



Office of the City Clerk

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Legislation Details (With Text)

File #: O2022-2974
Type: Ordinance **Status:** Passed
File created: 9/21/2022 **In control:** City Council
Final action: 10/26/2022

Title: Sixty-second amending agreement with SomerCor, Inc. for extension of program to new 105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project Area, increase funding, incorporation of Small Business Improvement Fund program rules, and continuation of SomerCor, Inc. for administrative services

Sponsors: Lightfoot, Lori E.

Indexes: Improvement, Neighborhood Improvement Program

Attachments: 1. O2022-2974.pdf

Date	Ver.	Action By	Action	Result
10/26/2022	1	City Council	Passed	Pass
10/20/2022	1	Committee on Finance	Recommended to Pass	
9/21/2022	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO
LORI E. LIGHTFOOT MAYOR

10 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 an ordinance authorizing the sixty-second amendment to the administrative services agreement with SomerCor 504.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

ORDINANCE

WHEREAS, the City of Chicago ("City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, by an ordinance adopted by the City Council of the City ("City Council") on July 21, 1999, and published in the Journal of Proceedings of the City Council ("Journal") for said date at pages 8307 to 8344, inclusive (the "Program Ordinance"), the City implemented a redevelopment program known as the Small Business Improvement Fund program (the "Program") to provide financing assistance pursuant to the Act for the improvement of commercial and industrial facilities of small businesses in certain redevelopment project areas of the City; and

WHEREAS, by ordinances adopted by the City Council, the first on November 8, 2000, and published in the Journal for said date at pages 43877 to 43930, inclusive (the "First Amending Ordinance") and the most recent sixty-first amending ordinance adopted by the City Council on October 14, 2021 and published in the Journal for said date at pages 37306 through 37311, inclusive (the "Sixty-First Amending Ordinance," collectively with the Program Ordinance, the First Amending Ordinance and the other amending ordinances, the "SBIF Ordinance"), the City has restated and refined the Program and extended its reach to additional redevelopment project areas of the City; and

WHEREAS, the City Council now desires to extend the Program to the 105th Street and Vincennes Avenue redevelopment project area of the City (the "New TIF/SBIF Area"), which is identified on Exhibit A attached hereto and incorporated herein, and that is not already reached under the SBIF Ordinance; and

WHEREAS, the City Council desires to authorize the Department of Planning and Development ("DPD") to fund the Program in the New TIF/SBIF Area and to allocate additional funding to other redevelopment project areas that are already reached under the SBIF Ordinance, with the amounts of Funding Authorized by this Ordinance, Funding Authorized by Previous Ordinances, and Total Funding Authorized by this Ordinance and Previous Ordinances for each such redevelopment project area set forth in Exhibit B attached hereto and incorporated herein; and

WHEREAS, DPD also desires to amend the program rules for the Program ("Program Rules") and other terms of the Program to improve the operation and effectiveness of the Program; and

WHEREAS, the City Council, under the SBIF Ordinance, authorized DPD to enter into an agreement with SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), and DPD entered into such agreement on March 12, 2001, which agreement continues in full force and effect, as amended from time to time, pursuant to which SomerCor performs certain administrative services for the Program, and DPD now desires to further amend that agreement by entering into a Sixty-Second Amending Agreement (the "Sixty-Second Amending Agreement") with SomerCor to (a) extend the Program to the New TIF/SBIF Area; (b) increase the amount of grant funds available in various redevelopment project areas, as provided by this

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ordinance; (c) amend the Program Rules and other terms of the Program; and (d) authorize SomerCor to continue providing the same administrative services for the Program, which Sixty-Second Amending Agreement is set forth in more detail on Exhibit D, attached hereto and incorporated herein; and

WHEREAS, the City's obligation to provide funds under the Sixty-Second Amending Agreement may be met through (i) incremental taxes from redevelopment project areas identified in this ordinance, as applicable; and/or (ii) any other funds legally available to the City for this purpose; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully

set forth herein.

SECTION 2. The Program Rules for the Program shall be amended and restated in the form attached hereto as Exhibit C and made a part hereof.

SECTION 3. SomerCor is hereby authorized to continue to administer the Program, subject to the supervision of DPD.

SECTION 4. The Commissioner of Planning and Development or a designee are each hereby authorized, with the approval of the City's Corporation Counsel as to legal form, to negotiate, execute and deliver the Sixty-Second Amending Agreement between SomerCor and the City substantially in the form attached hereto as Exhibit D and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions of the Sixty-Second Amending Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Sixty-Second Amending Agreement.

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

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

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EXHIBIT A TO THE ORDINANCE

Description of New TIF/SBIF Area

The following New TIF/SBIF Area was created pursuant to the ordinance listed below:

on October 3, 2001: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 105th Street and Vincennes Avenue Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the 105th Street and Vincennes Avenue Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 105th Street and Vincennes Avenue Redevelopment Project Area";

EXHIBIT B TO THE ORDINANCE

REDEVELOPMENT PROJECT AREAS	FUNDING AUTHORIZED BY THIS ORDINANCE (\$)	FUNDING AUTHORIZED BY PREVIOUS ORDINANCES (\$)	FUNDING AUTHORIZED BY THIS ORDINANCE AND PREVIOUS ORDINANCE TOTALS (\$)
105th/Vincennes	500,000	0	500,000
107th/Halsted	500,000	1,000,000	1,500,000
111th/Kedzie	500,000	2,250,000	2,750,000
35th/Halsted	1,000,000	4,250,000	5,250,000
43rd/Cottage Grove	1,500,000	3,500,000	5,000,000
47th/Ashland	1,000,000	3,250,000	4,250,000
47th/Halsted	500,000	1,000,000	1,500,000
47th/King	1,000,000	2,500,000	3,500,000
51st/Archer	500,000	1,000,000	1,500,000
53rd Street	1,000,000	1,750,000	2,750,000
63rd/Ashland	500,000	1,000,000	1,500,000

63rd/Pulaski	1,500,000	2,700,000	4,200,000
67th/Wentworth	750,000	1,125,000	1,875,000
71st/Stony Island	1,500,000	350,000	1,850,000
87th/Cottage Grove	750,000	3,075,000	3,825,000
95th/Western	300,000	750,000	1,050,000
Addison South	1,000,000	3,000,000	4,000,000
Archer/Central	1,000,000	1,800,000	2,800,000

