



# Office of the City Clerk

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

## Legislation Text

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**File #:** O2021-5292, **Version:** 1

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OFFICE OF THE MAYOR  
CITY OF CHICAGO

LORI E. LIGHTFOOT  
MAYOR

November 17, 2021

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

Ladies and Gentlemen:

At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing the execution of an amended redevelopment agreement with KMW Communities LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours.

### ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of government pursuant to Article VII, Section 6(a) of the 1970 State of Illinois Constitution, and may exercise any power related to its local governmental affairs; and

WHEREAS, pursuant to an ordinance adopted by the City Council of the City ("City Council") on September 14, 2016, and published at pages 31250 through 31317 in the Journal of the Proceedings of the City Council of the City of Chicago ("Journal") of such date, the City and KMW Communities, LLC, an Illinois limited liability company (the "Developer"), entered into that certain Agreement for the Sale and Redevelopment of Land Agreement (the "Agreement") dated as of May 2, 2017, and recorded in the Office of

the Clerk of Cook County, Illinois (the . "Clerk's Office"), on May 5, 2017, as Document No. 1712519058; and

WHEREAS, pursuant to the Agreement, the City agreed to convey four parcels of real property commonly known as 6221-23 S. Woodlawn and 6134-36 S. Woodlawn ("Parcel 1"). 6223-33 S. Greenwood ("Parcel 2"), 6218-26 S. Woodlawn ("Parcel 3") and 6206-08 S. Greenwood ("Parcel 4") (collectively, the "Project Property") in phases to the Developer for Four Hundred Sixty-One Thousand Five Hundred and No/100 Dollars (\$461,500), which is a writedown of One Hundred Thousand and No/Dollars (\$ 100,000) from the Project Property's appraised fair market value; and

WHEREAS, pursuant to the Agreement, the Developer is required to develop a four phase (each such phase, "Phase") scattered-site housing development on the Project Property, consisting of four (4) single-family homes on Parcel 1 ("Phase I"), five (5) single-family homes on Parcel 2 ("Phase H"), twelve (12) town homes on Parcel 3 ("Phase HI") and a four (4) unit condominium building ("Condominium Building") on Parcel 4 ("Phase IV"), for a total of twenty-five (25) housing units ("Housing Units") (collectively, the "Original Project"); and

WHEREAS, pursuant to the Agreement, the City has conveyed to the Developer Parcel 1, by the City's quitclaim deed, dated May 2, 2017, and recorded with the Clerk's Office on May 5, 2020 as Document No. 1712519059; and

WHEREAS, pursuant to the Agreement, the Developer has completed Phase I of the Original Project and Parcel 1 is released from the Agreement, as evidenced by those partial certificates of completion dated as of February 13, 2019 and October 3, 2019, and recorded in Clerk's Office on February 15,2019, as Document No. 1904616097, March 1,2019, as Document No. 1906046023, and on October 15,2019, as Document Nos. 1928822164 and 1928822165; and

WHEREAS, pursuant to the Agreement, the City has conveyed to the Developer Parcel 2, by the City's quitclaim deed, dated March 12,2020, and recorded with the Clerk's Office on March 30, 2020 as Document No. 2009003304; and

WHEREAS, pursuant to the Agreement, the Developer is currently constructing Phase II of the Original Project on Parcel 2; and

WHEREAS, pursuant to the Agreement, the City has yet to convey to the Developer to Parcel 3 and Parcel 4; and

WHEREAS, the City and the Developer desire to make certain changes to Phase III and Phase IV of the Original Project; and

WHEREAS, Section 2-44-080 ofthe Municipal Code of Chicago (the "2015 Affordable Requirements Ordinance" or the "2015 ARO") obligates the City to impose certain affordability requirements upon developers who undertake residential development projects that include ten (10) or more housing units and that receive City assistance in the form of the sale of City land, financial assistance, or approval of certain zoning changes; and

WHEREAS, pursuant to the 2015 ARO and as set forth in the Agreement, the Original Project is a Residential Housing Project within the meaning of the 2015 ARO; and

WHEREAS, the 2015 ARO divides the city into three (3) zones for purposes of applying the ARO's affordable housing requirements. The three zones are referred to in the 2015 ARO and the Agreement as Low-Moderate Income Areas, Higher Income Areas and Downtown Districts; and

WHEREAS, the 2015 ARO requires developers of Residential Housing Projects in every zone to (i) set aside 10% of the housing units in the Residential Housing Project as Affordable Units (as such term is defined in the 2015 ARO), or provide the Affordable Units in an approved off-site location; (ii) pay a fee in lieu of the development of the Affordable Units; or (iii) any combination of (i) and (ii); provided, however, Residential Housing Projects with twenty (20) or more units ("Larger Projects") in Low-Moderate Income Areas (rental and for-sale), Higher Income Areas (rental and for-sale) and Downtown Districts (rental only) must provide a minimum of 25% of the Affordable Units (the "Required Units") on-site or (for projects in Higher Income Areas and Downtown Districts) off-site; and

WHEREAS, the Original Project is located in a Low-Moderate Income Area and constitutes a Larger Project and, as a result, the Developer's 2015 ARO obligation is three (3) units (10% of 25), one of which is a Required Unit (2.5% of 25, rounded up); and

WHEREAS, pursuant to the Agreement, the Developer is to provide one Required Unit and pay the in lieu fee for the remainder of the Affordable Units; and

WHEREAS, pursuant to the 2015 ARO, the in lieu fee is currently equal to Fifty-Three Thousand Six Hundred Ninety-Seven and 00/100 Dollars (\$53,697) for each Affordable Unit (a "Cash Payment");

WHEREAS, pursuant to the 2015 ARO, each Cash Payment will be recalculated at time of payment and may be adjusted based on changes in the consumer price index; and

