, the Purchaser shall have enrolled the Property in the IEPA Site Remediation Program as set forth

in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder (the "SRP").

10.8 Other Obligations. On the Closing Date, the Purchaser shall have performed all of the other obligations required to be performed by the Purchaser under this Agreement as and when required under this Agreement.

If any of the conditions in this Section 10 have not been satisfied to DPD's reasonable satisfaction within the time periods provided for herein, or waived by DPD, DPD may, at its option, upon thirty (30) days' prior written notice to the Purchaser, terminate this Agreement at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void, and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder; provided, however, that if within said thirty (30) day notice period the Purchaser satisfies said condition(s), then the termination notice shall be deemed to have been withdrawn. Any forbearance by DPD in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 11. [Intentionally omitted.]

SECTION 12. LIMITED APPLICABILITY.

Any approval given by DPD or AIS pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

SECTION 13. COMMENCEMENT AND COMPLETION OF PROJECT.

The Purchaser shall commence the Project within thirty (30) days following the Closing Date (the date of such commencement, the "Project Commencement Date"), and shall complete the Project, as evidenced by the Purchaser's recording of the Final NFR Letter, no later than six (6) months following the date on which the Purchaser submits a Remedial Action Completion Report to the IEPA (the date that is six (6) months following the date of such submission is the "Project Completion Date"); provided, however, DPD, in its sole discretion, may extend the Project Commencement Date and the Project Completion Date. The Purchaser shall give written notice to the City within five (5) days after it commences construction.

SECTION 14. [Intentionally omitted.]

SECTION 15. RESTRICTIONS ON USE.

The Purchaser, for itself and its successors and assigns, agrees as follows:

The Purchaser shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or any part thereof.

The Purchaser, for itself and its successors and assigns, acknowledges and agrees that the use restrictions set forth in this Section 15 constitute material, bargained-for consideration for the City and are intended to further the City's public policies.

#### SECTION 16. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.

Prior to the NFR Recording Date, the Purchaser may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (a) directly or indirectly sell, transfer (except for leases in the ordinary course of business) or otherwise dispose of the Property or any part thereof or any interest therein or the Purchaser's controlling interests therein (including, without limitation, a transfer by assignment of any beneficial interest under a land trust); or (b) directly or indirectly assign this Agreement. The Purchaser acknowledges and agrees that DPD may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Purchaser fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Purchaser is a business entity, no principal party of the Purchaser (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the issuance of the NFR Recording Date, without the prior written consent of DPD, which consent shall be in DPD's sole and absolute discretion. The Purchaser must disclose the identity of all individuals and entities to the City at the time such individuals and entities obtain an interest in the Purchaser.

#### SECTION 17. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the issuance of the NFR Recording Date, the Purchaser shall not, without DPD's prior written consent, which shall be in DPD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for any Lender Financing approved pursuant to Section 9, which shall be limited to funds necessary to complete the Project or develop the Campus.

#### SECTION 18. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any Affiliate of such holder) shall not itself be obligated to complete the Project, or to guarantee such completion, but shall be bound by the other covenants running with the land specified in Section 19. If any such mortgagee or its Affiliate succeeds to the Purchaser's interest in the Property prior to NFR Recording Date, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 19.

#### SECTION 19. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants, agreements, releases and other terms and provisions contained in Section 13 (Commencement and Completion of Project), Section 15 (Restrictions on Use), Section 16 (Prohibition Against Sale or Transfer of Property), Section 17 (Limitation Upon Encumbrance of Property), Section 23.4 (Environmental Remediation), and Section 23.6 (Release for Environmental Conditions) touch and concern and shall be appurtenant to and shall run with the Property. Such covenants, agreements, releases and other terms and provisions shall be binding on the Purchaser and its successors and assigns (subject to the limitation set forth in Section 18 above as to any permitted

mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. Such covenants, agreements, releases and other terms and provisions shall terminate as follows: Sections 13, 16 and 17 and 23.4 on the NFR Recording Date; and Sections 15 and 23.6 with no limitation as to time.

## SECTION 20. PERFORMANCE AND BREACH.

20.1 Time of the Essence. Time is of the essence in the City's and Purchaser's performance of their obligations under this Agreement.

