



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
Room 107  
Chicago, IL 60602  
www.chicityclerk.com

## Legislation Details (With Text)

**File #:** O2013-7870  
**Type:** Ordinance                      **Status:** Passed  
**File created:** 10/16/2013              **In control:** City Council  
**Final action:** 11/13/2013  
**Title:** Amendment of redevelopment agreement with Hellenic Museum  
**Sponsors:** Emanuel, Rahm  
**Indexes:** Redevelopment  
**Attachments:** 1. O2013-7870.pdf

Date	Ver.	Action By	Action	Result
11/18/2013	1	City Council	Signed by Mayor	
11/13/2013	1	City Council	Passed	Pass
11/12/2013	1	Committee on Finance	Recommended to Pass	Pass
10/16/2013	1	City Council	Referred	

### CHICAGO November 13, 2013 To the

**President and Members of the City Council: Your Committee on Finance having had under consideration**

An ordinance authorizing the execution of an Amendment to the Redevelopment Agreement with the United Hellenic American Congress for the Hellenic Museum.

02013-7870

Having had the same under advisement, begs leave to report and recommend that your Honorable Body pass the proposed Ordinance Transmitted Herewith

**This recommendation was concurred in by  
of members of the committee with**

**Respectfully submitted**

**Chairman**

**Document No.**

**REPORT OF THE COMMITTEE ON FINANCE TO THE CITY COUNCIL CITY OF CHICAGO**

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

October 16,2013

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 an amendment to a previously executed redevelopment agreement with the Hellenic Museum.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

S:\SHARED\Fmance <file:///SHARED/Fmance> Closed\NClosed TIF Redevelopment Agreemems\W\ellenic Museum\POST-CLOSING\2013 TIF RDA Amendment\2013 07-16 ordinance.doc

**AN ORDINANCE OF THE CITY OF CHICAGO, ILLINOIS AUTHORIZING AN  
AMENDMENT TO A REDEVELOPMENT AGREEMENT**

WHEREAS, as a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, the City of Chicago (the "City") has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals; and

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 through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, pursuant to an ordinance adopted by the City Council (the "City Council") of the City on March 23, 1989, a certain redevelopment plan and project (the "Plan") for the Madison-Racine Redevelopment Project Area (such expanded and renamed area, the "Area") was approved pursuant to the Act; and

WHEREAS, pursuant to an ordinance adopted by the City Council on March 23, 1989, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, pursuant to an ordinance adopted by the City Council on March 23, 1989, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, on June 10, 1996, the City Council adopted ordinances, expanding the boundaries of the Area and renaming such expanded area the Near West Redevelopment Project Area; and, thereafter, on June 6, 2001, the City Council adopted an ordinance to clarify the portability language in the redevelopment plan for the Area and extending the termination date of the Area to December 31, 2013; and

WHEREAS, pursuant to an ordinance adopted by the City Council on February 6, 2002, the City entered into that certain Hellenic Museum and Cultural Center Redevelopment Agreement dated May 29, 2003 and recorded on January 28, 2004 as Document Number 0402827175 in the Office of the Cook County Recorder of Deeds (the "Agreement") with United Hellenic American Congress of Illinois, an Illinois not-for-profit corporation ("UHAC"), National Hellenic Museum, an Illinois not-for-profit corporation (the "Developer"), and Western Springs National Bank and Trust, not personally, but solely as Trustee under a Trust Agreement dated January 8, 2002 and known as Trust Number 3922 (the "Trustee," referred to herein collectively with UHAC and Developer as the "Original Developer Parties"); and

1

WHEREAS, the Developer owns a certain property located within the Area at 333 South Halsted Street, Chicago, Illinois, commonly known as the Hellenic Museum and Cultural Center (the "Property"); and

WHEREAS, pursuant to the Agreement the Original Developer Parties were, in exchange for City providing a portion of the financing (the "City Funds"), to redevelop the Property with a 40,000 square foot museum and cultural center with associated exhibit space, research facilities, auditorium, gift shop, and offices thereon (the "Project"), provide 11 on-site parking spaces (the "On-Site Parking") and provide for additional off-site parking facilities (the "Off-Site Parking") by cooperating in connection with the vacation of Gladys Street and entering into agreements with owners of surrounding surface lots and parking garage developers; and