WHEREAS, the Developer has requested and the Department has agreed that the Developer can increase the Housing Units in Phase III from twelve (12) town homes to fourteen (14) town homes (the "Revised Phase III"); and

WHEREAS, the Developer has requested and the Department has agreed that the Required Unit shall no longer be located in the Condominium Building (the "Revised Phase IV"); and

WHEREAS, Phase I, Phase II, Revised Phase III and Revised Phase IV are collectively referred to herein as the "Revised Project": and

WHEREAS, Parcel 3 and Parcel 4 are as legally described on Exhibit A attached hereto (the "Revised Project Property"); and

WHEREAS, the Revised Project contains twenty-seven (27) Housing Units; and

WHEREAS, the Developer's 2015 ARO obligation for the Revised Project remains three (3) units (10%

of 27), one of which is a Required Unit (2.5% of 27, rounded up); and

WHEREAS, the Department has requested and the Developer has agreed that the Required Unit shall be located in the Revised Phase III; and

WHEREAS, pursuant to the Agreement, Developer has provided to the City a Phase I Environmental Site Assessment conducted in compliance with ASTM E1527-13, and such Phase I Environmental Site Assessment identified Recognized Environmental Conditions on Parcel 3; and

WHEREAS, pursuant to the Agreement, the Developer has obtained a Phase II Environmental Site Assessment to ascertain the presence of any environmental impacts on Parcel 3 that may be associated with the Recognized Environmental Conditions; and

WHEREAS, the Phase II Environmental Site Assessment identified environmental contamination on Parcel 3 above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code Part 742; and

WHEREAS, due to Parcel 3's environmental contamination and pursuant to the Agreement, Developer will enroll Parcel 3 in the Illinois Environmental Protection Agency's Site Remediation Program in order to further identify and remediate the environmental condition of Parcel 3 and obtain a final comprehensive No Further Remediation Letter approving Parcel 3 for residential use; and '

WHEREAS, the Developer anticipates that the cost of the environmental remediation may be as high One Hundred Eighty-Four Thousand Five Hundred Sixteen and No/100 Dollars (\$184,516); and

WHEREAS, the Developer has advised the Department that the anticipated cost of the environmental remediation of Parcel 3 makes the Revised Phase III economically unfeasible; and

WHEREAS, pursuant to the Agreement, the Developer is to pay to the City One Hundred Eighty-Eight Thousand Five Hundred and No/100 Dollars (\$188,500) upon the City's conveyance of Parcel 3 to the Developer (the "Parcel 3 Purchase Price"); and

WHEREAS, as the anticipated cost of the environmental remediation for Parcel 3 may be almost equal to the Parcel 3 Purchase Price, the Department has suggested and the Developer has agreed that the Parcel 3 Purchase Price shall be deposited into an escrow account to be held by a third-party title insurance company for the purpose of reimbursing the Developer for certain environmental remediation costs approved by the City and incurred by the Developer in relation to Parcel 3; and

**WHEREAS, the Department and the Developer desire to modify the terms of the Agreement to approve the Revised Project, allow for the Parcel 3 Purchase Price to be deposited into escrow and for other purposes; now, therefore,**

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

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Housing ("DOH Commissioner") or a designee of the DOH Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a first amendment to the Agreement between the City and the Developer, in substantially the form attached hereto as Exhibit B and made a part hereof (the "First Amendment"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the First Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the First Amendment. The Parcel 3 Purchase Price shall be deposited into an escrow account ("Escrow Account") to be held by a third-party title insurance company for purposes of funding the Developer's Approved Costs (as set forth in the First Amendment), pursuant to a joint written order environmental escrow agreement in a form acceptable to the Department of Assets, Information and Services ("Escrow Agreement"). The Commissioner of the Department of Assets, Information and Services ("AIS Commissioner") or a designee of the AIS Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to the form and legality, to negotiate, execute and deliver the Escrow Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Escrow Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Escrow Agreement.

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 and approval.**

**EXHIBIT A**

**LEGAL DESCRIPTION OF REVISED PROJECT PROPERTY**

Parcel 3

All of Lots 3, 4, and 5 and the East 60 feet of Lot 9 and the East 60 feet of the South Vi of Lot 10, all in Block 12 in Charles Busby's Subdivision of the South Vi of the Southwest V\* (except 2 Vi acres thereof) of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property Index Number: 20-14-318-019-0000

Commonly known as: 6218-26 S. Woodlawn



"Project Property") in phases to the Developer for Four Hundred Sixty-One Thousand Five Hundred and No/100 Dollars (\$461,500), which is a writedown of One Hundred Thousand and No/Dollars (\$100,000) from the Project Property's appraised fair market value; and

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WHEREAS, pursuant to the Agreement, the Developer is required to develop a four phase (each such phase, "Phase") scattered-site housing development on the Project Property, consisting of four (4) single-family homes on Parcel 1 ("Phase I"), five (5) single-family homes on Parcel 2 ("Phase II"), twelve (12) town homes on Parcel 3 ("Phase III") and a four (4) unit condominium building ("Condominium Building") on Parcel 4 ("Phase IV"), for a total of twenty-five (25) housing units ("Housing Units") (collectively, the "Original Project"); and

WHEREAS, pursuant to the Agreement, the City has conveyed to the Developer Parcel 1, by the City's quitclaim deed, dated May 2, 2017, and recorded with the Clerk's Office on May 5, 2020 as Document No. 1712519059; and

WHEREAS, pursuant to the Agreement, the Developer has completed Phase I of the Original Project and Parcel 1 is released from the Agreement, as evidenced by those partial certificates of completion dated as of February 13, 2019 and October 3, 2019, and recorded in Clerk's Office on February 15, 2019, as Document No. 1904616097, March 1, 2019, as Document No. 1906046023, and on October 15, 2019, as Document Nos. 1928822164 and 1928822165; and