20.2 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

(a) the failure of the Purchaser to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Purchaser under this Agreement or any related agreement;

(b) the failure of the Purchaser to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Purchaser under any other agreement with any person or entity if such failure is reasonably likely to have a material adverse effect on the Purchaser's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Purchaser of any warranty, representation, statement, certification, schedule or report to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Purchaser or for the liquidation or reorganization of the Purchaser, or alleging that the Purchaser is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Purchaser's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing, for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Purchaser; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Purchaser, for any substantial part of the Purchaser's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Purchaser; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Purchaser which is related to the Property and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Purchaser; and

(j) the occurrence of a material and adverse change in the Purchaser's financial condition or operations.

**20.3 Cure.** If the Purchaser defaults in the performance of its obligations under this Agreement, the Purchaser shall have thirty (30) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Purchaser promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Property or to persons using, or to persons that will use, the Property). Notwithstanding the foregoing or any other provision of this Agreement to the contrary:

(a) there shall be no notice requirement with respect to Events of Default described in Section 5 (with respect to Outside Closing Date); and

(b) there shall be no notice requirement or cure period with respect to Events of Default described in Section 13 (Commencement and Completion of Project), Section 16 (Prohibition Against Transfer of Property) and Section 17 (Limitation Upon Encumbrance of Property).

**20.4 Prior to Closing.** If an Event of Default occurs prior to the Closing, and the default is not cured in the time period provided for in Section 20.3 above, the City may terminate this Agreement

**20.5 At or After Closing.** If an Event of Default occurs at or after the Closing but prior to the NFR Recording Date, and the default is not cured in the time period provided for in Section 20.3 above, the City may (a) terminate this Agreement, (b) direct the escrow agent to disburse the funds in the joint order escrow account to the City, which funds shall belong to the City, and (c) exercise any and all remedies available to it at law or in equity.

## **SECTION 21. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.**

The Purchaser represents and warrants that no Agent, official or employee of the City shall have any personal interest, direct or indirect, in the Purchaser, this Agreement, the Property or the Project, 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. No Agent, official or employee of the City shall be personally liable to the Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Purchaser or successor or with respect to any commitment or obligation of the City under the terms of this Agreement.



## SECTION 22. INDEMNIFICATION.

The Purchaser agrees to indemnify, defend and hold the City harmless from and against any Losses suffered or incurred by the City arising from or in connection with: (a) the failure of the Purchaser to perform its obligations under this Agreement; (b) the failure of the Purchaser or any Agent to pay contractors, subcontractors or material suppliers in connection with the performance and completion of the Project; (c) any misrepresentation or omission made by the Purchaser or any Agent in connection with this Agreement; (d) the failure of the Purchaser to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Purchaser or any Agent on the Property prior to or after the closing. This indemnification shall survive the closing or any termination of this Agreement (regardless of the reason for such termination).

## SECTION 23. ENVIRONMENTAL MATTERS.

23.1 Definitions. For purposes of this Agreement the following terms shall have the following meanings:

“Environmental Documents” means all reports, surveys, field data, correspondence and analytical results prepared by or for the Purchaser (or otherwise obtained by the Purchaser) regarding the condition of the Property or any portion thereof, including, without limitation, the SRP Documents.

“Final NFR Letter” means a final comprehensive residential “No Further Remediation” letter issued by the IEPA approving the use of the Property for the operation of the Campus or a similar recreational project, in accordance with the terms and conditions of the SRP Documents, as amended or supplemented from time to time. The Final NFR Letter shall state that the Property meets remediation objectives for residential properties and the construction worker exposure route as set forth in 35 Ill. Adm. Code Part 742, but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

“Hazardous Substances” means and includes (i) a characteristic waste, which exhibits one or more of four characteristics defined in 40 CFR Part 261 Subpart C, (ii) any other material, substance or waste that must be removed according to 35 Ill. Admin. Code 742.305, and (iii) underground storage tanks and related petroleum or otherwise contaminated soils limited only to (x) material exceeding soil attenuation/saturation limits or (y) material meeting RCRA hazardous waste criteria.

“Remediation Work” means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final NFR Letter for the Property in accordance with the terms and conditions of the RAP Approval Letter for the Property issued by the IEPA, the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

“SRP” means the IEPA’s Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder.

“SRP Documents” means all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the Site Investigation

Report and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report and any and all related correspondence, data and other information prepared by either party pursuant to this Section 23.

"TACO" means the Tiered Approach to Corrective Action Objectives codified at 35 Ill. Adm. Code Part 742 et seq.

