



# City of Chicago



O2016-8417

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	11/16/2016
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Sale of City-owned property at 2817-2827 N Natoma Ave to Zitella Management, LLC
<b>Committee(s) Assignment:</b>	Committee on Housing and Real Estate



HSG.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

November 16, 2016

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

Ladies and Gentlemen:

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

A handwritten signature in black ink that reads "Rahm Emanuel". The signature is fluid and cursive, with the first name "Rahm" and last name "Emanuel" clearly distinguishable.

Mayor

## ORDINANCE

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

**WHEREAS**, the City is the owner of the real property commonly known as 2817-27 North Natoma Avenue, Chicago, Illinois, which is improved with a vacant one story building, and is legally described on Exhibit A attached hereto (the "Property"); and

**WHEREAS**, the City engaged the brokerage firm JLL to market the Property on the City's behalf, and pursuant to the terms of its master consulting agreement, JLL is due a two and one-half percent (2.5%) brokerage commission fee, which fee will be paid to JLL by the City; and

**WHEREAS**, public notice advertising the City's intent to sell the Property appeared in the *Chicago Sun-Times*, a newspaper of general circulation, on January 11<sup>th</sup>, 18<sup>th</sup>, and 25<sup>th</sup>, 2016 at a listing price of Six Hundred Fifty Thousand and No/100 Dollars (\$650,000), which is equal to the Property's appraised fair market value; and

**WHEREAS**, Zitella Management, LLC, an Illinois limited liability company with a principal place of business of 4970 North Harlem Avenue, Harwood Heights, Illinois 60706 (the "Grantee") submitted the only bid to purchase the Property for One Hundred Fifty Thousand and No/100 Dollars (\$150,000) (the "Purchase Price"); and

**WHEREAS**, the appraisal for the Property did not take into consideration the adverse environmental site conditions at the Property; and

**WHEREAS**, the Department of Planning and Development ("DPD") deems the Purchase Price to be the best evidence of the Property's current market value given the wide exposure of the Property to the market by a commissioned broker, that only one bidder emerged, and that the Property is known to be impacted by adverse environmental site conditions; and

**WHEREAS**, no other bids were received by the due date of February 9, 2016; and

**WHEREAS**, the City, acting by and through DPD, desires to sell the Property to the Grantee for the Purchase Price; and

**WHEREAS**, pursuant to Resolution No. 16-072-21 adopted on August 18, 2016, by the Plan Commission of the City (the "Commission"), the Commission recommended that the City, acting by and through DPD, enter into a negotiated sale with the Grantee for the purchase of the Property; and

**WHEREAS**, as conditions of the sale, the Grantee must commence redevelopment of the Property within one year of the conveyance of the Property to the Grantee, the Grantee must remediate any environmental contamination found on the Property to a standard acceptable to the City, and the Grantee must share with the City any profits from a sale of the Property that occurs prior to the redevelopment of the Property; now, therefore

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

**SECTION 1.** The above recitals are expressly incorporated in and made part of this ordinance as though fully set forth herein.

**SECTION 2.** The City Council of the City hereby approves the sale of the Property to the Grantee for the Purchase Price. The approval is expressly conditioned upon the City entering into a purchase agreement with the Grantee (the "Purchase Agreement") substantially in the form attached hereto as Exhibit B. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Purchase Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Purchase Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Purchase Agreement.

**SECTION 3.** The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, one or more quitclaim deed(s) conveying the Property to the Grantee.

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

**SECTION 6.** This ordinance shall take effect upon its passage and approval.

## **EXHIBIT A**

**Purchaser:** Zitella Management, LLC  
**Purchaser's Address:** 4970 North Harlem Avenue, Harwood Heights, IL 60706

**Purchase Amount:** \$150,000

**Appraised Value:** \$650,000

**Legal Description (Subject to Title Commitment and Survey):**

Lot 132 in First Addition to Montclare Gardens, Being a Subdivision of the West ½ of the Northeast ¼ (Except that Part Taken for Railroad) of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