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Archer/Western	1,000,000	800,000	1,800,000
Austin Commercial	1,000,000	4,500,000	5,500,000
Avondale	500,000	1,500,000	2,000,000
Commercial Avenue	1,000,000	2,500,000	3,500,000
Devon/Western	1,000,000	3,050,000	4,050,000
Division/Homan	1,000,000	1,200,000	2,200,000
Ewing Avenue	500,000	300,000	800,000
Galewood/Armitage Industrial	1,000,000	3,300,000	4,300,000
Hollywood/Sheridan	500,000	1,650,000	2,150,000
Humboldt Park Commercial	500,000	4,500,000	5,000,000
Kennedy/Kimball	1,000,000	500,000	1,500,000
Kinzie Industrial Corridor	2,000,000	14,000,000	16,000,000
Lawrence/Pulaski	1,000,000	3,500,000	4,500,000
Madison/Austin Corridor	1,000,000	2,750,000	3,750,000
Michigan/Cermak	500,000	1,000,000	1,500,000
Midwest	2,000,000	4,750,000	6,750,000
Northwest Industrial Corridor	2,000,000	7,500,000	9,500,000
Ogden/Pulaski	750,000	1,500,000	2,250,000
Peterson/Pulaski	1,000,000	3,850,000	4,850,000
Roosevelt/Cicero Industrial Corridor	2,000,000	4,000,000	6,000,000
Stevenson/Brighton	2,000,000	1,000,000	3,000,000

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Stony Island/Burnside	2,000,000	2,750,000	4,750,000
Washington Park	500,000	600,000	1,100,000
Western Avenue North	2,000,000	4,750,000	6,750,000
Western Avenue South	2,000,000	3,750,000	5,750,000
Western/Rock Island	900,000	1,550,000	2,450,000
Wilson Yard	1,000,000	1,000,000	2,000,000

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EXHIBIT C TO THE ORDINANCE

Amended and Restated Program Rules

**CITY OF CHICAGO DEPARTMENT OF PLANNING AND DEVELOPMENT
SMALL BUSINESS IMPROVEMENT FUND (SBIF) PROGRAM RULES**

The City of Chicago's Small Business Improvement Fund is a TIF program which will reimburse building owners or tenants, as applicable, for eligible investments which preserve building stock, improve neighborhood appearance or economic value, and enable businesses to stay in the neighborhood, remain competitive, or even expand within the TIF District.

Funding.

Grants only, in the form of reimbursement, to the person or legal entity who incurred the costs of the eligible improvements.

Each Property shall be eligible to receive the Maximum Program Assistance no more than every three years. "Property" shall mean: (1) a building regardless of whether it has multiple addresses or permanent index numbers ("PINS"); and/or (2) contiguous parcels under Common Ownership, regardless of whether they have multiple

addresses or PINS. A building or multiple parcels under Common Ownership shall mean having an ownership interest by the same person or legal entity of 7.5% or more.

Applicants whose eligibility is established by being Industrial businesses currently employing a maximum of two hundred (200) full-time equivalent employees under the Eligible Applicant requirements are entitled to funding up to 50% of eligible costs.

Applicants whose eligibility is established by the Net Worth Requirements under the Eligible Applicant requirements are entitled to funding in the following manner:

- a. up to ninety percent (90%) of eligible costs if the Applicant demonstrates a net worth less than \$3,000,000.
- b. up to sixty percent (60%) of eligible costs if the Applicant demonstrates a net worth equal to or greater than \$3,000,000, but less than \$6,000,000.
- c. up to thirty percent (30%) of eligible costs if the Applicant demonstrates a net worth equal to or greater than \$6,000,000, but less than \$9,000,000.

Applicants whose eligibility is established by the Annual Sales Requirement under the Eligible Applicant requirements are entitled to funding in the following manner:

- a. up to ninety percent (90%) of eligible costs if the Applicant demonstrates annual sales totaling less than \$3,000,000.
- b. up to sixty percent (60%) of eligible costs if the Applicant demonstrates annual sales totaling equal to or greater than \$3,000,000, but less than \$6,000,000.
- c. up to thirty (30%) of eligible costs if the Applicant demonstrates annual sales totaling equal to or greater than \$6,000,000, but less than \$9,000,000.

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The Maximum Program Assistance shall be (i) less than Two Hundred and Fifty Thousand Dollars (\$250,000) maximum assistance per industrial Property; (ii) less than Two Hundred and Fifty Thousand Dollars (\$250,000) maximum assistance per industrial Property occupied by multiple owners or tenants, provided that no individual Applicant shall receive assistance greater than One Hundred Thousand Dollars (\$100,000); (iii) less than One Hundred Fifty Thousand Dollars (\$150,000) maximum assistance per commercial Property occupied by a single owner or tenant; or (iv) less than Two Hundred and Fifty Thousand Dollars (\$250,000) maximum assistance per commercial Property occupied by multiple owners or tenants, provided that no individual Applicant shall receive assistance greater than Seventy-Five Thousand Dollars (\$75,000). Applicants may receive one or more grants up to the Maximum Program Assistance. Once an Applicant has received the Maximum Program Assistance, the Applicant shall not be eligible to reapply for another Program grant for the same Property until three years from the date on which it receives final payment for the preceding Program grant(s), provided it has met DPD's guidelines and procedures regarding re-application. Applicants who have received a Program grant for one Property shall not be excluded from applying for Program grants for another Property.

Applicants selected by lottery; a waiting-list will be created, if needed. Any waiting-list created on or after April 24, 2012 shall expire two (2) years after the date of its creation. Any applicants placed on the waiting-list shall remain on the list until the waiting-list expires, they receive a grant, withdraw from the waiting-list, or are otherwise determined to no longer be eligible under the Program to receive a grant. Applicants for a Property located in an "INVEST South/West Corridor" shall be given priority for funding and the lottery, unless the City's INVEST South/West program has been terminated. Applicants for a Property located in a "Target Corridor" shall be second in priority for funding and the lottery. The remaining Applicants shall be provided funding, if available, and placed on the waitlist, if applicable, after Applicants in the INVEST South/West Corridors and the Target Corridors.

The maximum grant any Property would be eligible to receive under the Program shall be reduced dollar for dollar by (i) any Direct City Financial Assistance from any other program for the Property within (3) years before the date of the application, (ii) any Direct City Financial Assistance currently being received for such Property, or (iii) any Direct City Financial Assistance that the City has agreed to provide to such Property at any time in the future pursuant to a written

contract (except for "gap" financing for the Project that is disclosed at the time the Application is first filed). "Direct City Financial Assistance" shall mean financial assistance directly provided by the City, but shall not include any funds received pursuant to a contract for goods and services, a Delegate Agency Grant Agreement, or the "TIF Works" Program.

All applicants for commercial properties who are approved for a grant of \$25,000 or greater shall be required to make at least one exterior improvement using at least ten percent (10%) of the maximum amount of their approved grant, including but not limited to, facade repair, windows and doors, and other exterior improvements eligible under the Program subject to DPD approval; provided that, at DPD's sole discretion such requirement may be waived if the applicant can demonstrate to DPD's satisfaction that no exterior improvements are needed because improvements have been recently completed or the exterior features of the building have been well-maintained and are consistent with DPD's Design Guidelines.

