



# City of Chicago



O2016-467

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	1/13/2016
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Negotiated sale and conveyance of City land to University of Chicago and University of Chicago Charter School Corporation
<b>Committee(s) Assignment:</b>	Committee on Housing and Real Estate

HSG.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

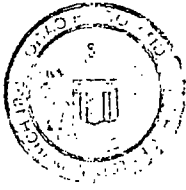
At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the sale of city-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

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

Mayor



AN ORDINANCE OF THE CITY OF CHICAGO, ILLINOIS  
AUTHORIZING THE NEGOTIATED SALE  
AND CONVEYANCE OF CITY LAND TO THE UNIVERSITY OF CHICAGO AND  
DESIGNATING THE UNIVERSITY OF CHICAGO AS DEVELOPER

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

**WHEREAS**, pursuant to an ordinance adopted by the City Council of the City ("City Council") on January 20, 1999, and published at pages 87763 through 87845 in the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") of such date, the City Council approved a certain redevelopment plan and project (as amended, the "Redevelopment Plan") for the Woodlawn Tax Increment Redevelopment Project Area (the "Redevelopment Area") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 *et seq.*) (the "Act"); and

**WHEREAS**, pursuant to an ordinance adopted by the City Council on January 20, 1999, and published at pages 87845 through 87852 in the *Journal* of such date, the City Council designated the Redevelopment Area as a redevelopment project area pursuant to the Act; and

**WHEREAS**, pursuant to an ordinance adopted by the City Council on January 20, 1999, and published at pages 87852 through 87860 in the *Journal* of such date, the City Council adopted tax increment allocation financing pursuant to the Act as a means of financing certain redevelopment project costs (as defined in the Act) in the Redevelopment Area incurred pursuant to the Redevelopment Plan; and

**WHEREAS**, the City is the owner of approximately 3.586 acres of vacant land bounded by East 63<sup>rd</sup> Street on the north, South University Avenue on the east, East 64<sup>th</sup> Street on the south and South Greenwood Avenue on the west, as legally described on Exhibit A attached hereto (the "Property"); and

**WHEREAS**, the Property is bisected by two alleys; and

**WHEREAS**, the City Council, by ordinance adopted on December 9, 2015, authorized the vacation of the two alleys crossing the Property, as depicted in the Plat of Vacation attached as Exhibit C to the Redevelopment Agreement (as hereinafter defined); and

**WHEREAS**, upon recordation of the vacation ordinance, the alleys will become part of the Property by operation of law; and

**WHEREAS**, the Property is located in the Redevelopment Area; and



**WHEREAS**, the University of Chicago, an Illinois not-for-profit corporation (the "University"), has submitted a proposal to the Department of Planning and Development (the "Department") to purchase the Property for \$1.00; and

**WHEREAS**, the appraised value of the Property as of February 8, 2015, was \$755,000; and

**WHEREAS**, the University of Chicago Charter School Corporation, an Illinois not-for-profit corporation and affiliate of the University ("UCCS"), currently operates a neighborhood charter school comprised of four academic campuses on Chicago's South Side, including the Woodlawn Campus currently at 6420 South University Avenue; and

**WHEREAS**, the Woodlawn Campus serves 650 students from grades 6 through 12, and has been operating for nine years; and

**WHEREAS**, as one of two public high schools serving the Woodlawn community, the UCCS-Woodlawn Campus offers priority admission to students who live in the surrounding neighborhood, with approximately 30-40 percent of students living within two miles of the campus; and

**WHEREAS**, the University desires to purchase the Property from the City in order to construct a new school building and athletic field for the UCCS Woodlawn Campus (the "Project"); and

**WHEREAS**, the University intends to build the Project in two phases; and

**WHEREAS**, in the first phase of the Project, the University will construct a three-story school building containing approximately 68,000 square feet and housing academic and administrative offices, classrooms, a cafeteria, and a gymnasium, together with associated off-street parking and landscaping, including a large grass field for athletic and other student activities; and

**WHEREAS**, in the second phase of the Project, the University will enhance the athletic field by constructing a jogging path, adding field markings for competitive sports, installing field goal posts and other site infrastructure and equipment to support the athletic field; and

**WHEREAS**, the University will lease the underlying land and improvements to UCCS; and

**WHEREAS**, the City Council, pursuant to an ordinance adopted on July 29, 2015, authorized an amendment to the Redevelopment Plan to permit an institutional use of the Property; and

**WHEREAS**, the Project is consistent with the purposes and objectives of the Redevelopment Plan; and

**WHEREAS**, the University and UCCS have agreed to undertake the construction and operation of the Project in accordance with the Redevelopment Plan and pursuant to the terms

and conditions of a redevelopment agreement in substantially the form attached hereto as Exhibit B (the "Redevelopment Agreement"); and

**WHEREAS**, by Resolution No. 15-056-21 adopted on October 15, 2015, the Chicago Plan Commission approved the conveyance of the Property to the University; and

**WHEREAS**, by Resolution No. 15-CDC-28, adopted on October 13, 2015, the CDC authorized the Department to advertise its intent to negotiate a sale of the Property with the University and to request alternative proposals for the redevelopment of the Property, and recommended the sale of the Property to the University if no responsive alternative proposals were received at the conclusion of the advertising period, or, if alternative proposals were received, if the Department determined in its sole discretion that it was in the best interest of the City to proceed with the University's proposal; and

**WHEREAS**, public notices advertising the Department's intent to enter into a negotiated sale of the Property with the University and requesting alternative proposals appeared in the *Chicago Sun-Times* on October 16, October 26, and November 9, 2015; and

**WHEREAS**, no other responsive proposals were received by the deadline indicated in the aforesaid notices; ***now, therefore,***

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

**SECTION 1.** The foregoing recitals are hereby adopted as the findings of the City Council.

**SECTION 2.** The University is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

**SECTION 3.** The sale of the Property to the University for \$1.00 is hereby approved. This approval is expressly conditioned upon the City entering into the Redevelopment Agreement with the University and UCCS. The Commissioner of the Department (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement and such other supporting documents.

**SECTION 4.** The Mayor or his proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed or quitclaim deeds conveying the Property to the University, or to a land trust of which the University is the sole beneficiary, or to an entity of which the University is the sole controlling party, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

**SECTION 5.** 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 6.** All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 7.** This ordinance shall take effect immediately upon its passage and approval.

Attachments: Exhibit A – Legal Description of Property  
Exhibit B – Redevelopment Agreement



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL 1:

LOTS 1, 2 AND 3 IN WADSWORTH'S ADDITION TO WOODLAWN A SUBDIVISION OF THE WEST 8 ACRES OF THE EAST 30 ACRES OF THE NORTH EAST  $\frac{1}{4}$  OF THE NORTH WEST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, ALSO LOTS 7 AND 8 OF BLOCK 2 AND LOT 10 AND THE WEST 40 FEET OF LOT 11 IN BLOCK 3 OF SECOND PLAT OF WOODLAWN A SUBDIVISION OF THE EAST 22 ACRES OF THE NORTH  $\frac{1}{2}$  OF THE NORTH WEST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2 AND 3 IN WADSWORTH'S RESUBDIVISION OF LOTS 4 TO 12, INCLUSIVE, IN WADSWORTH ADDITION TO WOODLAWN WITH LOTS 9 AND 10 IN BLOCK 2 AND PART OF LOT 11 IN BLOCK 3 IN THE SECOND PLAT OF WOODLAWN IN SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 14 AND 15 IN BLOCK 2 IN THE SECOND PLAT OF WOODLAWN, BEING WADSWORTH'S SUBDIVISION OF THE EAST 22 ACRES OF THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESSES: 1101-45 East 63<sup>rd</sup> Street  
1110-44 East 64<sup>th</sup> Street  
6301-37 South Greenwood Avenue; and  
6300-36 South University Avenue

PINS: 20-23-107-001 through and including -015  
20-23-107-017 through and including -020

EXHIBIT B

REDEVELOPMENT AGREEMENT

(ATTACHED)

**AGREEMENT FOR THE  
SALE AND REDEVELOPMENT  
OF LAND**

(The Above Space for Recorder's Use Only)

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the \_\_\_ day of \_\_\_\_\_, 2016, by, between and among 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, the **UNIVERSITY OF CHICAGO**, an Illinois not-for-profit corporation (the "University"), whose offices are located at 5801 South Ellis Avenue, Chicago, IL 60637, and the **UNIVERSITY OF CHICAGO CHARTER SCHOOL CORPORATION**, an Illinois not-for-profit corporation ("UCCS"), whose offices are located at 1313 East 60<sup>th</sup> Street, Chicago, IL 60637.

**RECITALS**

**WHEREAS**, the City is the owner of approximately 3.586 acres of vacant land bounded by East 63<sup>rd</sup> Street on the north, South University Avenue on the east, East 64<sup>th</sup> Street on the south and South Greenwood Avenue on the west, as legally described on Exhibit A attached hereto and depicted on the Property Line Map and PD Boundary Map attached hereto as Exhibit B (the "Property"); and

**WHEREAS**, the Property is comprised of nineteen (19) vacant parcels of land, which together form a rectangular city block bounded on all sides by public rights-of-way; and

**WHEREAS**, the University, through UCCS, currently operates a neighborhood charter school comprised of four academic campuses on Chicago's South Side: the Woodlawn Campus (Grades 6-12) at 6420 S. University Avenue, the Carter G. Woodson Campus (Grades 6-8) at 4444 S. Evans Avenue, the Donoghue Campus (Grades PreK-5) at 707 E. 37<sup>th</sup> Street, and the North Kenwood/Oakland Campus (Grades PreK-5) at 1119 E. 46th Street; and

**WHEREAS**, the University desires to purchase the Property from the City in order to construct a new school facility for UCCS' Woodlawn Campus (as further described below, the "Project"); and

**WHEREAS**, the Property is bisected by two alleys, which intersect and terminate in approximately the middle of the rectangular city block and separate its southeast quadrant from the rest of the land; and

**WHEREAS**, the City Council, by ordinance adopted on December 9, 2015, authorized the vacation of the two alleys crossing the Property, as depicted in the Plat of Vacation attached hereto as Exhibit C; and

**WHEREAS**, upon recordation of the vacation ordinance, the alleys will become part of the Property by operation of law, and thereafter any reference herein to the Property shall be deemed to include the alleys; and

**WHEREAS**, the Woodlawn Campus serves 650 students from grades 6 through 12 at its current campus located at 6420 S. University Avenue; and

**WHEREAS**, UCCS has been operating the Woodlawn Campus for nine years; and

**WHEREAS**, as one of two public high schools serving the Woodlawn community, the UCCS-Woodlawn Campus offers priority admission to students who live in the surrounding neighborhood, with approximately 30-40 percent of students living within two miles of the campus; and

**WHEREAS**, 99 percent of UCCS students are African Americans and approximately 80 percent of students qualify for free or reduced lunch; and

**WHEREAS**, the City Council, pursuant to an ordinance adopted on July 29, 2015, and published at pages 4149 through 4170 in the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") of such date, approved the rezoning of the Property from Residential Planned Development Number 723 to B3-2 Community Shopping District and then to Institutional Planned Development No. 1287 (the "PD"); and

**WHEREAS**, the University intends to build the Project in two (2) phases in accordance with the phasing plan incorporated in the PD and attached hereto as Exhibit D (the "Phasing Plan"); and

**WHEREAS**, in the first phase of the Project ("Phase I"), the University will (i) construct a three-story school building containing approximately 68,000 square feet and housing academic and administrative offices, classrooms, a cafeteria, and a gymnasium; (ii) construct a 25-space parking lot and trash enclosure; (iii) connect to the necessary utilities to support the school building; (iv) plant parkway trees along University Avenue and Greenwood Avenue; and (v) install paving adjacent to the building and landscape the Property in accordance with the plan attached hereto as Exhibit E (the "Interim Landscape Plan"), including clearing, greening and fencing the Phase II area, all in accordance with the PD and as illustrated on the Phasing Plan; and

**WHEREAS**, in the second phase of the Project ("Phase II"), the University will (i) remove power lines and other utilities in the existing alleys and relocate such utilities as necessary, (ii) construct a jogging path around the Phase II grass field and place field markings for competitive sports; (iii) install the necessary site infrastructure to support the athletic field; (iv) install athletic field goal posts and other athletic equipment; and (v) plant parkway trees along 64<sup>th</sup> Street, all in accordance with the PD and as illustrated on the Phasing Plan; and

**WHEREAS**, the University will lease the underlying land and improvements to UCCS;  
and

**WHEREAS**, the Property is located in the Woodlawn Redevelopment Project Area (the "Redevelopment Area"), as created by ordinance adopted on January 20, 1999; and

**WHEREAS**, the Project is consistent with the redevelopment plan and project for the Redevelopment Area (as amended, the "Redevelopment Plan"); and

**WHEREAS**, the City Council, pursuant to an ordinance adopted on July 29, 2015, authorized an amendment to the Redevelopment Plan to permit an institutional use of the Property; and

**WHEREAS**, the Property has an appraised value of \$755,000 (approximately \$4.93 per square foot); and

**WHEREAS**, the City has agreed to sell the Property to the University for \$1.00 in consideration of the University's obligations to construct the Project in accordance with the terms and conditions of this Agreement, to comply with certain use restrictions and to obtain a Final NFR Letter, among other requirements; and

**WHEREAS**, the estimated cost of the Project is \$27.5 million (\$24.5 million for Phase I and \$3 million for Phase II); and

**WHEREAS**, as security for the University's completion of construction of the Project and compliance with the use restrictions set forth herein (or the payment of certain fees in lieu thereof), the University has agreed to execute a reconveyance deed in the form attached hereto as Exhibit F (the "Reconveyance Deed"); and

**WHEREAS**, the City Council, pursuant to an ordinance (the "Project Ordinance") adopted on \_\_\_\_\_, 2016, and published at pages \_\_\_\_\_ through \_\_\_\_\_ in the Journal of such date, authorized the sale of the Property to the University, subject to the execution, delivery and recording 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 AND RULES OF CONSTRUCTION.**

2.1 Defined Terms. For purposes of this Agreement, in addition to the terms defined in the foregoing Recitals, the following terms shall have the following meanings:

"2FM" is defined in Section 22.3(a).