**Address:** 2817-27 North Natoma Avenue  
Chicago, Illinois 60634

**Property Index Number:** 13-30-227-004-0000

**EXHIBIT B**

**Purchase Agreement**

[Attached]

## **REAL ESTATE PURCHASE AND SALE AGREEMENT – 2817-27 N NATOMA**

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) is entered into by and between **ZITELLA MANAGEMENT, LLC**, an Illinois limited liability company with a principal business address at 4970 North Harlem Avenue, Harwood Heights, Illinois 60706 (“**Buyer**”), and the **CITY OF CHICAGO**, a municipal corporation and home rule unit of government, having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 (“**City**”), acting by and through its Department of Planning and Development (together with any successor department thereto, the “**Department**”), on or as of \_\_\_\_\_, 2016 (the “**Effective Date**”).

**Section 1. The Property.** The “**Property**” as referred to in this Agreement consists of the real property legally described on Exhibit A attached hereto, which is improved with a vacant one story building (the “**Building**”). The Buyer plans to develop a multi-unit residential project at the Property (the “**Project**”).

**Section 2. Purchase Price.** The purchase price for the Property is One Hundred Fifty Thousand and No/100 Dollars (\$150,000) (the “**Purchase Price**”).

**Section 3. Earnest Money.** Buyer has delivered an earnest money deposit in the amount of Fifteen Thousand and No/100 Dollars (\$15,000) to City (the “**Earnest Money**”). Except as otherwise provided under this Agreement, the Earnest Money shall be non-refundable and shall be applied to the Purchase Price at the Closing (as defined below). The City shall not pay interest on the Earnest Money.

**Section 4. Closing.** The closing of the conveyance of the Property from the City to the Buyer (the “**Closing**”) shall occur on a date and at a time reasonably determined by the City and Buyer within thirty (30) days following the later of (i) the publication of the ordinance authorizing the City’s sale of the Property to the Buyer, or (ii) the satisfaction of the closing conditions in Section 15, unless the Commissioner of the Department on behalf of City, in his sole discretion, extends such outside date (the date on which the Closing occurs, the “**Closing Date**”). The Closing shall occur at the downtown offices of Proper Title Company, 180 N. LaSalle Street, Suite 1920, Chicago, Illinois 60601 (the “**Title Company**”). All closing, recording, escrow and title costs and fees shall be paid by Buyer.

**Section 5. Default.** With respect to a default prior to the Closing: If either party shall default in any of their respective obligations under this Agreement, the defaulting party shall have thirty (30) days after written notice from the non-defaulting party to cure such default, or such longer period as shall be reasonably necessary to cure such default, provided the defaulting party promptly commences such cure and thereafter diligently pursues such cure to completion, but in no event longer than an additional thirty (30) day period. If the default is not cured by the end of such cure period, the non-defaulting party may terminate this Agreement. In the case of any material default by Buyer, the Earnest Money shall be promptly forfeited to City as City’s sole and exclusive remedy. In the case of any material default by City, Buyer’s sole and exclusive remedy is termination of this Agreement and return of the Earnest Money to Buyer.



**Section 6. Payments at Closing.** The Buyer shall wire transfer the balance of the Purchase Price to the Title Company at the Closing. The Buyer shall cause to be paid to the City, either directly to City or through the Title Company, by one or more cashier's checks or certified checks made payable to "City of Chicago", the balance of the Purchase Price in the total amount of One Hundred Thirty Five Thousand and No/100 Dollars (\$135,000).

**Section 7. Prorations and Real Estate Taxes.** The Property currently is exempt from real estate taxes. There shall be no prorations of real estate taxes or liens. Following the Closing, the Buyer shall take such actions as are necessary to put the Property on the tax rolls, including issuing a notification of the sale with the new tax address to the Cook County Assessor's Office.

**Section 8. Transfer Taxes.** The transaction contemplated by this Agreement is exempt from transfer taxes as a transfer from a governmental body.

**Section 9. Deed and Closing Documents.**

(a) At the Closing, City shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable quit claim deed (the "**Deed**"). The Deed shall contain the covenants running with the land described in Sections 16, 17, and 18 of this Agreement.