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SBIF applications and SBIF grants are non-transferrable between Applicants and/or Properties. Potential Applicants who wish to apply for SBIF funds for more than one Property must submit separate applications for each Property.

Eligible Applicants.

Property owners that have an ownership interest in a commercial business, located on the property to be improved, with a maximum average annual sales of Nine Million Dollars (\$9,000,000) for the past three (3) years, or a business plan for a new business showing the same level of projected maximum average annual sales for three (3) years (the "Annual Sales Requirement"). Property owners that would otherwise be evaluated for eligibility under the Annual Sales Requirement but lease any part of the property to one or more entities in which they do not have an ownership interest are to be evaluated for eligibility under the Net Worth Requirement (defined herein).

Industrial businesses currently employing a maximum of two hundred (200) full-time equivalent employees. Property owners of industrial businesses currently employing a maximum of two hundred (200) full-time employees. Property owners that would otherwise be evaluated for eligibility under this paragraph, but lease more than 50% of the property to one or more entities in which they do not have an ownership interest are to be evaluated for eligibility under the Net Worth Requirement (defined herein).

Property owners who conform to maximum net worth and liquidity requirements (total net worth no more than Nine Million Dollars (\$9,000,000), and total liquidity of no more than Five Hundred Thousand Dollars (\$500,000) per individual owner or entity, and who lease space to eligible commercial or industrial tenants.

- Tenants that meet the Annual Sales Requirement, have a leasehold interest in the property they would like to improve pursuant to a lease agreement with the property owner and have express prior property owner approval to make specific improvements. The property owner's eligibility will not be a requirement for the Tenant's eligibility.

Qualified building owners who seek to attract eligible new commercial or industrial tenants to vacant space.

Businesses which are Not eligible include, but may not be limited to: chain and franchise businesses (as defined by DPD); branch banks; day labor employment agencies; currency exchanges; pay day or title secured loan stores; pawn shops; fortune telling services; liquor stores, taverns, bars, and hotels or motels (except pursuant to special temporary rules stated below); adult uses; private clubs; not-for-profit social clubs; not-for-profit organizations that have a national affiliation; start-up banquet halls (i.e., been in business for less than one calendar year); track wagering facilities; K-12 schools; gas stations; firearms dealers; places of worship; smoke shops/cigar lounges; tobacco dealers, including sales of tobacco, nicotine, or similar products and accessories; residential storage warehouses; trailer-storage yards; and junk yards, or any uses similar to those listed.

Not-for-profit organizations that are not of the types listed above as not being eligible for SBIF funding may apply

for grants. Eligibility criteria and rules are the same for not-for-profit organizations and for-profit organizations, except for the documents required to determine eligibility. For not-for-profit organizations, revenues will be reviewed using tax

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returns and income statements. Net worth and liquidity will be reviewed using the organization's balance and bank statements. Restricted grants and income unrelated to the Property will be considered to determine the organization's net worth and liquidity including, but not limited to, residential rents, memberships, donations, grants, and ticket sales. In place of business or Property owners, checks will be performed on the members of the board of directors of not-for-profit applicants to ensure that they are not indebted to the City and that they are in compliance with child support laws. DPD reserves the right, in its discretion, to ask for additional or different documentation than listed above to determine the eligibility of a not-for-profit organization.

Religious organizations that operate an industrial or commercial business may be eligible for a Program grant provided that an authorized officer signs an affidavit stating that (a) the room or space that the SBIF funds will be used to acquire, improve or rehabilitate is not its primary place of worship; (b) SBIF funds will be used only for those portions of the acquisition, improvement or rehabilitation of the premises that are attributable to business activities described in its application; and (c) If in the future it uses the premise for inherently religious activities it will reimburse the City for the present value of the improvements, in an amount not to exceed the grant of SBIF funds.

DPD, in its sole discretion, may deny new applications on the basis of past experience with the Applicant or Property involving misrepresentation, non-compliance with the requirements of the Program, or similar issues. Additionally, in the event of a major change to a project, such as a change in construction plans, unforeseen damage to the building, or, for start-up businesses, a change in the business plan, DPD may remove the project from the Program in its sole discretion.

Special Temporary Rules for Taverns, Bars, Hotels or Motels: Taverns and bars shall be defined as those businesses holding a "Tavern License" as defined by Chapter 4-60 of the Municipal Code of Chicago. Hotels and motels shall be defined as those businesses holding a "Regulated Business License" from the City of Chicago for the "Hotel - 7 or More Sleeping Rooms" business activity. An Applicant that is a bar, tavern, hotel, or motel at the time its Application is submitted, and has held a valid license as such and been in business under said license for a minimum of one calendar year, may be approved by DPD to receive a grant under the Program during any Application period that is opened ("rolled out") by DPD on or before December 31, 2023. An Applicant, at the time its Application is submitted, that has not held a tavern or hotel license and been in business as a tavern/bar or hotel/motel for at least one calendar year shall not be eligible for funding under the Program. As part of its application, each Applicant shall list its full and complete legal business name and any "DBA" names, and its operating address. DPD will provide each Application to the City's Department of Business Affairs and Consumer Protection ("BACP") to vet each Applicant in regard to pending license discipline cases and community meetings for public nuisance issues. After such vetting, DPD, in consultation with BACP, will determine whether each Applicant is designated as eligible for funding under the Program. DPD's determination shall be made in its sole discretion and shall be final.

Property owned by the any local, state or federal government entity including, but not limited to, the City of Chicago, the Chicago Housing Authority, the Chicago Public Schools, the Chicago Park District, etc., and any tenants of such property, are not eligible to receive SBIF funding.

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City of Chicago employees and elected officials, if otherwise eligible to receive SBIF funding under the SBIF Ordinance, may not receive more than \$1,000 per calendar year from the SBIF Program unless either the Commissioner of Planning & Development or Commissioner of Housing designate such employees or officials as "eligible," or the City Council adopts an ordinance exempting City employees and officials from this restriction.

No owner or tenant of a Property shall be eligible to apply to the SBIF Program or receive a Program grant if there

are Lis Pendens, pending litigation, or a code enforcement action affecting the title to the Property or the viability of the proposed project, or if there are current injunctions, foreclosure actions, or liens, including but not limited to mechanic's liens, tax liens or judgment liens, recorded against the Property.

Vacant Property.

Funding for vacant properties will require one hundred percent (100%) lease-up of ground floor, the portion of the property subject to the SBIF grant with a qualified tenant, and a minimum sixty percent (60%) by square footage lease-up of the portion of the property subject to the SBIF grant, prior to funding.

Eligible Costs.