23.2 "As Is" Sale. THE CITY MAKES NO COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. THE PURCHASER ACKNOWLEDGES THAT IT HAS HAD 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. THE PURCHASER AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING, WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THE CITY HAS NOT MADE AND DOES NOT MAKE ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, OR GIVE ANY INDEMNIFICATION OF ANY KIND TO THE PURCHASER, WITH RESPECT TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OR THE VALUE OF THE PROPERTY, ITS COMPLIANCE WITH ANY STATUTE, ORDINANCE OR REGULATION, OR ITS HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER. THE PURCHASER 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 CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE PURCHASER AGREES THAT IT IS ITS SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM AT ITS EXPENSE ANY ENVIRONMENTAL REMEDIATION WORK AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

23.3 Environmental Due Diligence.

(a) Prior to Closing, the Purchaser shall perform a Phase I Environmental Site Assessment of the Property compliant with ASTM E 1527-13 standards ("Phase I ESA"). AIS shall have the right to review and approve the sufficiency of the Phase I ESA for the purpose of determining whether any environmental or health risks would be associated with the development of the Project on the Property. The Purchaser shall perform additional studies and tests, including, without limitation, updating or expanding the Phase I ESA and performing an initial Phase II Environmental Site Assessment ("Phase II ESA"). The Purchaser shall perform a Phase II ESA to ascertain the presence of any environmental impacts associated with the Recognized Environmental Conditions (RECs) from the Phase I ESA, including the former industrial activity conducted on the Property. The City shall have the right to review and approve the scope of work prior to the Phase II ESA being conducted. Upon AIS's request, the Purchaser shall perform additional studies and tests for the purpose of determining whether any environmental or health risks would be associated with the development of the Project on the Property, including, without limitation, additional Phase II ESA testing. The Purchaser shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. AIS shall have the right to review and approve the

sufficiency of the Phase I ESA and the Phase II ESA. The Phase II ESA, must be approved by the City. If contamination is above residential remediation objectives as determined by 35 Ill. Adm. Code Part 742, then the Purchaser shall enroll the Property (or any portion thereof) in the SRP and thereafter take all necessary and property steps to obtain written approval from the IEPA of a Remedial Action Plan ("RAP Approval Letter"), unless the City in its discretion determines that it is not necessary to enroll the Property in the SRP. The Purchaser acknowledges and agrees that the Closing will not occur, and it may not commence remediation or construction, until the IEPA issues, and AIS approves, the RAP Approval Letter for the Property, unless such requirement is waived by the Commissioner of AIS in his sole discretion. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Purchaser's estimate of the cost to perform the Remediation Work. The City must be named in a reliance letter for all environmental assessment reports produced concerning the Property.

(b) The City shall grant the Purchaser the right, at its sole cost and expense, to enter the Property to perform the Phase I ESA, the Phase II ESA and any other surveys, environmental assessments, soil tests and other due diligence it deems necessary or desirable to satisfy itself as to the condition of the Property. The obligation of the Purchaser to purchase the Property is conditioned upon the Purchaser being satisfied with the condition of the Property for the construction, development and operation of the Project. If the Purchaser determines that it is not satisfied, in its sole and absolute discretion, with the condition of the Property, it may terminate this Agreement by written notice to the City any time prior to the Closing Date, whereupon this Agreement shall be null and void, and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. If the Purchaser elects not to terminate this Agreement pursuant to this Section 23.3, the Purchaser shall be deemed satisfied with the condition of the Property. Purchaser shall enter the Property pursuant to the City's customary right-of-entry agreement ("ROE"). The City reserves the right to reject any and all environmental site assessment reports, including but not limited to the Phase I ESA and Phase II ESA, submitted to the City and conducted on the Property without a fully-executed ROE.

23.4 Environmental Remediation. Upon receipt of the RAP Approval Letter for the Property, the Purchaser covenants and agrees to complete all Remediation Work necessary to obtain a Final NFR Letter using all reasonable means. The Purchaser shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. The Purchaser shall bear sole responsibility for all aspects of the Remediation Work including, to the extent required by the RAP Approval Letter, the removal of soil exceeding residential remediation objectives as determined by 35 Ill. Adm. Code Part 742, and the removal or treatment of Hazardous Substances. In addition, the Purchaser shall remove and close any identified underground storage tanks ("USTs") in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175, and shall properly address any identified leaking USTs in accordance with 35 Ill. Adm. Code Part 734. The Purchaser shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Purchaser acknowledges and agrees that the City will not issue a Certificate of Occupancy for any buildings constructed on the Property until the IEPA has issued, the City has approved, and the Purchaser has recorded with the Office of the Recorder of Deeds of Cook County, a Final NFR Letter for the Property, which approval

shall not be unreasonably withheld. The Purchaser must abide by the terms and conditions of the Final NFR letter. If the Purchaser fails to obtain the Final NFR Letter within six (6) months of submission of the Remedial Action Completion Report to the IEPA, then the City shall have the right to record a notice of default of this Agreement against the Property.