WHEREAS, pursuant to the Agreement, the City has conveyed to the Developer Parcel 2, by the City's quitclaim deed, dated March 12, 2020, and recorded with the Clerk's Office on March 30, 2020 as Document No. 2009003304; and

WHEREAS, pursuant to the Agreement, the Developer is currently constructing Phase II of the Original Project on Parcel 2; and

WHEREAS, pursuant to the Agreement, the City has yet to convey to the Developer to Parcel 3 and Parcel 4; and

WHEREAS, the City and the Developer desire to make certain changes to Phase III and Phase IV of the Original Project; and

WHEREAS, Section 2-44-080 of the Municipal Code of Chicago (the "2015 Affordable Requirements Ordinance" or the "2015 ARO") obligates the City to impose certain affordability requirements upon developers who undertake residential development projects that include ten (10) or more housing units and that receive City assistance in the form of the sale of City land, financial assistance, or approval of certain zoning changes; and

WHEREAS, pursuant to the 2015 ARO and as set forth in the Agreement, the Original Project is a

Residential Housing Project within the meaning of the 2015 ARO; and

WHEREAS, the 2015 ARO divides the city into three (3) zones for purposes of applying the ARO's affordable housing requirements. The three zones are referred to in the 2015 ARO and the Agreement as Low-Moderate Income Areas, Higher Income Areas and Downtown Districts; and

WHEREAS, the 2015 ARO requires developers of Residential Housing Projects in every zone to (i) set aside 10% of the housing units in the Residential Housing Project as Affordable

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Units (as such term is defined in the 2015 ARO), or provide the Affordable Units in an approved off-site location; (ii) pay a fee in lieu of the development of the Affordable Units; or (iii) any combination of (i) and (ii); provided, however, Residential Housing Projects with twenty (20) or more units ("Larger Projects") in Low-Moderate Income Areas (rental and for-sale), Higher Income Areas (rental and for-sale) and Downtown Districts (rental only) must provide a minimum of 25% of the Affordable Units (the "Required Units") on-site or (for projects in Higher Income Areas and Downtown Districts) off-site; and

WHEREAS, the Original Project is located in a Low-Moderate Income Area and constitutes a Larger Project and, as a result, the Developer's 2015 ARO obligation is three (3) units (10% of 25), one of which is a Required Unit (2.5% of 25, rounded up); and

WHEREAS, pursuant to the Agreement, the Developer is to provide one Required Unit and pay the in lieu fee for the remainder of the Affordable Units; and

WHEREAS, pursuant to the 2015 ARO, the in lieu fee is currently equal to Fifty-Three Thousand Six Hundred Ninety-Seven and 00/100 Dollars (\$53,697) for each Affordable Unit (a "Cash Payment");

WHEREAS, pursuant to the 2015 ARO, each Cash Payment will be recalculated at time of payment (as set forth in Section 8 below) and may be adjusted based on changes in the consumer price index; and

WHEREAS, the Developer has requested and the Department has agreed that the Developer can increase the Housing Units in Phase III from twelve (12) town homes to fourteen (.14) town homes (the "Revised Phase HI"); and

WHEREAS, the Developer has requested and the Department has agreed that the Required Unit shall no longer be located in the Condominium Building (the "Revised Phase IV"); and

WHEREAS, Phase I, Phase II, Revised Phase III and Revised Phase IV are collectively referred to herein as the "Revised Project": and

WHEREAS, Parcel 3 and Parcel 4 are as legally described on Exhibit A attached hereto (the "Revised Project Property"); and

WHEREAS, the Revised Project contains twenty-seven (27) Housing Units; and

WHEREAS, the Developer's 2015 ARO obligation for the Revised Project remains three (3) units (10%



of 27), one of which is a Required Unit (2.5% of 27, rounded up); and

WHEREAS, the Department has requested and the Developer has agreed that the Required Unit shall be located in the Revised Phase III, as described in the Affordable Housing Profile substantially in the form attached hereto as Exhibit B; and

WHEREAS, pursuant to the Agreement, Developer has provided to the City a Phase I Environmental Site Assessment conducted in compliance with ASTM E1527-13, and such Phase

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I Environmental Site Assessment identified Recognized Environmental Conditions on Parcel 3; and

WHEREAS, pursuant to the Agreement, the Developer has obtained a Phase II Environmental Site Assessment to ascertain the presence of any environmental impacts on Parcel 3 that may be associated with the Recognized Environmental Conditions; and

WHEREAS, the Phase II Environmental Site Assessment identified environmental contamination on Parcel 3 above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code Part 742; and

WHEREAS, due to Parcel 3's environmental contamination and pursuant to the Agreement, Developer will enroll Parcel 3 in the Illinois Environmental Protection Agency's Site Remediation Program in order to further identify and remediate the environmental condition of Parcel 3 and obtain a final comprehensive No Further Remediation Letter approving Parcel 3 for residential use; and

WHEREAS, the Developer anticipates that the cost of the environmental remediation may be as high One Hundred Eighty-Four Thousand Five Hundred Sixteen and No/100 Dollars (\$184,516); and

WHEREAS, the Developer has advised the Department that the anticipated cost of the environmental remediation of Parcel 3 makes the Revised Phase III economically unfeasible; and

WHEREAS, pursuant to the Agreement, the Developer is to pay to the City One Hundred Eighty-Eight Thousand Five Hundred and No/100 Dollars (\$188,500) upon the City's conveyance of Parcel 3 to the Developer (the "Parcel 3 Purchase Price"); and

WHEREAS, as the anticipated cost of the environmental remediation for Parcel 3 may be almost equal to the Parcel 3 Purchase Price, the Department has suggested and the Developer has agreed that the Parcel 3 Purchase Price shall be deposited into an escrow account to be held by a third-party title insurance company for the purpose of reimbursing the Developer for certain environmental remediation costs approved by the City and incurred by the Developer in relation to Parcel 3; and

WHEREAS, the Department and the Developer desire to modify the terms of the Agreement to approve the Revised Project, allow for the Parcel 3 Purchase Price to be deposited into escrow and for other purposes as more fully set forth below; and

WHEREAS, the City Council, pursuant to an ordinance adopted on \_\_\_\_\_, 20\_\_\_\_, and published at pages \_\_\_\_\_ through \_\_\_\_\_ in the Journal of such \_\_\_\_\_

date, authorized this First Amendment;

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

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1. INCORPORATION OF RECITALS; DEFINED TERMS. The foregoing recitals constitute an integral part of this First Amendment and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties. All capitalized terms used but not otherwise defined herein shall have the same meanings given to said terms in the Agreement.