WHEREAS, subsequent to closing of the Agreement, the Trustee, with the consent and at the direction of UHAC, conveyed the Property to the Developer and the Developer completed construction of the Project and the On-Site Parking as of December 8, 2011; and

WHEREAS, the Developer diligently pursued options for securing Off-Site Parking but has been unable to enter into agreements with surrounding parking owners or otherwise secure Off-Site Parking and as a result, the Developer has agreed to forego, waive and release any right it has to the remaining \$1,000,000 in City Funds which were otherwise payable pursuant to the Agreement; and

WHEREAS, the Developer and the City desire to amend the Agreement, among other things, to (i) release the Trustee and UHAC as parties to the Agreement; (ii) eliminate the Off-Site Parking requirement; (iii) confirm the total Project costs and sources of funds; (iv) release the City from any obligation to pay the remaining \$1,000,000 in City Funds contemplated by the Agreement; and (v) memorialize the City's consent to the Illinois Financing Authority bond financing in the maximum amount of \$8,000,000 and related mortgage on the Property granted to First Midwest Bank, the IFA bond purchaser, in connection with financing a portion of the Project costs; and

WHEREAS, such aforementioned changes to the financing, ownership and operation of the Project require in some instances the consent of the City under certain provisions of the Agreement and in other instances amendments to certain provisions of the Agreement; 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. The Commissioner of the Department of Housing and Economic Development (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 an amendment to the Agreement, in substantially in the form attached hereto as Exhibit A and made a part hereof (the "Amendment"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Amendment, with such changes, deletions and insertions as shall be approved by the persons

2

**Exhibit A**

**First Amendment to the Redevelopment Agreement**

See attached pages.

4

This agreement was prepared by and after recording return to:

Crystal S. Maher, Esq. City of Chicago Law  
Department 121 North LaSalle Street Room 600  
Chicago, Illinois 60602

*This space reserved for Recorder's use only.*

**FIRST AMENDMENT TO THE HELLENIC MUSEUM AND CULTURAL CENTER  
REDEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE HELLENIC MUSEUM AND CULTURAL CENTER REDEVELOPMENT AGREEMENT (this "Amendment ") is made and entered into as of the \_ day of , 20 , between the City of Chicago, an Illinois municipal corporation (the "City"), by and through its Department of Housing and Economic Development (the "HEP") and National Hellenic Museum, an Illinois not-for-profit corporation (formerly known as Hellenic Museum and Cultural Center) (the "Developer") (the City and the Developer are collectively referred to herein as the "Parties "). UHAC, defined below, acknowledged and consented to the terms and conditions set forth in this Amendment.

### RECITALS

A. On May 29, 2003 (the "Original Agreement Closing Date"), the City and United Hellenic American Congress of Illinois, an Illinois not-for-profit corporation ( "UHAC "), Developer, and Western Springs National Bank and Trust, not personally, but solely as Trustee under a Trust Agreement dated January 8, 2002 and known as Trust Number 3922 (the "Trustee," referred to herein collectively with UHAC and Developer as the "Original Developer Parties") entered into that certain Hellenic Museum and Cultural Center Redevelopment Agreement dated May 29, 2003 and recorded on January 28, 2004 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 0402827175 (the "Original Agreement"), as authorized by the City Council, pursuant to an ordinance enacted on February 6, 2002, published at pages 78443 to 78508 of the Journal of proceedings of the City Council of that date, pertaining to the property generally located at 333 South Halsted Street and legally described on Exhibit A attached hereto (the "Property").

B. Pursuant to the Original Agreement the Original Developer Parties were to redevelop the Property with a 40,000 square foot museum and cultural center with associated

1

exhibit space, research facilities, auditorium, gift shop, and offices thereon (the "Museum"), provide 11 on-site parking spaces (the "On-Site Parking") and provide for additional off-site parking facilities (the "Off-Site Parking") by cooperating in connection with the vacation of Gladys Street and entering into agreements with owners of surrounding surface lots and parking garage developers.