**23.5 Release and Indemnification.** The Purchaser, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under them (collectively, the "Purchaser Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all Losses which the Purchaser ever had, now have, or hereafter may have, 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 Date, based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances from or to other property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"); provided, however, the foregoing release shall not apply to the extent such Losses are proximately caused by the gross negligence or willful misconduct of the City following the Closing Date. Furthermore, the Purchaser shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the Indemnified Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Purchaser Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims, except as provided in the immediately preceding sentence for the City's gross negligence or willful misconduct following the Closing Date. The Purchaser Parties waive their rights of contribution and subrogation against the Indemnified Parties.

**23.6 Release Runs with the Property.** The covenant of release in Section 23.5 above shall run with the Property, and shall be binding upon all successors and assigns of the Purchaser with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Purchaser following the date of the Deed. The Purchaser acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Purchaser. It is expressly agreed and understood by and between the Purchaser and the City that, should any future obligation of the Purchaser or Purchaser Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, the Purchaser and any of the Purchaser Parties shall not assert that those obligations must be satisfied in whole or in part by the City, because Section 23.5 contains a full, complete and final release of all such claims, except as provided in such section for the City's gross negligence or willful misconduct following the Closing Date.

**23.7 Survival.** This Section 23 shall survive the Closing Date and any termination of this Agreement (regardless of the reason for such termination).

**23.8 City Not Liable or Bound.** Purchaser acknowledges that City 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 City, 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.

#### **SECTION 24. REPRESENTATIONS AND WARRANTIES.**

**24.1 Representations and Warranties of the Purchaser.** To induce the City to execute this Agreement and perform its obligations hereunder, the Purchaser represents, warrants and covenants to the City that as of the Effective Date and as of the Closing Date the following shall be true, accurate and complete in all respects:

(a) The Purchaser is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, with full power and authority to acquire, own and remediate the Property, and the person signing this Agreement on behalf of the Purchaser has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statements submitted to the City by the Purchaser (and any legal entity holding an interest in, or that is a member of, the Purchaser) are true, accurate and complete.

(c) The Purchaser's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under, any other agreement to which the Purchaser, or any party affiliated with the Purchaser, is a party or, by which the Purchaser or the Property is bound.

(d) No action, litigation, investigation or proceeding of any kind is pending or, to Purchaser's knowledge, threatened against the Purchaser, or any party affiliated with the Purchaser, by or before any court, governmental commission, board, bureau or any other administrative agency, and the Purchaser knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Purchaser to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Purchaser.

(e) The Purchaser is now and for the term of the Agreement shall remain solvent and able to pay its debts as they mature.

(f) The Purchaser has (or will have prior to the Closing) and shall maintain all permits, licenses and approval (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to perform its obligations under this Agreement.

(g) The Purchaser is not in default with respect to any indenture, loan agreement, mortgage, note or any other agreement or instrument related to the borrowing of money to which the Purchaser is a party or by which the Purchaser is bound.

(h) The Project will not violate: (i) any applicable Laws, including, without limitation, any zoning and building codes and Environmental Laws; or (ii) any building permit, restriction of record or other agreement affecting the Property.

**24.2 Representations and Warranties of the City.** To induce the Purchaser to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Purchaser that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein, and the person signing this Agreement on behalf of the City has the authority to do so.

**24.3 Survival of Representations and Warranties.** Each of the parties agrees that all warranties, representations, covenants and agreements contained in this Section 24 and elsewhere in this Agreement are true, accurate and complete as of the Effective Date and shall survive the Effective Date and be in effect through the NFR Recording Date.

