City of Chicago

O2018-677

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	1/17/2018
Sponsor(s):	Misc. Transmittal
Type:	Ordinance
Title:	Zoning Reclassification Map No. 14-M at 5742-5744 W 63rd St - App No. 19523
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards

19523
INTRO DATE
JAN 17, 2018

ORDINANCE

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended changing all of the B1-1 Community Business District symbols and indications as shown on Map 14-M in the area bounded by:

West 63rd Street on the South; a line 107.26 feet West of the West line of South Massasoit Street to line 155.26 West of the West line of South Massasoit Street and line parallel to the alley North of and parallel to West 63rd Street;

to those of a C 2-1 District.

SECTION 2. This ordinance takes effect after its passage and approval.

Common Address of Property:
5742-44 West 63rd Street, Chicago, IL

PROFESSIONAL DESIGN FIRM LS/PE/SE REGISTRATION NO. 184-002111

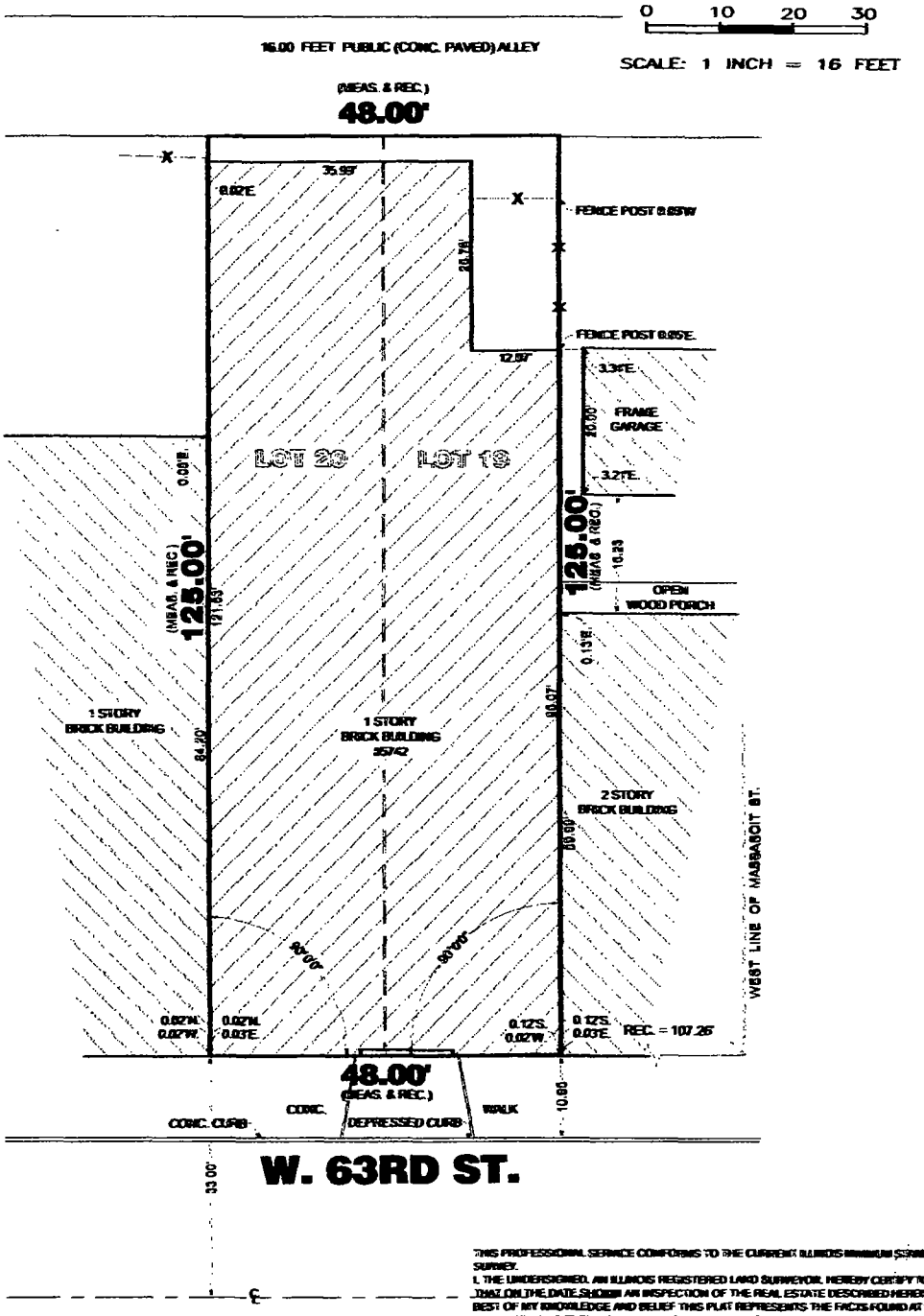
PLAT OF SURVEY

LOTS 19 AND 20 IN BLOCK 5 IN THE THIRD ADDITION TO CLEARING IN SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LAND TOTAL AREA: 6000 SQ. FT.

COMMONLY KNOWN AS: 5740-42 W 63RD ST, CHICAGO, ILLINOIS.

PIN: 1917428035
1917428036



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

I, THE UNDERSIGNED, AN ILLINOIS REGISTERED LAND SURVEYOR, HEREBY CERTIFY TO THE ABOVE NAMED PARTY THAT, ON THE DATE SHOWN AN INSPECTION OF THE REAL ESTATE DESCRIBED HEREIN WAS MADE AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAT REPRESENTS THE FACTS FOUND AT SAID TIME. PROPERTY CORNERS ARE SET OR NOT BY CLIENT AGREEMENT. SUBJECT PROPERTY HAS NOT BEEN STAKED AND THEREFORE FOR ANY CONSTRUCTION OR ESTABLISHING BOUNDARY OR FENCE LINE SHALL BE STAKED BY A SURVEYOR BEFORE PERFORMING THE TASK.

