



# City of Chicago



O2014-2414

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	4/2/2014
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Sale of City-owned property at 10729 South Champlain Ave to Chicago Neighborhood Initiatives, Inc.
<b>Committee(s) Assignment:</b>	Committee on Housing and Real Estate

HSG.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 2, 2014

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

Ladies and Gentlemen:

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

## ORDINANCE

**WHEREAS**, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and as such may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the City Council of the City ("City Council") by ordinance adopted May 20, 1992 and published in the Journal of the Proceedings of the City Council of the City of Chicago ("Journal") for such date at pages 16333 – 16335 (the "Program Ordinance"), established the Chicago Abandoned Properties Program ("CAP Program"), pursuant to which the City has acquired numerous abandoned properties either through statutory abandonment proceedings, or through the foreclosure of municipal liens, and conveyed such abandoned properties to developers for rehabilitation, and worked with such developers to successfully rehabilitate such abandoned properties; and

**WHEREAS**, the City Council, by ordinance adopted February 6, 2008 and published in the Journal for such date at pages 20654 – 20657, renamed the CAP Program the "Preserving Communities Together Program" (the "PCT Program") and expanded the acquisition authority for such program; and

**WHEREAS**, there are a substantial number of abandoned, deteriorated and dangerous buildings in the City which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings; and

**WHEREAS**, the City created the PCT Program to help abate the dangers posed by abandoned, deteriorated and dangerous buildings in the City through the acquisition and subsequent conveyance of the buildings to parties who have proposed to rehabilitate them; and

**WHEREAS**, the City is the owner of the property commonly known as 10729 S. Champlain Avenue, Chicago, Illinois, and legally described on Exhibit A hereto (the "Property"), which is improved with a single-family residence in need of substantial repair and is qualified to be included in the PCT Program; and

**WHEREAS**, Chicago Neighborhood Initiatives, Inc., an Illinois not-for-profit corporation (the "Developer"), has proposed to purchase the Property from the City and rehabilitate it for residential housing in accordance with the provisions of the PCT Program; and

**WHEREAS**, the Department of Planning and Development ("DPD") of the City has reviewed the Developer's application and has recommended that the City Council approve the conveyance of the Property to the Developer for the purpose of rehabilitating the building located thereon in accordance with the provisions of the PCT Program; now, therefore,

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

**SECTION 1.** The sale of the Property to the Developer in the amount of One Dollar (\$1.00), plus reimbursement by the Developer for any holding costs incurred by the City during

its period of ownership, unless waived by the Commissioner of DPD (the "Commissioner"), is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer. The redevelopment agreement shall require that the rehabilitated property be sold to an owner-occupant with a household income, adjusted for family size, at or below one hundred twenty percent (120%) of the area median income, as determined by DPD unless waived by the Commissioner; The Commissioner is authorized to negotiate and execute a redevelopment agreement with the Developer, and such other documents which may be required or necessary to implement the intent and objectives of the PCT Program, subject to the approval of the Corporation Counsel.

**SECTION 2.** The Mayor is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party, subject to the approval of the Corporation Counsel.

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

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

**SECTION 5.** This ordinance shall take effect upon its passage and approval.

**EXHIBIT A**  
**Legal Description**  
(subject to final title commitment and survey)

LOT 51 IN BLOCK 2 IN PULLMAN LAND ASSOCIATION ADDITION TO PULLMAN, A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ AND THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Commonly known as:** 10729 SOUTH CHAMPLAIN AVENUE  
CHICAGO, ILLINOIS 60628

**Property Index Number:** 25-15-405-012-0000

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

Elizabeth K. Whitaker  
Senior Counsel  
City of Chicago  
Department of Law, Real Estate Division  
121 North LaSalle Street, Suite 600  
Chicago, Illinois 60602  
(312) 744-1806

(the above space is for the Recorder's use)

**REDEVELOPMENT AGREEMENT  
\*PRESERVING COMMUNITIES TOGETHER PROGRAM\***

**THIS AGREEMENT** is made on or as of the \_\_\_\_ day of \_\_\_\_\_ 2014, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of local government (the "City"), by and through its Department of Planning and Development or successor department ("DPD"), having its principal offices at 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, and Chicago Neighborhood Initiatives, an Illinois not-for-profit corporation ("Developer"), having an address at 1000 East 111<sup>th</sup> Street, Chicago, Illinois 60628.

**RECITALS**

**WHEREAS**, there exists within the City a substantial number of abandoned buildings which threaten the health, safety, economic stability and welfare of the citizens of the City; and

**WHEREAS**, the City has created the Preserving Communities Together Program to facilitate the rehabilitation of abandoned buildings in the City by private parties; and

**WHEREAS**, the Developer has proposed to undertake the rehabilitation of that certain abandoned single family residence (the "Building") located on the property legally described and identified on **Exhibit A** attached hereto ("Property") under the terms and conditions stated herein;