2. DEPARTMENT OF HOUSING. Pursuant to Section 2-44-040(a)(3) of the Municipal Code of Chicago, any reference in the Agreement or this First Amendment to the "Department" shall be deemed to mean the City's Department of Housing.

3. APPROVAL OF REVISED PHASES AND REVISED PROJECT. The City hereby approves the Revised Phase III, the Revised Phase IV and the Revised Project. Any reference in the Agreement or this First Amendment to the "Phase III" shall be deemed to mean the Revised Phase III. Any reference in the Agreement or this First Amendment to the "Phase IV" shall be deemed to mean the Revised Phase IV. Any reference in the Agreement or this First Amendment to the "Project" shall be deemed to mean the Revised Project.

4. AFFORDABLE HOUSING PROFILE. Exhibit E to the Agreement is hereby amended by deleting the exhibit in its entirety and replacing it with Exhibit B attached hereto. Any reference in the Agreement or this First Amendment to the "Exhibit E" or the "Affordable Housing Profile" shall be deemed to mean Exhibit B attached hereto.

5. PHASE III DRAWINGS. Exhibit C to the Agreement is hereby amended by deleting the Phase III plans and drawings in their entirety and replacing them with Exhibit C attached hereto. Any reference to the Phase III plans and drawings in the Agreement or this First Amendment shall be deemed to mean Exhibit C attached hereto.

6. JOINT ORDER ESCROW AGREEMENT. The Agreement is hereby amended by adding Exhibit F which Exhibit F shall be Exhibit D attached hereto. Any reference in the Agreement or this First Amendment to the "Exhibit F" shall be deemed to mean Exhibit D attached hereto.

7. PHASE I ESA & ENVIRONMENTAL ESCROW. Section 9.2.E of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

9.2.E(i) Phase I ESA. Prior to the conveyance of Parcel 3, the Developer shall have delivered a Phase I Environmental Site Assessment conducted in compliance with ASTM E1527-13 ("Phase I ESA") report, dated within 180 days prior to the Parcel Closing Date for Parcel 3, to the City. The environmental consultant must provide a reliance letter naming the City of Chicago as an authorized user of the Phase I ESA report.

9.2.E(ii) Environmental Escrow. At the Parcel Closing for Parcel 3, the Parties will deposit the Parcel 3

Purchase Price (such amount, the "Joint Order Deposit") in a joint order escrow account ("Escrow Account") pursuant to a joint order escrow agreement in substantially the form attached hereto as Exhibit F (the "Joint Order Escrow Agreement"). The Developer will be entitled

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to draw from the Escrow Account as funds are expended for the costs set forth in Schedule 4 of the Joint Order Escrow Agreement (such costs, the "Approved Project Costs"). Any funds remaining (including interest, if any) in the Escrow Account after either (i) the Developer completes the Remediation Work (as defined in Section 22.3) and is reimbursed from the Escrow Account for Approved Project Costs in accordance with this Section 9.2.E(ii), or (ii) the Developer fails to complete the Remediation Work by the completion date set forth in Section 12.2. as such date may be extended in writing by the Department in its sole and absolute discretion ((i) and (ii), each referred to as an "Escrow Termination Condition"), will belong to the City and the City will have the sole right to direct the escrow agent to disburse the funds in the Escrow Account to the City following the occurrence of either Escrow Termination Condition.

8. RESTRICTIONS ON USE. Section 14.2 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

14.2 The Developer shall satisfy its affordable housing obligation under the ARO by designating one (1) town home Housing Unit in Phase III as the Required Unit and paying the in lieu fee for the remainder of the Affordable Units as described in the Affordable Housing Profile substantially in the form attached hereto as Exhibit E. Prior to the issuance of any building permits for Phase III, including, without limitation, excavation or foundation permits, the Developer shall: (1) execute and record an affordable housing agreement in accordance with Section 2-44-080(L) of the 2015 ARO ("Affordable Housing Agreement") to secure the Developer's obligation to construct the Required Unit; and (2) make the first Cash Payment, recalculated pursuant to the 2015 ARO. Prior to the issuance of any building permits for Phase IV, including without limitation, excavation or foundation permits, the Developer shall make the second Cash Payment, recalculated pursuant to the 2015 ARO. The Developer acknowledges and agrees that the Affordable Housing Agreement will be recorded against the applicable Parcel and will constitute a lien against such Parcel.

9. ENVIRONMENTAL MATTERS. Section 22.3 of the Agreement is hereby deleted in the entirety and the following is substituted in lieu thereof:

22.3 The Developer shall provide the City with a Phase I ESA report for Parcel 3. The Developer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. The City's Department of Assets, Information and Services (together with any successor department thereto, "AIS") shall have the right to review and approve the sufficiency of the Phase I ESA report for Parcel 3. Upon AIS's request, the Developer shall perform additional tests for the purpose of determining whether any environmental or health risks would be associated with the development of the Project on Parcel 3, including, without limitation, updated or expanding the Phase I ESA report(s) and performing

initial or additional Phase II Environmental Site Assessment(s) report(s) (collectively, the "Reports"). The environmental consultant must provide a reliance letter naming the City of Chicago as an authorized user of the Reports.