(b) At the Closing, the City shall deliver to the Buyer all necessary state, county and municipal real estate transfer declarations (i.e. MyDec), and a full payment certificate from the water department showing a zero balance.

(c) The Closing shall be closed pursuant to a so called "New York style" closing and money escrow with the Title Company, at Buyer's sole cost and expense; provided, however, that the City shall only provide those transfer documents typically provided by the City to the Title Company (but expressly excluding any "gap" undertakings, title indemnities and similar liabilities).

(d) At or prior to the Closing, Buyer shall deliver all documents and instruments, each executed and acknowledged (where appropriate) by Buyer, which City may reasonably determine are necessary to evidence the authority of Buyer to enter into and perform this Agreement. In addition, the Buyer, and any entity with an interest in Buyer that is required to submit an Economic Disclosure Statement and Affidavit ("EDS"), shall each provide an EDS (or a recertification to an EDS previously accepted by the City) executed and notarized on the Closing Date, and acceptable to the City. The Buyer must be qualified to do business with the City (including but not limited to satisfaction of all anti-scofflaw requirements).

**Section 10. As-Is Sale.**

(a) City shall grant Buyer a right of entry, in the City's customary form and subject to City's receipt from Buyer of required documentation (e.g., evidence of insurance and an Economic Disclosure Statement and Affidavit that is current as of the date of the right of entry), in order for to Buyer to perform or cause to be performed any structural, physical and environmental inspections of the Property as Buyer deems necessary; provided, however, City shall have the right to review and approve the scope of work for any environmental testing, including a Phase I and Phase II.

(b) Subject to the City having granted Buyer a right of entry, Buyer acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental condition and risks of the Property and accepts the risk that any inspection may not disclose all material matters affecting the Property. Notwithstanding anything to the contrary contained in this Agreement, it is expressly understood and agreed that Buyer is buying the Property in its "as is" and "where is" condition as of the time of the Closing, and with all faults and defects, latent or otherwise, and that City has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to Buyer, with respect to the physical, structural or environmental condition or value of the Property, its compliance with any statute, ordinance or regulation, or its habitability, suitability, merchantability or fitness for any purpose whatsoever. Buyer acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. Buyer agrees that it is Buyer's sole responsibility and obligation to perform any work and take such other action as is necessary to put the Property in a condition that is suitable for its intended use.

(c) Buyer acknowledges that City is not liable for, or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Property made or furnished by any real estate agent, broker, employee, or other person representing or purporting to represent the City, including, without limitation, with respect to the physical condition, size, zoning, income potential, expenses or operation thereof, the uses that can be made of the same or in any manner or thing with respect thereof.

(d) Buyer, on behalf of itself and its successors and assigns, and their respective officers, directors, employees, members, managers, agents and representatives, expressly releases, renounces and waives any claims or causes of action it may have against City, its officials, agents and employees, under any existing or future theory of law (federal, state or local, or by common law), whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing, based upon, arising out of or in any way connected with, directly or indirectly, the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of hazardous or toxic materials, substances, wastes or other environmentally regulated substances, or other contaminants or pollutants in, on, under or about the Property, and shall undertake and discharge all liabilities (including, without limitation, claims arising under CERCLA) of the City arising from any structural, physical or environmental condition that existed on the Property prior to the Closing.

**Section 11. City Representations and Warranties.** City represents and warrants to Buyer on the Effective Date, which representations and warranties shall be deemed to be remade as of the Closing and shall survive the Closing for a period of one (1) year, as follows:

(a) City is authorized to enter into this Agreement and consummate the transaction contemplated by this Agreement, and the person signing this Agreement on behalf of the City has the authority to do so.

(b) After the Effective Date, City shall not enter into any new leases, license agreements or other contracts with respect to the Property that will survive the Closing without the prior written consent of Buyer, and to the City's actual knowledge, there are currently no leases, licenses, contracts or similar agreement affecting the Property which will not be terminated effective on or before the Closing Date.

When used in this Section, the term "to the City's actual knowledge" shall mean the actual knowledge of Robert Wolf and/or Stephen Stults.