"Actual Residents of the City" means persons domiciled within the City, as set forth in more detail in Section 23.2(c) hereof.

"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 person 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" means any agents, employees, contractors, subcontractors, or other persons acting under the control or at the request of the University or UCCS, as the context requires, or their respective contractors or Affiliates.

"Agreement" means this Agreement as may be amended in accordance with the terms hereof.

"Alternative Permitted Use(s)" means: (a) operation of any of the following University-sponsored programs, if such programs are permitted under the PD or the PD is amended to permit such programs, and supporting administrative offices: Upward Bound, Collegiate Scholars Program, Neighborhood Schools Program, Community Programs Accelerator, Civic Leadership Academy, Arts + Public Life, UChicago Local, or any comparable community outreach program that has a direct impact on the communities of Woodlawn, Washington Park, Greater Grand Crossing, South Shore, Douglas, Grand Boulevard, and/or Oakland, and supporting administrative offices; or (b) another purpose that has a direct community impact approved by the Commissioner in his or her reasonable discretion.

"Architect" means EC Purdy & Associates.

"Budget" is defined in Section 9.

"Bundle" is defined in Section 27.7(a).

"Business Day" means any day other than Saturday, Sunday or a legal holiday in the City.

"Certificate of Completion" is defined in Section 14.

"Change Order" means any modification to the Scope Drawings, Plans and Specifications, or Budget, as described in Sections 9 and 11.

"City" is defined in the Preamble to the Recitals.

"City Contract" is defined in Section 24.1(l).

"City Council" means the City Council of the City of Chicago as defined in the Recitals.

"City Hiring Plan" is defined in Section 30.1.

"Claims" means liens (including, without limitation, lien removal and bonding costs), liabilities, obligations, damages, losses, demands, penalties, assessments, payments, fines, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including, without limitation, reasonable, actually-incurred legal fees and expenses and costs of investigation) of any kind and nature whatsoever.

"Closing" means the closing on the conveyance of the Property in accordance with this Agreement.

"Closing Date" is defined in Section 5.

"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.

"Compliance Period" means a period of twenty (20) years following issuance of the Phase I Completion Certificate, excluding any period of time that an Event of Default exists under this Agreement, provided that such period shall terminate upon the earliest of the payment of the Unrestricted Use Default Fee, Intentional Default Use Fee, or the Prohibited Sale Fee.

"Construction Program" is defined in Section 23.3(a).

"Contractors" is defined in Section 27.1.

"Contribution" is defined in Section 27.7(c).

"Corporation Counsel" means the City's Department of Law.

"CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Chicago, Gary, Lake County, IL-IN-WI All Items (Base Year 1982-4 = 100) for the applicable date or period, published by the Bureau of Labor Statistics of the United States Department of Labor.

"Deed" is defined in Section 6.1.

"Domestic partners" is defined in Section 27.7(d).

"DPD" is defined in the Preamble to the Recitals hereof.

"Draft NFR Letter" means a draft comprehensive "No Further Remediation" Letter issued by the IEPA for the Property, or applicable portions thereof, as determined pursuant to Section 22.3(a), based on TACO Tier I residential remediation objectives, as amended or supplemented from time to time.

"EDS" means the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted on paper or via the City's on-line submission process.

“Effective Date” means the date upon which this Agreement has been both (a) fully executed, and (b) delivered to the University and UCCS.

“Employer(s)” is defined in Section 23.1.

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

“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.

“Equity” means funds of the University (other than funds derived from Lender Financing) irrevocably available for the Project, and unencumbered by any other obligation.

“Event of Default” means any event or occurrence as defined in Section 19.2.

“Excusable Default” is defined in Section 15.2(b).

“Final NFR Letter” means a final comprehensive “No Further Remediation” letter issued by the IEPA approving the use of the Property for the construction, development and operation of the Project in accordance with the site plan approved by the City and 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 TACO Tier 1 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.

“General Contractor” means \_\_\_\_\_ for Phase I of the Project, and the general contractor to be selected by the University for Phase II of the Project.

“Governmental Approvals” is defined in Section 8.

“Hazardous Substances” means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, petroleum (including crude oil or any fraction thereof), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.



"Human Rights Ordinance" is defined in Section 23.1(a).

"Identified Parties" is defined in Section 27.

"IEPA" means the Illinois Environmental Protection Agency.

"IGO Hiring Oversight" is defined in Section 30.4.

"Indemnitee" and "Indemnitees" have the respective meanings defined in Section 21.

"Intentional Default" is defined in Section 15.2(c).

"Intentional Default Use(s)" means: (a) operation of any of the following University-sponsored programs, if such programs are permitted under the PD or the PD is amended to permit such programs, and supporting administrative offices: (i) Upward Bound, Collegiate Scholars Program or Neighborhood Schools Program; or (ii) Community Programs Accelerator, Civic Leadership Academy, Arts + Public Life, or UChicago Local, but only if such subsection (ii) programs include significant participation by businesses and individuals whose primary work or home address is located within the Woodlawn Community Area; or (b) another purpose that has a direct community impact approved by the Commissioner in his or her reasonable discretion.

"Intentional Default Use Fee" means an amount equal to the fair market value of the Property as if it were vacant, which fair market value shall be calculated at the time of default, but in no event shall exceed \$1.51 million.

"Interim Landscape Plan" is defined in the Recitals.

"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 construct the Project.

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

"Losses" means any and all debts, liens, claims, causes of action, 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 and court costs).

"Material Reduction" means (a) for any fiscal year, a reduction in per-pupil public funding in excess of 10% of the per-pupil public funding level from the prior fiscal year, adjusted for inflation based on the percentage change in the CPI between July 1 of the prior fiscal year and July 1 of the then-current fiscal year, or (b) an aggregate reduction in per-pupil public funding in excess of 10% over any three-year period, adjusted for inflation based on the percentage change in the CPI between July 1 of the first fiscal year of such three-year period

and July 1 of the third fiscal year of such three-year period, or (c) an aggregate reduction in per-pupil public funding in excess of 20% of the per-pupil public funding level from fiscal year 2015, adjusted for inflation based on the percentage change in the CPI between July 1 of fiscal year 2015 and July 1 of the then-current fiscal year.

“MBE(s)” means a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

“MBE/WBE Program” is defined in Section 23.3(a).

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

“Other Contract” is defined in Section 27.7(b).

“Outside Closing Date” is defined in Section 5.

“Owners” is defined in Section 27.1.

“Party(ies)” means the City, the University and UCCS, or any or all of them, as applicable.

“PD” is defined in the Recitals.

“Phase I” is defined in the Recitals.

“Phase I Completion Certificate” means the Certificate of Completion for Phase I of the Project referenced in Section 14.2.

“Phase II” is defined in the Recitals.

“Phase II Completion Certificate” means the Certificate of Completion for Phase II of the Project referenced in Section 14.3.

“Phase II Construction Default Fee” is defined in Section 13.2.

“Phasing Plan” is defined in the Recitals.

“Plans and Specifications” means the final construction plans and specifications prepared by the Architect, as submitted to the City as the basis for obtaining Governmental Approvals for the Project, as such plans and specifications may be amended, revised or supplemented from time to time with the prior written approval of the City in accordance with Section 11.2 (Change Orders) hereof.

“Political fundraising committee” is defined in Section 27.7(e).

“Primary Permitted Use” means the operation of a public educational institution for students between pre-K through 12th grade.

"Prohibited Sale Fee" is defined in Section 16.2.

"Project" is defined in the Recitals.

"Proof of Financing" means proof reasonably acceptable to the City that the University has Equity and/or Lender Financing, in the amount of 80% of the Project Budget, with not more than 10% of such 80% in written pledges. The Proof of Financing shall include binding commitment letters from the University's Lenders, if any, and evidence of the University's ability to make an equity contribution in the amount of any gap in financing.

"Property" is defined in the Recitals.

"Purchase Price" is defined in Section 3.

"Reconveyance Deed(s)" is defined in the Recitals.

"Redevelopment Area" is defined in the Recitals.

"Redevelopment Plan" is defined in the Recitals.

"Released Claims" is defined in Section 22.4.

"Remediation Costs" means governmental or regulatory body response costs, natural resource damages, property damages, and the costs of 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.

"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 Draft NFR Letter for the Property, the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

"Scope Drawings" means the preliminary construction documents for the Project, containing a site plan and preliminary drawings and specifications, as such site plan and preliminary drawings and specifications may be amended, revised or supplemented from time to time with the prior written approval of the City in accordance with Section 11.2 (Change Orders) hereof.

"Shakman Accord" is defined in Section 30.1.

"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 program, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report.

"Sub-owners" is defined in Section 27.1.

"Survey" means a Class A plat of survey in the most recently revised form of ALTA/ACSM urban survey of the Property dated within 45 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Project as required by the City or Lender(s) providing Lender Financing.

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

"Title Company" means \_\_\_\_\_.

"Title Commitment" is defined in Section 7.1.

"Title Policy" means a title insurance policy issued by the Title Company in the most recently revised ALTA or equivalent form, showing the University as the named insured with respect to the Property, noting the recording of this Agreement and a subordination agreement with respect to any Lender Financing for the Project (as described in Section 10.14 below) as encumbrances against the Property.

"UCCS" is defined in the Preamble to the Recitals.

"University" is defined in the Preamble to the Recitals.

"University Parties" means the University, the University's Affiliates (including, without limitation, UCCS), and the respective officers, directors, trustees, employees, agents, successors and assigns of the University and the University Affiliates.

"Unrestricted Use Fee" means an amount equal to \$755,000, as adjusted for inflation, by the percentage increase in the CPI from 2016 to the year in which the payment is due.

"Unrestricted Use" means any use of the Property permitted by the PD or any amendments to the PD.

"UST(s)" means underground storage tank(s) whether or not subject to Title 16 of the Illinois Environmental Protection Act, including without limitation (i) any underground storage tank as defined in 415 ILCS 5/57.2, (ii) any farm or residential tank of 1,100 gallons or less capacity used for storing motor fuel for noncommercial purposes, (iii) any tank used for storing heating oil for consumption on the premises where stored, (iv) any septic tank, (v) any tank that is excluded from the definition in 415 ILCS 5/57.2 based upon the existence of any Hazardous Substance therein, and (vi) any pipes connected to items (i) through (v) above.

"Waste Sections" is defined in Section 29.

2.2 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in this Section 2 and elsewhere in this Agreement include the plural as well as the singular.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any Section or other subdivision.

(d) The Section and subsection headings herein are for convenience only and shall not affect the construction hereof.

### **SECTION 3. PURCHASE PRICE.**

The City hereby agrees to sell, and the University hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, for the sum of \$1.00 ("Purchase Price"). Except as specifically provided herein to the contrary, the University shall pay all escrow fees and other title insurance fees and closing costs. The University acknowledges and agrees that the fair market value of the Property is \$755,000 and that it is receiving a land write-down. The purpose of the land write-down is to facilitate the construction of the Project. The University acknowledges and agrees that the City has only agreed to provide the land write-down because the University has agreed to execute this Agreement and comply with its terms and conditions, including, without limitation, the use covenants set forth in Section 15.2.