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

**SECTION 1. INCORPORATION OF RECITALS.**

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

## **SECTION 2. PURCHASE PRICE.**

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City for the sum of One Dollar (\$1.00) ("Purchase Price") in addition to the City's transaction costs (the "City Transaction Costs") in order to compensate the City for interim holding costs and disposition costs incurred by the City with respect to the Property. The City Transaction Costs are currently \$0.00. The sum of the Purchase Price and the City Transaction Costs currently equals One and 00/100 Dollars (\$1.00). The Developer must pay all of the Purchase Price and City Transaction Costs by cashier's or certified check. **THE DOLLAR AMOUNT OF THE CITY TRANSACTION COSTS IS CURRENT AS OF March 27, 2014. THE DEVELOPER ACKNOWLEDGES THAT THE CITY TRANSACTION COSTS INCREASE ON A MONTHLY BASIS AND AGREES THAT THE CITY MAY AMEND THE DOLLAR AMOUNT OF THE CITY TRANSACTION COSTS SET FORTH IN THIS SECTION 2 IF SUCH CITY TRANSACTION COSTS INCREASE PRIOR TO THE CLOSING OF THIS AGREEMENT.**

## **SECTION 3. CONVEYANCE OF PROPERTY.**

3.1 Form of Deed. The City shall convey the Property to the Developer by quitclaim deed (the "Deed"), subject to the terms of this Agreement and the following ("Permitted Exceptions"):

- a. standard exceptions in an ALTA title insurance policy;
- b. general real estate taxes and any special assessments or other taxes not yet due and payable;
- c. all easements, encroachments, covenants and restrictions of record and not shown of record; and
- d. such other title defects.

3.2 Recording Costs. The Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the Property to the Developer.

3.3 Escrow. If the Developer requires conveyance through escrow, the Developer shall pay all escrow fees.

## **SECTION 4. TITLE, SURVEY AND REAL ESTATE TAXES**

A. Condition of Title and Real Estate Taxes. The Developer agrees to accept title to the Property subject only to those Permitted Exceptions set forth herein. The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate tax liens on the Property prior to the Closing (as defined in Section 4.D.). If the City is unable to obtain the waiver or release of any such tax liens or is unable to cause the title company (the "Title Company") to insure over such tax liens, or if the City Property is encumbered with any other

exceptions, the Developer shall have the option to do one of the following: (1) accept title to the Property subject to all exceptions and without any reduction in the Purchase Price; or (2) terminate this Agreement by delivery of written notice to the City, in which event the City will return the Developer's performance deposit and this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder.

B. Title Commitment and Insurance. The City shall provide the Developer with a title commitment for the Property evidencing the City's ownership. The Developer shall be responsible for any title insurance or endorsements it deems necessary.

C. Survey. The Developer shall be responsible for any survey it deems necessary.

D. The Closing. The closing ("Closing") shall take place at the offices of a mutually agreed upon Title Company, or at such other place as the parties mutually agree to, but not later than the later of: (i) fifteen (15) days after the City notifies the Developer that title is clear except for the Permitted Exceptions and those liens and encumbrances accruing prior to the acquisition of the Property by the City or (ii) sixty (60) days from the date of this Agreement as set forth in the preamble (the date that is the later of the dates described in D.(i) and D.(ii), the "Outside Closing Date").

**If the Developer refuses or fails to close the transaction (e.g., the Developer does not execute this Agreement or does not satisfy one or more of the conditions precedent to Closing) by the Outside Closing Date, then, unless such refusal or failure to close is due solely to a breach by the City under the terms of this Agreement, at any time following the Outside Closing Date, the City may notify the Developer in writing that (i) the City will not close on this Agreement, (ii) the City will not convey the Property to the Developer, (iii) the City will retain the Performance Deposit (as defined in Section 5, below) in addition to the City's exercising any other remedy it may have at law or in equity, and (iv) this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. Any forbearance by the City in exercising its right to not close on this Agreement or terminate this Agreement shall not be construed as a waiver of such right.**



E. Recordation of Deed. The Developer shall promptly record the Deed at the Office of the Cook County Recorder of Deeds (the "Recorder") or through an escrow agent or Title Company, and shall provide the City with a copy of the Deed stamped with the Recorder's document number evidencing such recordation. The Developer shall pay the cost of recording the Deed.

## **SECTION 5. PERFORMANCE DEPOSIT.**

A. Performance Deposit. At the Closing, the Developer shall deposit with the City as security for the performance of the Developer's obligations under this Agreement, the amount of One Thousand and No/100 Dollars (\$1000.00) ("Performance Deposit"). The Performance Deposit shall be retained by the City until the City has issued a Release of Affordability Requirements (as discussed in Section 11). The City agrees to return the Performance Deposit to the Developer promptly following the issuance of the Release of Affordability Requirements.

B. Interest. The City shall be under no obligation to pay interest on the Performance Deposit.

## **SECTION 6. SCOPE OF WORK; TIME FOR COMPLETION.**

The Developer shall correct all Building Code violations on the Building and perform the rehabilitation work. All work (including the correction of Building Code violations) shall be performed in accordance with those certain plans and specifications approved by the City and shall be completed within six (6) months following the Closing Date.

## **SECTION 7. SECURING THE PREMISES.**

Within ten (10) days after the Closing Date, the Developer shall clear the Property of all debris and secure it against unauthorized entry. The Developer shall provide the City with photographs and an affidavit evidencing the secured condition of the Property within ten (10) days after the Closing Date. It shall be the Developer's responsibility and obligation to maintain the Property in a secured condition during the rehabilitation process. The adequacy of the Property's security shall be solely determined by the City.