PROFESSIONAL LAND SURVEYOR
BEHROOZ MORADI
035-003349
CHICAGO
ILLINOIS
STATE OF ILLINOIS
DECEMBER 2014

Illinois Land Surveyor Number 035-003349
BEHROOZ MORADI, PhD, P.E., S.E., P.L.S.
31 PRINT LANDMARK SOFTWARE - LICENSE EXPIRES ON THE NEXT NOV. 30, 2008

NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAT.
BOUNDARY DIMENSIONS ARE BASED ON THE PUBLIC RECORDS AND/ OR DESCRIPTION PROVIDED
FOR LEGENDS SEE OTHER SIDE OF THIS PAGE

MORADI MULTI DIMENSIONS
CONSULTING ENGINEERS
2340 W. BRING PARK RD, CHICAGO, IL 60618
TEL. (773)478-[illegible]

JOB #: 216-16	DRAWN: BM	DATE: 09/22/2016	CLIENT: JAIME LOPEZ
SHEET: 1	CHECKED: HA	SCALE: 1"=16'-0"	DATE OF FIELD WORK: 09/22/16

THE LEGAL DESCRIPTION NOTED ON THIS PLAT WAS PROVIDED BY THE CLIENT AND MUST BE COMPARED WITH DEED AND/ OR TITLE POLICY. BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THERE ARE SO RECORDED IN THE MAPS, OTHERWISE FOR BUILDING RESTRICTIONS AND/ OR EASEMENTS REFER TO YOUR DEED, CONTRACT, TITLE POLICY AND/ OR ZONING REGULATIONS. THIS PLAT IS VALID ONLY IF IT CONTAINS THE ORIGINAL SIGNATURE AND SEAL. FOR IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT US.

AFFIDAVIT

January 5, 2018

Honorable Daniel S. Solis
Chairman, Committee on Zoning
121 North LaSalle Street
Room 304, City Hall
Chicago, Illinois 60602

Gentlemen:

The undersigned, Pamela J. Stola, being first duly sworn on oath, deposes and says the following:

That the undersigned certifies that he or she has complied with the requirements of Section 17-13-0107 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, by sending written notice to such property owners who appear to be the owners of all property within the subject area not solely owned by the applicant, and to the owners of all property within 250 feet in each direction of the lot lines of the subject property located at 5742-44 West 63rd Street., Chicago, IL 60638 exclusive of public roads, streets, alleys and other public ways, or a total distance to 400 feet. Said "written notice" was sent by First Class U.S. Mail, no more than 30 days before filing the application.

The undersigned certifies that the notice contained the address of the property sought to be rezoned; a statement of the intended use of the property; the name of the applicant; the name and address of the of the owner; and a statement that the applicant intends to file the application for a change in zoning on approximately January 4, 2018.

The undersigned certifies that the applicant has made a bona fide effort to determine the addresses of the parties to be notified under Section 17-13-0107 of the Chicago Zoning Ordinance, and that the accompanying list of names and addresses of surrounding property owners within 250 feet of the subject site is a complete list containing the names and addresses of the people required to be served.

Signature

OFFICIAL SEAL
JAMES O STOLA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/25/18

Subscribed and sworn to before me this 5th day of January, 2018.

Notary Public

LAW OFFICE OF JAMES O. STOLA
306 SOUTH HALSTED STREET
SPECIAL SERVICE AREA #16
CHICAGO, ILLINOIS 60661
E-MAIL: JAMES@STOLALAW.COM

LICENSED IN
ILLINOIS AND FLORIDA

(773)969-6570
FAX: (773)681-7087

January 4, 2018

LETTER OF NOTIFICATION TO PROPERTY OWNERS

Dear Property Owner or Resident:

In accordance with the requirements for an Amendment to the Chicago Zoning Ordinance, specifically Section 17-13-0107, please be informed that on or about January 4, 2017, the undersigned will file an application for a change in zoning from B1-1 to C2-1 on behalf of Fender Mender Collision Center, Inc., at 5742-44 West 63rd Street, Chicago, IL 60638.

Applicant intends to use the subject property for a Motor Vehicle Repair and Body Shop.

Fender Mender Collision Center, Inc., Applicant is located at, at 3242 West Pierce, Chicago, IL 60651. Maria Gonzalez is the owner of the property is located at 7001West 64th Place, Chicago, IL 60638. The contact person is James O. Stola (773)969-6570.

Please note that the applicant is not seeking to rezone or purchase your property. The applicant is required by law to send this notice because you own property within 250 feet of the property to be rezoned.

Very truly yours,

James O. Stola

AUTHORIZATION TO APPLY FOR ZONING AMENDMENT

The Undersigned, MARIA GONZALEZ, hereby states that she is the owner of the property commonly known as 5742-44 West 63rd Street, Chicago, IL 60638, and that he authorizes FENDER MENDERS COLLISION CENTER, INC., by HEATHER OROZCO, President, to apply for a Zoning Amendment through the City of Chicago, for the purpose of licensing an Auto Body Repair Shop at 5742-44 West 63rd Street, Chicago, IL 60638.

Dated: 12/8, 2017.

Maria Gonzalez

MARIA GONZALEZ

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of June 1, 2017, by and between **MARIA GONZALEZ** ("Lessor") and **FENDER MENDER COLLISION CENTER, INC.**, ("Lessee").

WITNESSETH

WHEREAS, Lessor is the owner of the land and improvements commonly known as **5742-46 West 63rd Street, Chicago, Illinois**, (the "Premises") which contains a commercial building having a total of _____square feet.

WHEREAS, Lessor wishes to lease to Lessee and Lessee wishes to lease from Lessor a portion of the Premises more particularly described as follows:

This Lease is expressly contingent on Lessee obtaining a Zoning Amendment and proper licensing from the City of Chicago for the operation of an Auto Body Repair Shop on the Premises including painting. No rent shall be due and owing unless and until the foregoing contingencies are met. This Lease shall become unenforceable by either party as of December 31, 2017, in the event Lessee is unable to obtain a Zoning Amendment and proper licensing from the City of Chicago for the operation of an Auto Body Repair Shop on the Premises including painting by said date.

NOW THEREFORE, for and in consideration of their mutual covenants and agreements hereinafter set forth and the above recitals which are by this reference incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Lessor and Lessee agree as follows:

1. TERM.

(a) Initial Term and Rent Payment. This Lease shall be for a term of five (5) years commencing ~~September~~ 1, 2017, and running to August 31, 2022. However, this Lease shall immediately terminate in the event Lessee is unable to obtain a Zoning Amendment and proper licensing from the City of Chicago, for the operation of an Auto Body Repair Shop on the Premises including painting.

2. RIGHT OF FIRST REFUSAL/OPTION TO PURCHASE/CONTINUANCE OF LEASE ON SALE TO THIRD PARTY. In the event Lessor is offered a bona fide contract for the purchase of the Leased Premises or anytime during the term of this Lease including any extension, Lessee shall have the right to purchase the property at the then Fair Market Value of the Leased Premises. The terms of this Lease shall remain in full force and effect in the event the Leased Premises are sold to a third party. Lessor upon such sale shall assign this lease to the new owner as Lessor.