### **SECTION 4. PERFORMANCE DEPOSIT.** Intentionally Deleted.

### **SECTION 5. CLOSING.**

The Closing shall take place at the downtown offices of the Title Company within seven (7) Business Days after the University 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 Date occur any later than June 1, 2016 (the "Outside Closing Date"), unless the Commissioner of DPD, in his or her sole discretion, extends such Outside Closing Date by up to twelve (12) months. On or before the Closing Date, the City shall deliver to the Title Company the Deed, 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 University by quitclaim deed ("Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

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

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

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

(f) any and all exceptions caused by the acts of the University or its Agents.

6.2 Recording. At the Closing, the University shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the Property to the University. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. Upon recording, the University shall immediately transmit to the City an executed original of this Agreement showing the date and recording number.

6.3 Reconveyance Deed. On the Closing Date, the University shall execute and deliver a Reconveyance Deed to the City to be held in trust. The University acknowledges and agrees that the City shall have the right to record the Reconveyance Deed and revest title to the Property and all improvements thereon in the City in accordance with Section 19 hereof.

## **SECTION 7. TITLE AND SURVEY.**

7.1 Title Commitment and Insurance. Not less than seven (7) Business Days before the Closing, the University shall obtain a commitment for an owner's policy of title insurance for the Property, issued by the Title Company (the "Title Commitment"). The University 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 the Title Policy and any endorsements.

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 the 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 the 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 for the development of the Project, the University shall have the option to terminate this Agreement. If the University does not elect to terminate this Agreement as aforesaid, then the University shall be deemed to have accepted title subject to all exceptions.

7.3 Survey. The University shall obtain a Survey of the Property at the University's sole cost and expense and deliver a copy of the Survey to the City not less than seven (7) Business Days before the Closing.

## **SECTION 8. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.**

The University represents that it has applied for all necessary building permits and other governmental approvals to construct and operate Phase I of the Project (collectively, "Governmental Approvals"), and covenants and agrees to pursue the Governmental Approvals in good faith and with all due diligence.

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

The University has furnished to DPD, and DPD has approved, a preliminary budget showing total costs for construction for both Phase I and Phase II of the Project in the amount of \$27,500,000. The University hereby certifies to the City that the preliminary budget for the Project attached hereto as Exhibit G is true, correct and complete in all material respects. Not less than seven (7) Business Days prior to the Closing Date, the University shall submit to DPD for approval a final budget for the Project (the "Budget") and Proof of Financing. The University shall promptly deliver to DPD certified copies of any Change Orders with respect to the Budget for approval pursuant to Section 11.2 hereof.

## **SECTION 10. CONDITIONS PRECEDENT TO CLOSING.**

The obligation of the City to convey the Property to the University is contingent upon the delivery or satisfaction of each of the following items (unless waived by DPD in its sole discretion) at least seven (7) Business Days prior to the Closing Date, unless another time period is specified below:

10.1 Budget. The University has submitted to DPD, and DPD has approved, the Budget in accordance with the provisions of Section 9 hereof.

10.2 Proof of Financing; Simultaneous Loan Closing. The University 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 the Closing Date, the University shall simultaneously close all Lender Financing approved pursuant to Section 9.

10.3 Subordination Agreement. The University has provided to the Corporation Counsel a subordination agreement in a form reasonably acceptable to the City, to be executed and recorded on or prior to the Closing Date, subordinating any liens against the Property related to any Lender Financing.

10.4 Plans and Specifications. The University has submitted to DPD, and DPD has approved, the Plans and Specifications for the Project in accordance with the provisions of Section 11.1 hereof.

10.5 Governmental Approvals. The University has received all Governmental Approvals necessary to construct and operate Phase I of the Project and has submitted evidence thereof to DPD.

10.6 Vacation of Public Right-of-Way. The City Council has passed an ordinance authorizing the vacation of public right-of-way as depicted in the Plat of Vacation attached hereto as Exhibit C and said Plat has been recorded.

10.7 Title. On the Closing Date, the University shall furnish the City with a copy of the pro forma Title Policy for the Property, certified by the Title Company, showing the University as the named insured. The Title Policy shall be dated as of the Closing Date and shall evidence the recording of this Agreement. The Title Policy shall also contain such endorsements as the Corporation Counsel shall request, including, but not limited to, an owner's comprehensive endorsement and satisfactory endorsements regarding contiguity, location, access and survey.

10.8 Survey. The University has furnished the City with a copy of the Survey.

10.9 Insurance. The University has submitted to the City, and the City has approved, evidence of insurance reasonably acceptable to the City for the Property. The City shall be named as an additional insured on all liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date through the date the City issues the Phase I Certificate.

10.10 Legal Opinion. The University has submitted to the Corporation Counsel, and the Corporation Counsel has approved an opinion of counsel in a form reasonably acceptable to the City of due authorization, execution and enforceability (subject to bankruptcy and creditor's rights) of this Agreement and all other documentation signed by the University provided for herein.

10.11 Resolutions Authorizing Transaction. The University has submitted to the Corporation Counsel resolutions authorizing the University 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.

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

10.13 MBE/WBE and City Residency Hiring Compliance Plan. The University and the University's General Contractor and all major subcontractors have met with staff from DPD regarding compliance with the MBE/WBE, city residency hiring and other requirements set forth in Section 23, and DPD has approved the University's compliance plan in accordance with Section 23.4.

10.14 Reconveyance Deed. On the Closing Date, the University shall deliver a Reconveyance Deed for the Property to the City for possible recording in accordance with Section 19 below, if applicable.

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

10.16 Other Obligations. On the Closing Date, the University shall have performed all of the other obligations required to be performed by the University 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 University, 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 University 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. CONSTRUCTION REQUIREMENTS.**

11.1 Scope Drawings and Plans and Specifications. The University has delivered the Scope Drawings for the Project to DPD and DPD has approved the same. Not less than seven (7) days prior to the Closing Date, the University shall submit to DPD for approval the final plans and specifications prepared by the Architect for the Project. Any material changes to the Scope Drawings or Plans and Specifications for any portion of the Project shall be submitted to DPD as a Change Order pursuant to Section 11.2 hereof. The Scope Drawings and Plans and Specifications for the Project shall at all times conform to the Redevelopment Plan, the PD and all applicable Laws. The University shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire Governmental Approvals for the Project. The University shall construct the Project in accordance with the approved Scope Drawings and Plans and Specifications.

11.2 Change Orders. All Change Orders (and documentation identifying the source of funding therefor) relating to a material change to the Project must be submitted by the University to DPD for DPD's prior written approval, which approval shall not be unreasonably delayed. As used in the preceding sentence, a "material change to the Project" means (a) an increase or reduction in the gross or net square footage of the school building by more than 5%; or (b) any changes to the Budget that, individually or in the aggregate, increase or decrease the Budget by more than 10%. The University shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the University of DPD's written approval (to the extent required in this section).

11.3 Performance and Payment Bonds. Prior to the commencement of construction of any portion of the Project involving work in the public way or work that constitutes a "public work" under applicable state law and is required to be bonded under such state law, the University shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

11.4 Employment Opportunity; Progress Reports. The University covenants and agrees to abide by, and contractually obligate and cause the General Contractor and each subcontractor to abide by the terms set forth in Section 23.2 (City Resident Construction Worker Employment Requirement) and Section 23.3 (MBE/WBE Commitment) of this Agreement. The University shall deliver to the City written progress reports detailing compliance with such requirements on a quarterly basis. If any such reports indicate a shortfall in compliance, the University shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the University shall correct any shortfall.

11.5 Relocation of Utilities, Curb Cuts and Driveways. The University shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the University's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other utility services. The City shall have the right to approve any streetscaping provided by the University as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

11.6 City's Right to Inspect Property. For the period commencing on the Closing Date and continuing through the date the City issues the Phase I Completion Certificate, and then again for the period commencing on the date the University commences construction of Phase II and continuing through the date the City issues the Phase II Completion Certificate, any authorized representative of the City shall have access to the relevant portions of the Project and the Property at all reasonable times for the purpose of determining whether the University is constructing the Project in accordance with the terms of this Agreement, the PD, the Scope Drawings, the Plans and Specifications, the Budget, and all applicable Laws and covenants and restrictions of record.

11.7 Barricades and Signs. The University shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require during the Project, identifying the site as a City redevelopment project. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the University, the Property and the Project in the City's promotional literature and communications. Prior to the commencement of any construction activity requiring barricades, the University shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DPD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades. The University shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Property.

11.8 Survival. The provisions of this Section 11 shall survive the Closing.

## **SECTION 12. LIMITED APPLICABILITY.**

Any approval given by DPD pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings or 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.**

13.1 Phase I Construction. The University shall commence construction of Phase I of the Project no later than three (3) months after the Closing Date, and shall complete Phase I (as evidenced by the issuance of the Phase I Completion Certificate) no later than twenty-four (24) months after the Phase I construction commencement date; provided, however, DPD, in its sole discretion, may extend the construction commencement and completion dates by up to six (6) months each (or twelve (12) months in the aggregate). The University shall construct Phase I in accordance with this Agreement, the PD, the Scope Drawings, the Plans and Specifications, the Budget, and all applicable Laws and covenants and restrictions of record.

13.2 Phase II Construction. The University shall commence construction of Phase II of the Project no later than February 2021, and shall complete Phase II (as evidenced by the issuance of the Phase II Completion Certificate) no later than twelve (12) months after the Phase II construction commencement date; provided, however, DPD, in its sole discretion, may extend the construction commencement date by up to three (3) years. Not less than thirty (30) days prior to commencing construction of Phase II, the University shall deliver to DPD, and DPD shall approve, any updates to the previously approved Budget, Scope Drawings for Phase II,

Plans and Specifications for Phase II, and all necessary Governmental Approvals for Phase II. The University shall construct Phase II in accordance with this Agreement, the PD, the approved (and, if applicable, updated) Scope Drawings, Plans and Specifications, Budget, and all applicable Laws and covenants and restrictions of record. If the University fails to construct the Phase II improvements within the specified time period, the University shall pay the City an amount equal to 50% of the appraised value of the Phase II land as if it were vacant and unimproved, as determined by an independent appraisal at the time of the default, but in no event in an amount in excess of \$339,230 (the "Phase II Construction Default Fee"). Upon the payment in full of the Phase II Construction Default Fee, the public access requirements set forth in Section 15.3 shall remain in effect until the expiration of the Compliance Period, or until the University pays the Unrestricted Use Fee or the Intentional Default Use Fee, but the failure to complete construction of the field shall no longer form the basis of a default hereunder.

#### **SECTION 14. CERTIFICATE OF COMPLETION OF CONSTRUCTION.**

14.1 Upon satisfaction of the requirements set forth in this Section 14 for each phase of the Project, and upon the University's written request, DPD shall issue to the University a certificate of completion for the applicable phase ("Certificate of Completion") in recordable form certifying that the University has fulfilled its obligation to complete the applicable phase of the Project in accordance with the terms of this Agreement.

14.2 A Certificate of Completion for Phase I of the Project ("Phase I Completion Certificate") will not be issued until the following requirements have been satisfied:

(a) Phase I has been fully constructed in accordance with this Agreement, and the University has received a Certificate of Occupancy or other evidence acceptable to DPD that the school building is in full compliance with all building permit requirements.

(b) The University has cleared, seeded (with grass seed) and fenced the Phase II area upon which the athletic field will be constructed, and such area is accessible to the general public.

(c) The University has met with the alderman of the ward and community members to discuss the process by which community members can reserve use of the Phase II open space for specific events or uses to the extent provided for herein.

(d) The University has obtained the Final NFR Letter for the Property.

(e) The University is in full compliance with all requirements of the PD relating to construction of Phase I.

(f) The City's Monitoring and Compliance Unit has verified in writing that the University is in full compliance with all City requirements set forth in Section 23.2 (City Resident Construction Worker Employment Requirement) and Section 23.3 (MBE/WBE Commitment) with respect to Phase I of the Project.

(g) There exists neither an Event of Default nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

14.3 A Certificate of Completion for Phase II of the Project ("Phase II Completion Certificate") will not be issued until the following requirements have been satisfied:

(a) The University has completed Phase II in accordance with this Agreement.

(b) The University has obtained a revised Final NFR Letter for the Property to the extent required under Section 22.3(c).

(c) The University is in full compliance with all requirements of the PD relating to construction of Phase II.

(d) The City's Monitoring and Compliance Unit has verified in writing that the University is in full compliance with all City requirements set forth in Section 23.2 (City Resident Construction Worker Employment Requirement) and Section 23.3 (MBE/WBE Commitment) with respect to the Project.

(e) There exists neither an Event of Default nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

14.4 Within forty-five (45) days after receipt of a written request by the University for a Certificate of Completion, the City shall provide the University with either the Certificate of Completion or a written statement indicating in adequate detail how the University has failed to complete the applicable Phase in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for the University to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the University shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the University's obligations to construct the applicable Phase. The Certificate of Completion shall not, however, constitute evidence that the University has complied with any Laws relating to the construction of the Project, and shall not serve as any "guaranty" as to the quality of the construction. Nor shall the Certificate of Completion release the University from its obligation to comply with the other terms, covenants and conditions of this Agreement, except to the extent otherwise provided by this Agreement.

