



# City of Chicago



O2016-2064

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	3/16/2016
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	First amendment to agreement for sale and redevelopment of land
<b>Committee(s) Assignment:</b>	Committee on Housing and Real Estate



HSG-

OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

March 16, 2016

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing amendments to previously passed land sales.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

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

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**, pursuant to an ordinance adopted on January 14, 2004, and published at pages 17313 through 17340 in the Journal of the Proceedings of the City Council for such date (the "Ordinance"), the City and Construction Trades Associates, Inc., an Illinois corporation ("Developer"), have entered into that certain Agreement for the Sale and Redevelopment of Land dated May 7, 2004, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on May 12, 2004, as document no. 0413345086, relating to Developer's construction of thirty-six (36) condominium units (the "Agreement"); and

**WHEREAS**, pursuant to the Ordinance, and in connection with the Agreement, the City has previously conveyed to Developer the real property legally described in Exhibit A attached hereto (the "Property"), by the City's quitclaim deed, dated May 13, 2004, and recorded with the Recorder's Office on June 14, 2004, as document no. 0416629104; and

**WHEREAS**, pursuant to the Agreement, Developer is required to construct six (6) condominium buildings, each with six (6) units, for a total of thirty-six (36) units on the Property; and

**WHEREAS**, pursuant to the Agreement, four (4) of the thirty-six (36) units shall be sold as Affordable Units (as defined in the Agreement); and

**WHEREAS**, Developer has constructed three (3) six (6) unit condominium buildings on a portion of the Property, which portion of the Property is legally described in Exhibit B attached hereto (the "Released Property"), for a total of eighteen (18) units; and

**WHEREAS**, Developer has sold all eighteen (18) units, one (1) of which was an Affordable Unit; and

**WHEREAS**, in accordance with Section 9 of the Agreement, the Agreement has been released as to the aforementioned eighteen (18) units, including one (1) Affordable Unit, though such Affordable Unit is (in accordance with Section 4.I of the Agreement) subject to that certain mortgage by and between the City and the Affordable Unit buyer, dated August 11, 2008, and recorded with the Recorder's Office on August 14, 2008, as document no. 0822733148; and

**WHEREAS**, Developer has proposed and the City has agreed that, subject to final design approval by the Commissioner of the Department of Planning and Development or his designee, instead of constructing the remaining eighteen (18) units, the Developer shall construct six (6) single-family homes (each containing approximately 3,500 square feet of gross area on 3 floors,

including a fully finished basement; each home will contain 3 to 4 bedrooms, and 3.5 baths; all homes will have masonry exterior walls; and each home will include a 2 car garage) on the Property other than the Released Property, which is legally described in Exhibit C attached hereto (the "Remaining Property"); and

**WHEREAS**, Developer shall now build a total of twenty-four (24) units (i.e., eighteen (18) condominium units and six (6) single-family homes) on the Property; and

**WHEREAS**, due to Developer now providing twenty-four (24) units, only two (2) total Affordable Units are required, instead of the original four (4) total Affordable Units; and

**WHEREAS**, Developer has provided one (1) Affordable Unit; and

**WHEREAS**, the City and Developer have agreed that the Developer will make a \$50,000 contribution to the Affordable Housing Opportunity Fund in lieu of constructing a second Affordable Unit; and

**WHEREAS**, Developer has requested an extension of the date by which Developer must complete construction of the Project to December 31, 2019; **now, therefore**,

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

**SECTION 1.** The above recitals, and the statements of fact and findings made therein, are incorporated herein and made a material part of this ordinance.

**SECTION 2.** The Commissioner of the Department of Planning and Development ("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 a first amendment to the Agreement between the City and the Developer, in substantially the form attached hereto as Exhibit D and made a part hereof (the "First Amendment"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the First Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the First Amendment.

**SECTION 3.** If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

**SECTION 4.** All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 5.** This ordinance shall be in full force and effect immediately upon its passage and approval.