3. RENT

Monthly rent shall be as follows:

(a) Base Rent. Additional Rent and Base Rent are collectively referred to as "Rent." Lessee shall pay Lessor as Base Rent for the Premises ("Rent") the following amounts, without set-off, abatement, counterclaim, or deduction of any kind:

Beginning January 1, 2017, and ending December 31, 2022: $2,600.00 per month plus 1/12th of 100% of the annual real estate taxes for premises.

(b) Payment. Base Rent shall be due each month in equal monthly installments. Base Rent payments shall be due the first day of the month. Rent payments made on or after the fifth day of the month shall be considered late and subject to additional interest charges as described below.

(c) Option. Conditioned on Lessee not being in Default, Lessee shall have the right on 90 Days Notice to Lessor or Lessor's Agent to renew this Lease for an additional 5 year period. The 5 year option rent shall be at the same or similar terms as herein stated.

4. USE

Permitted Use. Lessee shall use and occupy the Premises only for the purpose of operating an Auto Body Repair Shop on the Premises including painting and such other services as are customarily related to such use and for no other purposes ("Use"). Lessee shall have access to the leased area for said Use 7 days per week and 24 hour per day.

5. PERMITS, LICENSES, ETC.

Permits, Etc. for Use. Lessee shall, at its cost and expense, procure all permits, licenses, certificates and other authorizations and any renewals, extensions or continuances of the same required in connection with Lessee's Use. Upon request of Lessor, Lessee shall provide evidence of any permits, licenses, certificates and other authorizations and any renewals, extensions or continuances of the same required in connection with Lessee's Use.

6. ADDITIONAL RENT. In addition to Base Rent, Lessee shall pay monthly as additional rent 1/12 of the most recent ascertainable real estate taxes assessed on the Premises prorated commencing upon Lessee obtaining a Zoning Amendment and proper licensing from the City of Chicago for an Auto Body Repair Shop on the Premises including painting.

7. FIRST AND LAST MONTH'S RENT. Upon Lessee obtaining a Zoning Amendment and proper licensing from the City of Chicago for an Auto Body Repair Shop on the Premises including painting, Lessee shall deposit with Lessor the First Month's Rent amount of $2,600.00 plus 1/12 of the Real Estate Taxes for 2016, to wit, $1,981.43 for a total of $4,581.43, plus the Last Month's Rent in the same amount of $4,581.43, for a total of $9,162.86. Lessor does not require a Security Deposit.

8. COVENANTS REGARDING USE. Lessee agrees to observe the following covenants as to each and every one of the Premises:

(a) **Compliance with law**. Lessee shall not use the Premises or its surroundings in any way that, directly or indirectly, is forbidden by any and all applicable laws, statutes, ordinances, codes, decrees rules and regulations of any federal, state, county, municipal or other governmental or quasi-governmental authority having jurisdiction thereof, or as promulgated by any official thereof, including but not limited to, those relating to criminal activity, disturbance of the peace or public nuisances.

(b) **Immoral activity**. Lessee shall not use the Premises for any immoral purpose such as counseling or advocacy or performance of abortion, sterilization, in vitro fertilization, euthanasia or assisted suicide, or the production, display, sale or viewing of pornographic or soft pornographic media, performances or services.

(c) **Alcohol, drugs, weapons**. Lessee or Lessee Group shall not permit alcohol, drugs, smoking or weapons on the Premises.

(d) **Disciplinary rules and regulations**. Lessee shall use all reasonable measures to prohibit the following:

(I) Use, possession, and/or concealment of a firearm/destructive device or other weapon;

(ii) Use, possession, and/or concealment of illegal substances;

(iii) Aggravated assault;

(iv) Trespassing;

(v) Loitering;

(vi) False activation of a fire alarm;

(vii) Assault;

(viii) Vandalism or criminal damage to property;

(ix) Fighting;

(x) Disorderly conduct or disruptive behavior around the Premises;

(xi) Leaving the Premises without permission;

(xii) Use of tobacco products; and

(xiii) Profane or other improper language.

(e) **Security of Persons and Property**. Upon Lessee obtaining a Zoning Amendment and proper licensing from the City of Chicago for an Auto Body Repair Shop on the Premises including painting, Lessee shall be fully responsible for securing the Premises, any personal property on the Premises, and persons in the Premises.

9. CONDITION ON POSSESSION/DISCLAIMER OF WARRANTIES. Lessee shall take possession of the Premises in "**AS IS, WHERE IS**" condition. Lessee agrees that Lessor has not made any representations regarding the condition and/or repair of the Premises, nor any agreement to decorate, alter, clean or improve the Premises, that are not expressly set forth in this Lease. Lessor makes no representations or warranties, of habitability, fitness for a particular purpose or otherwise, whether express or implied, about the condition of the Premises; the quality of the air, water in and around and/or provided to the Premises; the presence of Hazardous Substances as defined in paragraph 7(o) above, in, on, or under the Premises; compliance with the Americans with Disabilities Act of 1990; compliance with any asbestos and lead-based paint laws and regulations; and compliance with any other Applicable Laws regarding or pertaining to the Premises. Lessee acknowledges that it is Lessee's sole responsibility to investigate and determine the condition of the Premises and locations of any lead-based paint and asbestos existing at and on the Premises; and, Lessee acknowledges that if it has requested and been provided with any documents by Lessor concerning asbestos and lead-based paint at or on the Premises, it cannot rely on those documents or investigations done at the direction or request of Lessor, and Lessee must rely on its own investigation into the conditions of the Premises.

10. LESSEE OBLIGATIONS FOR CONDITION OF PREMISES

(a) **Compliance with Law.** Lessee shall, at Lessee's sole cost and expense, perform all repairs, alterations, installations, replacements, additions, and environmental remediation work, whether structural or non-structural, to the Premises as may be required by any and all applicable laws, statutes, ordinances, codes, decrees rules and regulations of any federal, state, county, municipal or other governmental or quasi-governmental authority having jurisdiction thereof, or as promulgated by any official thereof with jurisdiction over the Premises, including but not limited to the Americans with Disabilities Act of 1990, asbestos and lead-based paint laws and other regulations concerning Hazardous Substances (as defined below), building codes, fire codes, zoning codes and business licensing requirements ("Applicable Laws") arising from or related to Lessee's Use and occupancy of the Premises

(b) **Notices**. Lessee immediately shall forward to Lessor a copy of any notice relating to Lessor's

Property that Lessee receives from any governmental authority or agency, including but not limited to municipal or county building inspectors and the fire department, regarding any alleged violation of Applicable Laws. Lessee shall promptly provide notice to Lessor of any inspections scheduled to be performed by any governmental authority or agency. If an inspection was unannounced, Lessee shall promptly provide notice to Lessor after the inspection has been performed.