## **SECTION 15. RESTRICTIONS ON USE.**

The University and UCCS, for themselves and their respective successors and assigns, covenant and agree as follows:

15.1 Compliance with Redevelopment Plan. The University and UCCS shall use the Property in compliance with the Redevelopment Plan.

15.2 Permitted Use.

(a) Primary Permitted Use. The University shall use the Property for the Primary Permitted Use for the Compliance Period, except as provided in subsections (b) and (c) below.

(b) Excusable Default. If, during the Compliance Period, the University ceases using the Property for the Primary Permitted Use due to circumstances beyond

its reasonable control ("Excusable Default"), and is not otherwise in default under a material provision of this Agreement, the University may elect to (i) use the Property for one or more Alternative Permitted Uses (with the ability to alternate between Alternative Permitted Uses at the University's discretion) without payment to the City and (ii) use the Property for an Unrestricted Use upon payment to the City of the Unrestricted Use Fee. If the Property is used for an Alternative Permitted Use, the University shall provide an annual report to DPD throughout the Compliance Period demonstrating compliance of such programming with the definition of Alternative Permitted Use. In both cases, the University must provide evidence reasonably satisfactory to DPD of the existence of the Excusable Default. The University may also, following any election to use the Property for one or more Alternative Permitted Uses, elect to use the Property for an Unrestricted Use upon payment to the City of the Intentional Default Use Fee. The Parties agree that the following circumstances constitute Excusable Defaults:

- (i) the loss or withdrawal of the school's charter;
- (ii) a Material Reduction in public (federal, state and local) funding per pupil; or
- (iii) legislative, regulatory, policy or other similar changes that materially and adversely reduce the autonomy currently afforded to charter schools or that otherwise have a material and adverse impact on charter schools.

(c) Intentional Default. If, during the Compliance Period, the University ceases using the Property for the Primary Permitted Use for reasons that are not beyond its reasonable control (an "Intentional Default"), the University may use the Property for an Intentional Default Use upon payment to the City of the Intentional Default Use Fee.

15.3 Athletic Field Open to Public. During the Compliance Period, or until the University pays the Unrestricted Use Fee or Intentional Default Use Fee, the athletic field south of the school building in the Phase II area, as depicted on the Phasing Plan, shall be open to the public during daylight hours on week days, weekends, school breaks, and school holidays when it is not being used for school activities or functions. The University and/or UCCS shall meet with the alderman of the ward and community members to discuss public access to the Phase II open space as described in Section 14.2(c), and shall post notice of the hours the field is open to the public. The foregoing provision is not intended to be, and shall not be construed as, a dedication of the Property or any portion thereof by the University or UCCS for public use. After Closing, the University and UCCS reserve the right to post notice and close public access to the Property periodically as necessary or desirable to prevent the establishment of prescriptive rights or other rights of the public and/or third parties to the Property. UCCS may establish reasonable rules and regulations regarding use of the athletic field by the public.

15.4 Final NFR Letter. The University and UCCS shall comply with all land use restrictions, institutional controls and other terms and conditions contained in the Final NFR Letter for the Property.

15.5 Non-Discrimination. The University and UCCS 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 the Project or any part thereof.

The University and UCCS, for themselves and their respective successors and assigns, acknowledge and agree that the development and use restrictions set forth in this Section 15 constitute material, bargained-for consideration for the City and are intended to further the public policies set forth in the Redevelopment Plan. The City acknowledges and agrees that all restrictions on the use of the Project and Property under Sections 15.2 and 15.3, and all restrictions on the sale of the Property under Section 16, terminate at the end of the Compliance Period or the earlier payment of a fee in lieu of compliance as permitted hereunder.

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

16.1 During the Compliance Period, the University and UCCS may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (a) directly or indirectly sell, transfer, convey, lease or otherwise dispose of all or any portion of the Property or the Project or any interest therein; or (b) directly or indirectly assign this Agreement (other than to a lender for collateral assignment purposes as permitted under Section 17). The University 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 University fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. Notwithstanding the preceding provisions of this Section 16.1, the following transactions shall not require DPD's consent: lease or sub-lease of the Property or the Project or any part thereof to UCCS or any other Affiliate or CPS-approved charter school that operates a Primary Permitted Use, Alternative Permitted Use, Intentional Default Use (provided the Intentional Default Use Fee is paid to the City), or Unrestricted Use (provided the Unrestricted Use Fee is paid to the City).

16.2 If, during the Compliance Period, the University sells, conveys, transfers, exchanges or otherwise disposes of all or any part of the Property or the Project without DPD's consent where such consent is required by Section 16.1, on the closing date of such disposition, the University shall make a payment to the City in an amount equal to fifty percent (50%) of either the purchase price (in the case of an arms-length transaction) or the appraised value at the time of the disposition (in the case of a related party transaction), minus (a) any reasonable and customary closing costs and expenses, and (b) the actual costs incurred by the University in constructing the Project (the "Prohibited Sale Fee"). The University shall prepare and submit to DPD, for DPD's approval, at least fifteen (15) days before the scheduled date of the closing, a written statement identifying the portion of the Property or the Project that is being sold and the estimated Prohibited Sale Fee for such portion.

## **SECTION 17. MORTGAGES AND OTHER LIENS.**

17.1 Limitation upon Encumbrance of Project Site. Prior to the issuance of the Phase I Completion Certificate, the University and UCCS may not, without the prior written consent of DPD, which consent 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 the Lender Financing, if any, approved pursuant to Section 9, which shall be limited to funds necessary to construct the Project.

17.2 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 construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running

with the land specified in Section 18 and, at the Closing, shall execute a subordination agreement in accordance with Section 10.3. If any such mortgagee or its affiliate succeeds to the University's interest in the Property (or any portion thereof) prior to the issuance of the Phase II Completion Certificate, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property (or any portion thereof) to another party, such transferee shall be obligated to complete the Project (or such portion of the Project located on the land so transferred) or pay the Phase II Construction Default Fee, and shall also be bound by the other covenants running with the land specified in Section 18.

**SECTION 18. 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), and Section 22.4 (Release and Indemnification), 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 University and UCCS and their respective successors and assigns (subject to the limitation set forth in Section 17 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:

Section	Covenant	Termination
§13.1	Completion of Phase I	Upon issuance of Phase I Completion Certificate
§13.2	Completion of Phase II	Upon (1) issuance of Phase II Completion Certificate, or (2) payment of Phase II Construction Default Fee
§15.1	Redevelopment Plan Compliance	Upon expiration of Redevelopment Plan
§15.2(a)	Primary Permitted Use	Upon (1) expiration of Compliance Period, or (2) payment of Unrestricted Use Fee or Intentional Default Use Fee, or (3) in the event of an Excusable Default, upon commencement of an Alternative Permitted Use
§15.2(b)	Alternative Permitted Use	Upon (1) expiration of Compliance Period, or (2) payment of Intentional Default Use Fee
§15.2(c)	Intentional Default Use	Upon expiration of Compliance Period
§15.3	Athletic Field Open to Public	Upon (1) expiration of Compliance Period, or (2) payment of Unrestricted Use Fee or Intentional Default Use Fee

§15.4	NFR Requirements	In accordance with terms of Final NFR Letter
§15.5	Non-Discrimination	No limitation as to time
§16	Sale/Transfer Prohibition	Upon (1) expiration of Compliance Period, or (2) payment of Prohibited Sale Fee
§17	Limitation on Encumbrances	Upon issuance of Phase I Completion Certificate
§23.4	Environmental Release	No limitation as to time

**SECTION 19. PERFORMANCE AND BREACH.**

19.1 Time of the Essence. Time is of the essence in the University's and UCCS' performance of their obligations under this Agreement.

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

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

(b) the making or furnishing by the University or UCCS 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;

(c) 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;

(d) the entry of any judgment or order against the University or UCCS 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; or

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

19.3 Cure. If either the University or UCCS defaults in the performance of its obligations under this Agreement, the University and UCCS, or either one, 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 University and UCCS, or either one, promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk of damage to the improvements comprising the Project or injury to persons using the Project). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, there shall be no notice requirement or cure period with respect to Events of Default described in Section 16 (Prohibition Against Transfer of Property).



19.4 Default Prior to the Issuance of Phase I Certificate. If an Event of Default occurs prior to the issuance of the Phase I Certificate, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and pursue and secure any available remedy against the University or UCCS, or both, in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief, the specific performance of the agreements contained herein, and the right to revest title to the Property in the City pursuant to the Reconveyance Deed, provided, however, that the recording of the Reconveyance Deed shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement.

19.5 Default After Issuance of Phase I Certificate. If an Event of Default occurs after the issuance of the Phase I Certificate, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and pursue and secure any available remedy against the University or UCCS, or both, in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief and the specific performance of the agreements contained herein. The City's right to record and revest title in the City pursuant to the Reconveyance Deed is specifically limited to the following Events of Default and no others, and then only after notice and opportunity to cure is afforded to the University as provided in Section 19.3, and the recording of the Reconveyance Deed shall not defeat, render invalid, or limit in any way the lien of any mortgage authorized by this Agreement:

(a) The University fails to pay the Phase II Construction Default Fee to the City if required by Section 13.2;

(b) The University fails to pay the Unrestricted Use Fee to the City if required by Section 15.2(b); or

(c) The University fails to pay the Intentional Default Use Fee to the City if required by Section 15.2(c); or

(d) The University fails to pay the Prohibited Sale Fee to the City if required by Section 16.2.

If the Reconveyance Deed is recorded by the City, the University shall be responsible for all real estate taxes and assessments which accrued during the period the Property was owned by the University, and the University shall cause the release of all unpermitted liens or encumbrances placed on the Property during the period of time the Property was owned by the University. The University will cooperate with the City to ensure that if the City records the Reconveyance Deed, such recording is effective for purposes of transferring title to the Property to the City.

19.6 Resale of the Property. Upon the reconveyance of the Property to the City as provided in Section 19.5, the City may complete the Project at its own cost (if the Project has not been completed) or convey the Property to a qualified and financially responsible party reasonably acceptable to the first mortgagee (if any), who (at its own cost) shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DPD (if the Project has not been completed), and otherwise comply with the covenants that run with the land as specified in Section 18.

19.7 Disposition of Resale Proceeds. If the City sells the Property as provided for in Section 19.6, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

- (a) the fair market value of the Property as if it were vacant, which fair market value shall be calculated at the time of sale; and
- (b) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and
- (c) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and
- (d) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the University; and
- (e) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and
- (f) any other amounts owed to the City by the University.

The University shall be entitled to receive any remaining proceeds.

## **SECTION 20. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.**

The University and UCCS each represent and warrant (for themselves and not for each other) that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the University, UCCS, 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, director, officer, trustee or employee of the City, the University or UCCS shall be personally liable in the event of any default under or breach of this Agreement or for any amount which may become due with respect to any commitment or obligation under the terms of this Agreement.

## **SECTION 21. INDEMNIFICATION.**

The University and UCCS agree to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees and agents (individually, an "Indemnitee," and collectively the "Indemnitees") harmless from and against any and all Losses in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto, that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating to or arising out of: (a) the failure of the University or UCCS to comply with any of the terms, covenants and conditions applicable to the University or UCCS and contained within this Agreement; (b) the

failure of the University or UCCS or any Agent of the University or UCCS to pay contractors, subcontractors or material suppliers undisputed amounts owed in connection with the construction and management of the Project; (c) the existence of any material misrepresentation or omission in this Agreement or any other document related to this Agreement that is the result of information supplied or omitted by the University or UCCS or any Agent or Affiliate of the University or UCCS; (d) the University's or UCCS' failure to cure any material misrepresentation in this Agreement or any other document relating hereto; and (e) any activity undertaken by the University or UCCS or any Agent or Affiliate of the University or UCCS on the Property prior to or after the Closing. Notwithstanding the foregoing, no Indemnitee, shall be indemnified for claims to the extent arising out of such Indemnitee's breach of this Agreement or negligence. This indemnification shall survive the Closing and any termination of this Agreement (regardless of the reason for such termination).

## **SECTION 22. ENVIRONMENTAL MATTERS.**

22.1 "AS IS" SALE. THE UNIVERSITY 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 (AND ANY IMPROVEMENTS THEREON). THE UNIVERSITY AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING WITHOUT ANY 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 UNIVERSITY 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 UNIVERSITY AGREES THAT IT IS THE UNIVERSITY'S SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM 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.

