



# City of Chicago



O2013-9163

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	11/26/2013
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Third Amendment to Neighborhood Housing Services Agreement with Neighborhood Housing Services of Chicago, Inc. for South Chicago Redevelopment Project
<b>Committee(s) Assignment:</b>	Committee on Finance

FIN.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

November 26, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of an agreement with Neighborhood Housing Services to administer a Neighborhood Improvement Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

## **ORDINANCE**

**WHEREAS**, pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on April 12, 2000, a certain redevelopment plan and project (the "South Chicago Plan") for the South Chicago Redevelopment Project Area (the "South Chicago Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "Act"); and

**WHEREAS**, pursuant to an ordinance adopted by the City Council on April 12, 2000, the South Chicago Area was designated as a redevelopment project area pursuant to the Act; and

**WHEREAS**, pursuant to an ordinance adopted by the City Council on April 12, 2000, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain South Chicago Area redevelopment project costs (as defined in the Act) incurred pursuant to the South Chicago Plan; and

**WHEREAS**, the City, pursuant to an ordinance adopted by the City Council on June 6, 2001, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the South Chicago Area (the "South Chicago Program") and, through a predecessor department of the Department of Housing and Economic Development ("HED"), entered into an agreement ("NHS Agreement") with Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS"), which NHS Agreement, as amended, continues in full force and effect, pursuant to which NHS is performing certain administrative services for the South Chicago Program; and

**WHEREAS**, HED desires to modify the South Chicago Program to i) increase funding by an additional amount not to exceed \$500,000, and ii) enter into an additional amendment to the NHS Agreement to enable NHS to perform certain administrative services for the modified South Chicago Program (such amendment, the "Third Amended NHS Agreement"); and

**WHEREAS**, the City's obligation to provide funds under the Third Amended NHS Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the South Chicago Area, or (ii) any other funds legally available to the City for this purpose; now, therefore,

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

**SECTION 1.** The above recitals are incorporated herein and made a part hereof.

**SECTION 2.** NHS is hereby designated to continue to administer the South Chicago Program, subject to the supervision of HED.

**SECTION 3.** The Commissioner of HED (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Third Amended NHS Agreement substantially in the form attached hereto as Exhibit A and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions thereof, with such changes, deletions and insertions as shall be approved by the persons executing the amendment.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall be effective as of the date of its passage.

Exhibit A

Form of Third Amendment  
to  
NHS Agreement  
with  
Neighborhood Housing Services of Chicago, Inc.

[see attached]

Form of Third Amendment  
to  
NHS Agreement for the South Chicago Area  
with  
Neighborhood Housing Services of Chicago, Inc.

This Third Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on April 12, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the South Chicago Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the South Chicago Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the South Chicago Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "South Chicago TIF Area"; and

**WHEREAS**, the City, through HED, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the South Chicago TIF Area (the "South Chicago Program") up to a maximum of \$1,200,000 and entered into an agreement on March 5, 2002 with NHS ("Agreement") pursuant to which NHS performed certain administrative services for the South Chicago Program; and

**WHEREAS**, the City and NHS entered into a first amendment to the Agreement ("First Amendment"), which provided an additional \$300,000 to the South Chicago Program and which authorized NHS to continue to provide administrative services for the expanded South Chicago Program; and

**WHEREAS**, the City and NHS entered into a second amendment to the Agreement ("Second Amendment"), which included additional energy-efficiency, reporting and other requirements for the South Chicago Program; and

**WHEREAS**, the City now desires to further amend the Agreement, as previously amended, with NHS in order to provide an additional \$500,000 to the South Chicago Program and to authorize NHS to continue to provide administrative services under the expanded South Chicago Program ("Third Amendment"); and

**WHEREAS**, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the South Chicago TIF Area, or (ii) any other funds legally available to the City for this purpose; and

**WHEREAS**, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2013, the City has approved the execution and delivery of this Third Amendment to the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

## **ARTICLE I**

### **INCORPORATION AND RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE II**

### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

## **ARTICLE III**

### **AMENDMENTS TO AGREEMENT, AS PREVIOUSLY AMENDED**

The Agreement, as previously amended by the First Amendment and Second Amendment, is further amended as follows:

(a) Substitute the following text for the current text in ARTICLE IV, Section 4.2(a):

(a) The total amount of Program Funds shall be up to \$2,000,000. NHS shall provide written notice to the City when the aggregate amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, equals \$1,800,000 and thereafter when the amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, reaches \$2,000,000. Program Funds are deemed committed for purposes of this Section when NHS has determined the amount of Program Funds to be the subject of a Grant and sent notice of final approval of an Application pursuant to Section 4.3(e) to an Eligible Homeowner. Notwithstanding the foregoing, NHS understands and agrees that the City's obligation to provide Program Funds under this Agreement is expressly conditioned upon the availability of unencumbered incremental taxes in the Special Tax Allocation Fund for the South Chicago TIF Area. No Grants shall be made or committed to be made by NHS hereunder when such commitment would result in the aggregate amount of Grants, together with all administrative

costs related to such Grants paid to NHS pursuant to Section 6.5, exceeding the available Program Funds in such amount as the City may determine from time to time. No Grants shall be made or committed to be made by NHS hereunder after the date of receipt of the notice from the City described in Section 6.2 hereof regarding the termination of this Agreement.