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

(Subject to Title Commitment & Survey)

**Parcel 1**

LOTS 11, 12, 13 AND 14 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as:           4950-56 S. Champlain Avenue  
  600-14 E. 50th Street  
  Chicago, Illinois 60615

P.I.Ns.:                           20-10-219-008  
  20-10-219-016  
  20-10-219-032 (formerly 20-10-219-017)

**Parcel 2**

LOTS 1 AND 2 IN BLOCK 1 IN SNOW AND DICKINSON'S SUBDIVISION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as:           4800-06 S. St. Lawrence Avenue  
  Chicago, Illinois 60616

P.I.Ns:                           20-10-210-042 & -044 (both formerly 20-10-210-022)

**EXHIBIT B**

**LEGAL DESCRIPTION OF RELEASED PROPERTY**

(Subject to Title Commitment & Survey)

**TRACT 1**

UNITS 1N, 2N, 3N, 1S, 2S AND 3S IN THE 4956 S. CHAMPLAIN CONDOMINIUM, AS DELINEATED ON A PLAT OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 13 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS;

WHICH PLAT IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0711516106, AS AMENDED; TOGETHER WITH SAID UNITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Commonly known as:           4956 S. Champlain Avenue, Units 1N, 2N, 3N, 1S, 2S and 3S  
Chicago, Illinois 60615

P.I.Ns:                           20-19-219-032-1001 through 1006 (formerly 20-10-219-017)

**TRACT 2**

UNITS 1N, 2N, 3N, 1S, 2S AND 3S IN THE ST LAWRENCE COMMONS CONDOMINIUMS AS DELINEATED ON A PLAT OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 1 BLOCK 1 IN SNOW AND DICKINSON'S SUBDIVISION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH PLAT IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0615844015, AS AMENDED; TOGETHER WITH SAID UNITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Commonly known as:           4800 S. St. Lawrence Avenue, Units 1N, 2N, 3N, 1S, 2S and 3S  
Chicago, Illinois 60615

P.I.Ns: 20-19-219-042-1001 through 1006 (formerly 20-10-210-022)

**TRACT 3**

UNITS 1N, 2N, 3N, 1S, 2S AND 3S IN THE 4606 S. ST. LAWRENCE CONDOMINIUM AS DELINEATED ON A PLAT OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 2 BLOCK 1 IN SNOW AND DICKINSON'S SUBDIVISION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH PLAT IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0802915054, AS AMENDED; TOGETHER WITH SAID UNITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Commonly known as: 4806 S. St. Lawrence Avenue, Units 1N, 2N, 3N, 1S, 2S and 3S  
Chicago, Illinois 60615

P.I.Ns: 20-19-219-044-1001 through 1006 (formerly 20-10-210-022)

**EXHIBIT C**

**LEGAL DESCRIPTION OF REMAINING PROPERTY**

(Subject to Title Commitment & Survey)

LOTS 11, 12 AND 14 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as:           4950 S. Champlain Avenue  
  600-14 E. 50th Street  
  Chicago, Illinois 60615

P.I.Ns.:                           20-10-219-008  
  20-10-219-016



**EXHIBIT D**

**FORM OF FIRST AMENDMENT**

[Attached]

THIS INSTRUMENT PREPARED BY,  
AND AFTER RECORDING,  
PLEASE RETURN TO:

Department of Law, Real Estate Division  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
(312) 744-0200

**FIRST AMENDMENT TO  
AGREEMENT FOR THE  
SALE AND REDEVELOPMENT  
OF LAND**

(The Above Space For Recorder's Use Only)

This FIRST AMENDMENT TO AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND ("First Amendment") is made on or as of this day of \_\_\_ 20\_\_\_, by and between the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government ("City"), acting by and through its Department of Planning and Development ("Department"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and CONSTRUCTION TRADES ASSOCIATES, INC., an Illinois corporation ("Developer"), whose offices are located at 3528 Walnut Avenue, Wilmette, Illinois 60091. Capitalized terms used in this First Amendment but not defined herein shall have the meaning set forth in the Agreement ("Agreement" is defined below).

**RECITALS**

**WHEREAS**, pursuant to an ordinance adopted on January 14, 2004, and published at pages 17313 through 17340 in the Journal of the Proceedings of the City Council for such date (the "Ordinance"), the City and the Developer, have entered into that certain Agreement for the Sale and Redevelopment of Land dated May 7, 2004, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on May 12, 2004, as document no. 0413345086, relating to Developer's construction of thirty-six (36) condominium units (the "Agreement"); and

**WHEREAS**, pursuant to the Ordinance, and in connection with the Agreement, the City has previously conveyed to Developer the real property legally described in Exhibit A attached hereto (the "Property"), by the City's quitclaim deed, dated May 13, 2004, and recorded with the Recorder's Office on June 14, 2004, as document no. 0416629104; and