(c) **Environmental Laws and Regulations.** Without limiting the generality of Subsection 9(a) above, the covenant contained in Subsection 9(a) above shall include compliance with Applicable Laws of any governmental authority relating to asbestos, suspect asbestos, lead-based paint, polychlorinated biphenyls as these terms are defined in the Toxic Substances Control Act, 15 U.S.C. Section 2601-2692, or regulations promulgated thereunder; source, special or byproduct nuclear materials, radioactive waste, high-level or low level radioactive waste, or transuranic waste as defined in the Atomic Energy Act, 42 U.S.C. Sections 2014, *et seq.*, or regulations promulgated thereunder; and any "hazardous substance" as defined by 415 ILCS 3.215; petroleum products or by-products; "hazardous waste" as defined by Section 5/3.15 of the Act (415 ILCS 5/3.15) or by 35 IAC 721.03; "hazardous material" as defined by 430 ILCS 50/2.05; "waste" as defined by 415 ILCS 5/3.435. The substances, wastes and materials, described in this paragraph are hereinafter collectively referenced herein as "Hazardous Substances." Lessee covenants and agrees that Lessee shall conduct its operations on the Premises in compliance with Applicable Laws, and further covenants that neither Lessee nor Lessee Group, shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Substances in, on, under or from the Premises. Without limiting any other indemnification obligations of Lessee contained herein, Lessee hereby agrees to protect, indemnify, defend (with counsel acceptable to Lessor) and hold harmless Lessor, its officers, directors, and agents from and against any and all losses and claims (including, without limitation, (i) reasonable attorney's fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Substances used, brought upon, transported, stored, kept, discharged, spilled, disturbed, or released by Lessee in, on, under or from the Premises.

(i) Hazardous Substances. In the event Lessee or Lessee Group or any other person brings any Hazardous Substance into, under, or onto the Premises, or performs work which generates a Hazardous Substance, Lessee and Lessee Group shall use, handle, store, generate, treat, transport and dispose off-site or all such Hazardous Substances in compliance with all applicable federal, state, and local governmental Applicable Laws regulating, relating to, or imposing liability as standards of conduct concerning such Hazardous Substance, all at Lessee's own expense.

(ii) Notice of Violation/Release. Without limiting the generality of Subsection 9(c) above, the covenant contained in Subsection 9(c) above shall include Lessee's obligation to provide Lessor with prompt written notice upon Lessee's obtaining knowledge of the existence of any Hazardous Substances on, in or under the Premises in violation of Applicable Laws and of any potential or known release or threat of release of any Hazardous Substances affecting the Premises. With that notice, Lessee shall describe the location of the Hazardous Substance, how Lessee became aware or it, and, if a release, how and when it occurred and what was and will be done by Lessee in response to it.

(d) **Lessee Repair and Maintenance; Capital Improvements.** Except as otherwise specifically provided herein, Lessee shall, at Lessee's own expense, have the following obligations with respect to the Premises and Access Areas:

(i) Regularly inspect and keep in good order, repair and condition at all times during the Term, including maintenance in a clean, sightly and healthy condition;

(ii) Subsection 9(d)(I) includes but is not limited to Lessee's obligation to collect and place waste in the dumpsters or other receptacles designated by Lessor, and Lessee's obligation to remove all waste and recyclables on a regular basis if waste and recyclables are not removed by local municipal services;

(iii) Inspect, maintain, abate and clean any asbestos, suspect asbestos, and lead-based paint, by properly trained and credentialed persons in compliance with Applicable Laws, as needed to keep the Premises and Access Areas in good order, repair and condition at all times during the Term;

(iv) Keep and maintain security alarm system and fire protection system;

(v) Perform regular pest extermination to keep the Premises free of vermin, rodents, and pests;

(vi) Promptly and adequately repair all damage as a result of Lessee's use, Lessee's moving furniture or equipment in and out, or Lessee's alterations, and replace or repair all such damaged or broken fixtures, equipment, systems and appurtenances with materials at least equal in quality and class to the original materials, subject to the approval of Lessor and within any reasonable period of time specified by Lessor.

(vii) Lessor shall be responsible for any and all capital improvements that Lessor deems necessary or desirable.

11. LESSEE'S WORK ON PREMISES; ADDITIONS; ALTERATIONS.

(a) **Consent**. Lessee shall not, without the prior written consent Lessor in each instance, make any replacements, improvements, alterations or additions, including but not limited to Capital Improvements (collectively the "Work") to the Premises. If Lessee fails to obtain Lessor's consent and Lessee proceeds with the Work notwithstanding the lack of consent, Lessee shall pay Lessor, upon written demand from Lessor, in addition to Lessor's other rights and remedies for such Default, a fee of $3,000 to compensate the Lessor for its review of such Work plus the cost of any damages incurred as a result of or arising out of Lessee's actions.

(b) **Plans, Specifications, Contractors, Permits, Etc**. If Lessor gives its consent to any Work, or in the case of Lessee Improvements Lessor's consent is deemed granted, then, prior to commencing the Lessee Improvements or other Work:

(i) Lessee shall submit to Lessor for Lessor's review and approval any construction plans and specifications and any amendments thereto showing the Lessee Improvements or other Work in reasonable detail.

(ii) Lessee shall submit to Lessor for Lessor's review and approval the names and addresses of all contractors and copies of all contracts with such contractors, and any amendments thereto.

(iii) Lessee shall submit to Lessor certificates of insurance evidencing insurance against liabilities that may occur during the performance of or otherwise arise out of the Lessee Improvements or other Work, which insurance policy shall name Lessor as an additional insured. Such insurance shall include Contractor's Risk insurance, Builder's Risk insurance and a General Contractor's Bond. Lessee shall require contractors and subcontractors performing the Lessee Improvements or other Work on the Premises to procure and maintain during the course of any work: (x) Broad Form Commercial General Liability insurance policy naming "Maria Gonzalez." as an Additional Insured and (y) Workers' Compensation/ Employer's Liability, with limits as shown in Section 14, naming both "Maria Gonzalez" and Lessee as Additional Insureds. Contractors' and subcontractors' insurance polices shall expressly state that they are primary and non-contributing with respect to any other insurance maintained by Lessor and Lessee.

(iv) Lessee shall submit to Lessor copies of all necessary permits evidencing compliance with all ordinances and regulations of the city, county and state in which the Premises is located.

(c) **Lessee Deliveries**. Within fifteen (15) days of completing the Lessee Improvements or other

Work:

(i) Lessee shall deliver "as-built" drawings of the alterations or additions, or an accurately marked record set of drawings showing the actual location of the Lessee Improvements or other Work.