**Section 12. Buyer Representations and Warranties.** Buyer represents and warrants to the City on the Effective Date, which representations and warranties shall be deemed to be remade as of the Closing and shall survive the Closing for a period of one (1) year, as follows:

(a) Buyer is a limited liability company duly organized under the laws of the State of Illinois and validly existing and in good standing under the laws of the State of Illinois with full power and authority to execute, deliver and perform this Agreement. The person signing this Agreement on behalf of Buyer has the authority to do so.

(b) All certifications and statements contained in the EDS (or EDSs) last submitted to the City by Buyer (and any legal entity holding an interest in Buyer) are true, accurate and complete.

(c) Buyer's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under Buyer's by-laws or operating agreement, as applicable, or any agreement to which Buyer, or any party affiliated with Buyer, is a party or by which Buyer or the Property is bound.

(d) To the best of Buyer's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against Buyer, or any party affiliated with Buyer, and Buyer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of Buyer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of Buyer.

**Section 13. Possession; Condition of Property at Closing.** City agrees to surrender possession of the Property at the Closing. Notwithstanding anything to the contrary contained in this Agreement, City shall have no obligation in the event of casualty or other loss or destruction to restore the Property to its prior condition.

**Section 14. Title.**

(a) Buyer has obtained, and given City a copy of, a current title commitment for the Property issued by the Title Company. The Buyer shall pay the cost of, and shall be responsible for, obtaining on the Closing Date, any title insurance, extended coverage and any endorsements it deems necessary. The City agrees to provide the Title Company with a completed ALTA owner's statement, and other transfer documents typically required by the Title Company and

typically provided by the City (but expressly excluding, however, “gap” undertakings, title indemnities and similar liabilities) at or prior to the Closing.

(b) The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate taxes or tax liens on the Property prior to the Closing Date, to the extent such taxes or tax liens can be waived or released through submission of an abatement letter to the Cook County Treasurer, a motion to vacate a tax sale, or a petition for exemption. If, after using such reasonable efforts, the City is unable to obtain the waiver or release of any such tax liens or is unable to cause the Title Company to insure over such tax liens, or if the Property is encumbered with any other exceptions that would adversely affect the use and insurability of the Property for the development of the Project, the Buyer shall have the option to do one of the following: (1) accept title to the Property subject to the exceptions, without 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 Earnest Money to the Buyer 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. If the Buyer elects not to terminate this Agreement as aforesaid, the Buyer agrees to accept title subject to all exceptions that were not waived or released.

**Section 15. Conditions to Closing.** The obligation of the City to close on the conveyance of the Property to the Buyer is contingent upon the satisfaction of each of the following items, unless waived in writing by the Commissioner of the Department, in the Commissioner’s sole and absolute discretion. The Buyer shall have six (6) months from the passage of the ordinance authorizing the sale of the Property to satisfy the conditions to closing in this Section 15. If the Buyer does not satisfy the conditions within that period, the City may either (i) terminate this Agreement by delivery of written notice to the Buyer, in which event the City will return the Earnest Money to the Buyer and this Agreement shall be null and void, and neither party shall have any further right, duty or obligation hereunder, or (ii) City may extend such completion date for the conditions to closing in its sole discretion.

(a) Permits. The Buyer shall apply for and obtain all necessary building permits and other approvals necessary for the Project.

(b) Zoning. The Buyer shall re-zone the Property to RT-4.

(c) Financing. The Buyer shall submit to the Department for approval: (1) a final budget for the Project; and (2) evidence of funds adequate to construct the Project, as shall be acceptable to the Department, in its sole discretion.

(d) Drawings. The Buyer shall provide the City’s Department of Fleet and Facility Management (“**DFFM**”) with all applicable drawings, construction plans, and environmental testing reports to demonstrate that the Property is suitable for the Project. DFFM shall have the right to review, modify, and approve the sufficiency of the drawings, plans and reports for the development of the Project.