Any TIF-eligible improvement which permits a building owner to attract new commercial or industrial tenants, allows an eligible business owner to maintain or expand operations, or contributes to the improved appearance and viability of a property may be funded by the Program. This includes, at DPD's discretion, funding for the rehabilitation, remodeling or renovation of improvements including, but not limited to, the following:

roof and facade;

components of signs or awnings which are permanently affixed to the building; alterations or structures needed for ADA compliance (e.g., railings or ramps); HVAC and other mechanical systems; plumbing and electrical work;

certain project-related architectural and construction management fees related to the project;

certain environmental remediation measures; ~ the purchase of adjacent land parcels for purposes of expansion or parking; solar panels

the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:

(a) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow plumbing fixtures or energy-efficient HVAC systems, the use of building

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materials made with a high degree of recycled content or renewable or non-toxic substances, installation of energy efficient lighting systems); and

(b) the cost of the energy audit does not exceed 10% of the project budget;

permanent interior renovations, including fixtures; and

environmental remediation inside, under, or directly adjacent to a building undergoing a SBIF-funded renovation project if the remediation is directly related to the renovation project.

The following items are not eligible for reimbursement, and therefore will not be counted toward total project cost (this is not an exhaustive list):

new construction;

minor repairs or improvements such as painting or cleaning;

equipment-related expenses;

planters surrounding or affixed to buildings;

outdoor dining or drinking areas including roof decks, beer gardens, outdoor patios, balconies, awnings, porches, and decks;

fencing including pergolas, trellises, arbors, privacy screens, and similar structures;

parking lot construction or repair;

landscaping;

work on the interior of residential units; and

work, in DPD's sole determination, that is not consistent with the goals of this Program or the redevelopment priorities of the relevant TIF area, including, projects that do not conform with the uses and goals defined in the governing Redevelopment Plan for the relevant TIF area.

Energy Efficiency Requirement.

All industrial applicants shall be required to purchase products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency. The applicant is encouraged to visit eneravstar.gov <<http://eneravstar.gov>> for complete product specifications and updated lists of qualifying products.

Design Requirements

In order to receive funding, projects must conform to design requirements including meeting DPD's Design Guidelines, when applicable. Projects shall also comply with any applicable design guidelines and additional neighborhood requirements as described in guidelines, style guides, community plans and other planning documents associated with the

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TIF area and neighborhood in which the Property is located. Applicants are strongly advised to consult with SomerCor and design professionals on design requirements and guidelines before drawing up plans for work. Work which is potentially damaging to the building, such as use of incorrect tuckpointing materials, will not be reimbursed. Plans must be submitted to SomerCor for design approval prior to beginning construction, or the project will be automatically disqualified. DPD will work with applicants on mutually-agreeable design changes and/or enhancements to their projects.

Compliance.

Checks will be performed on all applicants prior to project approval to ensure that they are not indebted to the City and that they are in compliance with child support laws.

Applicants must obtain all permits required for project completion prior to commencing construction and must provide proof of permits or permit applications to SomerCor within 120 days of being approved for a SBIF grant.

In cases where no person or legal entity has ownership of 7.5% or more of the business or property, all owners/entities must provide personal financial information to SomerCor to ensure that they are not indebted to the City and that they are in compliance with child support laws.

Commercial landlords must have 100% of the ground floor subject to the SBIF grant and a minimum of 60% of the building square footage subject to the SBIF grant leased before reimbursement may be

made, subject to DPD's discretion.

Each applicant will sign an Economic Disclosure Affidavit.

Grantees will be required to sign an affidavit certifying that they will not relocate out of the TIF district or sell the business within a three (3) year period following disbursement of funds under the Program. This will be monitored.

In cases of SBIF reimbursement for land purchase, proof of land ownership will be required before reimbursement may be made.

Time Limits.

Each stage of the program has a time limit by which Applicants must complete the requirements. Each stage must be completed before the application may move to the next stage. Unless SomerCor or DPD has granted an extension of time, Applicants who do not complete each stage by the stated deadline will be disqualified.

Stage 1 - Applicant Eligibility Review - Applicant responds to request to determine eligibility and supplies any missing information to complete their application: twenty (20) days. Applicants must provide proof of site control for the project property, including a deed or executed lease agreement, by the deadline to complete Stage 1 of the application, subject to DPD's discretion.

Stage 2 - Project Eligibility Review - Plans, bids, and specs, are obtained, debts are cured: one hundred twenty (120) days.

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Stage 3 - Project Approval and Construction - Construction is completed or land is purchased: ten (10) months.

Stage 4 - Proof of Financing and proof of permit or permit application (concurrent with 10-month construction phase). Applicant provides evidence to the satisfaction of DPD within one hundred and twenty (120) days following the date of the commitment letter that it has sufficient funds and a permit or permit application to complete the approved project. Evidence of financing may include, but is not limited to, proof of commitment from a financial institution for a loan or line of credit or financial statements that demonstrate that the applicant currently has sufficient equity to complete the project, at least 50% of the funds needed to cover total project costs. Evidence of permits includes proof of permits or permit applications.

A maximum of two (2) extensions may be granted with DPD approval in the case of unavoidable delay due to extraordinary circumstances. DPD (not SomerCor) also may on a case-by-case basis grant a Grant-Eligible Application an additional amount of time to complete any Program requirement. In such case, DPD shall have discretion to determine the appropriate length of the extension.

Technical Assistance.

Grantees will have access to technical assistance to aid them in selecting contractors, obtaining bids, and drawing up proper work contracts.

Grantees are not permitted to act as their own General Contractor.

Escrow.

Grantees may choose to receive their grant funds through an escrow account, if offered by the City. Any fees associated with the use of an escrow account will be taken out of the grant award. DPD, in its sole discretion, may authorize up to three draws of funding from the escrow account to reimburse an Applicant as work is completed on a

project.

Minority/Women-Owned Businesses (M/WBE).

A directory of City of Chicago certified M/WBE contractors will be provided to all eligible applicants to encourage the hiring of such contractors under the program.

Effective Date of Program Rules.

These Program Rules shall be applicable to all projects that apply for funding on or after [, 2022][Date of adoption of 62nd Amending Ordinance]. Projects approved prior to this date shall be governed by the version of the Program Rules applicable on the date the application was submitted for such project.

**EXHIBIT D TO THE ORDINANCE Form of Sixty-Second Amending
Agreement to
ADMINISTRATIVE SERVICES AGREEMENT**

This Sixty-Second Amending Agreement to Administrative Services Agreement (the "Agreement") is made this day of , 2022, by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Planning and Development ("DPD"), and SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor") whose office address is 601 South LaSalle Street Street, Suite 510, Chicago, Illinois 60605.