## **SECTION 8. FINANCING, INSURANCE AND LICENSING**

A. Financing. At least five (5) days prior to the Closing, the Developer shall provide the City with documentation showing that funds sufficient to complete the rehabilitation have been obtained. Such documentation shall include, but not be limited to, commitment letters and construction loan documents, unless the rehabilitation is being exclusively financed by the Developer's private resources. In the latter case, documentation evidencing the existence of said private resources shall be provided to the City showing that the funds necessary to complete the rehabilitation have been placed in a construction escrow account. Such evidence may be in the form of a letter of credit in the amount of the proposed project budget. The sufficiency of the documentation shall be solely determined by the City. The City reserves the right to request such additional documentation evidencing financial ability as it deems appropriate.

B. Insurance. At least fourteen (14) days prior to the Closing, the Developer shall have delivered to the City evidence of insurance reasonably acceptable to the City. The City shall be named as an additional insured on all liability insurance policies (with limits of: \$1,000,000 per occurrence; \$2,000,000 aggregate) and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date through the date the City issues the Certificate of Completion (as defined in Section 11 below). With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the Developer's policy showing the City as an additional insured.

C. Licensing. At least fourteen (14) days prior to the Closing, the Developer shall provide DPD with a copy of the Developer's Residential Real Estate Developer's License, issued by the City's Department of Business Affairs and Consumer Protection, or any successor department.

#### **SECTION 9. BUILDING PERMITS; CONSTRUCTION SCHEDULE.**

Within ninety (90) days after Closing Date, the Developer shall deliver to DPD evidence of all building permits and other final governmental approvals necessary to perform the rehabilitation work and the correction of the Building Code violations. Within said ninety (90) day period, the Developer shall also submit a detailed construction schedule to the City.

#### **SECTION 10. EXTENSIONS.**

Upon the written request of the Developer accompanied by an extension fee in the amount of Five Hundred and No/100 Dollars (\$500.00), the City may extend the deadline for providing proof of financing, applying for permits, or completing the rehabilitation. The Developer shall be entitled to only one extension. If an extension is not granted, the City agrees to refund the extension fee.

#### **SECTION 11. CERTIFICATE OF COMPLETION FOR CONSTRUCTION / RELEASE OF AFFORDABILITY REQUIREMENTS**

A. Certificate of Completion. After the Developer has corrected all Building Code violations on the Building and completed the rehabilitation of the Building, the Developer shall request in writing from the City a Certificate of Completion ("Certificate of Completion") indicating that the rehabilitation has been completed. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to secure the Property, finance the rehabilitation, apply for and acquire building permits and complete the rehabilitation, **but excluding those on-going covenants as referenced in Sections 13 and 14.** The Certificate of Completion, shall not, however, constitute evidence that the Developer has complied with any laws relating to the rehabilitation of the Building or serve as a guaranty as to the quality of construction. Upon the written request by the Developer for a Certificate of Completion, the City shall, within forty-five (45) days after receipt of such

written Developer request, provide the Developer with either the Certificate of Completion or a written statement indicating how the Developer has failed to complete the rehabilitation, and what modifications will be necessary in order to obtain the Certificate of Completion. In the event that the rehabilitation has been financed in whole or in part with funds allocated through the Preservation Financing Fund (“Financing”), the City may withhold issuing the Certificate of Completion if it determines that the Developer has failed to comply with the terms of such Financing.

B. Release of Affordability Requirements. Upon the Developer’s sale of the Property to a Qualified Resident (as defined in Section 14.A.), whose income eligibility has been approved by DPD, the City shall issue to the Developer a “Release of Affordability Requirements”, indicating that the Developer has complied with the Affordability Requirements set forth in Section 14. The Release of Affordability Requirements shall be in recordable form and shall constitute a conclusive determination of satisfaction and termination of the Affordability Requirements. The Developer shall provide DPD at least fifteen (15) days advance notice of the proposed conveyance.

## **SECTION 12. PROHIBITION AGAINST TRANSFER OF PROPERTY.**

Prior to the City’s issuance of the Release of Affordability Requirements, the Developer shall not sell, convey, or assign the Property or any part thereof or interest therein without the prior written approval of the City, except that the Developer may mortgage the Property or make a collateral assignment of a beneficial interest for the purpose of financing the rehabilitation.

## **SECTION 13. RESTRICTIONS ON USE.**

The Developer shall not discriminate upon the basis of race, color, religion, sex, gender identity, sexual orientation, military discharge, ancestry, age, parental or marital status, disability, source of income or national origin in the development, rehabilitation, sale, lease, rental, use or occupancy of the Building (or any portion thereof ) or the Property (or any portion thereof).

## **SECTION 14. AFFORDABILITY REQUIREMENTS.**

Unless waived by the Commissioner of Planning and Development, the Developer shall comply with the following “Affordability Requirements”:

A. After the Developer has received the Certificate of Completion, but not later than six (6) months following the date of the Certificate of Completion, the Developer must sell the Property to a homebuyer whose household income, on the date such homebuyer signs his/her Homebuyer Income Qualification Application (a copy of such form is attached hereto as **Exhibit B**), adjusted for family size, does not exceed one hundred twenty percent (120%) of the Chicago Primary Metropolitan Statistical Area median income (“AMI”), as determined by the United States Department of Housing and Urban Development (“HUD”) (a “Qualified Resident”). The Developer shall submit the completed Homebuyer Income Qualification Application to DPD for review and

approval. DPD must approve the homebuyer's income eligibility prior to the Developer's sale of the Property.