(ii) Lessee shall deliver to Lessor evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials all in form reasonably satisfactory to Lessor.

(f) Indemnification of Contractor's Work. Lessee shall defend, indemnify and hold Lessor harmless from all costs, damages, liens and expenses related to the Lessee Improvements or other Work. The Lessee Improvements or other Work done by Lessee's contractors pursuant to this Section shall be done in a first-class workmanlike manner using only good grades of materials and shall comply with all insurance requirements and all Applicable Laws.

(g) Lessee understands that the Lessor will incur additional costs to observe the progress of the design and construction of the Initial Work and any other Work to determine whether any of these activities may damage or impair the structural integrity of the Premises or other property of the Lessor. Lessee understands that this shall entail significant work by the staff of the Lessor and hereby agrees to reimburse the Lessor ten percent (10%) of the cost of any Initial Work or other Work to cover those costs. Lessee understands and agrees that by performing these activities, Lessor is undertaking these activities solely for its owner benefit and not for the benefit of the Lessee or anyone else. Lessee understands and agrees that Lessor by undertaking these activities is not doing so as the contractor, architect, engineer, construction manager, construction contract administrator, project manager, representative or agent of the Lessee.

12. COVENANT AGAINST LIENS. Lessee shall not permit mechanics' or other liens to be placed upon the Premises or Lessee's leasehold interest in connection with any work or service done or purportedly done by or for the benefit of Lessee. Lessee shall give Lessor notice at least 15 days prior to the commencement of any work in or to the Premises to afford Lessor the opportunity, where applicable, to post and record notices of non-responsibility. Lessee, within 10 days of notice from Lessor, shall fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed by the applicable lien law and, if Lessee fails to do so, Lessee shall be deemed in Default under this Lease and, in addition to any other remedies available to Lessor as a result of such Default by Lessee, Lessor, at its option, may bond, insure over or otherwise discharge the lien. Lessee shall reimburse Lessor for any amount paid by Lessor, including without limitation, reasonable attorney's fees.

13. ACCESS TO PREMISES. Lessee shall allow Lessor free access to the Premises for the purpose of performing Lessor obligations, for inspecting the condition of the Premises and Lessee's performance of Lessee's obligations thereto, or for exhibiting the Premises and Lessee shall not interfere with the same; provided, however, that Lessor shall use good faith efforts to minimize interference with Lessee's use of the Premises. Lessor shall use good faith efforts to give Lessee twenty-four (24) hour notice to enter the Premises for such purposes unless it is an emergency or a regularly scheduled entry. Entry by Lessor shall not constitute a constructive eviction or entitle Lessee to an abatement or reduction of Rent.

14. INSURANCE. GENERAL 10.29.2007

During the Term of this Lease, Lessor shall carry and maintain property insurance on the Premises,

WHAT IS MANDATORY BY LAW.

and may do so with an excess insurance subject to a ~~$1,000,000.00 retention~~. Lessee shall maintain Comprehensive Business Insurance Coverage, Liability Insurance of $1,000,000.00, and Worker's Compensation Insurance.

15. WAIVERS OF SUBROGATION

(a) Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease or anyone claiming by, through or under them in connection with the Premises or Access Areas and (b) either party is then either covered in whole or in part by insurance with respect to such loss, cost, damage or expense, or required under this Lease to be so insured, then each party hereby releases the other party from any liability the other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right to subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect).

(b) ~~Lessor and~~ Lessee agree to have all fire and extended coverage and property damage insurance that is required under this Lease contain or be endorsed with a clause providing that any release from liability of or waiver of claim for recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of that policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation that insurer might have against the other party.

16. WAIVER OF CLAIMS; INDEMNIFICATION; HOLD HARMLESS

(a) All personal property situated in or on the Premises or Access Areas and belonging to or being used by Lessee shall be at the risk of Lessee or such other person only, and Lessor shall not be liable for damage thereto or theft, misappropriation or loss thereof unless caused by the wrongful acts, omissions or negligence of Lessor.

(b) To the fullest extent permitted by law, Lessee, its successors and assigns, shall indemnify, defend (with counsel acceptable to Lessor) and hold harmless Lessor, its present and future officers, employees and agents, and Lessor's interest in any property, from and against any and all claims, obligations, liens, encumbrances, demands, injuries (including without limitation damage to property and personal injury), liabilities, penalties, causes of action, and costs and expenses, including, without limitation, orders, judgments, fines, forfeitures, amounts paid in settlement, and reasonable attorney's fees proximately resulting in whole or in part from the negligent or other wrongful acts or omissions of Lessee occurring or alleged to have occurred in whole or in part in connection with Lessee's possession of the Premises or Access Areas, but expressly excluding claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses caused by the wrongful acts, omissions or negligence of Lessor.

(c) Lessee's obligations of defense, indemnification, repair, and payment shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Lessee under workmen's compensation acts, disability benefit acts or other employee benefit acts or by Lessee's insurance coverages.

(d) In the event that the applicable law prohibits enforcement of any part of this Section 16 as written, then such provision shall be modified to provide the maximum indemnification allowable under that applicable law.

17. DEFAULTS AND REMEDIES

(a) **Default by Lessee**. The occurrence of any one or more of the following events shall, upon the expiration of the applicable cure period, constitute a material default and breach of this Lease ("Default") by Lessee:

(I) Monetary Default. The failure by Lessee to make any payment of Base Rent or Additional Rent or any other payment required to be made by Lessee hereunder as and when due within five (5) days after receipt of written notice from Lessor of such failure; or

(ii) Non-monetary Default. The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee other than described in Subsection (I) above within ten (10) days after written notice from Lessor of such failure (or if such failure cannot be reasonably cured within such ten (10) day period, the failure by Lessee to commence and diligently prosecute such cure within such ten (10) days).

(b) **Lessor's Remedies**. In the event of a Default, Lessor may at any time thereafter, and without limiting Lessor in the exercise of any other right or remedy which Lessor may have by reason of such Default, exercise any one or more of the following remedies:

(i) Interest. All payments becoming due under this Lease and remaining unpaid by the 5th of each month shall bear interest at a rate equal to the lesser of (i) 7 percent (7%) per annum, or (ii) the maximum rate allowed by law.