In the event that the Phase I ESA report for Parcel 3 identifies any Recognized Environmental Condition ("REC"), the Developer shall perform a Phase II Environmental Site Assessment report to ascertain the presence of any environmental impacts that may be associated

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with RECs. If an environmental condition is discovered that requires environmental remediation, including any exceedance of Illinois Environmental Protection Agency's ("IEPA") Tiered Approach to Corrective Action Objectives ("TACO") Tier 1 residential criteria, then the Developer shall enroll Parcel 3 into the IEPA Site Remediation Program ("SRP") and take all necessary and proper steps to obtain a Remedial Action Plan Approval Letter issued by the IEPA ("RAP Approval Letter") for Parcel 3. The Developer acknowledges and agrees that it may not commence construction on Parcel 3 until the IEPA issues, and AIS approves, a RAP Approval Letter for Parcel 3.

After AIS approves the RAP Approval Letter, the Developer covenants and agrees to complete all investigation, removal, response, disposal, remediation and other activities ("Remediation Work") necessary to obtain a final comprehensive No Further Remediation Letter from the IEPA approving the use of Parcel 3 for residential use ("Final Residential NFR Letter"). The Final Residential NFR Letter may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA. AIS shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report (collectively, the "SRP Documents") and the Final Residential NFR Letter and any changes thereto. AIS shall also have the right to review in advance and approve the Developer's estimate of the cost to perform the Remediation Work. The Developer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. The Developer shall promptly transmit to the City copies of all Environmental Documents prepared or received after the date hereof, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies with respect to the Remediation Work.

Developer shall be solely responsible for all site preparation, SRP and environmental oversight costs, including, but not limited to, report preparation, IEPA fees, remediation oversight, the removal of soil, pre-existing building foundations, soil exceeding the IEPA's Tiered Approach to Cleanup Objectives for the proposed uses of Parcel 3, and demolition debris, the removal, disposal, storage, remediation, removal or treatment of Hazardous Materials (as defined below) from Parcel 3, and the construction of any engineered barriers required to obtain the Final Residential NFR Letter. The Developer shall promptly transmit to the City copies of all Environmental Documents prepared or received after the date hereof, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies with respect to the Remediation Work.

The Developer acknowledges and agrees that the City will not issue a Partial Certificate of Completion or a Certificate of Occupancy for Phase III of the Project until the IEPA has issued, and the City has approved, the Final Residential NFR Letter for Parcel 3.

The Developer must abide by the terms and conditions of the Final Residential NFR letter.

10. REPRESENTATIONS AND WARRANTIES. To induce the City to execute this First Amendment and perform its obligations hereunder, the Developer hereby represents and

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warrants to the City that as of the date of this First Amendment the following shall be true and correct in all respects:

a) The Developer is a limited liability company, validly existing and in good standing under the laws of the State of Illinois with full power and authority to own and redevelop the First Amendment Property, and the person signing this First Amendment on behalf of the Developer has the authority to do so.

b) All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the Developer (and any legal entity holding an interest in the Developer) are true, accurate and complete.

c) The Developer's execution, delivery and performance of this First Amendment and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under, any other agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the First Amendment Property is bound.

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

e) To the best of the Developer's knowledge, the Revised Project will not violate: (a) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (b) any building permit, restriction of record or other agreement affecting the Property.

11. NOTICES. The notice address table in Section 25 of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

City of Chicago  
Department of Housing  
121 North LaSalle Street, Room 1000  
Chicago, Illinois 60602  
Attn: Commissioner

City of Chicago  
Department of Law  
121 North LaSalle Street, Suite 600  
Chicago, Illinois 60602  
Attn: Real Estate & Land Use Division

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If to the Developer:                   KMW Communities, LLC  
2950 W. Chicago Ave., Suite 304 Chicago,  
Illinois 60622 Attn: Bill Williams

With a copy to                           Peter C. Quigley  
53 W. Jackson, Suite 601 Chicago,  
Illinois 60604

12. RATIFICATION. Except as provided in this First Amendment, the terms of the Agreement are hereby ratified and confirmed and the parties agree that the provisions contained therein are in full force and effect, as amended hereby, as of the date hereof. Any reference to the "Agreement" shall mean the Agreement, as modified by this First Amendment.

13. CONFLICT. In case of a conflict between the terms and conditions of the Agreement and this First Amendment, the terms and conditions of this First Amendment shall govern and control.

14. COUNTERPARTS. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[signatures appear on the following page]

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IN WITNESS WHEREOF, the parties have executed this First Amendment effective as of the day and year first set forth above.

CITY OF CHICAGO, an Illinois municipal corporation

By:

Marisa C. No vara Commissioner of  
Housing

KMW COMMUNITIES, LLC, an Illinois limited liability company

By:

Bill Williams Managing Member

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

City of Chicago Department of Law Real Estate &  
Land Use Division 121 North LaSalle Street, Suite  
600 Chicago, Illinois 60602





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**EXHIBIT A**

**LEGAL DESCRIPTION OF REVISED PROJECT PROPERTY**

Parcel 3

All of Lots 3,4, and 5 and the East 60 feet of Lot 9 and the East 60 feet of the South  $V_2$  of Lot 10, all in Block 12 in Charles Busby's Subdivision of the South  $V_i$  of the Southwest  $\%$  (except 2  $V_i$  acres thereof) of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property Index Number: 20-14-318-019-0000

Commonly known as: 6218-26 S. Woodlawn  
Chicago, Illinois 60637

Parcel 4

Lot 1 in Katherine B. Williams' Subdivision of that part of the Northeast  $\frac{1}{4}$  of Block 10 in Charles Busby's Subdivision of the South  $V_i$  of the Southwest  $\%$  (except 2  $V_i$  acres thereof) of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property Index Numbers: 20-14-316-030-0000 and  
20-14-316-031-0000

Commonly known as: 6206-08 S. Greenwood  
Chicago, Illinois 60637

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**EXHIBIT B AFFORDABLE HOUSING PROFILE**

(ATTACHED)



Developer Address 2950 W Chicago ave, Suite 304, Chicago. IL 60622  
Email bill.will@kmwcommunities.com <mailto:bill.will@kmwcommunities.com> Developer Phone 312-543-0759  
Attorney Name Peter Quigley Attorney Phone 312-386-9663

**TIMING**

Estimated date marketing will begin May 2021 Estimated date of building permit\* June 2021 Estimated date ARO units will be complete May- June 2022

\*the in-lieu fee, recorded covenant and \$5,000 per unit administration fee (for off-site units) are required prior to the issuance of any building permits, including the foundation permit.