B. The Building must be the homebuyer's Principal Residence. "Principal residence" means an owner's primary or chief residence that the owner actually occupies on a regular basis. A "Principal residence" does not include any housing unit used as an investment property, as a recreational home or a home in which 15% or more of its total area is used for a trade or business.

C. The parties further agree that a Qualified Resident must use the Property as a Principal Residence for a period of three (3) years. This shall be a covenant running with the land binding the Developer, the initial Qualified Resident, and their successors and assigns to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenant provided in this Section 14.B shall expire three (3) years from the Property's date of sale by the Developer to the initial Qualified Resident.

D. If the Developer is unable to sell the rehabilitated Property within one (1) year following the Closing Date despite Developer's best efforts to market the Property for sale, upon written request from the Developer, the City shall may allow the Developer to rent the Property for a period not to exceed (1) year (a) to a household whose household income, adjusted for family size, does not exceed 120% of the AMI, as published by HUD (such a tenant, an "Eligible Tenant") and (b) at a rent that does not exceed the maximum affordable rent, adjusted for household size and utilities, at eighty percent (80%) AMI, for the current year as published by HUD (such rent, an "Affordable Rental Rate"). The Developer shall submit its form of tenant lease to the City for approval upon the City's request. In the event the City allows the Developer to rent the rehabilitated Property, the Developer shall maintain records relating to each tenant's income eligibility, and, upon reasonable notice, make such records available to the City for auditing, inspection, copying, abstracting and transcription.

E. Until the Developer sells the rehabilitated Property to a Qualified Resident, the City and any duly authorized representative of the City shall have access to the Property for the purpose of inspecting the Property's physical condition. Such right of inspection is in addition to, and not a limitation of, any inspection rights the City may have pursuant to applicable law.

## **SECTION 15. COVENANTS RUNNING WITH THE LAND.**

The parties agree that the covenants provided in Sections 6, 7, 8, 9, 12, 13 and 14 shall be covenants running with the land binding the Developer and its successors and assigns to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 6, 7, 8, 9 and 12 shall expire upon the City's issuance of the Certificate of Completion. Except for the covenant in Section 14(C), the covenants provided in Sections 13 and 14 shall expire upon the City's issuance of the Release of Affordability Requirements.

## **SECTION 16. EVENTS OF DEFAULT.**

Notwithstanding anything in this Agreement to the contrary, the occurrence of any one or more of the following shall constitute an "Event of Default":

- A. If at any time, any written warranty, representation or statement made by the Developer is not true and correct in any material respect.
- B. Failure of the Developer to secure the Property within the time frame prescribed in Section 7 of this Agreement.
- C. Failure of the Developer to provide proof of financing for the rehabilitation within the time frame prescribed in Section 8 of this Agreement or a material change in the Developer's ability to obtain financing or rehabilitate the Property.
- D. Failure of the Developer to apply for a building permit within the time frame prescribed in Section 9 of this Agreement.
- E. Failure of the Developer to submit a detailed construction schedule to the City within the time frame prescribed in Section 9 of this Agreement.
- F. Failure of the Developer to complete the rehabilitation of the building on the Property within the time frame prescribed in Section 6 of this Agreement.
- G. Failure of Developer to comply with the restrictions set forth in Section 14.
- H. Failure of the Developer to pay real estate taxes or assessments on the Property when due.
- I. A transfer of all or part of the Property, or all or part of the Developer's interest therein, prior to completion of the rehabilitation without the prior written consent of the City.

- J. Failure of the Developer to comply with any applicable law, statute, code, rule, executive order, decree, ordinance, regulation or requirement governing the rehabilitation of the building on the Property, including, but not limited to, those set forth in Section 20, below.
- K. Failure of the Developer to comply with the terms of any other agreement entered into with the City or any loan issued by the City or a delegate agency of the City.

**SECTION 17. RECONVEYANCE DEED; REMEDIES IN THE EVENT OF DEFAULT.**

Prior to the conveyance of the Property to the Developer, the Developer shall deliver to the City a special warranty deed for the Property in recordable form naming the City as grantee ("Reconveyance Deed"). If an Event of Default exists and the Developer has not taken adequate steps as determined by the City to cure the default within fourteen (14) days of the Developer's receipt of notice from the City that such default exists, the City may record the Reconveyance Deed, retain the Performance Deposit and exercise any and all remedies available to the City at law or in equity, including, without limitation, the right to specific performance. If the Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the Property was owned by the Developer, and shall cause the release of all liens or encumbrances placed on the Property during the period of time the Property was owned by the Developer. Upon completion of the rehabilitation as evidenced by the issuance of a Certificate of Completion, the City shall return the Reconveyance Deed to the Developer.

If an Event of Default occurs after the City has returned the Reconveyance Deed to the Developer, but prior to the City's issuance of the Release of Affordability Requirements, and the Developer has not taken adequate steps as determined by the City to cure the default within fourteen (14) days of the Developer's receipt of notice from the City that such default exists, then the City may exercise any and all remedies available to it at law or in equity, including, without limitation, the right to specific performance.