(e) Phase I. The Buyer shall provide the City with a Phase I Environmental Assessment (“**Phase I**”) of the Property completed within 180 days prior to the Closing Date and

conducted in conformance with ASTM E 1527-13. DFFM shall have the right to review and approve the sufficiency of the Phase I report for the Property.

(f) Hazardous Materials Building Survey. The Buyer shall provide the City with a hazardous materials survey for the Building. DFFM shall have the right to review and approve the sufficiency of the hazardous materials survey for the Building.

(g) Additional Tests. Upon DFFM's request, the Buyer shall perform additional tests for the purpose of determining whether any environmental or health risks would be associated with the development of the Project on the Property, including, without limitation, updating or expanding the Phase I report(s) and performing initial or additional Environmental Site Assessment(s) (collectively, the "**Reports**"). The environmental consultant must provide a reliance letter naming the City of Chicago as an authorized user of the Reports.

(h) Phase II. If the Phase I identifies recognized environmental conditions, the Buyer shall perform a Phase II Environmental Assessment ("**Phase II**") including sampling sufficient to determine whether the Property needs to be included in the Site Remediation Program administered by the Illinois Environmental Protection Agency. DFFM shall have the right to review and approve to the sampling plan and results, and any site investigation reports prepared in connection therewith.

#### **Section 16. Environmental Requirements.**

(a) If, in the opinion of DFFM based upon the Phase I and Phase II reports provided by Buyer prior to Closing, an environmental condition exists on the Property that requires environmental remediation, including any exceedance of Illinois Environmental Protection Agency's ("**IEPA**") Tiered Approach to Corrective Action Objectives ("**TACO**") Tier 1 residential criteria, then the Buyer shall enroll the Property into the IEPA Site Remediation Program ("**SRP**") and take all necessary and proper steps to obtain a draft comprehensive residential No Further Remediation Letter ("**Draft Residential NFR Letter**"). After DFFM approves the Draft Residential NFR Letter, the Buyer covenants and agrees to complete all investigation, removal, response, disposal, remediation and other activities ("**Remediation Work**") necessary to obtain (as applicable) a final comprehensive No Further Remediation Letter from the IEPA approving the use of the Property for residential use, based on the Draft Residential NFR Letter ("**Final Residential NFR Letter**"). The Final Residential NFR Letter may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA. DFFM shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report (collectively, the "**SRP Documents**"), the Draft Residential NFR Letter and the Final Residential NFR Letter and any changes thereto.

(b) If, in the opinion of DFFM based upon the hazardous materials survey provided by Buyer prior to Closing, an environmental condition exists in the Building that requires abatement, then Buyer shall implement an abatement plan, and Buyer's final plans, drawings and specifications for the Project must be consistent with such abatement plan. DFFM shall have the

right to review and approve the sufficiency of the abatement plan for the Building. After DFFM approves the abatement plan, the Buyer covenants and agrees to complete all investigation, removal, response, disposal, remediation and other activities (“**Abatement Work**”) necessary to complete and comply with the abatement plan.

(c) The Buyer shall cooperate and consult with the City at all relevant times (and in all cases upon the City’s request) with respect to environmental matters. The Buyer shall promptly transmit to the City copies of all final environmental studies, reports, field data, correspondence with any environmental agency and similar documents prepared by or for the Buyer (or otherwise obtained by the Buyer) regarding the environmental condition of the Property, prepared or received after the date hereof, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies with respect to the Remediation Work or the Abatement Work.

(d) The Buyer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Residential NFR Letter, the Abatement Work, and the costs of any other investigative and cleanup costs associated with the Property.

(e) The Buyer shall complete the Project in accordance with the drawings and construction plans approved by DFFM. Upon the completion of the Project, which includes completion of the environmental requirements in this Section 16, the Buyer shall request from DFFM a Certificate of Compliance (the “**Certificate of Compliance**”). Within forty-five (45) days thereof, DFFM shall provide the Buyer with either the Certificate of Compliance or a written statement indicating in adequate detail how the Buyer has failed to complete the Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole reasonable opinion of DFFM, for the Buyer to take or perform in order to obtain the Certificate of Compliance. The Certificate of Compliance shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of this covenant with respect to the Buyer’s obligation to complete the Remediation Work and the Abatement Work. The Developer acknowledges and agrees that the City will not issue a certificate of occupancy for the Property until the IEPA has issued, and the City has approved, a Final Residential NFR Letter for the Property, if a Final NFR Letter was required for the Property by the terms of this Agreement.