(b) Substitute the following text for the current text in ARTICLE IV, Section 4.2(b):

(b) As of the date of this Agreement, the total amount of funds available hereunder for use in the South Chicago TIF Area is \$2,000,000. This amount may be changed from time to time upon written notice by HED to NHS, provided that the aggregate amount shall not exceed \$2,000,000 (or such other amount as the City may determine from time to time).

(c) Substitute "\$2,000,000" for any other occurrences of "\$1,500,000" in the Agreement.

(d) Substitute all references to the "Department of Community Development" with "Department of Housing and Economic Development" and all references to "DCD" with "HED."

Except as set forth herein, the Agreement, as previously amended, is not further amended.

#### **ARTICLE IV**

##### **OBLIGATION TO PROVIDE DOCUMENTS**

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

**IN WITNESS WHEREOF**, the City and NHS have executed this Third Amendment as of the date first set forth above.

#### **CITY OF CHICAGO**

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic Development

**NEIGHBORHOOD HOUSING SERVICES OF CHICAGO,  
INC., an Illinois not-for-profit corporation**

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

Its: \_\_\_\_\_



CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT  
Related to Contract/Amendment/Solicitation  
EDS # 49500

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting the EDS:

Neighborhood Housing Services of Chicago, Inc

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

1279 N. Milwaukee Avenue 4th Floor  
Chicago, IL 60622  
United States

C. Telephone:

773-329-4154

Fax:

773-329-4120

Email:

mchandler@nhschicago.org

D. Name of contact person:

Ms. Maya Chandler

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

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F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

TIF NIP Program

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

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

### **A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

Yes

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

### **B. DISCLOSING PARTY IS A LEGAL ENTITY:**

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Ms. Allison B. Clark  
Title: Director  
Role: Director

Officer/Director: Mr. Thomas Harazim  
Title: Director/Treasurer  
Role: Both

Officer/Director: Mr. Bruce Martin  
Title: Director  
Role: Director

Officer/Director: Mr. Allen A. Rodriguez  
Title: Director/V.P. Resource Development  
Role: Both

Officer/Director: Mr. Thurman Smith  
Title: Director  
Role: Director

Officer/Director: Ms. Betty Jo Swanson  
Title: Director/Secretary  
Role: Both

Officer/Director: Ms. Beth Witczak  
Title: Director/President  
Role: Both

Officer/Director: Ms. Vicky Arroyo  
Title: Director  
Role: Director

Officer/Director: Dr. Michael Burnside  
Title: Director  
Role: Director

Officer/Director: Craig Chico  
Title: Director

Role: Director

Officer/Director: Colleen Hernandez

Title: Director

Role: Director

Officer/Director: Eric Lindsay

Title: Director

Role: Director

Officer/Director: Mr. William Towns

Title: Director

Role: Director

Officer/Director: Mr. Robert McGhee

Title: Director

Role: Director

1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

No

### **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?

No

### **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.

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"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.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

No

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

## **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 of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

### **B. FURTHER CERTIFICATIONS**

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and

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- 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.

I certify the above to be true

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.

I certify the above to be true

3. 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).

I certify the above to be true

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

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- 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.

I certify the above to be true

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.

I certify the above to be true

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

I certify the above to be true

7. 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.

None

8. 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.

None

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

#### 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?

No

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. 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.

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.

I can make the above verification



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

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

## **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. A training program is available on line at [www.cityofchicago.org/city/en/depts/ethics.html](http://www.cityofchicago.org/city/en/depts/ethics.html), 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.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- 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

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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.

I acknowledge and consent to the above

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.

I certify the above to be true

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.

I certify the above to be true

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.

I certify the above to be true

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

This question 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 corporate officers of the Disclosing Party, 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?

No

## **ADDITIONAL INFO**

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

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NONE

List of vendor attachments uploaded by City staff

None .

List of attachments uploaded by vendor

None .

### **CERTIFICATION**

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

/s/ 11/08/2013

Ms. Maya Chandler

Contracts Compliance & Quality Control Manager

Neighborhood Housing Services of Chicago, Inc

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

CERTIFICATE OF FILING FOR  
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 49820

Certificate Printed on: 11/21/2013

Date of This Filing: 11/21/2013 02:59 PM

Original Filing Date: 11/21/2013 02:59 PM

Disclosing Party: Neighborhood Housing  
Services of Chicago, Inc

Filed by: Ms. Maya Chandler

Title: Contracts Compliance & Quality Control  
Manager

Matter: Ewing Ave & South Chicago

Applicant: Neighborhood Housing Services of  
Chicago, Inc

Specification #:

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.