**SECTION 18. STATUS REPORTS.**

Until the Certificate of Completion is issued by the City, the Developer shall provide the City with the following information at such times as the City may reasonably request: a construction schedule; a list of lenders; a current financial statement or other evidence indicating that the Developer is still financially capable of completing the project; and a tax return. If the Developer is a corporation, the Developer shall also provide the City with evidence of the Developer's good standing with the Secretary of State and a copy of the annual statement filed

with the Secretary of State; and a current list of the Developer's officers and directors or managing body.

## **SECTION 19. CONDITION OF PROPERTY.**

The City makes no covenant, representation or warranty as to the condition of the Property, environmental or otherwise, or as to the suitability of the Property for any purpose whatsoever, including but not limited to the presence of Hazardous Materials on, in, under or related to the Property. The Developer acknowledges that the Property is being conveyed "as is", and agrees to waive any and all objections to or complaints about physical characteristics and existing conditions, including but not limited to, the presence of Hazardous Materials on, in, under or related to the Property.

The Developer agrees to indemnify, defend, and hold harmless and assumes and covenants to undertake and discharge the City, its appointed and elected officials, employees, contractors, agents, assigns, and any other persons acting on behalf of the City from any and all past, present, and future Claims and Costs arising out of: (a) any condition which now exists or may hereafter be found to exist on, in, under or related to the Property, including but not limited to, public health and safety risks and environmental contamination of the Property resulting from Hazardous Materials; (b) any violation or claim of violation of any Environmental Laws; or (c) the presence, use, manufacture, process, refinement, recycling, generation, handling, treatment, storage, disposal, abatement, release or threatened release of any Hazardous Materials.

The Developer waives, releases, acquits and forever discharges the City, its appointed and elected officials, employees, contractors, agents, assigns and any other persons acting on behalf of the City from any and all Claims and Costs, which the Developer may have or which may be imposed upon, incurred by or asserted or awarded against the Developer in the future on account of, arising out of or in connection with the presence, release or threatened release of or exposure to any Hazardous Materials on, in, under or from the Property or any violation or claim of violation of any Environmental Laws.

### Definitions

"Claims" is defined as any and all claims, demands, actions, notices, liens, suits, causes of action, complaints, demands, enforcement actions, citations, notices of violation, legal or administrative proceedings, warnings or inquiries, including but not limited to, claims for loss or damage to any property or injury to or death of any person asserted by or on behalf of any person, firm, corporation, governmental authority or other entity arising out of, resulting from or in any way connected with the condition, occupancy, use or possession of the Property or the conduct of any work done at the Property.

"Costs" means any and all costs, expenses, damages, judgments, liabilities, losses, taxes, debts, obligations, contributions, cost recovery compensation, penalties, sanctions, fines or fees (including attorney, expert, and consultant fees, and disbursements and expenses incurred in investigating, defending or prosecuting any Claim).

"Environmental Laws" means any and all local, state, and federal statutes, laws, rules, regulations, ordinances, licenses, judgments, orders, and decrees relating to public health and safety and the environment, including but not limited to, Environmental Laws relating to Hazardous Materials now existing or hereafter enacted.

"Hazardous Materials" means any and all of the following: asbestos and asbestos containing materials; urea formaldehyde foam insulation; polychlorinated biphenyls (PCBs); oil or petroleum or any fraction thereof; waste oil; flammable or explosive materials; pesticides, insecticides or rodenticides; lead-based paint; radioactive materials; special waste; medical waste; any hazardous waste, substance or material, toxic substance or regulated material including but not limited to any waste, substance, or material defined or regulated by any and all Environmental Laws; and any and all other chemicals, pollutants, contaminants, mixtures or dangerous substances, materials or wastes.

#### **SECTION 20. COMPLIANCE WITH LAWS.**

The Developer shall comply with all applicable laws, statutes, codes, rules, executive orders, decrees, ordinances, regulations and requirements now or hereafter enacted or promulgated by the United States of America, State of Illinois, County of Cook, City of Chicago and any other governmental entity or agency now or hereafter having jurisdiction over the Property, including, but not limited to, the requirements of any and all Environmental Laws (as defined in Section 19, above), and the Municipal Code of Chicago (including, but not limited to, the Building, Zoning and Fire Codes, the Disclosure of Ownership Interest in Entities Ordinance, and the anti-bribery prohibition).

#### **SECTION 21. NO RELATIONSHIP WITH DELINQUENT OWNER**

The Developer represents and warrants that neither it nor any of its employees or agents is acting on behalf of any prior owner or party who has or had an interest in, or is or was legally responsible for the payment of delinquent taxes on the Property. The Developer further represents and warrants that no benefit shall accrue by virtue of this Agreement to any party, other than itself, who has or had an interest in the Property prior to the conveyance to the Developer.

#### **SECTION 22. COLLATERAL ATTACK.**

Defense of collateral attacks against the Deed by which the City acquires title to the Property shall be the sole responsibility of the Developer.

#### **SECTION 23. INDEMNIFICATION.**

The Developer agrees, and shall cause its contractors, agents, employees and invitees to agree, to indemnify, hold harmless and defend the City and its agents from and against any and all claims, suits, costs (including reasonable attorney's fees) and damages for injury to persons or property arising out of or in connection with the above use or misuse of the Property, or the Developer's performance of, or failure to perform its obligations under this Agreement.



**SECTION 24. POLICE POWER.**

The City reserves the right to take any and all steps pursuant to its police power to preserve and protect the Property and the public.