(f) If Buyer fails to complete the Remediation Work, fails to complete the Abatement Work, or fails to obtain a Certificate of Compliance in connection with development of the Project, the City shall deliver written notice of such default, after which the Buyer shall have a 45-day cure period to remedy such default. If the default is not capable of being cured within the 45-day period, then provided the Buyer has commenced to cure the default and is diligently proceeding to cure the default within the 45-day period, and thereafter diligently prosecutes such cure through to completion, then the 45-day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, the right to buy back the Property at Ninety percent (90%) of the Purchase Price. The Buyer shall pay City’s legal fees incurred in enforcing Buyer’s obligations under this Section 16.

## **Section 17. Transfer of Property.**

(a) For purposes of this Section 17:

(i) **“Buyer Costs”** means all reasonable costs and expenses incurred and paid by Buyer in connection with acquiring the Property and developing the Project, limited to professional fees (such as architectural, engineering, environmental and legal), development expenses, permit fees, financing and equity costs, interest expense, carry costs, insurance, property maintenance costs and property taxes, land acquisition costs and expenses (including the Purchase Price), hard and soft construction costs, environmental remediation costs and expenses and building commissioning costs.

(ii) **“Gross Resale Price”** means the gross price at which the Buyer offers to sell and a purchaser agrees to pay to purchase all or a portion of the Property, or the appraised market value of the Property, whichever is greater, without any set-offs or credits.

(iii) **“Proposed Property Sale”** means the Buyer’s sale of all or a portion of the Property (i.e., the land, the air rights or both the land and air rights) to a third party that occurs within five (5) years following the Closing Date, where less than Three Hundred Fifty Thousand Dollars (\$350,000) in hard construction costs have been expended in connection with the Project. A Proposed Property Sale does not include the sale or transfer of the Property to an entity that is eligible to do business with the City and that is directly owned and controlled one hundred percent (100%) by Sam Zitella.

(b) In the event of a Proposed Property Sale: If the Gross Resale Price is greater than the Buyer Costs, then the Buyer shall pay to the City, immediately following Buyer’s sale of the Property, an amount equal to ninety percent (90%) of the difference between the Gross Resale Price and the Buyer Costs.

(c) In the event of a Proposed Property Sale, Buyer shall provide the City copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including but not limited to anti-scofflaw requirement).

## **Section 18. Performance Milestones.**

(a) Not later than twelve (12) months following the Closing Date, Buyer must commence construction of the Project, and provide notice thereof to the City. For purposes of this Section 18(a), “commence construction of the Project” means actual physical commencement of construction, including the removal of existing structures on the Property as required for the Project. A Final NFR letter is not necessary to commence construction.

(b) If Buyer defaults on Section 18(a) above, the City shall deliver written notice of such default, after which the Buyer shall have a 45-day cure period to remedy such default. If the default is not capable of being cured within the 45-day period, then provided the Buyer has commenced to cure the default and is diligently proceeding to cure the default within the 45-day

period, and thereafter diligently prosecutes such cure through to completion, then the 45-day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, the right to buy back the Property at Ninety percent (90%) of the Purchase Price. The Buyer shall pay City's legal fees incurred in enforcing Buyer's obligations under this Section 18.

**Section 19. Covenants Running with the Land.** The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 16, 17 and 18 will be covenants running with the land, binding on the Buyer 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.

**Section 20. Brokerage Commissions.** City and Buyer represent and warrant to each other that, other than to JLL, there are no real estate sales or brokerage commissions or like commissions that are or may be due in connection with this transaction. The fees of JLL shall be paid by City pursuant to a separate agreement. Each party shall indemnify, defend (with legal counsel reasonably acceptable to the other party) and hold harmless the other party for, from and against any claims by third parties made by or through the acts of such party, for real estate or brokerage commissions, or a finder's fee, in connection with the transactions provided herein, and all costs and expenses incurred by the other party in connection therewith including, but not limited to, reasonable attorneys' fees.