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

WHEREAS, by ordinances adopted by the City Council of the City on July 21, 1999 and on November 8, 2000, and published in the Journal of Proceedings of the City Council for said dates at pages 8307 to 8344, inclusive, and pages 43877-43930, inclusive, respectively (the "SBIF Ordinances"), the City implemented and amended a redevelopment program known as the Small Business Improvement Fund program (the "SBIF Program") to provide financing assistance pursuant to the Act for the improvement of commercial and industrial facilities of small businesses in certain redevelopment project areas ("TIF Areas") in the City; and

WHEREAS, the City Council, under the SBIF Ordinances, authorized DPD to enter into agreements with SomerCor, and DPD and SomerCor entered into one agreement on September 22, 1999 ("First SomerCor Agreement") and another agreement on March 12, 2001 ("Second SomerCor Agreement"), to administer the SBIF Programs on behalf of the City; and

WHEREAS, in multiple ordinances adopted by the City Council, the most recent of which was adopted on , 2022 and published in the Journal of Proceedings of the City Council for said date at pages through , inclusive (the "Sixty-Second Amending

Ordinance"), the City Council authorized DPD to enter into agreements amending the First SomerCor Agreement and the Second SomerCor Agreement with SomerCor to make various changes to the administration of the SBIF Program; and

WHEREAS, the Sixty-Second Amending Ordinance authorized DPD to enter into an agreement with SomerCor to extend the SBIF Program to the 105th Street and Vincennes Avenue redevelopment project area of the City, allocate additional funding to various existing areas, and amend some of the rules and requirements of the SBIF Program, and DPD and SomerCor now desire to enter into such an agreement, which will amend the Second SomerCor Agreement (the "Sixty-Second Amending Agreement");

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

ARTICLE I

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INCORPORATION AND RECITALS

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

ARTICLE II

REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS

SomerCor reaffirms each and every representation, warranty and covenant made in Article III of the Second SomerCor Agreement. SomerCor reaffirms that it has insurance in force that conforms to the requirements of Section 4.8 of the Second SomerCor Agreement.

ARTICLE III

AMENDMENTS TO SECOND SOMERCOR AGREEMENT

1. The Second SomerCor Agreement, as amended, is further amended, as follows:

a) Substitute the entire text of Exhibit 1 regarding Program Rules with the text contained in Exhibit B attached to the Sixty-Second Amending Ordinance.

b) add the following text at the end of Exhibit 2 thereof:

; and

104) on October 3, 2001: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 105th Street and Vincennes Avenue Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the 105th Street and Vincennes Avenue Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 105th Street and Vincennes Avenue Redevelopment Project Area";

c) add the following text at the end of Exhibit 5 thereof:

105thA/Incennes \$500,000 .

d) amend the text in Exhibit 5 thereof increasing the maximum funds available for the following TIF Areas, which maximum includes previously-allocated funds and additional funding authorized by the Sixty-Second Amending Ordinance, as follows:

107th/Halsted

111th/Kedzie
35th/Halsted
43rd/Cottage Grove
47th/Ashland
47th/Halsted
47th/King
51st/Archer
\$1,500,000 \$2,750,000 \$5,250,000 \$5,000,000 \$4,250,000 \$1,500,000 \$3,500,000 \$1,500,000

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53 rd Street	\$2,750,000
63 rd /Ashland	\$1,500,000
63 rd /Pulaski	\$4,200,000
67 th WVentworth	\$1,875,000
71 st/Stony Island	\$1,850,000
87 th /Cottage Grove	\$3,825,000
95 th /Western	\$1,050,000
Addison South	\$4,000,000
Archer/Central	\$2,800,000
Archer/Western	\$1,800,000
Austin Commercial	\$5,500,000
Devon/Western	\$4,050,000
Division/Homan	\$2,200,000
Ewing Avenue	\$800,000
Galewood/Armitage Industrial	\$4,300,000
Hollywood/Sheridan	\$2,150,000
Humboldt Park Commercial	\$5,000,000
Kennedy/Kimball	\$1,500,000
Kinzie Industrial Corridor	\$16,000,000
Lawrence/Pulaski	\$4,500,000
Madison/Austin Corridor	\$3,750,000
Michigan/Cermak	\$1,500,000
Midwest	\$6,750,000
Northwest Industrial Corridor	\$9,500,000
Ogden/Pulaski	\$2,250,000
Peterson/Pulaski	\$4,850,000
Roosevelt/Cicero Industrial Corridor	\$6,000,000
Stevenson/Brighton	\$3,000,000
Stony Island/ Burnside Industrial	\$4,750,000
Washington Park	\$1,100,000
Western Avenue North	\$6,750,000
Western Avenue South	\$5,750,000
Western/Rock Island	\$2,450,000
Wilson Yard	\$2,000,000

(e) substitute the following for each occurrence of "Two Hundred Thirty Million and Eighty-Five Thousand Dollars (\$230,085,000)" in Section 4.2 thereof:

"Two Hundred Seventy-Seven Million Five Hundred and Thirty-Five Thousand Dollars (\$277,535,000)"

f) Replace Exhibit 6 (Application Procedures) to the Second SomerCor Agreement, in its entirety, with Exhibit 1 to this Agreement.

g) Replace the text in Section 6.5 (Compensation) with the following:

"6.5 Compensation. SomerCor shall not charge any Eligible Applicant any fees or charges for a Grant hereunder. The only compensation received by SomerCor for performance under this Agreement shall be in accordance with this section. Starting on 12/16/2020 (the adoption date of the 59th Amending Ordinance), SomerCor shall be entitled to compensation hereunder in an amount equal to

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one percent (1%) of the aggregate Grant Funds for which DPD authorizes opening or reopening an Application period for such funding or for which DPD authorizes funding applications on the waiting list in the applicable TIF Area, except that SomerCor shall not be entitled to such compensation in regard to any portion of funding for which it has already been compensated."

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

ARTICLE IV

OBLIGATION TO PROVIDE DOCUMENTS

SomerCor shall execute and deliver to DPD such documents as may be required by the Corporation Counsel of the City to evidence SomerCor's participation in the Program, including, but not limited to, an opinion of counsel in substantially the form of Exhibit 2 attached hereto and incorporated herein, and the City's current form of Economic Disclosure Statement.

IN WITNESS WHEREOF, the City and SomerCor have executed this Agreement as of the date first set forth above.

CITY OF CHICAGO

By:

Commissioner,
Department of Planning and Development

SOMERCOR 504, INC.