22.2 Right of Entry. The University hereby represents and warrants to the City that it has or will perform a Phase I environmental site assessment of the Property in accordance with the requirements of the ASTM E 1527-05 standard and other environmental studies sufficient to conclude that the Project may be completed and operated in accordance with all Environmental Laws and this Agreement. The University agrees to deliver to the City copies of all Environmental Documents. The obligation of the University to purchase the Property is conditioned upon the University being satisfied with the condition of the Property for the construction, development and operation of the Project. The City shall grant the University the right, at its sole cost and expense, to enter the Property to perform the Phase I 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. If the University 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 University elects not to terminate this Agreement pursuant to this Section 22.2, the University shall be deemed satisfied with the condition of the Property.

### 22.3 Environmental Remediation.

(a) The City's Department of Fleet and Facilities Management ("2FM") shall have the right to review and approve the sufficiency of the Phase I and any Phase II or other follow-up reports. Upon 2FM's request, the University 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, including, without limitation, updating or expanding the Phase I and performing initial or additional Phase II testing. If the environmental reports for the Property disclose the presence of contaminants exceeding residential remediation objectives, the University shall enroll the Property (or the applicable portion thereof) in the IEPA's SRP Program and take all necessary and proper steps to obtain a Draft NFR Letter for the Property (or the applicable portion thereof), unless 2FM determines that it is not necessary to enroll the Property in the SRP. If the University enrolls (or is required to enroll) the Property in the SRP, the University acknowledges and agrees that it may not commence construction on the Property until the IEPA issues, and 2FM approves, a Draft NFR Letter for the Property.

(b) After 2FM approves the Draft NFR Letter for the City Property (to the extent required under subsection (a) above), the University covenants and agrees to complete the Remediation Work and diligently pursue the Final NFR Letter for the Property using all reasonable means. The City shall have the right to review in advance and approve all SRP Documents and any changes thereto, and the University's estimate of the cost to perform the Remediation Work. The University 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 University shall bear sole responsibility for all aspects of the Remediation Work. The University 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 University acknowledges and agrees that the City will not issue a Phase I Completion Certificate or a Certificate of Occupancy for the school building until the IEPA has issued, and the City has approved, a Final NFR Letter for the Property (to the extent required under (a) above), which approval shall not be unreasonably withheld.

(c) If the construction of Phase II of the Project will disrupt any engineered barriers, or otherwise violate any terms or conditions of the Final NFR Letter, then the University shall notify 2FM and the IEPA and work with both agencies to obtain a revised Final NFR Letter. The City will not issue a Phase II Completion Certificate or (to the extent applicable) a Certificate of Occupancy for Phase II until the IEPA has issued, and the City has approved, such revised Final NFR Letter.

22.4 Release and Indemnification. The University, on behalf of itself and the other University Parties, or anyone claiming by, through, or under the University Parties, hereby releases, relinquishes and forever discharges the City from and against any and all Losses which the University or any of the University Parties 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, arising out of or in any way connected with, directly or indirectly (a) 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; (b) 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, unless the Hazardous Substances migrate from property owned by the City to the Property; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA, and (d) 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"). Furthermore, the University shall defend, indemnify, and hold the City harmless from and against any and all Losses which may be made or asserted by any third parties arising out of or in any way connected with, directly or indirectly, any of the Released Claims.

22.5 Release Runs with the Land. The covenant of release in Section 22.4 shall run with the Property, and shall be binding upon all successors and assigns of the University 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 University following the date of the Deed. The University 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 University for the Purchase Price. It is expressly agreed and understood by and between the University and the City that, should any future obligation of the University, or any of the University Parties, arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the University, nor any of the University Parties, will assert that those obligations must be satisfied in whole or in part by the City because Section 22.4 contains a full, complete and final release of all such claims.

22.6 Survival. This Section 22 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

## **SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.**

23.1 Employment Opportunity. The University agrees, and shall contractually obligate its various contractors, subcontractors and any Affiliate of the University operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project:

(a) Neither the University nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code, as amended from time to time (the "Human Rights Ordinance"). The University and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The University and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the University and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

(b) To the greatest extent feasible, the University and each Employer shall (i) present opportunities for training and employment of low and moderate income residents of the City, and (ii) provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the City.

(c) The University and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), both as amended from time to time, and any regulations promulgated thereunder.

(d) The University, in order to demonstrate compliance with the terms of this Section 23.1, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) The University and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 23.1 shall be a basis for the City to pursue remedies under the provisions of Section 19.

## 23.2 City Resident Employment Requirement.

(a) The University agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, the University and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code (at least fifty percent); provided, however, that in addition to complying with this percentage, the University and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

(b) The University and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the

Municipal Code in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.

(c) "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

(d) The University and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Project. The University and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) The University and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) to DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the University or Employer hired the employee should be written in after the employee's name.

(f) The University and the Employers shall provide full access to their employment records to the chief procurement officer, DPD, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The University and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Phase II Completion Certificate.

(g) At the direction of DPD, the University and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(h) Good faith efforts on the part of the University and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that the University or an Employer failed to ensure the fulfillment of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 23.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 19.3, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Lot 6 Budget (with respect to Phase I of the Project) and the Phase II Budget (with respect to Phase II of the Project) shall be surrendered by the University to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The

willful falsification of statements and the certification of payroll data may subject the University and/or the other Employers or employees to prosecution.

(j) Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

(k) The University shall cause or require the provisions of this Section 23.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

23.3 University's MBE/WBE Commitment. The University agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree, that during the construction of the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of construction of the Project, at least 25% of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least 5% of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 23.3 only:

(i) The University (and any party to whom a contract is let by the University in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the University in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

(ii) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.



(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, the University's MBE/WBE commitment may be achieved in part by the University's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the University) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the University utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor); by subcontracting or causing the General Contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the University's MBE/WBE commitment as described in this Section 23.3. In accordance with Section 2-92-730, Municipal Code, the University shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) The University shall deliver quarterly reports to the City's monitoring staff during the construction of the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, *inter alia*, the name and business address of each MBE and WBE solicited by the University or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the University's compliance with this MBE/WBE commitment. The University shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the University, on prior notice of at least five (5) Business Days, to allow the City to review the University's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if the disqualified party misrepresented such status, the University shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

(f) Any reduction or waiver of the University's MBE/WBE commitment as described in this Section 23.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

23.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than seven (7) Business Days prior to the Closing Date, the University and the University's General Contractor and all major subcontractors shall meet with DPD monitoring staff regarding compliance with all Section 23 requirements. During this pre-construction meeting, the University shall present its plan to achieve its obligations under this Section 23, the sufficiency

of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project, the University shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements (if applicable); (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements (if any). Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the University is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to the University, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the University to halt construction of the Project, (y) withhold any further payment of any City funds to the University or the General Contractor (if applicable), or (z) seek any other remedies against the University available at law or in equity.

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

24.1 Representations and Warranties of the University. To induce the City to execute this Agreement and perform its obligations hereunder, the University and UCCS, as applicable, each represent, warrant and covenant (for themselves and not for each other) as follows:

(a) The University is an Illinois 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 redevelop the Property, and the person signing this Agreement on behalf of the University has the authority to do so; and UCCS is an Illinois 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 operate the Primary Permitted Use, and the person signing this Agreement on behalf of UCCS has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement submitted to the City by the University and UCCS are true, accurate and complete.

(c) The University and UCCS each have the right, power and authority to enter into, execute, deliver and perform this Agreement. The University's and UCCS' execution, delivery and performance of this Agreement, and all instruments and agreements contemplated hereby, have been duly authorized by all necessary action, and do not and will not violate the University's articles of incorporation or bylaws (as amended and supplemented), or any applicable Laws, nor will such execution, delivery and performance, upon the giving of notice or lapse of time or both, result in a breach or violation of, or constitute a default under, or require any consent under, any other agreement, instrument or document to which the University or UCCS, or any party affiliated with the University or UCCS, is a party or by which the University, UCCS or the Property is now or may become bound.

(d) No action, litigation, investigation or proceeding of any kind is pending or threatened against the University or UCCS or any party affiliated with the University or UCCS, by or before any court, governmental commission, board, bureau or any other

administrative agency, and the University and UCCS know of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the University or UCCS to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the University or UCCS.

(e) The University and UCCS are now and for the term of the Agreement shall remain solvent and able to pay their debts as they mature.

(f) The University shall procure and maintain all Governmental Approvals necessary to construct, complete and operate the Project.

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

(i) The University and UCCS have not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into this Agreement or any City Contract with the University or UCCS in violation of Chapter 2-156-120 of the Municipal Code of the City.

(j) None of the University, UCCS or any Affiliate of the University or UCCS 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.

**24.2 Representations and Warranties of the City.** To induce the University and UCCS to execute this Agreement and perform their obligations hereunder, the City hereby represents and warrants to the University and UCCS that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

**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 shall be in effect until the expiration of the Compliance Period.

## **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) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the 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 Law  
121 North LaSalle Street, Suite 600  
Chicago, Illinois 60602  
Attn: Real Estate and Land Use Division

If to UCCS: University of Chicago Charter School  
1313 East 60<sup>th</sup> Street  
Chicago, Illinois 60637  
Attn: \_\_\_\_\_

With a copy to: University of Chicago  
Office of Legal Counsel  
Edward H. Levi Hall  
5801 S. Ellis Ave, Suite 619  
Chicago, Illinois 60637  
Attn: Vice President and General Counsel

If to the University: University of Chicago  
Office of Legal Counsel  
Edward H. Levi Hall  
5801 S. Ellis Ave, Suite 619  
Chicago, Illinois 60637  
Attn: Vice President and General Counsel

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) 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 25 shall constitute delivery.

## **SECTION 26. BUSINESS RELATIONSHIPS.**

The University and UCCS each acknowledge (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at

the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The University and UCCS (for themselves and not for each other) hereby represent and warrant that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

## **SECTION 27. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.**

27.1 The University and UCCS agree that the University and UCCS, any person or entity who directly or indirectly has an ownership or beneficial interest in the University or UCCS of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the University's and UCCS' contractors (i.e., any person or entity in direct contractual privity with the University or UCCS 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 (such Owners and all other preceding classes of persons and entities, collectively the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago or to his political fundraising committee (a) after execution of this Agreement by the University and UCCS, (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.

27.2 The University and UCCS represent and warrant (for themselves and not for each other) that from the later of (a) May 16, 2011, or (b) the date the City approached the University and UCCS, or the date the University and UCCS 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.

27.3 The University and UCCS agree that they shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

27.4 The University and UCCS agree 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. 05-1.

27.5 Notwithstanding anything to the contrary contained herein, the University and UCCS agree that a violation of, non-compliance with, misrepresentation with respect to, or

breach of any covenant or warranty under this Section 27 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.

27.6 If the University 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.

27.7 For purposes of this provision:

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

(b) "Other Contract" means any other agreement with the City to which the University or UCCS 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 28. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.**

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

## **SECTION 29. WASTE ORDINANCE PROVISIONS.**

In accordance with Section 11-4-1600(e) of the Municipal Code, the University and UCCS each warrant and represent (for themselves and not for each other) 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, any violation of the Waste Sections by the University, its General Contractor or any subcontractor, or UCCS, 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 discretion of the Commissioner of DPD. Such breach and default entitles the City to all remedies under this Agreement, at law or in equity. This section does not limit the duty of the University, the General Contractor and any subcontractors and UCCS 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 University's or UCCS' eligibility for future contract awards.

## **SECTION 30. SHAKMAN.**

30.1 The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

30.2 The University and UCCS are aware that City policy prohibits City employees from directing any individual to apply for a position with the University or UCCS, either as an employee or as a subcontractor, and from directing the University or UCCS to hire an individual as an employee or as a subcontractor. Accordingly, the University and UCCS must follow their own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the University and UCCS under this Agreement are employees or

subcontractors of the University or UCCS, 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 University or UCCS.

30.3 The University and UCCS will not condition, base, or knowingly prejudice or affect any term or aspect of 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.

30.4 In the event of any communication to the University or UCCS by a City employee or City official in violation of Section 30.2 above, or advocating a violation of Section 30.3 above, the University or UCCS, as applicable, will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Agreement. The University and UCCS will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the contract.

### **SECTION 31. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.**

Failure by the University or UCCS 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 this Agreement and the transactions contemplated hereby. The University and UCCS shall at all times comply with Section 2-154-020 of the Municipal Code.

### **SECTION 32. MISCELLANEOUS.**

The following general provisions govern this Agreement:

32.1 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.

32.2 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.

32.3 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.



32.4 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

32.5 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.

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

32.7 Force Majeure. None of the City, the University, UCCS nor any successor in interest to any of them shall be considered in breach of or in default 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.

32.8 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

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

32.10 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.