**PROPOSED UNITS MEET REQUIREMENTS (to be executed by Developer & ARO Project Manager)**  
Bill Williams 5/28/21

Developer or their agent	Date
V V	June 9, 2021
V -- ^	/
Justin Roo>oTDenise Roman, DOH	Date

**IESrAR©**

**ARO Web Form**

**Applicant Contact Information**

Name: Bill Williams  
Email: bill.will@kmwcommunities.com <mailto:bill.will@kmwcommunities.com>

**Development Information**

Are you rezoning to downtown?: No

**Is your project subject to the ARO Pilots?: 2015 ARO REQUIREMENTS APPLY**

**Address Submitted Date: 05/25/2021**

Number From :6216 Number To: 6226 Direction: S  
Street Number:Woodlawn Postal Code: 60637

**Development Name**

Inspire Woodlawn

**Information**

Ward :20

ARO Zone: Low / Moderate Income

**Details**

ARO trigger City Land

Total units: 27

Development type: Sale

TSL Project: TSL-or FAR doesn't exceed 3.5

Submitted date: 05/25/2021

**Requirements**

Affordable units : 3 \*On-site aff. Units: 1 Tooeiocated at82ie s Woodlawn Unit E How

do you intend to meet your required obiligation On-Site:1 Off-Site: 0

**On-Site to CHA or Authorized agency: 0 Off-Site to CHA or Authorized agency: 0 Total Units:**

**0 In-Lieu Fee Owed: \$107,394 (2 ARO Units X \$53,697)**

The web form and Unit Mix Details represent the townhome units in Phase III only, as the ARO unit will be located in the townhomes.

address (or PIN)	permit number	date permit issued
6221 S Woiodtawn 100677215		2/16/2017
6223 S WoodEawn ! 100677235		2/16/2017
6134 S Greenwood   10C677236		2/16)2017
6136 S Greenwood 100677237		2/16/2017
6223 S Greenwood ' 100677238		12/13/2019
6225 S Greenwood 100677240		12/16/2019
6229 S Greenwood 100831927		1/6/2020
6231 S Greenwood 100677244		12/13/2019
6233 S Greenwood 100677246		12/13/2019

"Prior to the issuance of any building permits for Phase III. including, without limitation, excavation or foundation permits: (1) an Affordable Housing Agreement must be executed for 3216 S. Woodlawn, Unit E; and (2) an in-lieu payment, recalculated pursuant to Section 2-44-080 of the Municipal Code of Chicago ("2015 ARO") must be made. Prior to the issuance of any building permits for Phase IV. including v/ithout limitation, excavation or foundation permits, a second in-lieu payment, recalculated pursuant to the 2015 ARO must be made."

Scope of project:

Phase I (6221-23 S Woodlawn & 6134-36 S Greenwood): 4 single family homes (2 per address range)

Phase II (6223-33 S Greenwood): 5 single family homes  
Phase III (6218-26 S Woodlawn): 14 townhomes  
Phase IV (6206-08 S Greenwood): 4 unit condominium building

Total unit count: 27

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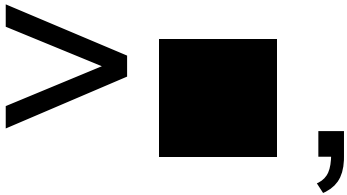
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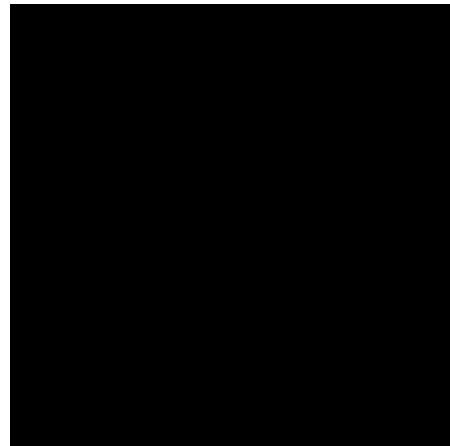
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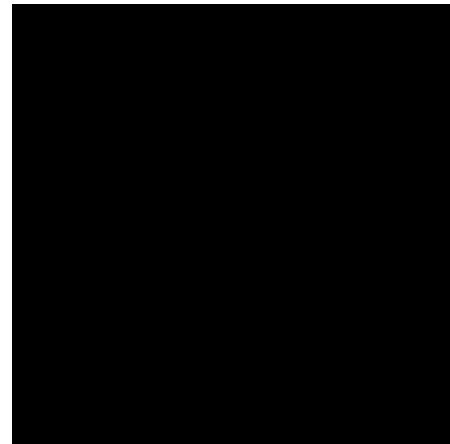
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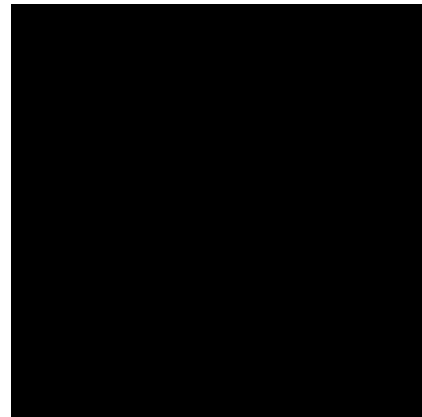
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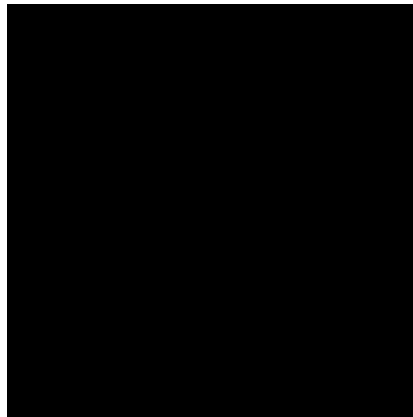
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**EXHIBIT C PHASE III PLANS**