By:

Its:

EXHIBIT 1 to Sixty-Second Amending Agreement

EXHIBIT 6

Application Intake and Processing Procedures

(Note: the defined terms used herein may not correspond to the defined terms used in the Agreement)

(a) Publicity and Application Acceptance. SomerCor shall accept and process applications in the following manner, or as is otherwise determined by the City:

i) SomerCor shall work with the City and other partners determined by the City to promote the SBIF program and make applications available within each eligible TIF Area (as such eligibility is determined by the City for a continuous period prior to the first day of the Acceptance Period (as defined below). SomerCor will make applications available on its website or at its office or by phone, mail or e-mail or at specified locations within the TIF Area as agreed to by DPD;

ii) the application form shall be approximately 3 pages (plus attachments) in length and shall request sufficient information from which SomerCor will be able to determine each applicant's initial eligibility for a Grant;

iii) SomerCor shall begin accepting completed application forms on a date certain (which date shall be determined in cooperation with DPD and shall be made public) and shall stop receiving completed application forms 30 days later or, if that date falls on a weekend or holiday, on the next business day thereafter (the "Acceptance Period");

iv) to be deemed an Application, each completed application must have been received by SomerCor at its office (either by mail or electronically by e-mail or online applications, if allowed by SomerCor) by the close of business on the last day of the Acceptance Period; the City will not accept Applications.

(b) Stage 1 Applicant Eligibility Review. Within ten days after the close of the Acceptance Period, SomerCor shall make a preliminary determination of the likelihood of Lottery Eligibility of each Application that was received during the Acceptance Period.

Also within that same ten-day time period, in TIF Areas with INVEST South/West Corridors or Target Corridors, SomerCor shall, for each Application, determine whether the proposed Project is located within one of the applicable corridors by providing a list of all Project addresses to DPD, which will geocode the list and return the information to SomerCor.

(i) Lottery and Wait-Listing Procedure. Each Lottery-Eligible Application shall be deemed to be requesting the amount requested on their application plus an additional 20% contingency.

Within ten days following the close of the Acceptance Period, SomerCor shall arithmetically determine whether there are more Lottery-Eligible Applications than the maximum

Eligible Applications does not exceed the maximum amount of funds available for the TIF Area, then all Lottery-Eligible Applications shall be deemed "Applications Selected for Review."

Within that same time period, if the total number of Lottery-Eligible Applications exceeds the maximum amount of funds available for the TIF Area, then SomerCor shall give each Lottery-Eligible Application a randomly-selected, unique number as generated by a computer process or by such other lottery method as may be approved by the City. The Lottery-Eligible Applications shall be placed in numerical order from the lowest assigned number to the highest, until the number of Applications is reached that does not exceed the maximum amount of funds available for the TIF Area. Those Applications are then deemed "Applications Selected for Review." All other Lottery-Eligible Applications are deemed "Wait-Listed Applications" and shall be wait-listed in numerical order from lowest to highest.

Notwithstanding anything to the contrary in this Agreement, Eligible Applicants for a Property located in an "INVEST South/West Priority Corridor" established by DPD as part of the "INVEST South/West Program" shall be given priority for funding and the lottery, unless the INVEST South/West program has been terminated. Eligible Applicants for a Property located in a Target Corridor listed and described in Exhibit 8 to this Agreement shall be second in priority for funding and the lottery. The remaining Eligible Applicants shall be provided funding, if available, and placed on the waitlist, if applicable, after Eligible Applicants in the INVEST South/ West Corridors and the Target Corridors.

If an Application Selected for Review later is rejected for failure to comply with this Procedure or the Program, then the lowest-number Wait-Listed Application then available shall thereafter be deemed an Application Selected for Review.

If the amount of funds reserved by the total number of available Applications Selected for Review does not meet or exceed the maximum amount of funds available for the TIF Area, or the amount of actual Grant Funds paid for all Projects in the TIF Area does not meet or exceed the maximum amount of funds available for the TIF Area, then the City shall determine whether and how to open a new application acceptance round.

(ii) Within a ten-day period following the lottery, SomerCor shall, for each Application, commence the following, and shall substantially complete these steps within the Stage 1 Resolution Period (as defined below):

- A) obtain and review financial information regarding the applicant and its Project including, but not limited to, calculating the applicant's annual sales, net worth, liquidity and full-time job equivalence as needed and in a manner determined by SomerCor and approved by DPD;
- B) verify any other information presented in the Application including, but not limited to, determining whether the proposed Project is located within the applicable TIF Area and is consistent with the land use plan of the TIF Area, and determining whether the applicant meets the Eligible Applicant criteria set forth in the Agreement.
- C) obtain from the applicant proof of site control for the Property, including a deed or executed lease agreement.

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Within that same ten-day time period, SomerCor shall mail or e-mail each applicant whose Application passes this preliminary determination a "Stage 1 Letter" that (i) clearly identifies all open issues concerning the applicant's Economic Disclosure Statement and Affidavit ("EDS"), applicant ownership issues, or other aspect of the Application; (ii) suggests ways the applicant can resolve those issues; (iii) offers to assist the applicant's resolution of the issues; and (iv) sets a 20-day deadline ("Stage 1 Resolution Period") for resolving all issues mentioned in the Stage 1 letter.

Also, within that same time period, SomerCor shall mail or e-mail each applicant whose Application does not pass the preliminary determination a "Rejection IA Letter" stating, at minimum, the reasons the Application fails and that the Application shall not be eligible for reconsideration.

Each Application that fully resolves its Stage 1 Letter issues within the Stage 1 Resolution Period shall be deemed an "Eligible Application."

(c) Stage 2 Project Eligibility Review. Within 10 days following the determination of Eligible Application (whether determined by lottery or by arithmetic calculation that a lottery is not needed), SomerCor shall, for each Eligible Application, commence the following, and shall complete it within the Stage 2 Resolution Period (as defined below):

(i) obtain scofflaw and child support clearance from the City's Departments of Revenue and Consumer Services for all persons identified on the EDSs to verify that the Project will qualify.;

In addition, SomerCor shall perform an initial site visit prior to issuing a "Stage 3 Letter."

Within the same 10-day time period following determination of Eligible Applications, SomerCor shall send a "Stage 2 Letter" to each such applicant stating that:

i) their Application has been deemed an Eligible Application;

ii) SomerCor has begun the processing of their application as set forth in the paragraph above and that it will contact the applicant if scofflaw or child support clearance issues arise;

iii) within the number of days required by ordinance from the date of the letter (the "Stage 2 Resolution Period"), the applicant must complete and provide to SomerCor's satisfaction all the bids, specifications, drawings and draft contracts with contractors regarding the Project;

iv) the applicant should provide SomerCor copies of the preliminary general contractor or architectural plans early in the Stage 2 Resolution Period so that SomerCor can assist the applicant's completion of the bid, specifications and contracts requirement;

v) if the applicant, following its best efforts to develop the Project as initially proposed, finds during the Stage 2 Resolution Period that the Project is impossible to complete as initially proposed, then applicant may apply to DPD for approval to revise the Project and, if approval is so granted, then applicant may revise the Project and conform the revised Project to all the requirements of subsection (iii) above;

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vi) Project work that is begun prior to receiving a Stage 3 Letter (as described below) shall not be reimbursed or paid for by the Grant; and

vii) if all the information requested in the Stage 2 Letter is not completed and submitted to SomerCor in a form satisfactory to SomerCor (including the resolution of any scofflaw or child support clearance issues) by the close of the Stage 2 Resolution Period, then the Eligible Application will thereafter be automatically disqualified from further participation in the Program.