(ii) Performance. Lessor may, but shall not be required, to cure any non-monetary Default, and Lessee shall pay Lessor the costs thereof, including Lessor's Costs (defined below), forthwith upon being billed for same. "Lessor's Costs" shall mean one hundred fifty percent (150%) of any costs or expenses paid by Lessor, in order to reimburse Lessor for all overhead, general conditions, fees and other costs and expenses arising from Lessor's actions or involvement. Lessor may enter the Premises at all reasonable times to make such repairs or replacements. Lessor will endeavor to minimize disruption to Lessee's operations.

(iii) Damages. Lessor shall have the right to recover damages arising from any Default under this Lease.

(iv) Forcible Detainer Action. In the Lessor is required to file a Forcible Detainer Action, Lessee shall be responsible for payment of Lessor's costs and reasonable attorney's fees.

18. RIGHTS AND REMEDIES CUMULATIVE; NONWAIVER

(a) The duties and obligations imposed by this Lease and the rights and remedies available hereunder shall be in addition to, and not a limitation of, the duties, obligations, rights and remedies otherwise imposed or available by law. Rights and remedies hereunder and available by law shall be cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

(b) No waiver of any provision of this Lease shall be implied by any failure of Lessor to enforce any remedy on account of the violations of such provisions, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

(c) No receipt of payment by Lessor from Lessee after the termination of this Lease shall in any way alter the length of a Term or of Lessee's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend a Term or affect any notice given Lessee prior to the receipt of such payment, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

19. DISPUTE RESOLUTION; GOVERNING LAW; JURISDICTION. In the event a dispute arises between Lessor and Lessee relating to the interpretation or enforcement of the terms and conditions of this Lease, which cannot, after reasonable diligence and efforts be resolved, then the terms and provisions of this Lease Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and any suit, action or proceeding related to this Lease shall be commenced, brought, litigated and consummated in the Courts of the State of Illinois located in the County of Cook or (as applicable) the United State District Court for the Northern district of Illinois. The Lessee waives any objection which it may have at the time to the laying of venue of any proceeding brought in any such court, waive any claim that any proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object with respect to such proceeding on the basis of jurisdiction. In the event Lessor must proceed with a forcible entry and detainer action, Lessee hereby waives its right to a trial by jury.

20. CONDEMNATION. If Lessor's Property or any portion thereof shall be taken or condemned by any competent authority (a "Taking"), or if the configuration of any street, or alley, adjacent to the Premises is changed by any competent authority and such taking or change in configuration makes it necessary or desirable to remodel or reconstruct the Premises, Lessor shall have the right, exercisable at its sole discretion, to terminate this Lease upon not less than ninety (90) days notice prior to the date of termination designated in the notice. No money or other consideration shall be payable by Lessor to Lessee if Lessor exercises this right.

21. DESTRUCTION & DAMAGE; RESTORATION

(a) **Notice.** If the Premises or any part thereof shall be damaged by fire or other casualty, Lessee shall give prompt notice thereof to Lessor.

(b) **Partial**: In the event of a fire or other casualty that renders 50% or less of the Premises unleaseable, Lessee in its sole, reasonable discretion shall have the right to terminate this Lease by giving Lessor thirty (30) days prior written notice of termination. If Lessor elects to restore the Premises, Lessor shall give Lessee notice of the same within a reasonable time. Lessor shall have no liability to Lessee by virtue of any delays in completion of such restoration. Rent, however, shall abate on such portion of the Premises as is, from time to time, untentantable as a result of such damage.

(c) **Total**: In the event of a fire or other casualty that renders 50% or more of the Premises unleaseable, either party shall have the right to terminate this Lease as of the date of such damage upon giving written notice to the other party at any time within thirty (30) days after the date of such damage.

22. SUBLETTING; ASSIGNMENT. Lessee shall **not** have the right to assign, sublet work spaces without the prior written consent of Lessor.

23. ESTOPPEL CERTIFICATES. Lessee agrees from time to time, at Lessor's request to deliver to Lessor, within ten (10) days of Lessor's request, a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and identifying the modifications); (b) the dates to which the Rent and other charges have been paid; (c) that Lessor is not in default under any provision of this Lease (or if Lessor is in default or claimed by Lessee to be in default, the nature thereof in reasonable detail); (d) no payments other than as currently due have been made (or stating those that have been made); (e) that Lessee has accepted the Premises and the condition thereof and of improvements thereto and has no claims against Lessor or any other party with respect thereto (or stating what the nature of such

claims); and (f) such other matters as may reasonably be requested by Lessor. Such certificate shall provide that any prospective purchaser, mortgagee or beneficiary may rely on such certificate.

24. TENANCY AT SUFFERANCE; HOLDOVER TENANCY.
(a) If Lessee fails to surrender all or any part of the Premises at the expiration of this Lease, occupancy of the Premises after the expiration shall be that of a tenancy at sufferance. No failure to surrender by Lessee or payment by Lessee after the termination of this Lease shall be construed to extend the Term or prevent Lessor from immediate recovery of possession of the Premises by summary proceedings or otherwise.
(b) In Lessor's sole discretion, Lessor may elect to treat Lessee's occupancy after expiration of the Lease as a holdover Lessee. If Lessor elects to treat Lessee as a holdover Lessee, Lessee shall be subject to all the terms and provisions of this Lease, a month-to-month tenancy shall have been created, and Lessee shall pay an amount (on a per month basis without reduction for partial months during the tenancy at sufferance) equal to 100% of the sum of the Rent due for the period immediately preceding the expiration.

(c) If Lessor is unable to deliver possession of the Premises to a new Lessee or to perform improvements for a new Lessee as a result of Lessee's failure to surrender upon the expiration of the Term, Lessee shall be liable for all damages that Lessor incurs including reasonable attorney's fees.

(d) Any tenancy at sufferance or month-to-month tenancy or holdover tenancy shall be subject to every term, condition, and covenant contained in this Lease Agreement.

25. NO BROKERS. Lessee warrants that it has had no dealings with any broker or agent in connection with this Lease other than Lessor. Lessee shall indemnify and hold Lessor harmless from all claims of any broker or agent claiming to have represented Lessee in connection with this Lease.

26. LESSOR'S MORTGAGE/GROUND LEASE. Lessor may have heretofore executed and delivered or may hereafter execute and deliver a mortgage or trust deed in the nature of mortgage, both sometimes hereinafter refereed to as "Mortgage," encumbering the Premises, or portion thereof or any interest therein, and may sell and lease back the underlying land on which the Premises, or portion thereof, is situated. If requested by the holder of a Mortgage ("Mortgagee") or by Lessor of any ground or underlying lease ("Ground Lessor"), Lessee will either subordinate its interest in this Lease to said Mortgage or ground lease or make such interest superior, and will execute such documentation as may be reasonably required by such Mortgagee or Ground Lessor.