**Section 21. Days and Time.** Any reference in this Agreement to a "day" or "days" shall mean a calendar day or days, and not a business day or days, unless the provision expressly refers to a "business" day or day. In the event that a day or date or the last day of a period provided for or referred to in this Agreement shall fall on a Saturday, Sunday or legal holiday in the City of Chicago, then such day or date or the last day of such period shall be automatically extended to the next day which is not a Saturday, Sunday or legal holiday in the City of Chicago. If the term "business day" is used in this Agreement, such term means any day which is not a weekend or legal holiday in the City of Chicago.

**Section 22. Time of Essence.** Time is of the essence of this Agreement and of each and every provision hereof.

**Section 23. Notices.** All notices and other communications provided for in this Agreement ("Notices") shall be in writing. A Notice may be given by a party to this Agreement or by a party's attorney. The "Notice Addresses" of the parties for purposes of this Agreement are the respective addresses set forth on the signature page of this Agreement. A Notice to a party shall be effective when delivered during normal business hours to such party's Notice Address by any means, including, without limitation, personal delivery by the party giving the Notice, delivery by United States regular, certified or registered mail, delivery by a commercial courier or delivery service or delivery by facsimile or other electronic transmission. If delivery of a Notice is refused, it shall be deemed to have been delivered at the time of such refusal of delivery. The party giving a Notice shall have the burden of establishing the fact and date of delivery or refusal of delivery of a Notice.



**Section 24. Entire Agreement; No Reliance.** This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements and understandings of the parties. Each party acknowledges that it is executing this Agreement without relying on any statements, representations or warranties, either oral or written, that are not expressly set forth herein.

**Section 25. Assignability.** Buyer may not assign its rights under this Agreement without the consent of City, which consent may be given or withheld by City in its sole discretion.

**Section 26. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 27. Modifications and Amendments.** This Agreement may be modified or amended only by a written instrument signed by the party sought to be bound by such modification or amendment.

**Section 28. Counterparts; Electronic Signatures.** This Agreement and any modification or amendment to this Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document. Receipt of an executed signature page to this Agreement or any modification or amendment of this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

**Section 29. Governing Law.** This Agreement shall be governed by the law of the State of Illinois, without regard to its choice of law principles.

**Section 30. City's Representatives Not Individually Liable.** No agent, official or employee of the City shall be personally liable to Buyer, or any successor in interest to Buyer, in the event of any default or breach by the City under the terms of this Agreement.

**Section 31. Conflict of Interest.** Buyer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in Buyer, this Agreement, the Property or the intended use of the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested.

**Section 30. Business Relationships** Buyer acknowledges (1) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (2) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "**Business Relationship**" (as described in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (3) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b)

by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Buyer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

**Section 31. Patriot Act Certification.** Buyer represents and warrants that neither Buyer nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

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

**Section 32. Mayoral Executive Order 2011-4.** Buyer acknowledges receipt of Mayoral Executive Order No. 2011-4 and agrees to comply with the terms of Mayoral Executive Order No. 2011-4.

**Section 33. Failure to Maintain Eligibility to do Business with the City.** Failure by Buyer 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. Buyer shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

**Section 34. Inspector General and Legislative Inspector General.** It is the duty of every officer, employee, department, agency, contractor, subcontractor, Buyer 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. Buyer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

**Section 35. 2014 City Hiring Plan.**

(a) The City is subject to the June 16, 2014 “City of Chicago Hiring Plan” (as amended, the “**2014 City Hiring Plan**”) entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of

Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

(c) Buyer 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 Buyer by a City employee or City official in violation of subparagraph (b) above, or advocating a violation of subparagraph (c) above, Buyer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "**OIG**"), and also to the head of the relevant City Department utilizing services provided under this Agreement. Buyer will also cooperate with any inquiries by the OIG.