Within five days following the conclusion of each Eligible Application's Stage 2 Resolution Period, SomerCor shall determine whether the Eligible Application has fully resolved each Stage 2 Letter requirement within the Stage 2 Resolution Period. Each applicant that SomerCor finds to have fully resolved its Stage 2 Letter issues within the Stage 2 Resolution Period shall immediately thereafter be deemed a "Grant-Eligible Application."

SomerCor shall promptly mail or e-mail to each applicant whose Eligible Application fails to become a Grant-Eligible Application a "Rejection 2 Letter" stating, at minimum, the reasons the Application fails and that the Application shall not be eligible for reconsideration.

(d) Stage 3 Project Completion Period and Grant Amount Determination. Within 10 days following the determination of a Grant-Eligible Application, SomerCor shall review each Grant-Eligible Application's final contract amount and determine the actual dollar amount of Grant Funds (i.e., half of the projected Eligible Costs) being requested (the "Net Grant Request"). SomerCor shall calculate the "Gross Grant Request" by adding ten percent to the Net Grant Request to allow for contingency. If the Gross Grant Request is less than the Maximum Program Assistance, then the Gross Grant Request shall be deemed the "Grant Amount." If the Gross Grant Request is equal to or greater than Maximum Program Assistance, then the "Grant Amount" shall be deemed to be Maximum Program Assistance permitted.

SomerCor shall then revise the dollar amount originally set aside or reserved for lottery purposes to equal the Grant Amount. Any amount set aside in excess of the Grant Amount shall be aggregated with other excess reserves from other Grant-Eligible Applications. SomerCor shall promptly contact the number of Wait-Listed Applications (in numerical order) that corresponds to the aggregate excess reserves (re-reserving the Maximum Program Assistance to each Wait-Listed Applicant) and deem each to be an Eligible Application. SomerCor shall pursue the procedures for each such Eligible Application set forth beginning at subsection (c) herein.

Within the same 10-day period, SomerCor shall, for each Grant-Eligible Application, send a "Stage 3 Letter" to each such applicant stating:

- i) that their Application is a Grant-Eligible Application;
- ii) the Grant Amount for which the applicant is eligible;
- (iii) that Project costs incurred after the date of the Stage 3 Letter are grant-eligible provided the applicant and the Project meet all Program requirements (including that the applicant continues to meet the definition of Eligible Applicant as set forth in the Agreement;

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- iv) that the Project must be completed (as determined by SomerCor and DPD) within time required by ordinance (the "Stage 3 Project Period") after the date of the Stage 3 Letter; and
- v) SomerCor stands ready to help resolve any difficulties the applicant encounters in determining whether a proposed Project cost will be eligible under the Program guidelines.

(e) Final Project Eligibility Determination and Grant Closing. Following the close of the Stage 3 Project Period for each Grant-Eligible Application, SomerCor shall promptly determine whether the Grant-Eligible Application has fully complied with the Project work and all other requirements of the Program and the Stage 3 Letter within the Stage 3 Project Period.

If the Project fully complies except that the Eligible Costs actually incurred are less than were anticipated, then SomerCor shall recalculate the Grant Amount down from the Grant Amount set forth in the Stage 3 Letter and shall deem the revised amount the "Revised Grant Amount."

SomerCor shall then promptly notify each applicant whose Project fully complies with the Stage 3 Letter and all other Program requirements:

- i) that the Project fully complies with the Program requirements;
- ii) that SomerCor, on behalf of the City, will reimburse the Grant-Eligible Applicant the amount of \$XXXXXX, which amount is equal to the lesser of the Grant Amount or the Revised Grant Amount;
- iii) of the need to set a closing date for the Grant;
- iv) of the list of documents that the applicant must provide SomerCor at the closing; and
- v) that the Grant Funds for the Project will be disbursed within four to six weeks following the closing.

SomerCor shall attempt to close each Grant within 30 days of the ending date of the Stage 3 Project Period.

For each Grant-Eligible Application that both SomerCor and DPD have made a final determination is no longer eligible for Grant Funds, SomerCor shall as soon as possible after such determination send the applicant a "Rejection 3 Letter" stating, at minimum, the reasons the Application fails and that the Application shall not be eligible for reconsideration.

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EXHIBIT 2 to Sixty-Second Amending Agreement Form of Counsel's

Opinion

. 2022

City of Chicago
Department of Planning and Development 121 North LaSalle
Street Suite 1000
Chicago, Illinois 60602

RE: Amending Agreement to Administrative Services Agreement (the "Agreement")

Ladies and Gentlemen:

We have acted as counsel for SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), in connection with the execution and delivery of the Agreement by and between SomerCor and the City of Chicago, acting by and through its Department of Planning and Development (the "City"). SomerCor has requested that this opinion be furnished to the City.

In so acting as counsel for SomerCor we have examined:

- i) an executed original of the Agreement;
- ii) the Articles of Incorporation, including all amendments thereto, of SomerCor as furnished and certified by the Secretary of State of the State of Illinois (the "Articles");
- iii) the By-Laws of SomerCor, as certified by the Secretary of SomerCor as of the date hereof (the "By-Laws"); and
- iv) the Certificate of Good Standing dated _____, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of SomerCor (the "Certificate of Good Standing").

The Articles, By-Laws and Certificate of Good Standing are referred to collectively as the "Organization Documents".

In our capacity as counsel, we have also examined such other documents or instruments as we have deemed relevant for the purposes of rendering the opinions hereinafter set forth.

We have assumed, but have no reason to question, the legal capacity, authority and the genuineness of the signatures of and due and proper execution and delivery by the respective parties other than SomerCor which has made, executed or delivered or will make, execute and deliver the agreements and documents examined by us. We have also assumed that all documents submitted to us as originals are authentic and that all documents submitted to us as photostatic or certified copies conform to the original documents.

We have further assumed (i) that factual matters set forth in SomerCor's representations

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and warranties in the Agreement are true and accurate in all respects; (ii) that the conduct of the parties to the Agreement complies with any requirement of good faith, fair dealing and conscionability; and (iii) that there has not been any mutual mistake of fact, fraud, duress or undue influence.

We express no opinion as to (i) the laws of any state or jurisdiction other than the State of Illinois (and any political subdivisions thereof) and the United States of America; (ii) any matters pertaining or relating to the securities laws of the United States of America, the State of Illinois or any other state; (iii) any matters pertaining or related to the Employee Retirement Income Security Act of 1974 and any rules and regulations thereunder; (iv) any matters pertaining or relating to the taxation laws of the United States of America, the State of Illinois or any other state; and (v) any matters pertaining or relating to the criminal, quasi-criminal or civil forfeiture laws of the United States of America, the State of Illinois or any other state. Additionally, this opinion is limited to the matters set forth herein. No opinion may be inferred or implied beyond the matters expressly contained herein. We shall have no continuing obligations to inform you of changes in law or fact subsequent to the date hereof or of facts of which we become aware after the date hereof.