(ATTACHED)

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Work will be performed on the Property legally described in Schedule 1 attached hereto and commonly known as 6218-26 S. Woodlawn, Chicago, Illinois.

2. The funds shall be disbursed by Escrowee only upon the written joint order of (1) \_\_\_\_\_, in her/his capacity as the \_\_\_\_\_ of Purchaser, or her/his duly authorized designee, (2) the Commissioner or Managing Deputy Commissioner of the Department of Assets, Information and Services, and (3) any officer of Lender. That written order must be substantially in the form of Schedule 2 attached hereto. The joint order shall be accompanied by a written statement from \_\_\_\_\_, Purchaser's general contractor or environmental remediation contractor, in substantially the form of Schedule 3 attached hereto, which statement shall be attached to the joint order. Draw requests can be submitted on a monthly basis (i.e., within 30 days of the Purchaser incurring the expense for Approved Project Costs.

3. Escrowee is hereby expressly authorized to disregard, in its sole discretion, any and all notices or warnings not given jointly by all of the parties to this Agreement, but Escrowee is

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hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Escrowee obeys or complies with any such order, judgment or decree of any court, it shall not be liable to any of the parties to this Agreement or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this Agreement, to which Escrowee is or may be at any time become a party, Escrowee shall have a lien on the escrow funds for any and all costs and attorneys' fees, whether such attorney shall be regularly retained or specifically employed, and any other expenses that Escrowee may have incurred or become liable for an account thereof out of said escrow funds, and the parties to this Agreement jointly and severally agree to pay Escrowee upon demand all such costs, fees and expenses so incurred.

4. Except as set forth in Paragraph 10 hereof, in no case shall escrow funds be surrendered except on a joint order signed by Purchaser and the City or their respective legal representatives or successors or as directed pursuant to Paragraph 3 above or in obedience of the process or order of court as provided in this Agreement.

5. If conflicting demands are made upon Escrowee or legal action is brought in connection with this Agreement, Escrowee may withhold all performance without liability therefore, or Escrowee may file suit for interpleader or declaratory relief. If Escrowee is required to respond to any legal summons or proceedings, or if any action of interpleader or declaratory relief is brought by Escrowee, or if conflicting demands or notice by parties to this Agreement or by others are served upon Escrowee, the parties jointly and severally agree to pay escrow fees and all costs, expenses, and attorneys' fees expended or incurred by Escrowee as a result of any of the above described events. The undersigned parties further agree to save Escrowee harmless from all losses and expenses, including reasonable attorneys' fees and court costs incurred by reason of any claim, demand, or action filed with respect to this Agreement. The undersigned jointly and severally agree to pay the fees of Escrowee and reimburse Escrowee for all expenses incurred in connection with this Agreement and direct that all sums due to Escrowee pursuant to this Agreement be deducted from the escrow funds. The undersigned hereby grant Escrowee a lien against the escrow funds to secure all sums due Escrowee. The



Escrowee shall not be liable for any act which it may do or omit to do hereunder in good faith and the reasonable exercise of its own best judgment. Any act done or omitted by the Escrowee pursuant to the advice of its legal counsel shall be deemed conclusively to have been performed in good faith by the Escrowee.

6. This Agreement is intended to implement, is not intended to cancel, supersede or modify the terms of the Redevelopment Agreement, or any agreement by and between Purchaser and the City. The duties and responsibilities of Escrowee are limited to this Agreement and the Escrowee shall not be subject to nor obligated to recognize any other agreement between the parties, provided, however, that these escrow instructions may be amended at any time by an instrument in writing signed by all of the undersigned.

7. Purchaser, Lender and the City warrant to and agree with Escrowee that, unless otherwise expressly set forth in this Agreement: (a) there is no security interest in the escrow funds or any part thereof; (b) no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the

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escrow funds or any part thereof; and (c) Escrowee shall have no responsibility at any time to ascertain whether or not any security interest exists in the escrow funds or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the escrow funds or any part thereof.

8. The fee for establishing the escrow is \_\_\_\_\_, payable by Purchaser at the time the escrow funds are deposited. An annual fee of \$ \_\_\_\_\_ will be due from Purchaser for each year (or part thereof) the escrow account remains open (with any part of the deposit not disbursed) after \_\_\_\_\_, 20\_\_\_\_. Wire transfer or overnight delivery fees will be assessed at the rate of \$ \_\_\_\_\_ **each. All fees relating to this escrow account shall be billable to and payable solely by Purchaser. FUNDS FROM THE ESCROW ACCOUNT MAY NOT BE USED TO PAY SUCH FEES.**

9. \_\_\_\_\_ may resign as Escrowee by giving ten (10) days prior written notice by certified mail, return receipt requested, sent to Purchaser, Lender and the City care of their designated representatives and at the addresses set forth below; and thereafter Escrowee shall deliver all remaining escrow funds to a successor Escrowee named by Purchaser and the City in a joint written and signed order. If Purchaser and the City do not agree on a successor Escrowee, then Escrowee shall deliver all remaining escrow funds to the City.