**Section 36. No Merger.** The terms of this Agreement shall not be merged with any deed conveying the Property, and the delivery of any such deed shall not be deemed to affect or impair the terms of this Agreement.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

**Buyer:**

**ZITELLA MANAGEMENT, LLC**  
an Illinois limited liability company

By: \_\_\_\_\_  
Printed Name: Sam Zitella  
Title: Manager  
Date: \_\_\_\_\_

Address:  
Zitella Management, LLC  
Attn: Sam Zitella  
4970 North Harlem Avenue  
Harwood Heights, Illinois 60706  
Fax # \_\_\_\_\_

Copy to:  
Leon C. Wexler  
Attorney at Law  
526 W. Barry Avenue  
Chicago, Illinois 60657  
312-236-3399  
Fax 312-236-0107

**City:**

**CITY OF CHICAGO,**  
an Illinois municipal corporation

By: \_\_\_\_\_  
Printed Name: David L. Reifman  
Title: Commissioner, Department of Planning  
and Development  
Date: \_\_\_\_\_

Address:  
Department of Planning and Development  
Attn: Commissioner, Re: 2817 N Natoma  
121 N. LaSalle Street, Room 1000  
Chicago, IL 60602  
Fax 312-744-5892

Copy to:  
City of Chicago Department of law  
Real Estate Division  
Attn: Deputy, Re: 2817 N Natoma  
121 N LaSalle Street, Suite 600  
Chicago, Illinois 60602  
Fax 312-742-0277

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOT 132 IN FIRST ADDITION TO MONTCLARE GARDENS, BEING A SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ (EXCEPT THAT PART TAKEN FOR RAILROAD) OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2817-27 NORTH NATOMA AVENUE  
CHICAGO, ILLINOIS 60634

PROPERTY INDEX NUMBER: 13-30-227-004-0000

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:

Zitella Management LLC

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

D. Name of contact person: \_\_\_\_\_

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

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):

Purchase of City Property  
Living Center at 2817 N. Natoma Ave, Chicago

G. Which City agency or department is requesting this EDS? Dept. of Planning + Development

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

Specification # N/A and Contract # N/A

## 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 checked="" 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 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 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.

IL

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>Sam Titella</u>	<u>Manager</u>

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
Sam Zitella	4970 N Harlem, Harwood Hts, IL 60631	100%

### 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):

N/A

### 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.
Kupiec & Assoc.	77 W. Washington # 1801 Chgo IL 60602	Attorneys	\$12,000 (estimated)
Leon Wexler	526 W. Barry Chgo IL 60657	Attorney	\$1,000

(Add sheets if necessary)

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

## SECTION V – CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

### B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

N/A

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

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

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.

N/A

#### 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):

N/A

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

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

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

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

Name

Business Address

Nature of Interest

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

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

##### A. CERTIFICATION REGARDING LOBBYING

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

---

---

## 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 online 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.

Titella Management, LLC  
(Print or type name of Disclosing Party)

By: [Signature]  
(Sign here)

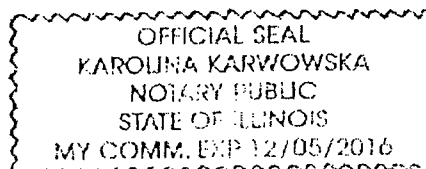
Sam Titella  
(Print or type name of person signing)

Manager + Sole Member  
(Print or type title of person signing)

Signed and sworn to before me on (date) July 26, 2016  
at Cook County, Illinois (State).

Karolina Karwowska Notary Public.

Commission expires: 12/05/2016



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

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

☐ Not Applicable

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

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

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

### RECERTIFICATION

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

This recertification is being submitted in connection with Purchase of City Property at 2817 N Natoma  
[identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Titella Management LLC  
(Print or type legal name of Disclosing Party)

Date: 11/10/16

By:

[Signature]  
(sign here)

Print or type name of signatory:

Sam Titella

Title of signatory:

President

Signed and sworn to before me on [date] 11/10/2016, by  
KAROLINA KARWOWSKA at Cook County, Illinois [state].

Karolina Karwowska Notary Public.

Commission expires: 12/05/2016