**SECTION 25. HEADINGS.**

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

**SECTION 26. GOVERNING LAW.**

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

**SECTION 27. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties hereto and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

**SECTION 28. SUCCESSORS AND ASSIGNS.**

The terms of this Agreement shall be binding upon the City, the Developer and their respective heirs, legal representatives, successors and assigns.

**SECTION 29. SEVERABILITY.**

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

**SECTION 30. NOTICES.**

Any notice, demand or request required or permitted to be given hereunder shall be given in writing to the Developer at the address set forth above, and to the City of Chicago, Department of Planning and Development, Attn: Preserving Communities Together Program Director, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested.

Any notice, demand or request given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

### **SECTION 31. JOINT AND SEVERAL LIABILITY.**

If the Developer, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Developer is the joint and several obligation or undertaking of each such individual or other legal entity.

### **SECTION 32. ACQUISITION CONTINGENCY.**

This Agreement shall be contingent upon the City's acquisition of the Property. Neither party shall be required to perform any of its obligations under this Agreement until such acquisition has been accomplished. Furthermore, by written notice to the Developer, the City may terminate this Agreement if it does not have title to the Property within 30 days following the City's execution of the Agreement.

### **SECTION 33. BUSINESS RELATIONSHIPS.**

The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as contemplated in Section 2-156 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transaction contemplated hereby.

### **SECTION 34. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 2011-4.**

Consistent with the intent of Mayoral Executive Order No. 2011-4, compliance with the substance of which is intended by this Section 34, the Developer hereby agrees that the

Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent, the General Partner or Managing Member, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Partner or Managing Member of more than 7.5 percent, Owner, any person or entity who directly or indirectly has an ownership, beneficial or other controlling interest in Owner of more than 7.5 percent (collectively, "Controlling Owners"), spouses and domestic partners of such Controlling Owners, (collectively, all the preceding classes of persons and entities are hereinafter referred to as the "Ownership Parties") shall not make a contribution of any amount to the Mayor of the City ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between the Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

The Developer hereby agrees to require that the General Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Contractor of more than 7.5 percent, any Subcontractor, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent (collectively, "Interested Parties"), and spouses and domestic partners of such Interested Parties (collectively, all the preceding classes of persons and entities are hereinafter referred to, together with the Ownership Parties, as the "Identified Parties") shall not make a contribution of any amount to the Mayor or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while the Construction Contract or any Subcontract is executory, (iii) during the term of the Construction Contract or any Subcontract, or (iv) during any period while an extension of the Construction Contract or any Subcontract is being sought or negotiated.

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

The Developer agrees that it shall not and it shall require all other Identified Parties to not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Developer agrees that it must not and it shall require all other Identified Parties to not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4. The Developer shall impose the restrictions of this Section 34 in the Construction Contract and shall specifically require the General Contractor to impose the restrictions of this Section 34 in all Subcontracts.

The Developer agrees that a violation of, non-compliance with, misrepresentation with

respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

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

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

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

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

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
  - 1. The partners have been residing together for at least 12 months.
  - 2. The partners have common or joint ownership of a residence.
  - 3. The partners have at least two of the following arrangements:
    - a. joint ownership of a motor vehicle;
    - b. a joint credit account;
    - c. a joint checking account;
    - d. a lease for a residence identifying both domestic partners as tenants.
  - 4. Each partner identifies the other partner as a primary beneficiary in a will.

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

## **SECTION 35. WASTE ORDINANCE PROVISIONS.**

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, the

Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of the following sections of the Code (collectively, the “Waste Sections”):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Developer’s, general contractor’s or any subcontractor’s violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit the Developer, general contractor’s and its subcontractors’ duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

### **SECTION 36. SHAKMAN COMPLIANCE.**

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

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

recognize an employer-employee relationship of any kind between the City and any personnel provided by Developer.

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

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

#### **SECTION 37. PROVISIONS NOT MERGED WITH DEED.**

The provisions of this Agreement shall not be merged with the Deed, and the Deed shall not be deemed to affect or impair the provisions of this Agreement.

#### **SECTION 38. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.**

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

#### **SECTION 39. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.**

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55

and 2-56, respectively, of the Municipal Code of Chicago. The Developer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

**SECTION 40. COUNTERPARTS.**

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

**CITY OF CHICAGO**,  
an Illinois municipal corporation and home rule unit of  
local government, acting by and through its  
Department of Planning and Development

By: \_\_\_\_\_  
Andrew J. Mooney  
Commissioner

Chicago Neighborhood Initiatives, an Illinois not-for-profit  
corporation,

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



STATE OF ILLINOIS        )  
  )SS.  
COUNTY OF COOK        )

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

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

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

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
(subject to final title commitment and survey)

LOT 51 IN BLOCK 2 IN PULLMAN LAND ASSOCIATION ADDITION TO PULLMAN, A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ AND THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Commonly known as:** 10729 SOUTH CHAMPLAIN AVENUE  
CHICAGO, ILLINOIS 60628