C. Pursuant to the Original Agreement the Original Developer Parties were to commence construction of the Facility no later than May 31, 2005 and substantially complete construction no later than December 31, 2007.

D. Subsequent to the Original Agreement Closing Date, the Trustee, with the consent and at the direction of UHAC, conveyed the Property to the Developer. The Developer undertook the obligations under the Original Agreement by commencing construction of the Museum on May 6, 2005. The Developer incurred all of the costs associated with the Project, as listed in the Project Budget referenced below, and completed construction of the Museum and the On-Site Parking as of December 8, 2011.

E. The Developer diligently pursued options for securing Off-Site Parking but has been unable to enter into agreements with surrounding parking owners or otherwise secure Off-Site Parking. As a result, the Developer has agreed to forego, waive and release any right it has to the remaining \$1,000,000 in City Funds which were otherwise payable pursuant to the Original Amendment upon issuance of the Certificate.

F. The Developer and the City desire to amend the Original Agreement, among other things, to (i)

release the Trustee and UHAC as parties to the Original Agreement; (ii) eliminate the Off-Site Parking requirement; (iii) confirm the total Project costs and sources of funds; (iv) release the City from any obligation to pay the remaining \$1,000,000 in City Funds contemplated by the Original Agreement; and (v) memorialize the City's consent to the Illinois Financing Authority bond financing ("IFA Bond Financing") in the maximum amount of \$8,000,000 and related mortgage on the Property granted to First Midwest Bank, the IFA bond purchaser.

G. On [ ], 2013, City Council enacted in ordinance which authorized the entry of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the recitals which are made a contractual part of this Amendment and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as hereinafter set forth:

### AGREEMENTS

1. Incorporation of Recitals. The above recitals are incorporated herein by reference and constitute a material part hereof.

2. Capitalized Terms. Capitalized terms used in this Amendment shall have the meanings set forth herein or, if not defined herein, shall have the meanings given in the Original

2

Agreement.

3. Release of the Trustee and UHAC. The Trustee and UHAC are hereby released from the Original Agreement.

4. Recital D - The Project. The first sentence of Recital D of the Original Agreement is hereby deleted in its entirety and replaced with the following:

**"The Developer has acquired (the "Acquisition") fee simple title to certain property located within the Redevelopment Area at 333 South Halsted, Chicago, Illinois 60661 and legally described on Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, shall commence and complete construction of an approximately 40,000 square foot museum and cultural center with associated exhibit space, research facilities, auditorium, gift shop and offices thereon, and provide 11 parking spaces on the Property (the "Facility")."**

5. Recital E - Parking Facilities. Recital E of the Original Agreement is hereby deleted in its entirety.

6. Section 3.01 - The Project. Section 3.01 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

**"Construction of the Facility commenced as of May 3, 2005. Construction of the Museum and the 11 on-site parking spaces was completed, and the Museum opened to the public, as of December 8, 2011."**

7. Section 3.03 - Project Budget. The first sentence in Section 3.03 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"The Developer has furnished to HED, and HED has approved, a Project Budget showing total costs for the Project in an amount of \$22,041,807."

8. Section 4.01 - Total Project Cost and Sources of Funds. Section 4.01 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"Total Project Cost and Sources of Fund. The final cost of the Project was \$20,950,974 and the costs were funded from the following sources:

Equity (subject to Section 4.05)  
IFA Bond Financing  
City Funds (subject to Section 4.03)  
\$10,450,974.00  
\$8,000,000.00  
\$2,500,000.00

**ESTIMATED TOTAL**

9. Section 4.03 (b) - City Funds. Section 4.03(b) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

**3**

"Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse the Developer for the costs of the TIF-Funded Improvements:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Bond Proceeds	\$2,500,000"

10. Reduction of the City Funds. It was anticipated that the payment to the Developer to reimburse the Developer for the TIF-Funded Improvements was to be an amount of \$3,500,000, however, the parties have agreed that the original amount of City Funds to be paid to the Developer is being reduced by the City by \$1,000,000 due to the Developer's inability to obtain Off-Site Parking. The payment to date of of \$2,500,000 in City Funds fully satisfies and discharges the City's obligation to pay City Funds to the Developer.