32.11 Limitation of Liability. No member, official, officer, director, trustee or employee of the City, the University or UCCS shall be personally liable in the event of any default or breach under this Agreement or for any amount which may become due to any other party under the terms of this Agreement.

32.12 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.

32.13 No Waiver. No waiver by the City with respect to any specific default by the University or UCCS shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the University or UCCS, 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.

32.14 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.

32.15 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.

32.16 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

32.17 Joint and Several. The obligations of the University and UCCS hereunder are joint and several.

*(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: \_\_\_\_\_  
David Reifman  
Commissioner of Planning and Development

**UNIVERSITY OF CHICAGO**, an Illinois not-for-profit corporation

By: \_\_\_\_\_  
[Name]  
[Title]

**UNIVERSITY OF CHICAGO CHARTER SCHOOL CORPORATION**, an Illinois not-for-profit corporation

By: \_\_\_\_\_  
[Name]  
[Title]

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

Lisa Misher  
Senior Counsel  
City of Chicago  
121 North LaSalle Street, Suite 600  
Chicago, Illinois 60602  
(312) 744-6933

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 Reifman, the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation ("City"), and 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 as his free and voluntary act and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
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 \_\_\_\_\_, the \_\_\_\_\_ of the University of Chicago, an Illinois not-for-profit corporation (the "University"), 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 s/he signed and delivered the foregoing instrument pursuant to authority given by the University, as her/his free and voluntary act and as the free and voluntary act and deed of the University, for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
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 \_\_\_\_\_, the \_\_\_\_\_ of the University of Chicago Charter School Corporation, an Illinois not-for-profit corporation ("UCCS"), 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 s/he signed and delivered the foregoing instrument pursuant to authority given by UCCS, as her/his free and voluntary act and as the free and voluntary act and deed of UCCS, for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

LOTS 1, 2 AND 3 IN WADSWORTH'S ADDITION TO WOODLAWN, A SUBDIVISION OF THE WEST 8 ACRES OF THE EAST 30 ACRES OF THE NORTH EAST ¼ OF THE NORTH WEST ¼ OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, ALSO LOTS 7 AND 8 OF BLOCK 2 AND LOT 10 AND THE WEST 40 FEET OF LOT 11 IN BLOCK 3 OF SECOND PLAT OF WOODLAWN, A SUBDIVISION OF THE EAST 22 ACRES OF THE NORTH ½ OF THE NORTH WEST ¼ OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2 AND 3 IN WADSWORTH'S RESUBDIVISION OF LOTS 4 TO 12, INCLUSIVE, IN WADSWORTH ADDITION TO WOODLAWN WITH LOTS 9 AND 10 IN BLOCK 2 AND PART OF LOT 11 IN BLOCK 3 IN THE SECOND PLAT OF WOODLAWN IN SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 14 AND 15 IN BLOCK 2 IN THE SECOND PLAT OF WOODLAWN, BEING WADSWORTH'S SUBDIVISION OF THE EAST 22 ACRES OF THE NORTH ½ OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESSES: 1101-45 East 63<sup>rd</sup> Street  
1110-44 East 64<sup>th</sup> Street  
6301-37 South Greenwood Avenue; and  
6300-36 South University Avenue

PINS: 20-23-107-001 through and including -015  
20-23-107-017 through and including -020

**EXHIBIT B**

**PROPERTY LINE MAP AND PD BOUNDARY MAP**

(ATTACHED)





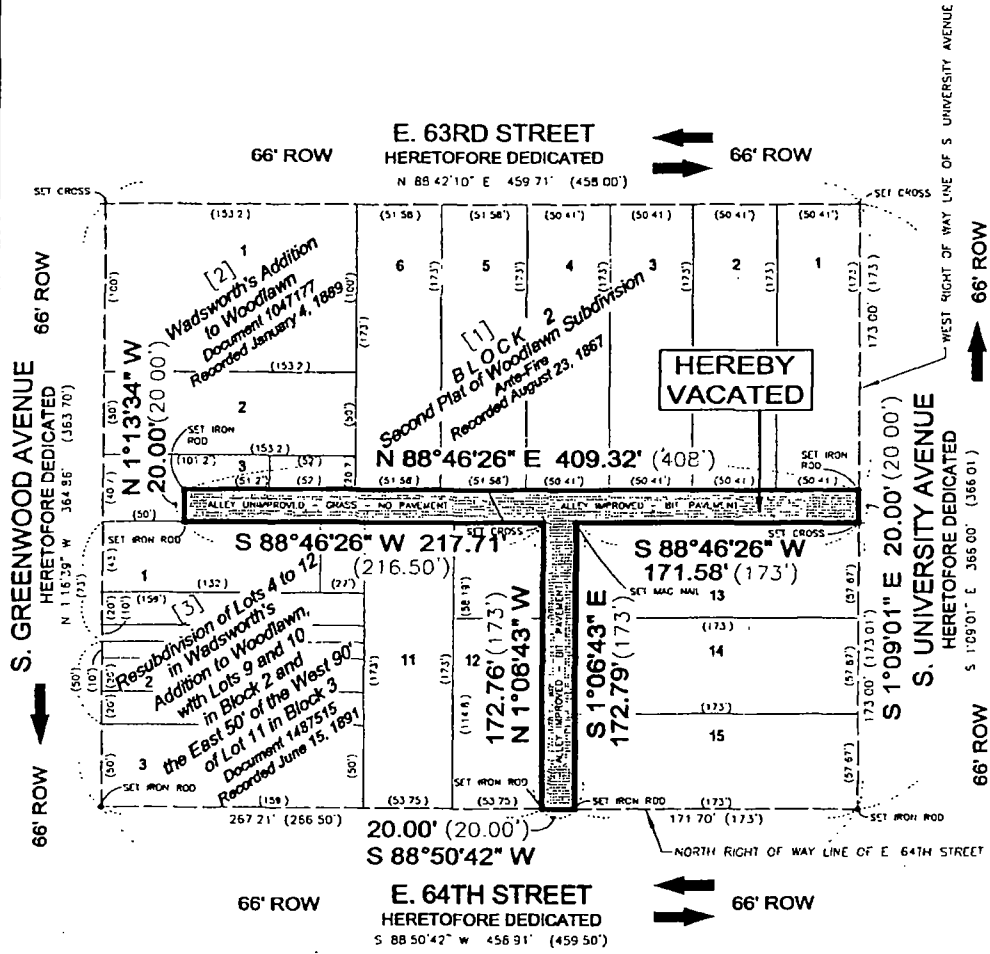
**EXHIBIT C**  
**PLAT OF VACATION**

(ATTACHED)

# PLAT OF VACATION

## LEGAL DESCRIPTION

All that part of an East-West 20 foot wide Public Alley lying West of and adjoining the West right of way line of S. University Avenue and all that part of an North-South 20 foot wide Public Alley lying North of and adjoining the North right of way line of E. 64th Street, all inclusive in Block 2 of Second Plat Of Woodlawn, being a Subdivision of the East 22 acres of the North 1/2 of the Northwest 1/4 of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, according to the Ante-Fire plat thereof recorded August 23, 1867, in Cook County, Illinois, said parcel containing 11,641.62 Square Feet, or 0.267 Acre, more or less.



CITY DEPT. OF FINANCE

COOK COUNTY

C.D.O.T.



STATE OF ILLINOIS ) S.S.  
COUNTY OF COOK )

I, DONALD DEMKOVICH, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, THAT THE SURVEY SHOWN HEREON WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION ON THE GROUND, THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THE DRAWING SHOWN HEREON CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MEASUREMENTS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.

FIELD WORK COMPLETED JANUARY 22 2015

DATED THIS 30TH DAY OF JUNE, 2015  
A.D. AT CHICAGO, ILLINOIS

*[Signature]*  
DONALD DEMKOVICH  
ILLINOIS PROFESSIONAL  
LAND SURVEYOR  
NUMBER 35 - 3470  
LICENSE EXPIRATION  
DATE 11/30/2016

*[Signature]*  
July 1, 2015

THIS PROFESSIONAL  
SERVICE CONFORMS  
TO THE CURRENT  
ILLINOIS MINIMUM  
STANDARDS FOR A  
BOUNDARY SURVEY.

AFFECTED PINS	LOT(S)	SUBDIVISION	EXISTING CONDITIONS
20-23-107-003	LOT 3 (EXCEPT E 52' OF N 20 7')	[2]	ALL PARCELS VACANT NO BUILDINGS
20-23-107-004	E 52' OF N 20 7' LOT 3	[2]	
20-23-107-005	N 43' (EXCEPT E 27') LOT 1	[3]	
20-23-107-006	E 27' OF N 43' LOT 1	[3]	
20-23-107-012	LOT 6	[1]	
20-23-107-013	LOT 5	[1]	
20-23-107-014	LOTS 3 AND 4	[1]	
20-23-107-015	LOTS 1 AND 2	[1]	
20-23-107-017	S 114.8' LOT 12	[1]	
20-23-107-018	LOTS 13 THROUGH 15	[1]	
20-23-107-019	LOT 11	[1]	
20-23-107-020	LOT 12 (EXCEPT S 114.8')	[1]	

**SURVEYOR'S NOTES**

UTILITIES EXIST ON BOTH PAVED AND UNPAVED PORTIONS OF ALLEY

BEARINGS AND COORDINATES SHOWN HEREON REFER TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983

DIMENSIONS SHOWN IN FEET AND DECIMAL PARTS THEREOF

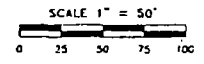
ZONING IS PD #773

NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAT

FIRM REGISTRATION NO 184 003874  
LICENSE EXPIRATION DATE 4/30/2017

**LEGEND**

- [1] SUBDIVISION INDEX NUMBERS
- (12.34') RECORDED DIMENSION
- 12.34' OR 12.34' MEASURED DIMENSION
- EXISTING RIGHT OF WAY
- RECORD LOT OR DEED LINE
- [Dotted Line] PARCEL HEREBY VACATED



CDOT # 23-20-15-3698

C:\UOFC-WOODLAWN\UC\_WOODLAWN-ALLEY-VAC.DWG

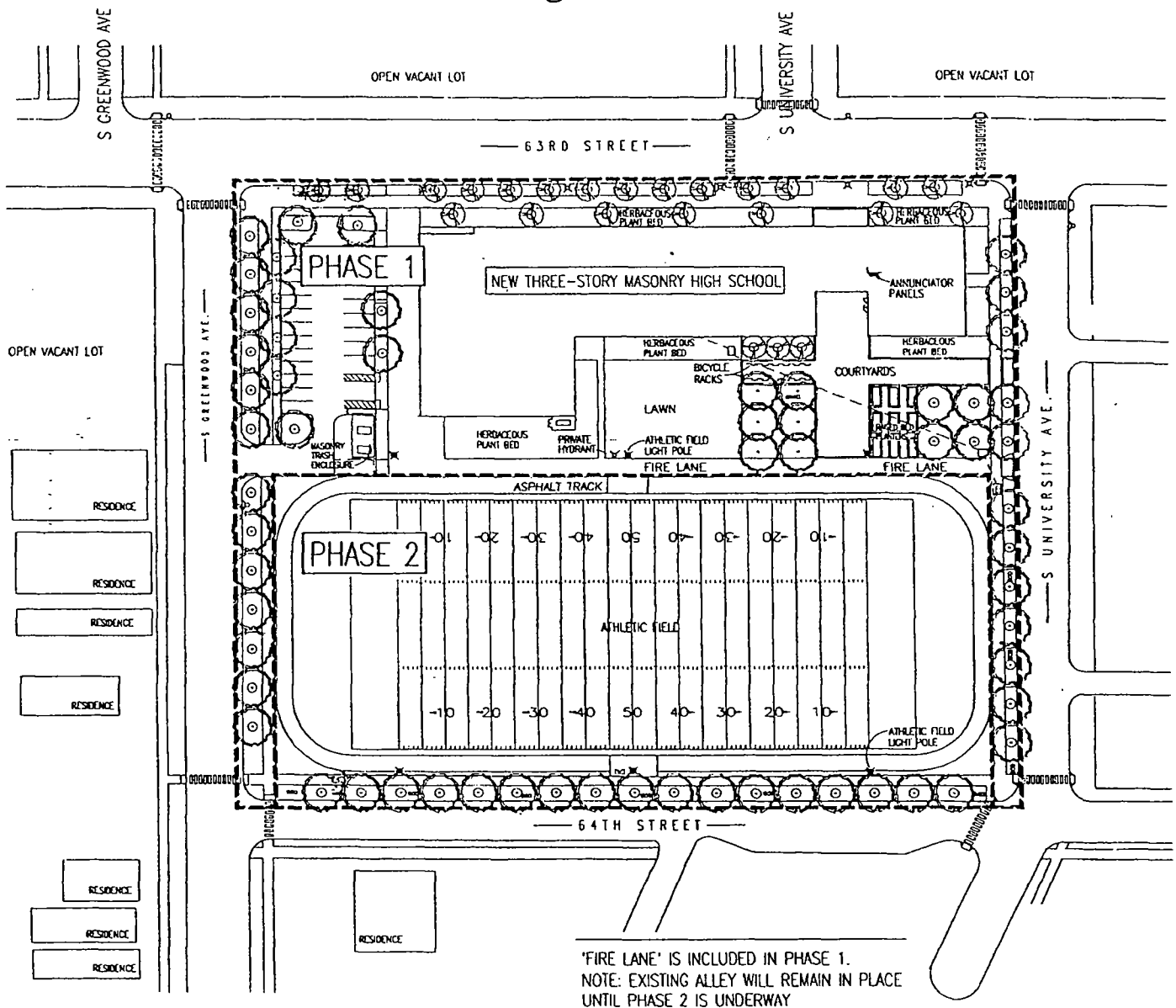
ARDMORE ASSOCIATES, LLC  
33 N. DEARBORN, SUITE 1720  
CHICAGO, ILLINOIS 60602-3109  
312-795-1400