**WHEREAS**, pursuant to the Agreement, Developer is required to construct six (6) condominium buildings, each with six (6) units, for a total of thirty-six (36) units on the Property; and

**WHEREAS**, pursuant to the Agreement, four (4) of the thirty-six (36) units shall be sold as Affordable Units (as defined in the Agreement); and

**WHEREAS**, Developer has constructed three (3) six (6) unit condominium buildings on a portion of the Property, which portion of the Property is legally described in Exhibit B attached hereto (the "Released Property"), for a total of eighteen (18) units; and

**WHEREAS**, Developer has sold all eighteen (18) units, one (1) of which was an Affordable Unit; and

**WHEREAS**, in accordance with Section 9 of the Agreement, the Agreement has been released as to the aforementioned eighteen (18) units, including one (1) Affordable Unit, though such Affordable Unit is (in accordance with Section 4.I of the Agreement) subject to that certain mortgage by and between the City and the Affordable Unit buyer, dated August 11, 2008, and recorded with the Recorder's Office on August 14, 2008, as document no. 0822733148; and

**WHEREAS**, Developer has proposed and the City has agreed that, subject to final design approval by the Commissioner of the Department of Planning and Development or his designee, instead of constructing the remaining eighteen (18) units, the Developer shall construct six (6) single-family homes (each containing approximately 3,500 square feet of gross area on 3 floors, including a fully finished basement; each home will contain 3 to 4 bedrooms, and 3.5 baths; all homes will have masonry exterior walls; and each home will include a 2 car garage) on the Property other than the Released Property, which is legally described in Exhibit C attached hereto (the "Remaining Property"); and

**WHEREAS**, Developer shall now build a total of twenty-four (24) units (i.e., eighteen (18) condominium units and six (6) single-family homes) on the Property; and

**WHEREAS**, due to Developer now providing twenty-four (24) units, only two (2) total Affordable Units are required, instead of the original four (4) total Affordable Units; and

**WHEREAS**, Developer has provided one (1) Affordable Unit; and

**WHEREAS**, the City and Developer have agreed that the Developer will make a \$50,000 contribution to the Affordable Housing Opportunity Fund in lieu of constructing a second Affordable Unit; and

**WHEREAS**, Developer has requested an extension of the date by which Developer must complete construction of the Project to December 31, 2019.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and in the Agreement, 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 First Amendment 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. DEFINED TERMS

A. The definition of "Project" (or alternatively, "Improvements"), as stated in the Recitals of the Agreement, is amended and restated to read as follows:

"Three (3) condominium buildings consisting of a total of eighteen units and six (6) single-family homes constructed on the Property by the Developer."

B. The definition of "Affordable Unit," as stated in the Recitals of the Agreement, is amended and restated to read as follows:

"One condominium unit sold to unit buyers at an affordable sales price not to exceed the sum of \$197,900.00. The parties agree that the Developer has satisfied its obligations under this Agreement with respect to this Affordable Unit. In lieu of providing a second Affordable Unit, the Developer shall make a \$50,000 contribution to the City's Affordable Housing Opportunity Fund. This \$50,000 contribution must be paid prior to the issuance of the first building permit for development of the Remaining Property."

## SECTION 3. LIMITED APPLICABILITY

Section 7 (Limited Applicability) is amended and restated to read as follows:

"The approval of any Drawings by the Department's Bureau of Housing is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings, any other Department Bureau (such as, but not limited to, the Department's Bureau of Zoning), or any other City department; nor does the approval by the Department pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Property. The approval given by the Department shall be only for the benefit of the Developer and any lienholder authorized by this Agreement."

## SECTION 4. COMMENCEMENT AND COMPLETION DATES.

Section 8 (Commencement and Completion of Improvements) is amended and restated to read as follows:

"The construction of the Improvements shall be commenced within nine months of the conveyance of the Property to the Developer, and except as otherwise provided in this Agreement, shall be completed (as evidenced by the issuance of the Certificate of Completion by the City) by December 31, 2019. The Developer shall promptly notify the City when construction has begun."

SECTION 5. CITY HIRING PLAN. The Agreement is amended to include Section 29 (City Hiring Plan), which reads as follows:

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

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

(iii) Developer 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.

(iv) In the event of any communication to Developer by a City employee or City official in violation of subparagraph (ii) above, or advocating a violation of subparagraph (iii) above, Developer 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. Developer will also cooperate with any inquiries by the OIG.”