11. Public Benefits Program. Section 8.20 of the Original Agreement is hereby deleted in its entirety.

12. Liquidated Damages - Shortfall in City Resident Construction Worker Employment Requirement. HED and the Developer acknowledge that, upon the completion of the construction of the Project, despite the Developer's best efforts to cause the General Contractor to comply, a shortfall existed in connection with the compliance with the city resident construction worker employment requirement described in Section 10.02 of the Original Agreement. As a result of shortfall, the Developer has paid the City liquidated



damages in the amount of \$88,270.90.

13. Certificate of Completion of Construction. The Parties acknowledge that construction of the Museum and On-Site Parking is complete, and the Museum is open to the public. Accordingly, the Project and the Facility are deemed complete and concurrently with the execution of this Amendment HED shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of the Original Agreement, as amended by this Amendment.

14. Covenants/Representations/Warranties of the Developer. The Developer represents, warrants and covenants, as of the date of this Amendment and throughout the Term of the Agreement, that:

a) the Developer is an Illinois not-for-profit corporation, duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

b) the Developer has the right, power and authority to enter into, execute, deliver and perform the Agreement, as amended by this Amendment;

c) the execution, delivery and performance by the Developer of this Amendment

4

has been duly authorized by all necessary corporate actions, and does not and will not violate the Developer's Articles of Incorporation or By-Laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound; and

(d) the Developer (i) is represented by independent legal counsel of its choice in the transactions contemplated by this Amendment; (ii) is fully aware and clearly understand all the terms contained in this Amendment; (iii) has voluntarily, with full knowledge and without coercion or duress of any kind, entered into this Amendment; (iv) is not relying on any representation, either written or oral, express or implied, made by the City other than as set forth in this Amendment; (v) on its own initiative has made proposals to the City, the terms of which are reflected by this Amendment; and (vi) has received actual and adequate consideration to enter into this Amendment.

15. Consent to Mortgaging the Project. The City hereby consents to the IFA Bond Financing and that certain Amended and Restated Construction Mortgage and Security Agreement made by the Developer in favor of First Midwest Bank, dated February 1, 2012, and recorded March 1, 2012, as document number 12061440141, as a Permitted Mortgage.

16. Notice. The Notice in Section 17 of the Original Agreement are amended to reflect the current name and addresses of the City departments and Developer, respectively, and are replaced with the following:

IF TO CITY: Department of Housing and Economic Development  
121 N. LaSalle Street, Room 1000 Chicago,  
Illinois 60602 Attention: Commissioner

Office of the Corporation Counsel City of Chicago Department of Law 121 N. LaSalle, Room 600 Chicago, Illinois 60602

Department of Finance City of Chicago 33 N.

LaSalle Room, 6<sup>th</sup> Floor Chicago, Illinois 60602  
Attention Comptroller

IF TO DEVELOPER: National Hellenic Museum  
333 South Halsted Street Chicago, Illinois 60661  
Attention: Connie Mourtopalas

WITH COPIES TO: David L. Reifman, Esq.  
DLA Piper LLP  
203 North LaSalle Street, Suite 1900 Chicago,  
Illinois 60601

5

17. **Exhibit G-1 (Project Budget) of the Original Agreement is deleted and replaced by the exhibit attached hereto as Exhibit B,**

18. The Original Agreement is amended by adding the following provisions:

**"(i) PROHIBITION ON CERTAIN CONTRIBUTIONS-MAYORAL EXECUTIVE ORDER NO.2011-4**

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Amendment) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Amendment or Other Contract (as defined below), including while this Amendment or any Other Contract is executory, (ii) the term of this Amendment or any Other Contract between Developer and the City, and/or (iii) any period while an extension of this Amendment or any Other Contract with the City is being sought or negotiated.