**Property Index Number:** 25-15-405-012-0000

**EXHIBIT B**  
**SAMPLE INCOME QUALIFICATION APPLICATION**

**CITY OF CHICAGO**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
**HOME BUYER APPLICATION**

**\*\* FOR DEVELOPER / AGENT USE ONLY \*\***

Development Name (if applicable): \_\_\_\_\_ #of Units

Purchased \_\_\_\_\_

Property Address/Unit #: \_\_\_\_\_ #of Bedrooms

Part of Chicago Community Land Trust? Yes \_\_\_ No \_\_\_ Community Area \_\_\_\_\_ Ward \_\_\_\_\_

Affordable Purchase Price: \$ \_\_\_\_\_ Down Payment \$ \_\_\_\_\_

Estimated Market Value: \$ \_\_\_\_\_ Estimated Closing Date \_\_\_\_\_

First Mortgage Approval/Commitment Amount: \$ \_\_\_\_\_

Interest Rate: \_\_\_\_\_ % First Mortgage Lender: \_\_\_\_\_

Lender Contact Name/Phone: \_\_\_\_\_

**Check all that apply.**

City Program: ARO \_\_\_ ADDI \_\_\_ CITY LOTS \_\_\_ CPAN \_\_\_ NEW HOMES \_\_\_ PUBLIC SAFETY \_\_\_ HOME OPT \_\_\_

**I. APPLICANT INFORMATION (Please Print)**

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

Current Address/City/Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Social Security No: \_\_\_\_\_ Gender: Female \_\_\_ Male \_\_\_

Single \_\_\_ Married \_\_\_ Separated \_\_\_ Divorced \_\_\_

Race/Ethnicity (for statistical purposes only): Hispanic? Yes \_\_\_ No \_\_\_

White African-American Asian Amer. Ind./Alaska Native Pacific Islander Multi-Racial

**CO-APPLICANT INFORMATION**

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

Current Address/City/Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Social Security No: \_\_\_\_\_ Gender: Female \_\_\_ Male \_\_\_

Single \_\_\_ Married \_\_\_ Separated \_\_\_ Divorced \_\_\_

Race/Ethnicity (for statistical purposes only): Hispanic? Yes \_\_\_ No \_\_\_

White African-American Asian Amer. Ind./Alaska Native Pacific Islander Multi-Racial

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**II. HOUSEHOLD INFORMATION**

Total number of Household Members that will reside in the property: \_\_\_\_\_

Provide information in table below for each Household Member. Include yourself (and co-applicant) in the table.

**Household Member Date of Birth Relationship to**

**Applicant Annual Income\***

\* All household members over 18 years of age must provide proof of income (i.e. pay stubs, tax returns, affidavit of income, etc.)

**III. CURRENT HOUSING INFORMATION**

**A. APPLICANT**

Do you currently rent? YES \_\_\_\_\_ NO \_\_\_\_\_

Do you currently own your home or another property? YES \_\_\_\_\_ NO \_\_\_\_\_

**Addresses of Properties Owned**

**within Last 3 Years Estimated Market Value Total Amount of Outstanding Mortgages or Liens**

**B. CO-APPLICANT:**

Do you currently rent? YES \_\_\_\_\_ NO \_\_\_\_\_

Do you currently own your home or another property? YES \_\_\_\_\_ NO \_\_\_\_\_

**Addresses of Properties Owned**

**within Last 3 Years Estimated Market Value Total Amount of Outstanding Mortgages or Liens**

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**IV. EMPLOYMENT INFORMATION**

**APPLICANT CO-APPLICANT**

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Month/Year Employed: From: \_\_\_\_\_ To: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Annual Gross Salary: \$ \_\_\_\_\_ \$

Position Held: \_\_\_\_\_

**If employed less than three years with current employer:**

Previous Employer: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Month/Year Employed: From: \_\_\_\_\_ To: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

**V. OTHER SOURCES OF INCOME**

**APPLICANT CO-APPLICANT**

Rental Income \$ \_\_\_\_\_ per month \$ \_\_\_\_\_ per month

Social Security: \$ \_\_\_\_\_ per month \$ \_\_\_\_\_ per month

Pensions: \$ \_\_\_\_\_ per month \$ \_\_\_\_\_ per month

Interest/Dividends: \$ \_\_\_\_\_ per month \$ \_\_\_\_\_ per month

Business Income: \$ \_\_\_\_\_ per month \$ \_\_\_\_\_ per month

Unemployment: \$ \_\_\_\_\_ per month \$ \_\_\_\_\_ per month

Section 8: \$ \_\_\_\_\_ per month \$ \_\_\_\_\_ per month  
Child Support: \$ \_\_\_\_\_ per month \$ \_\_\_\_\_ per month  
Other \$ \_\_\_\_\_ per month \$ \_\_\_\_\_ per month

**VI. ASSETS**

**APPLICANT CO-APPLICANT**

Checking Account \$ \_\_\_\_\_ \$ \_\_\_\_\_

Savings Account \$ \_\_\_\_\_ \$ \_\_\_\_\_

Stocks, Bonds, Other Investments: \$ \_\_\_\_\_ \$ \_\_\_\_\_

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**TOTAL HOUSEHOLD INCOME: \$ \_\_\_\_\_ MONTHLY \$ \_\_\_\_\_**

**ANNUAL**

**VII. DEBT OWED TO THE CITY OF CHICAGO**

The City of Chicago requires past due debts, such as parking tickets or water bills, be paid in full before benefits of the home buyer program are granted.