PREPARED FOR  
THE UNIVERSITY OF CHICAGO  
FACILITIES DESIGN AND CONSTRUCTION  
250 EAST 58TH STREET ROOM 400  
CHICAGO ILLINOIS 60637

SCALE 1" = 50'  
DATE 6/30/15  
CAD AW/CALC CD  
AA NO 610017  
SHEET 1 OF 1

EXHIBIT D  
PHASING PLAN  
(ATTACHED)

# Planned Development No. Phasing Plan



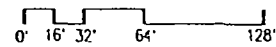
'FIRE LANE' IS INCLUDED IN PHASE 1.  
NOTE: EXISTING ALLEY WILL REMAIN IN PLACE  
UNTIL PHASE 2 IS UNDERWAY

**PHASE 1**

- CONSTRUCT THREE-STORY ±68,000sf MIDDLE SCHOOL AND HIGH SCHOOL
- CONSTRUCT TWENTY-FIVE SPACE PARKING LOT AND TRASH ENCLOSURE
- CONNECT TO THE NECESSARY UTILITIES TO SUPPORT THE BUILDING.
- PAVING AND LANDSCAPING ADJACENT TO THE BUILDING AND PARKWAY TREES ALONG UNIVERSITY AVE AND GREENWOOD AVE PER THE PHASE 1 BOUNDARY ABOVE.
- FENCING AROUND ALTHLETIC FIELD AND GRASS SEED ONLY ON THE SOUTHERN PORTION OF THE SITE.

**PHASE 2**

- REMOVE CONCRETE, POWER LINES AND OTHER UTILITY IN EXISTING ALLEY.
- CONSTRUCT JOGGING PATH AROUND THE FIELD AND PLACE FIELD MARKINGS FOR COMPETITIVE SPORTS.
- INSTALL THE NECESSARY SITE INFRASTRUCTURE TO SUPPORT THE ATHLETIC FIELD.
- INSTALL ATHLETIC FIELD GOAL POSTS AND OTHER ATHLETIC EQUIPMENT.
- PLANT PARKWAY TREES ALONG 64TH ST PER THE PHASE 2 BOUNDARY ABOVE.



Applicant: University of Chicago  
 Addresses 1101-1145 East 63rd Street  
 1100-1144 East 64th Street  
 6300-6336 South University Avenue  
 6301-6337 South Greenwood Avenue  
 Address applied for: 6300 South University Avenue

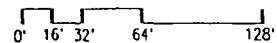
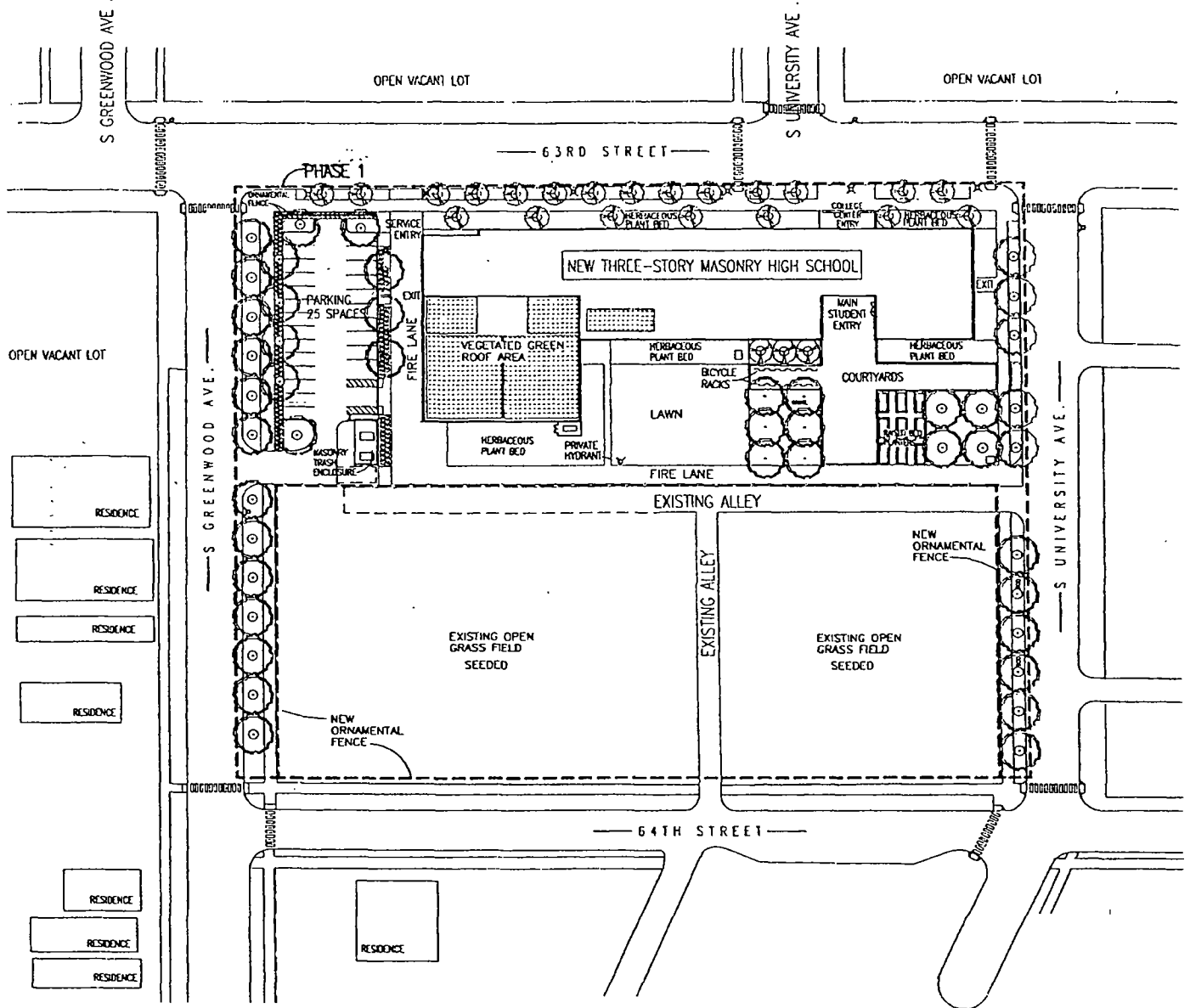
Date June 11, 2015  
 Intro Date: April 15, 2015  
 Plan Commission: June 18, 2015

PD-04a

EXHIBIT E  
INTERIM LANDSCAPE PLAN

(ATTACHED)

Planned Development No. **FINAL FOR PUBLICATION**  
 Interim Landscape Plan



Applicant: University of Chicago  
 Addresses: 1101-1145 East 63rd Street  
 1100-1144 East 64th Street  
 6300-6336 South University Avenue  
 6301-6337 South Greenwood Avenue  
 Address applied for 6300 South University Avenue

Date: June 8, 2015  
 Intro Date: April 15, 2015  
 Plan Commission: June 18, 2015

PD-05a

EXHIBIT F

FORM OF RECONVEYANCE DEED

(TO BE ATTACHED)

**EXHIBIT G**  
**PRELIMINARY BUDGET**

(ATTACHED)



## SOURCES AND USES OF FUNDS

Project Name:	UChicago - Woodlawn Charter School
Developer:	University of Chicago
Date:	10/8/2015

**Notes: Enter data only in Columns C and H. Column C figures will total automatically. The totals of sources of funds and uses of funds must match exactly.**

<u>SOURCES</u>	<u>Amount</u>	<u>% of Total Sources</u>
Total University Funding	\$27,500,000	
Total Secured Funding	\$21,800,000	79% *Current as of 9/17/2015

<u>USES</u>	<u>Amount</u>	<u>\$ per SF of Building Area*</u>
Land Acquisition	\$0	\$0.00
Demolition	\$0	\$0.00
Site Preparation	\$1,811,158	\$26.35
Landscaping & Paving	\$1,099,729	\$16.00
Hard Costs	\$18,378,090	\$267.37
Equipment	\$615,938	\$8.96
Furniture and Fixtures	\$98,910	\$1.44
Soft Costs	<u>\$5,496,175</u>	<u>\$79.96</u>
<b>Total Uses</b>	<b>\$27,500,000</b>	<b>\$400.08</b>

\* Building area = 68,737 square feet

## DETAILED CONSTRUCTION BUDGET

Project Name: UChicago - Woodlawn Charter School  
 Developer: University of Chicago  
 Date: 10/8/2015

**Note: Enter data only in Column C. Totals will be calculated automatically.**

	<u>Amount</u>	<u>\$ per SF of Building Area*</u>	<u>% of Total Project Costs</u>	<u>Comment:</u>
<b>Land Acquisition</b>				
City Land	\$0	\$0.00	0.0%	Negotiated Sale (Legal Fees in Soft Costs)
Other Property	<u>\$0</u>	<u>\$0.00</u>	<u>0.0%</u>	
<b>Total Land Acquisition</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.0%</b>	
<b>Demolition</b>	\$0	\$0.00	0.0%	
<b>Site Preparation</b>				
Utilities	\$750,000	\$10.91	2.7%	ComEd, Peoples, Comcast, DWM, etc.
Environmental	\$1,061,158	\$15.44	3.9%	UST removal, NFR program
Foundation Removal	\$0	\$0.00	0.0%	
Grading	\$0	\$0.00	0.0%	Included in Hard Costs
Other	<u>\$0</u>	<u>\$0.00</u>	<u>0.0%</u>	
<b>Total Site Preparation</b>	<b>\$1,811,158</b>	<b>\$26.35</b>	<b>6.6%</b>	
<b>Landscaping &amp; Paving</b>	<b>\$1,099,729</b>	<b>\$16.00</b>	<b>4.0%</b>	
<b>Hard Costs</b>				
Construction	\$14,519,515	\$211.23	52.8%	Estimated
General Contractor Fee	\$756,545	\$11.01	2.8%	Estimated
General Conditions	\$962,512	\$14.00	3.5%	Estimated
Hard Cost Contingency	<u>\$2,139,518</u>	<u>\$31.13</u>	<u>7.8%</u>	Estimated
<b>Total Hard Costs</b>	<b>\$18,378,090</b>	<b>\$267.37</b>	<b>66.8%</b>	
<b>Equipment</b>	<b>\$615,938</b>	<b>\$8.96</b>	<b>2.2%</b>	
<b>Furniture and Fixtures</b>	<b>\$98,910</b>	<b>\$1.44</b>	<b>0.4%</b>	Furniture is primarily being reused
<b>Soft Costs</b>				
Architect Fee	\$1,764,317	\$25.67	6.4%	
Project Management	\$817,835	\$11.90	3.0%	
Developer Fee	\$0	\$0.00	0.0%	
Legal/Accounting	\$150,000	\$2.18	0.5%	Estimated Legal Fees
Leasing Commissions	\$0	\$0.00	0.0%	
Market Studies	\$0	\$0.00	0.0%	
Financing Fees	\$0	\$0.00	0.0%	
Financing Interest	\$0	\$0.00	0.0%	
Real Estate Taxes	\$0	\$0.00	0.0%	
Insurance	\$58,600	\$0.85	0.2%	
Appraisal	\$10,000	\$0.15	0.0%	
Testing	\$50,000	\$0.73	0.2%	
Permits	\$25,000	\$0.36	0.1%	Per CoC Permit Calculator
Other Soft Costs	\$905,166	\$13.17	3.3%	
Soft Cost Contingency	<u>\$1,715,257</u>	<u>\$24.95</u>	<u>6.2%</u>	Includes escalation
<b>Total Soft Costs</b>	<b>\$5,496,175</b>	<b>\$79.96</b>	<b>20.0%</b>	
<b>Total Project Costs</b>	<b>\$27,500,000</b>	<b>\$400.08</b>	<b>100.0%</b>	

\* Building area = 68,737 square feet

**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:

THE UNIVERSITY OF CHICAGO

**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:

5801 SOUTH ELLIS AVENUE

CHICAGO, IL 60637

C. Telephone: (773) 702-7749 Fax: (773) 702-0934 Email: KIMTAYLOR@UCHICAGO.EDU

D. Name of contact person: KIM TAYLOR

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):

NEGOTIATED SALE APPLICATION TO ACQUIRE CITY OWNED LAND COMMONLY KNOWN AS 1101-1145 E. 63<sup>RD</sup> ST.; 1100-1144 E. 64<sup>TH</sup> ST.; 6360-6336 S. UNIVERSITY AVE.; AND 6301-6337 S. GREENWOOD AVE.