Developer represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Amendment, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

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

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No.2011-4.

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Amendment, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination

for default) under this Amendment, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

6

If Developer violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of this Amendment, the City may elect to decline to close the transaction contemplated by this Amendment.

For purposes of this provision:

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

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

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

Individuals are "Domestic Partners" if they satisfy the following criteria:

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

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

**(ii) SHAKMAN ACCORD**

- (a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City

7

of Chicago Hiring Plan" ( the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook

County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

c) The Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Amendment, or offer employment to any individual to provide services under this Amendment, 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 Amendment, 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 the Developer by a City employee or City official in violation of Section 432(ii) above, or advocating a violation of Section 432(iii) above, the Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Amendment. The Developer will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the contract.

### **(iii) FOIA AND LOCAL RECORDS ACT COMPLIANCE**

(a) FOIA. The Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Developer receives a request from the City to produce records within the scope of FOIA, then the Developer covenants to comply with such request within 48 hours of the date of such request. Failure by the Developer to timely comply with such request will be a breach of this Amendment.

(b) Exempt Information. Documents that the Developer submits to

the City during the term of this Amendment that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that the Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then HED will evaluate whether such document may be withheld under the FOIA. HED, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. The Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Amendment and the transactions contemplated in the Amendment.

iv) **FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY**

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

v) **INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL**

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

19. Consent to Assignment. Pursuant to Section 18.15 of the Original Agreement, the City hereby consents to the assignment by the Original Developer Parties of all their interest in the Original Agreement to the Developer. The Developer agrees to abide by all remaining executory terms of the Original Agreement, as amended by this Amendment, for the Term of this Agreement.

20. Execution of this Amendment. Concurrently with the execution of this Amendment, the Parties shall exchange the following documents and items:

- a) The City shall issue to Developer the Certificate referenced in Section 7.01 of the Original Agreement;
- b) The City shall return to Developer the original Performance L/C currently in the

City's possession. Upon return, the City hereby waives and releases any right or interest it may otherwise

have in the Performance L/C;

c) The Developer shall provide a copy of its Articles of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation; and such other corporate documentation as the City has requested;

d) The Developer shall provide to the City an Economic Disclosure Statement dated as of the Closing Date;

e) The Developer shall provide the City with evidence of compliance with Section 8.13 under the Original RDA; and

f) The Developer shall provide such other documents as the City may require.

21. Full Force and Effect. Except as amended hereby, the Original Agreement shall remain in full force and effect, and the terms of such Original Agreement are incorporated by reference, as if fully set forth herein.

22. Miscellaneous.

a) In the event of any inconsistency between the terms of this Amendment and the Original Agreement, this Amendment shall govern and control in all instances.

b) This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that the Developer may not assign this Amendment or the Original Agreement without the prior written consent of the City.

c) This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to its conflict of laws principles.

d) If any provision of this Amendment is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Amendment will not be affected thereby. It is the intention of the Parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.

e) Neither this Amendment nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by all Parties to this Amendment.

f) No waiver of any action or default will be implied from the failure or delay by the City to take any action in respect of such action or default. No express waiver of any condition precedent or default will affect any other default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the

performance of any provision of this Amendment will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any party will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request.

g) The Developer expressly agree that no member, official, employee or agent of the City shall be individually or personally liable to the Developer, or any of their successors or assigns, in the event of any default or breach by the City under this Amendment.

h) This Amendment shall be recorded against the Property in the Office of the Cook County Recorder of Deeds at the expense of the Developer.

23. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

*[The remainder of this page is intentionally left blank and the signature pages follows.]*

IN WITNESS WHEREOF, this Amendment is effective as of the date first written above.