Based upon and subject to the assumptions and qualifications herein stated, it is our opinion that:

1. Based solely on our review of the Organization Documents, SomerCor is a not-for-profit corporation, duly organized and validly existing under the laws of the State of Illinois, SomerCor has made all filings required by the laws of the State of Illinois in respect of its formation and continuing existence, and has all requisite authority to carry on its business and to execute and deliver, and to consummate the transactions contemplated by, the Agreement.
2. Based solely on our review of the Organization Documents, the Agreement has been duly executed and delivered on behalf of SomerCor and constitutes a legal, valid and binding obligation of SomerCor, enforceable against SomerCor in accordance with its terms, except to the extent that enforcement of any such terms may be limited by: (a) applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or (b) judicial and public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce.
3. To our knowledge, there is no action, suit or proceeding at law or in equity pending, nor to our knowledge threatened, against or affecting SomerCor, before any court or before any governmental or administrative agency, which if adversely determined could materially and adversely affect the ability of SomerCor to perform under the Agreement or any of its business or properties or financial or other conditions.
4. The transactions contemplated by the Agreement are governed by the laws of the State of Illinois.
5. The execution and delivery of the Agreement and the consummation of the transactions contemplated thereby will not constitute:
 - A. a violation or breach of (i) the Articles of Incorporation of SomerCor, (ii) the By-Laws of SomerCor, (iii) to our knowledge, any provision of any

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contract or other instrument to which SomerCor is bound, or (iv) to our knowledge, any order, writ, injunction, decree, statute, rule or regulation binding on SomerCor, or

B. to our knowledge, a breach of any of the provisions of, or constitute a default under, or result in the creation or imposition of any lien or encumbrance upon any of the property of SomerCor pursuant to any agreement or other instrument to which SomerCor is a party or by which SomerCor is bound.

6. To our knowledge, no action of, or filing with, any governmental or public body is required to authorize, or is otherwise required for the validity of, the execution, delivery and performance of any of the Agreement.

In basing the opinions or other matters set forth in this letter, the words "our knowledge" signify that, in the course of representation of SomerCor, no facts have come to our attention that would give us actual (and not implied or constructive) knowledge or actual (and not implied or constructive) notice that any such opinions or other matters are not accurate. Except as otherwise expressly stated in this opinion, we have undertaken no investigation nor verification of such opinions and matters. Further, the words "our knowledge" and similar language used in this opinion are intended to be limited to only the actual knowledge of the attorneys within our firm who have been directly involved in representing SomerCor, namely .

The foregoing opinions are furnished exclusively for your benefit and may be relied upon by you in connection with the Agreement, but may not be delivered to or relied upon by any other person or entity without express written consent from the undersigned, which may be granted or denied in the undersigned's sole discretion.

Very truly yours,

CERTIFICATE OF FILING FOR CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 174957 Date of This Filing:08/01/2022 01:07 PM
Certificate Printed on: 08/01/2022 Original Filing Date:08/01/2022 01:07 PM

Disclosing Party: SomerCor 504, Tnc. Title:Program Director
Filed by: Mrs. Silvia Orozco

Matter: SBIF Administrative Service Agreement
Applicant: SomerCor 504, Inc. Specification #: Contract #:

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

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

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT Related
to Contract/Amendment/Solicitation EDS #174957**

SECTION I - GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS: SomerCor 504, Inc.

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is: the Applicant

B. Business address of the Disclosing Party:

**601 South La Salle Street Suite 510 Chicago, IL 60605
United States**

C. Telephone: 312-360-3334 Fax:

312-757-4370

D. Name of contact person: Mrs. Silvia Orozco

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

SBIF Administrative Service Agreement G. Which City agency or department is requesting this EDS? DEPT OF PLANNING AND DEVELOPMENT Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

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

Party: Not-for-profit corporation

Is the Disclosing Party also a 501 (c)(3) organization? No

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

B. DISCLOSING PARTY IS A LEGAL ENTITY:

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

Yes

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

Officer/Director: Lynn Dubajic

-2-

Title: Role:

Officer/Director:

Title:

Role:

Director Jon Winick

Director

Santiago Martinez

Director Michael Plumb

Director

Jeffrey Bronswick Director

Margaret Sweeney Director

Officer/Director:

Title:

Role:

Officer/Director:

Title:

Role:

Officer/Director:

Title:

Role:

Milan Maslic Executive Vice President Officer

Manuel Flores President & CEO Both

David Sommers Executive Vice President Officer

Officer/Director:

Title:

Role:

Officer/Director:

Title:

Role:

Thomas Huffman

Director

Debra Morack Senior Vice President Officer

-3-

Officer/Director:

Title:

Role:

Brian Comiskey Executive Vice President Officer

Officer/Director:

Title:

Role:

Officer/Director: Title:

Elisabeth Williams Vice President Officer

Eric Bacon Vice President Officer

Dean Avdalas

Director Brian Burke

Director

William W. Towns

Director James M. Bruno

Director

Erica McPherson Director

Julie Winterbauer

Director Simon Yohanan

Director

Michael Martino

-4-

Director

1 .a.5 Are there any members of the not-for-profit Disclosing Party which are legal entities?

No

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

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

1. Has the Disclosing Party retained or does it anticipate retaining any legal entities in connection with the Matter?

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No

3. Has the Disclosing Party retained or does it anticipate retaining any persons in connection with the Matter?

No

SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent

private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

I certify the above to be true

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

I certify the above to be true

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section 11 (B)(1) of this EDS:

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- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

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

I certify the above to be true

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom

- of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

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

I certify the above to be true

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

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

I certify the above to be true

8. [FOR APPLICANT ONLY]

- i. Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23. Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If MCC Chapter 1-23. Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

I certify the above to be true

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

I certify the above to be true

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/

subcontractors hired or to be hired in connection with the Matter certifications equal in

form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455f b). the Disclosing Party is not a "financial institution"

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

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

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

I can make the above verification

SECTION VI CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

No

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics <<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 this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

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- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/ or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must

supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23. Article

I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

No

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

No

APPENDIX C-PROHIBITION ON WAGE & SALARY HISTORY SCREENING

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com <<http://www.amlegal.com>>), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

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On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385.1 hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

Yes

ADDITIONAL INFO

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

List of vendor attachments uploaded by City staff None.

List of attachments uploaded by vendor None.

CERTIFICATION

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

Is/ 08/01/2022 Mrs. Silvia Orozco Program Director
Somercor 504, Inc.

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

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