By completing the table below, I give the Department of Community Development permission to conduct an inquiry into debt

I may owe to the City of Chicago. I understand that proof of payment will be required before the benefits of the program will be provided.

**Household Member(s) Social Security No. Driver's License No. License Plate No.**

**VIII. CERTIFICATION AND AUTHORIZATION**

*I (We) certify that the statements contained in this application for participation in and eligibility determination for a Chicago Department of Community Development home buyer program are true and accurate concerning my (our) financial condition and household size.*

*I (We) hereby authorize the Chicago Department of Community Development to discuss with my lender, developer and attorney any information relating to my (our) Purchase Agreement and Mortgage Loans, to verify employment and conduct the appropriate inquiries into my indebtedness to the City of Chicago.*

*I also certify that, if I have been qualified to receive Purchase Price Assistance, the cash assistance offered by the Chicago Department of Community Development, my household will have no more than \$5000 in assets after I have contributed towards earnest money, down payment and closing costs.*

*If I am an ADDI, CPAN or New Homes applicant, I understand that at closing the City will charge a closing fee of up to \$750 to reimburse the City for its third party closing costs.*

\_\_\_\_\_  
*Applicant's Signature Date*

\_\_\_\_\_  
*Co-Applicant's Signature Date*

\_\_\_\_\_  
*First Lender Signature (Asset Certification if applicable) Date*

**\*\*\* PUBLIC SAFETY OFFICER PROGRAM USE ONLY \*\*\***

District/Unit/Engine Company \_\_\_\_\_

Star/Badge # \_\_\_\_\_

Probationary Status Yes No (Circle one)

Commander's Name and Phone # \_\_\_\_\_

New Construction or Existing (Circle one)

**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:

Chicago Neighborhood Initiatives, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant  
OR

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

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

B. Business address of the Disclosing Party: 1000 E 111<sup>th</sup> Street  
Chicago, IL 60628

C. Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: ddoig@cnigroup.org

D. Name of contact person: David Doig

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Transfer of property located at 10729 S. Champlain from City of Chicago to Chicago Neighborhood Initiatives, Inc.

G. Which City agency or department is requesting this EDS? Department of Housing + Economic Development

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

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

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

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

Illinois

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

- Yes  No  N/A

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

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

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

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

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

Name	Title
<u>No Members</u>	<u>See attached list of Directors</u>

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





## 2013-2014 Directory

### Board of Directors

Merlon Jackson, Chair

- Pullman representative
- Senior Pastor, Christ Community Church

Bridget O'Keefe, Vice Chair

- Attorney representative – Land use, entitlement and real estate
- Partner, Daspin and Aument

Kimberlie Jackson, Secretary

- Westside representative
- Executive Director, Lawndale Christian Development Corporation

Timothy Frens, Treasurer

- Accountant representative
- Partner, Plante Moran

Darryl Jacobs, Finance Committee Member

- Attorney representative – Tax credits
- Partner, Ginsberg and Jacobs

Melinda Kelly

- Small business resource representative
- Executive Director, Chatham Business Association

Steven Kramer, Finance Committee Member

- New Markets Tax Credits representative
- Senior Vice President, Tax Credit Investments, US Bank Community Development Corporation

Robert McGhee

- Bank representative
- Vice President, Community Affairs, Citibank

Thomas McMahon

- Pullman community representative
- Captain, Chicago Police Department (Retired), Professor, Chicago State University

Craig Mizushima

- Bank representative
- SVP, Midwest Regional Manager, Community Development Lending, U.S. Bank

Willard Payton

- Englewood representative
- Senior Pastor, New Birth Church of God in Christ



Arnold Pugh, Finance Committee Member

- Roseland community representative
- Officer, Federal Reserve Bank of Chicago (Retired)

Michael Qualizza

- Real Estate/Community Developer representative
- Principal, Urban Development Fund

Christopher Smith

- Roseland/Chicago South representative
- Director, YMCA

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

Name	Business Address	Percentage Interest in the Disclosing Party
None		

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

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

Yes

No

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

---

---

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

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

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

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
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Appleby + Thorne-Thomson 626 W. Jackson Chicago, IL 60661 - Legal \$3000 (est)

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(Add sheets if necessary)

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

**SECTION V -- CERTIFICATIONS**

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

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

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

Yes

No

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

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

Yes

No

**B. FURTHER CERTIFICATIONS**

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

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

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

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

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

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

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

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

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

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

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

N/A

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

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

N/A

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

NONE

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is  is not

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

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

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

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

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

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

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

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

Yes

No

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

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

Does the Matter involve a City Property Sale?

Yes

No

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

Name	Business Address	Nature of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

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



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

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

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

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**SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS**

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

**A. CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes                       No

If "Yes," answer the three questions below:

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

Yes                       No

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

Yes                       No

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

Yes                       No

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

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

**CERTIFICATION**

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

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

By: [Signature]  
(Sign here)

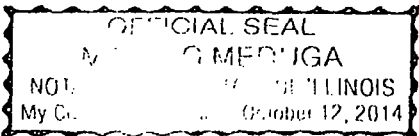
David Daig  
(Print or type name of person signing)

President  
(Print or type title of person signing)

Signed and sworn to before me on (date) January 17, 2014,  
at Cook County, IL (state).

[Signature] Notary Public.

Commission expires: October 12, 2014.



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

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

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

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

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

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

[ ] Yes

No

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

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