## SECTION 25. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City: City of Chicago  
Department of Planning and Development  
121 North LaSalle Street, Room 1000  
Chicago, Illinois 60602

With a copy to: City of Chicago Department of Law  
121 North LaSalle Street, Suite 600  
Chicago, Illinois 60602  
Attn: Real Estate and Land Use Division

If to the Purchaser: North Austin Community Center  
415 North Laramie Avenue  
Chicago, Illinois 60644  
Attn: Donnita Travis

With a copy to: Taft Stettinius & Hollister LLP  
111 E. Wacker Drive, Suite 2800  
Chicago, Illinois 60601  
Attn: Graham C. Grady

Any notice, demand or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or communication given pursuant to clause (b) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (c) shall be

deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 26 shall constitute delivery.

#### SECTION 26. BUSINESS RELATIONSHIPS.

The Purchaser 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 described 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. The Purchaser 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 27. PATRIOT ACT CERTIFICATION.

The Purchaser represents and warrants that neither the Purchaser nor any Affiliate 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.

#### SECTION 28. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.

28.1 The Purchaser agrees that the Purchaser, any person or entity who directly or indirectly has an ownership or beneficial interest in the Purchaser of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Purchaser's contractors (i.e., any person or entity in direct contractual privity with the Purchaser 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 (the Purchaser 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 her political fundraising committee (a) after execution of this Agreement by the Purchaser, (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 May 16, 2011, the effective date of Executive Order 2011-4.

28.2 The Purchaser represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached the Purchaser, or the date the Purchaser 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 her political fundraising committee.

28.3 The Purchaser 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 her political fundraising committee.

28.4 The Purchaser 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. 2005-1.

28.5 Notwithstanding anything to the contrary contained herein, the Purchaser agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 28 or violation of Mayoral Executive Order No. 2011-4 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.

28.6 If the Purchaser 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 Agreement.

28.7 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 her political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Purchaser 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 29. INSPECTOR GENERAL.

It is the duty of every officer, employee, department, agency, contractor, subcontractor, Purchaser and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Purchaser understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

#### SECTION 30. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code, Purchaser 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 Agreement is executory, Purchaser's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner of DPD. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the Purchaser's, general contractor's and its subcontractors' duty to comply with all applicable Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Purchaser's eligibility for future contract awards.

## **SECTION 32. 2014 CITY HIRING PLAN**

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

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

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

31.4 In the event of any communication to the Purchaser by a City employee or City official in violation of Section 31.2 above, or advocating a violation of Section 31.3 above, the Purchaser will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "OIG"), and also to the head of the relevant City department utilizing services provided under this Agreement. The Purchaser will also cooperate with any inquiries by the OIG.

## **SECTION 32. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.**

Failure by Purchaser or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of the Agreement and the transactions contemplated thereby. Purchaser shall at all times comply with Section 2-154-020 of the Municipal Code.

## **SECTION 33. MISCELLANEOUS.**

The following general provisions govern this Agreement:

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

33.2 Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

33.3 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

33.4 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.

33.5 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

33.6 Force Majeure. Neither the City nor the Purchaser shall be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder, including, without limitation, fires, floods, strikes, shortages of material and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the party relying on this section requests an extension in writing within twenty (20) days after the beginning of any such delay.

33.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

33.8 Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

33.9 No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

33.10 No Waiver. No waiver by the City with respect to any specific default by the Purchaser shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Purchaser, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

**33.11 Severability.** If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

**33.12 Successors and Assigns.** Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

**33.13 Brokerage Commissions.** City and Purchaser represent and warrant to each other that there are no real estate or brokerage or like commissions that are or may be due in connection with this transaction. 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.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By: \_\_\_\_\_  
Maurice D. Cox  
Commissioner  
Department of Planning and Development

North Austin Community Center,  
an Illinois not-for-profit corporation

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



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

(Subject to Title Commitment and Survey)

[---]

COMMON ADDRESS: 1815-1911 N. Laramie Avenue, Chicago, Illinois 60639

PROPERTY INDEX NUMBERS: 13-33-404-017-0000  
13-33-408-001-0000  
13-33-408-002-0000  
13-33-408-036-0000  
13-33-408-038-0000

EXHIBIT B

FORM OF JOINT ORDER ESCROW AGREEMENT

[Attached]



**JOINT ORDER ESCROW AGREEMENT**

Escrow No. \_\_\_\_\_

Date: \_\_\_\_\_, 2020

To: \_\_\_\_\_ [name of title company] ("Escrowee")

\_\_\_\_\_  
Chicago, IL 606\_\_

- Parties:
- (a) NORTH AUSTIN COMMUNITY CENTER, an Illinois not-for-profit corporation ("Purchaser");
  - (b) CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government ("City"); and
  - (c) \_\_\_\_\_ ("Lender").