SECTION 6. BUSINESS RELATIONSHIPS. The Agreement is amended to include Section 30 (Business Relationships), which reads as follows:

“The Developer acknowledges (1) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (2) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or

employee has a “Business Relationship” (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (3) 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 Developer 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 7. PATRIOT ACT CERTIFICATION. The Agreement is amended to include Section 31 (Patriot Act Certification), which reads as follows:

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

As used in the above paragraph, an “Affiliate” shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 8. PROHIBITION ON CERTAIN CONTRIBUTIONS – MAYORAL EXECUTIVE ORDER NO. 2011-4. The Agreement is amended to include Section 32 (Prohibition on Certain Contributions – Mayoral Executive Order No. 2011-4), which reads as follows:

“Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent (“Owners”), spouses and domestic partners of such Owners, Developer’s contractors (i.e., any person or entity in direct contractual privity with Developer 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 (Developer and all the other preceding classes of persons and entities are together, the “Identified Parties”), shall not make a contribution of any amount to the Mayor of the City of Chicago (the “Mayor”) or to his political fundraising committee (1) after execution of this Agreement by Developer, (2) while this Agreement or any Other Contract is executory, (3) during the term of this Agreement or any Other Contract between Developer and the City, or (4) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later to occur of (1) May 16, 2011, and (2) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer agrees that it shall not: (1) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (2) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (3) Bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

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

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this 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, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

For purposes of this provision:

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

“Other Contract” means any other agreement with the City of Chicago to which Developer is a party that is (1) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (2) entered into for the purchase or lease of real or personal property; or (3) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

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

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

1. they are each other's sole domestic partner, responsible for each other's common welfare; and
2. neither party is married; and

3. the partners are not related by blood closer than would bar marriage in the State of Illinois; and
4. 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
5. two of the following four conditions exist for the partners:
  - a. The partners have been residing together for at least 12 months.
  - b. The partners have common or joint ownership of a residence.
  - c. The partners have at least two of the following arrangements:
    - i. joint ownership of a motor vehicle;
    - ii. a joint credit account;
    - iii. a joint checking account;
    - iv. a lease for a residence identifying both domestic partners as tenants.
  - d. Each partner identifies the other partner as a primary beneficiary in a will.

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

SECTION 9. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY. The Agreement is amended to include Section 33 (Failure To Maintain Eligibility To Do Business with the City), which reads as follows:

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

SECTION 10. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL. The Agreement is amended to include Section 34 (Inspector General and Legislative Inspector General), which reads as follows:

“It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. The Developer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.”

SECTION 11. RECORDING COSTS. Developer shall pay to record this First Amendment and other documents incidental thereto.

SECTION 12. FULL FORCE AND EFFECT. Except as amended hereby, the Agreement shall continue in full force and effect as the binding obligations of the City and Developer.



SECTION 13. COUNTERPARTS. This First Amendment 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.

(Signature Page Follows)

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

CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Planning and Development

By: \_\_\_\_\_  
David L. Reifman,  
Commissioner  
Department of Planning and Development

CONSTRUCTION TRADES ASSOCIATES, INC.,  
an Illinois corporation

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

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK         )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David L. Reifman, the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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NOTARY PUBLIC

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK         )

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Construction Trades Associates, Inc., an Illinois corporation and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument as her/his free and voluntary act and the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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NOTARY PUBLIC

**(sub) EXHIBIT A to First Amendment**

**LEGAL DESCRIPTION OF THE PROPERTY**

(Subject to Title Commitment & Survey)

**Parcel 1**

LOTS 11, 12, 13 AND 14 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4950-56 S. Champlain Avenue  
600-14 E. 50th Street  
Chicago, Illinois 60615

P.I.Ns.: 20-10-219-008  
20-10-219-016  
20-10-219-032 (formerly 20-10-219-017)

**Parcel 2**

LOTS 1 AND 2 IN BLOCK 1 IN SNOW AND DICKINSON'S SUBDIVISION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4800-06 S. St. Lawrence Avenue  
Chicago, Illinois 60616

P.I.Ns: 20-10-210-042 & -044 (both formerly 20-10-210-022)

**(sub) EXHIBIT B to First Amendment**

**LEGAL DESCRIPTION OF RELEASED PROPERTY**

(Subject to Title Commitment & Survey)

**TRACT 1**

UNITS 1N, 2N, 3N, 1S, 2S AND 3S IN THE 4956 S. CHAMPLAIN CONDOMINIUM, AS DELINEATED ON A PLAT OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 13 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS;