27. CONDITION UPON SURRENDER OF POSSESSION. Lessee shall yield the Premises back to Lessor upon the termination of this Lease, whether such termination shall occur by expiration of the Term or in any other manner whatsoever, in good condition, ordinary wear and tear and casualty excepted (unless the casualty is the result of Lessee's acts or omissions), broom clean and free of debris. Lessee shall also satisfy the requirements of this Lease regarding utilities, additions or alterations. Lessee shall arrange with Lessor a walk-through of the Premises within ninety (90) days of the expiration or earlier termination of the Lease. This provision shall survive the termination of this Lease.

28. NOTICES. All notices, demands, consents and submissions to be made or given pursuant to this Lease shall be in writing and shall be deemed properly served if delivered by hand, or if mailed, postage prepaid, by United States certified or registered mail, return receipt requested, to the

following addresses or to such other address or addressee as either party may give to the other in writing:

Lessor: MARIA GONZALEZ
7001 W. 64th PL
CHICAGO IL. 60638

Lessee:
Heather Orozco
3242 W. Pierce Ave
Chicago, IL
60651

29. CONFIDENTIALITY. Lessee hereby agrees that, except as otherwise expressly provided herein, (I) Lessee and Lessee Group shall hold all the terms and conditions of this Lease in strict confidence, and (ii) Lessee and Lessee Group shall not disclose the terms and conditions to any third party other than its attorneys, lender(s), government funding sources, and government licensing agencies, or except as expressly authorized in writing by Lessor. Lessee shall use best efforts to ensure that any such party uses the copy of this Lease, with its terms and conditions, solely for the purpose of providing service to this Lessee and to no other Lessee. The provisions of this Section shall survive any expiration or termination of Lease and shall be binding upon Lessee's heirs, successors and assigns.

30. MISCELLANEOUS

(a) **Parties; Successors.** All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to and are intended solely for the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

(b) **Complete Agreement.** Provisions typed on this Lease and all Exhibits referenced in and attached to this Lease are hereby made a part of this Lease. This Lease embodies the entire Lease of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Lease shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

(c) **Amendments must be in Writing.** This Lease Agreement cannot be changed or provisions waived orally or by course of conduct. No modification, waiver or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor and Lessee unless in writing and signed by both parties.

(d) **Captions.** The captions of Sections and Subsections are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such Sections.

(e) **No Agency or Partnership.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture, a special relationship or any association between Lessor and Lessee, it being expressly understood and agreed that no act of the parties hereto shall be deemed to create any relationship of Lessor and Lessee other than the relationship between Lessor and Lessee.

(f) **Authority.** Lessor and Lessee, and signatories hereunder, each represent and warrant that they have the power and authority to execute and deliver this Lease and to perform all the covenants to be performed by it hereunder. The parties represent that they have participated in the preparation of this Lease and, for purposes of principles of law governing the construction of the terms of an agreement, the parties further acknowledge that they have carefully read this Lease Agreement and that they have had an opportunity to have this Lease Agreement reviewed and explained to them by an attorney of their own choosing, but have either done so or declined to do so.

(g) **Force Majeure.** If Lessor or Lessee shall be delayed, burdened in, or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to

procure materials, failure of power, restrictive governmental laws or regulations, rent restrictions, war, weather or the act, failure to act, or default of the other party, or any other reason beyond their control, the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(h) **Construction**. Except as otherwise specifically indicated, all references to Sections, Subsections and Clauses refer to Sections, Subsections and Clauses of this Lease and all references to Exhibits refer to the Exhibits attached hereto. The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import refer to this Lease as a whole and not to any particular Section or Subsection hereof. Unless expressly stated to the contrary, reference to a Section includes all of the Subsections contained therein. The terms "include" and "including" shall be construed as if followed by the phrase "without being limited to."

(i) **Times is of Essence**. Time is of the essence of this Lease and of every provision hereof.

(j) **Severability**. If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances, so long as the remainder of this Lease expresses the intent of the parties.

IN WITNESS WHEREOF, the parties hereto have cause this Lease to be duly executed as of the date first above written.

Lessor

Maria Gonzalez

MARIA GONZALEZ

Lessee
Fender Mender Collision Center, Inc.

by: Heather Orozco

HEATHER OROZCO
Its: President

19523
INTRO DATE
JAN 17, 2018

CITY OF CHICAGO

APPLICATION FOR AN AMENDMENT TO
THE CHICAGO ZONING ORDINANCE

1. ADDRESS of the property Applicant is seeking to rezone:
5742-44 West 63rd Street

2. Ward Number that property is located in: 13th

3. APPLICANT Fender Mender Collision Center, Inc.
ADDRESS 3242 West Pierce CITY Chicago
STATE IL ZIP CODE 60651 PHONE (773)544-3316
EMAIL heatherorozco611@gmail.com CONTACT PERSON Heather Orozco

4. Is the applicant the owner of the property? YES _____ NO X
If the applicant is not the owner of the property, please provide the following information regarding the owner and attach written authorization from the owner allowing the application to proceed.
OWNER Maria Gonzalez
ADDRESS 7001 West 64th Place CITY Chicago
STATE IL ZIP CODE 60638 PHONE (773)209-1125
EMAIL lakefrontrunner@aol.com CONTACT PERSON James Gonzalez

5. If the Applicant/Owner of the property has obtained a lawyer as their representative for the rezoning, please provide the following information:
ATTORNEY James O. Stola
ADDRESS 2633 North Bosworth
CITY Chicago STATE IL ZIP CODE 60614
PHONE (773)969-6570 FAX (773)681-7087 EMAIL jstola000@gmail.com

6. If the applicant is a legal entity (Corporation, LLC, Partnership, etc.) please provide the names of all owners as disclosed on the Economic Disclosure Statements.
Heather Orozco - 100% of all shares

7. On what date did the owner acquire legal title to the subject property? 04/03/1999

8. Has the present owner previously rezoned this property? If yes, when?
No

9. Present Zoning District B1-1 Proposed Zoning District C2-1

10. Lot size in square feet (or dimensions) 3,000 sq ft

11. Current Use of the property Vacant Previously used am Vehicle Repair Body Shop

12. Reason for rezoning the property to establish an Vehicle Repair Body Shop Business

13. Describe the proposed use of the property after the rezoning. Indicate the number of dwelling units; number of parking spaces; approximate square footage of any commercial space; and height of the proposed building. (BE SPECIFIC)
Vehicle Repair Body Shop Business - one story building with all 3,000 sq ft used for business with no residential units

14. The Affordable Requrements Ordinance (ARO) requires on-site affordable housing units and/or a financial contribution for residential housing projects with ten or more units that receive a zoning change which, among other triggers, increases the allowable floor area, or, for existing Planned Developments, increases the number of units (see attached fact sheet or visit www.cityofchicago.org/ARO for more information). Is this project subject to the ARO?