1. The accompanying Two Million One Hundred Twenty-Two Thousand Nine Hundred Dollars (\$2,122,900) is deposited by the City and Purchaser with the Escrowee and shall be used solely to reimburse the Purchaser for the costs shown on Exhibit 4 attached hereto, otherwise known as the "Approved Project Costs", relating to the Purchaser's performance of the "Remediation Work," each as defined in, and determined and otherwise governed by the Agreement for the Purchase and Remediation of Land, between Purchaser and the City of Chicago, dated \_\_\_\_\_, 2020 (the "APR"). The Remediation Work will be performed on the Property legally described in the attached Exhibit 1 and commonly known as 1815-1911 North Laramie Avenue, Chicago, Illinois.

2. The funds shall be disbursed by Escrowee only upon the written joint order of (1) \_\_\_\_\_, in her/his capacity as the \_\_\_\_\_ of Purchaser, or her/his duly authorized designee, (2) the Commissioner or any Managing Deputy Commissioner of the Department of Assets, Information and Services and (3) any officer of Lender. That written order must be substantially in the form of Exhibit 2 attached hereto. The joint order shall be accompanied by a written statement from \_\_\_\_\_, Purchaser's general contractor or environmental remediation contractor, in substantially the form of Exhibit 3 attached hereto, which statement shall be attached to the joint order. Draw requests can be submitted on a monthly basis (i.e., within 30 days of the Purchaser incurring the expense for Approved Project Costs.

3. Escrowee is hereby expressly authorized to disregard, in its sole discretion, any and all notices or warnings not given jointly by all of the parties to this Agreement, but Escrowee is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Escrowee obeys or complies with any such order, judgment or decree of any court, it shall not be liable to any of the parties to this Agreement or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this Agreement, to which Escrowee is or may be at any time become a party, Escrowee shall have a lien on the escrow funds for any and all costs and attorneys' fees, whether such attorney shall be regularly retained or specifically employed, and any other expenses that Escrowee may have incurred or become liable for an account thereof out of said escrow

funds, and the parties to this Agreement jointly and severally agree to pay Escrowee upon demand all such costs, fees and expenses so incurred.

4. Except as set forth in Paragraph 10 hereof, in no case shall escrow funds be surrendered except on a joint order signed by Purchaser and the City or their respective legal representatives or successors or as directed pursuant to Paragraph 3 above or in obedience of the process or order of court as provided in this Agreement.

5. If conflicting demands are made upon Escrowee or legal action is brought in connection with this Agreement, Escrowee may withhold all performance without liability therefore, or Escrowee may file suit for interpleader or declaratory relief. If Escrowee is required to respond to any legal summons or proceedings, or if any action of interpleader or declaratory relief is brought by Escrowee, or if conflicting demands or notice by parties to this Agreement or by others are served upon Escrowee, the parties jointly and severally agree to pay escrow fees and all costs, expenses, and attorneys' fees expended or incurred by Escrowee as a result of any of the above described events. The undersigned parties further agree to save Escrowee harmless from all losses and expenses, including reasonable attorneys' fees and court costs incurred by reason of any claim, demand, or action filed with respect to this Agreement. The undersigned jointly and severally agree to pay the fees of Escrowee and reimburse Escrowee for all expenses incurred in connection with this Agreement and direct that all sums due to Escrowee pursuant to this Agreement be deducted from the escrow funds. The undersigned hereby grant Escrowee a lien against the escrow funds to secure all sums due Escrowee. The Escrowee shall not be liable for any act which it may do or omit to do hereunder in good faith and the reasonable exercise of its own best judgment. Any act done or omitted by the Escrowee pursuant to the advice of its legal counsel shall be deemed conclusively to have been performed in good faith by the Escrowee.

6. This Agreement is intended to implement, is not intended to cancel, supersede or modify the terms of the APR, or any agreement by and between Purchaser and the City. The duties and responsibilities of Escrowee are limited to this Agreement and the Escrowee shall not be subject to nor obligated to recognize any other agreement between the parties, provided, however, that these escrow instructions may be amended at any time by an instrument in writing signed by all of the undersigned.