WHICH PLAT IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0711516106, AS AMENDED; TOGETHER WITH SAID UNITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Commonly known as: 4956 S. Champlain Avenue, Units 1N, 2N, 3N, 1S, 2S and 3S  
Chicago, Illinois 60615

P.I.Ns: 20-19-219-032-1001 through 1006 (formerly 20-10-219-017)

**TRACT 2**

UNITS 1N, 2N, 3N, 1S, 2S AND 3S IN THE ST LAWRENCE COMMONS CONDOMINIUMS AS DELINEATED ON A PLAT OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 1 BLOCK 1 IN SNOW AND DICKINSON'S SUBDIVISION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH PLAT IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0615844015, AS AMENDED; TOGETHER WITH SAID UNITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Commonly known as: 4800 S. St. Lawrence Avenue, Units 1N, 2N, 3N, 1S, 2S and 3S  
Chicago, Illinois 60615

P.I.Ns: 20-19-219-042-1001 through 1006 (formerly 20-10-210-022)

**TRACT 3**

UNITS 1N, 2N, 3N, 1S, 2S AND 3S IN THE 4606 S. ST. LAWRENCE CONDOMINIUM AS DELINEATED ON A PLAT OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 2 BLOCK 1 IN SNOW AND DICKINSON'S SUBDIVISION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH PLAT IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0802915054, AS AMENDED; TOGETHER WITH SAID UNITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Commonly known as: 4806 S. St. Lawrence Avenue, Units 1N, 2N, 3N, 1S, 2S and 3S  
Chicago, Illinois 60615

P.I.Ns: 20-19-219-044-1001 through 1006 (formerly 20-10-210-022)

**(sub) EXHIBIT C to First Amendment**

**LEGAL DESCRIPTION OF REMAINING PROPERTY**

(Subject to Title Commitment & Survey)

LOTS 11, 12 AND 14 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as:        4950 S. Champlain Avenue  
                                      600-14 E. 50th Street  
                                      Chicago, Illinois 60615

P.I.Ns.:                        20-10-219-008  
                                      20-10-219-016

**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:

Construction Trades Associates, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant  
OR

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

3.  a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: \_\_\_\_\_

B. Business address of the Disclosing Party: 3528 Walnut Ave., Wilmette Illinois 60091

C. Telephone: 847-728-0584 Fax: 847-728-0585 Email: artg1234@hotmail.com

D. Name of contact person: Art Gurevich

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):  
**Re-authorization and amendment of the Redevelopment Agreement for the purchase and development of 4800-4806 S. St. Lawrence, 4950 56 S. Champlain and 600-14 E. 50th Str. parcels executed on May 7, 2004 and recorded by the Cook County Recorder of Deeds as document #0413345086 on May 12, 2004**

G. Which City agency or department is requesting this EDS? Department of Planning

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  N/A

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

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

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

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

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

Name	Title
Art Gurevich	President
Marko Boldun	Secretary

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Art Gurevich	3528 Walnut Ave., Wilmette IL 60091	50%
Marko Boldun	3528 Walnut ave., Wilmette IL 60091	50%

**SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

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

Yes                       No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

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

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

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

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
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N/A

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(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

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

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

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

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

Yes       No

**B. FURTHER CERTIFICATIONS**

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

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

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

3. The certifications in subparts 3, 4 and 5 concern:

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

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

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

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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

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

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

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N/A

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

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

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N/A

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9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

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N/A

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is  is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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N/A

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

**D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

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

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

Yes                       No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes                       No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

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

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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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N/A

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## SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

### A. CERTIFICATION REGARDING LOBBYING

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

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N/A

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.



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

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

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

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes  No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes  No

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

Yes  No

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

Yes  No

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

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

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

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

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

The Disclosing Party represents and warrants that:

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

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

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

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

**CERTIFICATION**

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

Construction Trades Associates, Inc.

(Print or type name of Disclosing Party)

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

(Sign here)

Art Gurevich

(Print or type name of person signing)

President

(Print or type title of person signing)

Signed and sworn to before me on (date) 2-06-2016,  
at COOK County, ILLINOIS (state).

Gail Gurevich Notary Public.



Commission expires: 12-18-2019.

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

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

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

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

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

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

Yes

No

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

N/A

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CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

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

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

Yes  No

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

Yes  No  Not Applicable

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

N/A

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