**Exhibit G-1 FINAL PROJECT BUDGET**

**Sources of Funds:**

City TIF Funds	\$ 2,500,000
Equity (Hellenic Museum Fundraising)	\$10,450,974
<u>IFA Bond Financing</u>	<u>\$ 8,000,000</u>

Total Sources of Funds      \$20,950,974

**Uses of Funds:**

Hard Costs:

Construction	\$9,544,112.70
Upgraded HVAC	\$658,215.00
Land Acquisition	\$3,500,000.00
Demolition	\$58,663.45
Projector and Sound System	\$87,023.00
Total hard costs:	\$13,848,014.15

Soft Costs:

Architectural/Engineering/Interior Design Fees	\$1,232,803.00
Specialty System Design Consultants	\$236,350.00
Soil/Concrete/Fireproof Testing	\$117,952.00
LEED Certifications	\$43,450.00
Loan Reserve	\$1,000,000.00
Owner's Representation Fee	\$230,000.00
Construction Administration/ Supervision/Consultants/ Insurance/Fee	\$1,817,025.98
Miscellaneous (permanent exhibit, FFE, taxes, insurance)	\$2,425,379.00
Total soft costs	\$7,102,959.98

Total Uses of Funds: \$20,950,974

**SECTION I - GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

National Hellenic Museum

**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: 333 S. Halsted Street  
Chicago, IL 60661

C. Telephone: 312-655-1234 Fax: Email:cmouTtoupatas@hellenicmuseum.org  
<mailto:cmouTtoupatas@hellenicmuseum.org>

D. Name of contact person: Connie Mourtoupalas

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

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

Approval of amendment to redevelopment agreement for property located at 333 S. Halsted St., Chicago, IL

G. Which City agency or department is requesting this EDS? Housing and Economic Development

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

Specification # and Contract #

Page I of 13

**SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS**

A. NATURE OF THE DISCLOSING PARTY 1. Indicate the nature of the Disclosing Party:

Person

Publicly registered business corporation

- Privately held business corporation
- Sole proprietorship
- General partnership  (Is
- Limited partnership
- Trust

Limited liability company Limited liability partnership Joint venture

Not-for-profit corporation

the not-for-profit corporation also a 501(c)(3)?

- Yes  No

Other (please specify)

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

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

- Yes  No  N/A

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

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

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

Name Title

John P. Calamos, Sr., Chairman; Aristotle P. Halikias, Vice-Chairman; Frank S. Kamberos, Vice-Chairman;  
Peter Parthenis, Vice-Chairman; A. Thomas Skallas, Vice-Chairman; Alex Gianaras, Trustee;  
George J. Korkos, Trustee; John S. Koudounis, Trustee; George K. Bovis, Trustee; Bill J. Vranas, Trustee;  
Stephanie A. Vlahakis, Trustee; Connie Mourtopalass, President

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
None		

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

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

Yes  No

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

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

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

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

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
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PLA Piper LLP (US) 203 N. LaSalle Street. Ste 1900 Attorney \$50,000 (estimated)  
Chicago, IL 60601

(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 I -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 1 is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article 1 supersedes some five-year compliance timeframes in certifications 2 and 3 below.

Page 4 of 13

**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").

Page 5 of 13

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:**

Page 6 of 13

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

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

9. **To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the**

12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

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

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

1.  J is  [x] 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):

Page 7 of 13

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  [x] No

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

Page 8 of 13

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

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

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

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

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

**A. CERTIFICATION REGARDING LOBBYING**

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 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.

Page 9 of 13

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:

Page 10 of 13

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

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics) <<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 1 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:

Page II of 13

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.

I<sup>^^</sup>on<sup>^</sup> Hellenic Wiseu<sup>^</sup>

(Print or type name of Disclosing Party)

(Sign here)

Co

(Print or type name of person signing)

ROBIN CARLUCCI OFFICIAL SEAL Notary Public. State of Illinois My Commission Expires<sup>v</sup> June 11, 2016

(Print or type title of person signing)

Signed and sworn to before me on (date)

at ffyo rC- County, ^XXc/x/d IS (state).

Commission expires:

^ Gui^^

Notary Public.

Page 12 of 13

**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 11.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.

Page 13 of 13

*executing the Amendment. The Commissioner or a designee of the Commissioner are each hereby authorized to give such approvals and consents on behalf of the City as are expressly provided for in the Amendment. \.*

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

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

SECTION 5. This ordinance shall be in full force and effect immediately upon its passage.



3