7. Purchaser, Lender and the City warrant to and agree with Escrowee that, unless otherwise expressly set forth in this Agreement: (a) there is no security interest in the escrow funds or any part thereof; (b) no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the escrow funds or any part thereof; and (c) Escrowee shall have no responsibility at any time to ascertain whether or not any security interest exists in the escrow funds or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the escrow funds or any part thereof.

8. The fee for establishing the escrow is \$\_\_\_\_\_, payable by Purchaser at the time the escrow funds are deposited. An annual fee of \$\_\_\_\_\_ will be due from Purchaser for each year (or part thereof) the escrow account remains open (with any part of the deposit not disbursed) after \_\_\_\_\_, 20\_\_\_\_. Wire transfer or overnight delivery fees will be assessed at the rate of \$\_\_\_\_\_ each. All fees relating to this escrow account shall be billable to and payable solely by Purchaser. Funds from the escrow account may not be used to pay such fees.

9. \_\_\_\_\_ may resign as Escrowee by giving ten (10) days prior written notice by certified mail, return receipt requested, sent to Purchaser, Lender and the City care of their designated representatives and at the addresses set forth below; and thereafter Escrowee shall deliver all remaining escrow funds to a successor Escrowee named by Purchaser and the City in a joint written and signed order. If Purchaser and the City do not agree on a successor Escrowee, then Escrowee shall deliver all remaining escrow funds to the City.

10. This Agreement shall terminate ten (10) days following the earlier of: (i) the date on which the Purchaser completes the Remediation Work in accordance with the terms of the APR, as evidenced by the Purchaser's recording of the Final NFR Letter or (ii) \_\_\_\_\_, 20\_\_, as such date may be extended in writing by the City. All funds, including accumulated interest on the escrow funds, remaining in the escrow account on such termination date will belong to the City and the City will have the sole right to direct the escrow agent to disburse the funds in the escrow account to the City.

11. Any notice which the parties hereto are required or desire to give hereunder to any of the undersigned shall be in writing and may be given by mailing or delivering the same to the address of the undersigned by certified mail, return receipt requested, or overnight courier:

Purchaser:

North Austin Community Center  
415 North Laramie Avenue  
Chicago, IL 60644  
Attn: Donnita Travis

City:

City of Chicago  
Department of Planning & Development  
121 North LaSalle Street, Room 1000  
Chicago, Illinois 60602  
Attn: Commissioner

With a copy to:

City of Chicago  
Department of Assets, Information and Services  
30 North LaSalle Street, 3<sup>rd</sup> Floor  
Chicago, Illinois 60602  
Attn: Commissioner

And

City of Chicago  
Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attn: Real Estate and Land Use Division

Lender:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Escrowee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NORTH AUSTIN COMMUNITY CENTER

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

CITY OF CHICAGO

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

LENDER: \_\_\_\_\_

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

ESCROWEE: \_\_\_\_\_

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

**(sub) EXHIBIT 1 to Joint Order Escrow Agreement**

**LEGAL DESCRIPTION OF PROPERTY**

(Subject to final title commitment and survey)

[---]

COMMON ADDRESS: 1815-1911 N. Laramie Avenue, Chicago, Illinois 60644

PROPERTY INDEX NUMBERS: 13-33-404-017-0000  
13-33-408-001-0000  
13-33-408-002-0000  
13-33-408-036-0000  
13-33-408-038-0000

**(sub) EXHIBIT 2 to Joint Order Escrow Agreement**

Disbursement Direction

I, \_\_\_\_\_, the \_\_\_\_\_ of North Austin Community Center, hereby direct \_\_\_\_\_, Escrowee, under its Escrow Number \_\_\_\_\_ to pay to North Austin Community Center the sum of \$ \_\_\_\_\_ from the cash Deposit held in said Escrow.

Dated: \_\_\_\_\_ North Austin Community Center

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

I, \_\_\_\_\_, the \_\_\_\_\_ [Commissioner / Managing Deputy Commissioner] of the City of Chicago Department of Planning and Development, hereby authorize the disbursement requested above approving its payment as so directed.

Dated: \_\_\_\_\_ City of Chicago, acting by and through its Department of Assets, Information and Services

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

I, \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ [Lender], hereby direct \_\_\_\_\_, Escrowee, under its Escrow Number \_\_\_\_\_ to pay to \_\_\_\_\_ the sum of \$ \_\_\_\_\_ from the cash Deposit held in said Escrow.