G. Which City agency or department is requesting this EDS? DEPARTMENT OF PLANNING AND 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                       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
THERE ARE NO MEMBERS. PLEASE SEE ATTACHMENT A FOR A LIST OF THE UNIVERSITY OF CHICAGO'S TRUSTEES AND OFFICERS.	

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

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

Name	Business Address	Percentage Interest in the Disclosing Party

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

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

Yes                       No

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

---

---

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

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

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

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

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

PLEASE SEE ATTACHMENT B.

(Add sheets if necessary)

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

**SECTION V -- CERTIFICATIONS**

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

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

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

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

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

Yes       No

**B. FURTHER CERTIFICATIONS**

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



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

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

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

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



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

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

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

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

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

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

N/A

---

---

---

---

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

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

PLEASE SEE ATTACHMENT C.

---

---

---

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.

PLEASE SEE ATTACHMENT D.

---

---

---

### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is  is not

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

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

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

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

---

---

---

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

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

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

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

Yes                       No

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

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

Does the Matter involve a City Property Sale?

Yes                       No

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

Name	Business Address	Nature of Interest

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

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

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

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

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

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

---

---

---

---

## SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

### A. CERTIFICATION REGARDING LOBBYING

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

NONE

---

---

---

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

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

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

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

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

## B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes                       No

If "Yes," answer the three questions below:

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

Yes                       No

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

Yes                       No

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

Yes                       No

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

---

---

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

The Disclosing Party understands and agrees that:

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

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

The University of Chicago

(Print or type name of Disclosing Party)

By:   
(Sign here)

Kim Taylor

(Print or type name of person signing)

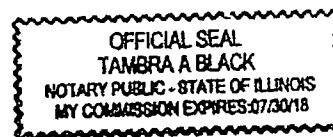
Vice President and General Counsel

(Print or type title of person signing)

Signed and sworn to before me on (date) May 29 2015,  
at Cook County, Illinois (state).

 Notary Public.

Commission expires: July 30, 2018



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

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

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

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

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

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

Yes

No

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

---

---

---



**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
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.

---

---

---

**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.**

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Disclosing Party must complete a new EDS with correct or corrected information)

RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

*the negotiated sale application to acquire city-owned land, commonly known as 1101-1145 E. 45th St.; 1100-1144 E. 64th St.; 6300-6336 S. University Ave. and 6304-6357 S. Greenwood Ave.*

The University of Chicago  
(Print or type legal name of Disclosing Party)

Date: 9/23/15

By:

*Kimberly Taylor*  
(sign here)

Print or type name of signatory:

Kimberly Taylor

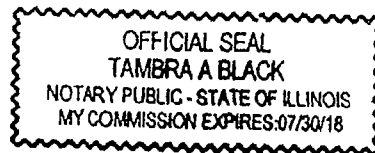
Title of signatory:

Vice President and General Counsel

Signed and sworn to before me on [date] September 23, 2015, by Kimberly Taylor, at Cook County, Illinois [state].

*Tambra A Black* Notary Public.

Commission expires: July 30, 2018



(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Disclosing Party must complete a new EDS with correct or corrected information)

**RECERTIFICATION**

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

*the negotiated sale application to acquire city-owned land, commonly known as 1101-1145 E. US 30 St, 1100-1144 E. US 30 St, 6300-6556 S. University Ave. and 6501-6557 S. Greenwood Ave.*

The University of Chicago  
(Print or type legal name of Disclosing Party)

Date: 1/6/16

By:

*[Signature]*  
(sign here)

Print or type name of signatory:

Kimberly Taylor

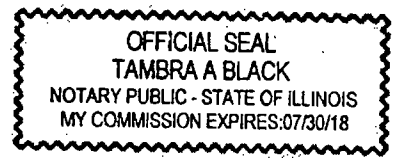
Title of signatory:

Vice President and General Counsel

Signed and sworn to before me on [date] January 6, 2016, by Kimberly Taylor, at Cook County, Illinois [state].

*[Signature]* Notary Public.

Commission expires: July 30, 2018.



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

The University of Chicago – Officers

Eric D. Isaacs, Provost

David B. Fithian, Executive Vice President

Kenneth S. Polonsky, Executive Vice President for Medical Affairs and Dean of the  
Biological Sciences Division and the Pritzker School of Medicine

Karen Warren Coleman, Vice President for Campus Life and Student Services

Derek R. B. Douglas, Vice President for Civic Engagement

Donald H. Levy, Vice President for Research and for National Laboratories

Ken Manotti, Vice President for Alumni Relations and Development

Rowan A. Miranda, Vice President for Operations and Chief Financial Officer

James G. Nondorf, Vice President for Enrollment and Student Advancement and  
Dean of College Admissions and Financial Aid

Julie A. Peterson, Vice President for Communications

Mark A. Schmid, Vice President and Chief Investment Officer

Ian H. Solomon, Vice President for Global Engagement

Kim Taylor, Vice President and General Counsel

Darren Reisberg, Secretary of the University

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

The University of Chicago - Board of Trustees

Andrew M. Alper  
David G. Booth  
David B. Brooks  
Debra A. Cafaro  
Thomas A. Cole  
E. David Coolidge III  
James S. Crown  
Katharine P. Darrow  
Daniel L. Doctoroff  
Brady W. Dougan  
Craig J. Duchossois  
John A. Edwardson  
James S. Frank  
Jack W. Fuller  
Timothy M. George  
Rodney L. Goldstein  
Mary Louise Gorno  
Kathryn C. Gould  
Kenneth C. Griffin  
Sanford J. Grossman  
King W. Harris  
Kenneth M. Jacobs  
Karen L. Katen  
Dennis J. Keller  
Steven A. Kersten  
James M. Kilts  
Michael J. Klingensmith  
Michael L. Klowden

Rachel D. Kohler  
Robert W. Lane  
Charles Ashby Lewis  
John Liew  
Peter W. May  
Joseph Neubauer  
Emily Nicklin  
Michael P. Polsky  
Myrtle S. Potter  
Thomas J. Pritzker  
John W. Rogers, Jr.  
Emmanuel Roman  
Andrew M. Rosenfield  
David M. Rubenstein  
Alvaro J. Saieh  
Nassef O. Sawiris  
Steve G. Stevanovich  
Elizabeth M. Thompson  
Mary A. Tolan  
Byron D. Trott  
Marshall I. Wais  
Gregory W. Wendt  
Donald R. Wilson, Jr.  
Paula Wolff  
Paul G. Yovovich  
Francis T. F. Yuen  
Robert J. Zimmer

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

<b>Name (indicate whether retained or anticipated to be retained)</b>	<b>Business Address</b>	<b>Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)</b>	<b>Fees (indicate whether paid or estimated.)</b>
Neal & Leroy, LLC (retained)	120 N. LaSalle St. Suite 2600 Chicago, IL 60602	Attorney	\$50,000 (estimated)

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

Current employees of The University of Chicago who were, within the previous 12 months, an employee, or elected or appointed official, of the City of Chicago

Kesha Butler  
Sarah Emmons  
Jane Thu Giang Le  
Iman Little  
Samantha Ngooi  
Eddie Pan  
Jane Ramsey  
Daina Staisiunas  
Martina Stanley

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

All gifts that The University of Chicago has given or caused to be given, during the previous 12 months, to an employee, or elected or appointed official, of the City of Chicago

The University of Chicago operates a number of programs that place student interns or fellows in neighborhood settings to gain valuable work experience and to serve the larger community. Placements are made in various organizations including some operated by the City of Chicago, such as neighborhood schools and local elected officials' offices.

The University of Chicago hosted a community reception followed by a dinner at the President of the University's house on November 11, 2014. These events were attended by various civic leaders and elected officials.

The University of Chicago's Institute of Politics has given branded fleeces to guest speakers and internship mentors at the University. Recent City employees who have received such a fleece include: Sean Rapelyea, Tonantzin Carmona, Claudia Chavez, Adolfo Hernandez, Tony Iweagwu, Steve Koch and Garry McCarthy. These fleeces are valued at approximately \$30 each.

The University's Harris School of Public Policy gave (i) Lois Scott a wooden pen in May 2014 valued at \$50, (ii) Brenna Berman a journal and pen in April 2015 valued at \$15, (iii) participants (including Lois Scott and Lucien Carter) at a May 2015 CFO forum a bottle of olive oil valued at \$14 each, and (iv) participants (including Brenna Berman) at an October 2014 Urban Technology Forum portable phone chargers valued at \$24 each.



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:

UNIVERSITY OF CHICAGO CHARTER SCHOOL

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

- \* 1.  the Applicant \* CONTROLLED AFFILIATE OF THE UNIVERSITY OF CHICAGO THAT WILL BE OPERATING THE CHARTER SCHOOL AT THE PROPERTY TO BE ACQUIRED FROM THE CITY.  
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: 1313 E. 60th Street  
CHICAGO, IL 60637

C. Telephone: 773. 834. 4354 Fax: \_\_\_\_\_ Email: srstoelinga@uchicago.edu

D. Name of contact person: SARA RAY STOELINGA

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):  
NEGOTIATED SAVE APPLICATION TO ACQUIRE CITY- OWNED LAND COMMONLY KNOWN AS 1101-1145 E 63rd St., 1100-1144 E 64th St.; 6300-6336 S. UNIVERSITY AVE.; AND 6301-6337 S. GREENWOOD AVE.

G. Which City agency or department is requesting this EDS? DEPARTMENT OF PLANNING AND 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:

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

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

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

- Yes  No  N/A

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

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

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

Name	Title
<u>SHAYNE EVANS, CEO, UNIVERSITY OF CHICAGO CHARTER SCHOOL</u>	
<u>SARA RAY STOELINGA, DIRECTOR, UNIVERSITY OF CHICAGO URBAN</u>	
<u>EDUCATION INSTITUTE</u>	
<u>No Members</u>	

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

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

Name	Business Address	Percentage Interest in the Disclosing Party

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

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

Yes                       No

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

---

---

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

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

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

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

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

---



---



---

(Add sheets if necessary)

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

**SECTION V -- CERTIFICATIONS**

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

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

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

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

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

Yes       No

**B. FURTHER CERTIFICATIONS**

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

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

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

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

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

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

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

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

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

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

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

---

N/A

---

---

---

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

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

NONE

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

IN NOVEMBER OF 2014, ALDERMAN WILL BURNS WAS PROVIDED A  
COMPLIMENTARY TICKET TO THE UNIVERSITY OF CHICAGO CHARTER SCHOOL  
ANNUAL GALA. TICKET PRICE = \$150

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is  is not

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

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

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

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

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

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

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

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

Yes  No

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

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

Does the Matter involve a City Property Sale?

Yes  No

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

Name	Business Address	Nature of Interest

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

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

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



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

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

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

---

---

---

---

## SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

### A. CERTIFICATION REGARDING LOBBYING

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

---

---

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

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

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

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

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

**B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

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

Is the Disclosing Party the Applicant?

Yes  No

If "Yes," answer the three questions below:

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

Yes  No

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

Yes  No

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

Yes  No

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

THE UNIVERSITY OF CHICAGO IS THE APPLICANT. THE UNIVERSITY OF CHICAGO  
CHARTER SCHOOL IS A CONTROLLED AFFILIATE OF THE UNIVERSITY OF CHICAGO  
THAT WILL BE OPERATING THE CHARTER SCHOOL AT THE PROPERTY TO BE  
ACQUIRED FROM THE CITY.

**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.

UNIVERSITY OF CHICAGO CHARTER SCHOOL  
(Print or type name of Disclosing Party)

By: Sara Ray Stoelings  
(Sign here)

Sara Ray Stoelings  
(Print or type name of person signing)

Director  
(Print or type title of person signing)

Signed and sworn to before me on (date) September 22, 2015  
at Cook County, Illinois (state).

Lynne Bryant Notary Public.

Commission expires: 1/27/2018



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

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

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

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

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

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

Yes

No

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

---

---

---

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
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.

---

---

**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.**