YES _____ NO X

COUNTY OF COOK
STATE OF ILLINOIS

HEATHER OROZCO, being first duly sworn on oath, states that all of the above statements and the statements contained in the documents submitted herewith are true and correct.

Signature of Applicant

Subscribed and Sworn to before me this 9th day of December 2017

Notary Public

OFFICIAL SEAL
JAMES O STOLA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/25/18

For Office Use Only

Date of Introduction:

File Number:

Ward:

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:

MARIA GONZALEZ

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant

OR

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

OR

3. [ ] a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

_____

B. Business address of the Disclosing Party: _____

_____

C. Telephone: _____ Email: _____

D. Name of contact person: _____

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

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

Zoning Amendment to change the City of Chicago Zoning from B1-1 to C2-1 in order to establish a Motor Vehicle Repair Shop

G. Which City agency or department is requesting this EDS? Department of Planning and Development/Zoning

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # N/A and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[X] 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:

_____

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

[ ] Yes [ ] No [ ] Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

Name Title

_____

_____

_____

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

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

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

Name	Business Address	Percentage Interest in the Applicant

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

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

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

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

_____

_____

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?
[ ] Yes [ ] No

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

_____

_____

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) **NOTE:** "hourly rate" or "t.b.d." is not an acceptable response.
James O Stola	2633 North Bosworth, Chicago, IL 60614	Attorney	$5,000.00 estimated

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

[ ] Yes [X] 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 [X] No

B. FURTHER CERTIFICATIONS

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

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

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

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:
   - the Disclosing Party;
   - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
   - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
   - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

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

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

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

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

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

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.

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

N/A

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

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

   [ ] is [X] is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

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

Name	Business Address	Nature of Financial Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

_X_1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

N/A

_____

_____

_____

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

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?
[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [X] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No [ ] Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

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

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

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

CERTIFICATION

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

MARIA GONZALEZ
(Print or type exact legal name of Disclosing Party)

By: Maria Gonzalez
(Sign here)

MARIA GONZALEZ
(Print or type name of person signing)

PROPERTY OWNER
(Print or type title of person signing)

Signed and sworn to before me on ~~(date)~~ 12/9/2017

at Cook County, IL ~~(State)~~

OFFICIAL SEAL
JAMES O STOLA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES.08/25/18

Notary Public

Commission expires: 8/25/2018

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%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

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

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

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

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

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

[ ] Yes ☑ No

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

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

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

_____

_____

_____

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:

FENDER MENDER COLLISION CENTER, INC.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant

OR

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

OR

3. [ ] a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

_____

B. Business address of the Disclosing Party: _____

C. Telephone: _____ Fax: _____ Email: _____

D. Name of contact person: _____

E. Federal Employer Identi _____

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

Zoning Amendment to change the City of Chicago Zoning from B1-1 to C2-1 in order to establish a Motor Vehicle Repair Shop

G. Which City agency or department is requesting this EDS? Department of Planning and Development/Zoning

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # N/A and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[X] 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 [X] Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

Name	Title
N/A	

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

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

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

Name	Business Address	Percentage Interest in the Applicant
HEATHER OROZCO	3242 West Pierce, Chicago, IL 60651	100%

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

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

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

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

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?
[ ] Yes [ ] No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) **NOTE:** "hourly rate" or "t.b.d." is not an acceptable response.
James O Stola	2633 North Bosworth, Chicago, IL 60614	Attorney	$5,000.00 estimated

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

[ ] Yes [X] 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 [X] No

B. FURTHER CERTIFICATIONS

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

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

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

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:
   - the Disclosing Party;
   - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
   - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
   - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

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

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

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

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

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

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.

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

N/A

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

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

   [ ] is [X] is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

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

Name	Business Address	Nature of Financial Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

____2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

N/A

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

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?
[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [X] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No [ ] Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

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

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

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

CERTIFICATION

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

FENDER MENDER COLLISION CENTER, INC.

(Print or type exact legal name of Disclosing Party)

By: Heather Orozco

(Sign here)

HETHER OROZCO

(Print or type name of person signing)

President/Secretary

(Print or type title of person signing)

Signed and sworn to before me on (date) 12/9/2017,

at Cook County, IL (state).

Notary Public

Commission expires: 8/25/2018

OFFICIAL SEAL
JAMES O STOLA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/25/18

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

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

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

[ ] Yes ☑ No

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

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

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

_____

_____

_____

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:

HEATHER OROZCO

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant

OR

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

OR

3. [ ] a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

_____

B. Business address of the Disclosing Party: _____

_____

C. Telephone: _____ Fax: _____ Email: _____

D. Name of contact person _____

E. Federal Employer Ident _____

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

Zoning Amendment to change the City of Chicago Zoning from B1-1 to C2-1 in order to establish a Motor Vehicle Repair Shop

G. Which City agency or department is requesting this EDS? Department of Planning and Development/Zoning

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # N/A and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[X] 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:

_____

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

[ ] Yes [ ] No [ ] Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

Name Title

_____

_____

_____

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

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

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

Name	Business Address	Percentage Interest in the Applicant

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

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

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

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

_____

_____

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?
[ ] Yes [ ] No

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

_____

_____

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) **NOTE:** "hourly rate" or "t.b.d." is not an acceptable response.
James O Stola	2633 North Bosworth, Chicago, IL 60614	Attorney	$5,000.00 estimated

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

[ ] Yes [X] 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 [X] No

B. FURTHER CERTIFICATIONS

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

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

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

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:
   - the Disclosing Party;
   - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
   - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
   - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

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

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

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

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

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

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.

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

N/A

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

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)
   [ ] is [X] is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

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

Name	Business Address	Nature of Financial Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

____2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

N/A

_____

_____

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

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?
[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [X] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No [ ] Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

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

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

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

CERTIFICATION

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

HEATHER OROZCO

(Print or type exact legal name of Disclosing Party)

By: Heather Orozco

(Sign here)

HETHER OROZCO

(Print or type name of person signing)

Sole Shareholder

(Print or type title of person signing)

Signed and sworn to before me on (date) 12/9/2017,

at Cook County, IL (state).

Notary Public

OFFICIAL SEAL
JAMES O STOLA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/25/18

Commission expires: 8/25/2018

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%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

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

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

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

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

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

[ ] Yes ☑ No

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

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

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

_____

_____

_____