Dated: \_\_\_\_\_ [Lender]

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

**(sub) EXHIBIT 3 to Joint Order Escrow Agreement**

The undersigned has served as the general contractor or remediation contractor to North Austin Community Center (the "Purchaser") and hereby certifies that the accompanying joint written order seeks funds to reimburse the Purchaser for "Approved Project Costs" incurred by Purchaser for the "Remediation Work," as defined in, and determined and governed by, the Agreement for the Purchase and Remediation of Land between Purchaser and the City of Chicago, dated \_\_\_\_\_, 2020. The undersigned has obtained and has included with this certification lien waivers for all the work for which reimbursement is sought.

Dated: \_\_\_\_\_

\_\_\_\_\_  
[general contractor or remediation contractor]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**(sub) EXHIBIT 4 to Joint Order Escrow Agreement**

**APPROVED PROJECT COSTS**

The funds in the Joint Order Escrow Account will be used solely to reimburse the Purchaser for the following categories of environmental costs incurred by the Purchaser in the performance of City-approved Remediation Work:

- i. Excavation, transportation and disposal of Hazardous Substances (as defined in Section 23.1) contaminated soils as approved in the RAP Approval Letter;
- ii. Import and compaction of CA-6 or clean soil to backfill soil area contaminated with Hazardous Substances (as defined in Section 23.1) in accordance with the RAP Approval Letter;
- iii. Incremental costs for disposal of the construction spoils, defined as the difference between tipping fees for clean construction or demolition debris and tipping fees for special waste;
- iv. Environmental consultant costs and SRP fees;
- v. UST removal in accordance with Section 23.4;
- vi. Removal of contaminated soil as required by the RAP Approval Letter, but not including soil removal required for routine construction; and
- vii. Installation of vapor barriers, geotextile and soil barriers to the extent required by the RAP Approval Letter.

Such environmental costs must be based on the Purchaser's actual costs, verified by actual receipts, with no markup by the Purchaser for these costs. Such receipts must include hourly billing rates for the prime environmental consultant and any environmental subcontractors hourly billing rates proposed by the Purchaser and approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.



**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:

North Austin Community Center

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant

OR

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

OR

3.  a legal entity with a direct or indirect right of control of the Applicant (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:

c/o Wagenmaker & Oberly  
53 West Jackson Boulevard

Chicago, IL 60611

C. Telephone: 312-305-2622 Fax: \_\_\_\_\_ Email: donnita.travis@bythehand.org

D. Name of contact person: Donnita Travis

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

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

Acquisition of city-owned property located at 1815-1915 North Laramie Avenue Chicago, IL

G. Which City agency or department is requesting this EDS? Department of Planning & 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
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership
- Limited partnership
- Trust
- Limited liability company
- Limited liability partnership
- Joint venture
- Not-for-profit corporation  
(Is the not-for-profit corporation also a 501(c)(3))?  
 Yes       No
- Other (please specify)

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

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
- Organized in Illinois

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

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

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

Name	Title
Donnita Travis	Director
Brian Musso	Director
John Zayas	Director

No members which are legal entities

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

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

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

Name	Business Address	Percentage Interest in the Applicant
None		

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

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

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

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

---

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

Yes  No

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

---

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

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

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.
Taft, Stettinius & Hollister LLP	111 East Wacker Drive #2800 Chicago, IL 60601	Attorney	\$5,000 (est.)

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

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

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

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

Yes     No

### B. FURTHER CERTIFICATIONS

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

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. 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, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
  - d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
  - e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).
5. Certifications (5), (6) and (7) concern:
- the Disclosing Party;
  - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
  - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
  - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
  - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

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

11. 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:

NA

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.

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

None

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

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [x] is not

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

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

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. 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 MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, 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 FINANCIAL INTEREST IN CITY BUSINESS**

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, 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), skip Items D(2) and D(3) and 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 financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
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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 (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, as amended, 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, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

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

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

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

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

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

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 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

Reports not required

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 -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and 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 Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.
- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which 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 City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which 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 MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

**CERTIFICATION**

Under penalty of perjury, the person signing Form (2) warrants that he/she is authorized to execute this BDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained on this BDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the FBI.

Name and Company of Disclosing Party  
\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Special Agent in Charge \_\_\_\_\_

\_\_\_\_\_

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*Handwritten signature*

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

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

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

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

"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% 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

[X] 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% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

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

Yes                       No

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

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

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

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

**PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

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