10. This Agreement shall terminate ten (10) days following the earlier of: (i) the date on which the Purchaser completes the Remediation Work in accordance with the terms of the, as evidenced by the Purchaser's recording of the Final NFR Letter, or (ii) \_\_\_\_\_, 20\_\_\_\_, as such date may be extended in writing by the City. All funds, including accumulated interest on the escrow funds, remaining in the escrow account on such termination date will belong to the City and the City will have the sole right to direct the escrow agent to disburse the funds in the escrow account to the City.

11. Any notice which the parties hereto are required or desire to give hereunder to any of the undersigned shall be in writing and may be given by mailing or delivering the same to the address of the undersigned by certified mail, return receipt requested, or overnight courier:

City: City of Chicago

Department of Assets, Information and Services 2 North  
LaSalle Street, Suite 200 Chicago, Illinois 60602 Attn:  
Commissioner

With copies to:

City of Chicago  
Department of Housing  
121 North LaSalle Street, Room 1000  
Chicago, Illinois 60602  
Attn: Commissioner

City of Chicago  
Department of Law  
121 North LaSalle Street, Suite 600

**17**

Chicago, Illinois 60602

Attn: Real Estate and Land Use Division

Purchaser:

KMW Communities, LLC  
2950 W. Chicago Ave., Suite 304 Chicago, Illinois 60622 Attn: Bill  
Williams

With a copy to:

Peter C. Quigley  
53 W. Jackson, Suite 601 Chicago, Illinois 60604

If Lender:

Chicago, Illinois 606 Attn:

Escrowee:

Chicago, Illinois 606 Attn:

KMW COMMUNITIES, LLC

CITY OF CHICAGO

By:  
Name:  
Its:

By:  
Name:  
Its:



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**SCHEDULE 2 TO JOINT ORDER ESCROW**  
**AGREEMENT**

Disbursement Direction

I,  
of KMW Communities, LLC, an  
, Escrowee, under its

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Illinois limited liability company, hereby direct  
Escrow Number to pay to  
\$ from the cash Deposit held in said Escrow

KMW Communities, LLC

By:  
Name:  
Its:  
the  
I,

[Commissioner / Deputy  
Commissioner] of the City of Chicago Department of Assets, Information and Services, hereby authorize the  
disbursement requested above approving its payment as so directed.

City of Chicago, acting by and through its Department of Assets, Information and Services

By.\_ Name: Its:

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[Lender], hereby direct  
to pay to  
cash Deposit held in said Escrow.  
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, Escrowee, under its Escrow Number  
the sum of \$ from the

[Lender]

By.\_ Name: Its:

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**SCHEDULE 4 TO JOINT ORDER ESCROW  
AGREEMENT**

**, APPROVED PROJECT COSTS**

The funds in the Escrow Account will be used solely to reimburse Purchaser for the following categories of environmental costs incurred by Purchaser in the performance of the Remediation Work:

1. Excavation, transportation and disposal of Hazardous Substances<sup>1</sup> as set forth in the Remedial Action Plan (the "RAP") approved by the Illinois Environmental Protection Agency ("IEPA");
2. Import and compaction of CA-6 or clean soil to backfill soil area contaminated with Hazardous Substances in accordance with the approved RAP;
3. Incremental costs for disposal of the construction spoils, defined as the difference between tipping fees for clean construction or demolition debris and tipping fees for special waste;
4. Environmental consultant costs and IEPA Site Remediation Program fees;
5. Removal of contaminated soil as required by the approved RAP, but not including soil removal required for routine construction;
6. Installation of vapor barriers, geotextile and soil barriers to the extent required by the approved RAP; and
7. Underground storage tank removal.

Such environmental costs must be based on the Purchaser's actual costs, verified by actual receipts, with no

markup by Purchaser for these costs. Such receipts must include hourly billing rates for the prime environmental consultant and any environmental subcontractors, as proposed by Purchaser and approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

<sup>1</sup> For purposes of this Schedule 4, "Hazardous Substances" means and includes (i) a characteristic waste, which exhibits one or more of four characteristics defined in 40 CFR Part 261 Subpart C, (ii) any other material, substance or waste that must be removed according to 35 111. Admin. Code 742.305, and (iii) underground storage tanks and related petroleum or otherwise contaminated soils limited only to (x) material exceeding soil attenuation/saturation limits or (y) material meeting Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., hazardous waste criteria.

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CITY OF CHICAGO ECONOMIC  
DISCLOSURE STATEMENT AND  
AFFIDAVIT

SECTION I - GENERAL INFORMATION

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

Check ONE of the following three boxes.

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant  
OR
2.  a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name:  
2. name:  
OR
3.  a legal entity with a direct or indirect right of control of the Applicant (see Section 11(B)(0))  
State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 2950 W Chicago ave suite 304  
**Chicago, IL60622**

C. Telephone: 773-969-6509 Fax: Email: biH-will@kmwcommunities.com

<mailto:biH-will@kmwcommunities.com>

D. Name of contact person: Bi>1 Williams

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

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

The acquisition of City owned property located at t 6218-26 s Woodlawn: Cn|cago | 60637

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

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

Specification # and Contract #

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## SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

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                       Organized in Illinois

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

I. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

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

Name Title	
<b>Bill Williams</b>	<b>Managing Member</b>

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. 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

Page 2 of 15

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
Bill Williams	2950 W Chicago ave suite 304, Chicago II 60622.	100%

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



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?  Yes  No

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?  Yes  No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

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 of Chicago ("MCC")) in the Disclosing Party?

Yes  No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse (s)/domestic partner(s) and describe the financial interest(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 (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.

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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.
--	------------------	--	---

Attached

(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 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 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. [This paragraph 1 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 [see definition in (5) below] 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).

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.

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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:
  - 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.
4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).
5. Certifications (5), (6) and (7) 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").

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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

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

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 (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.

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.

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 1 applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

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").

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  
Page 6 of 15

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. 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:

If the letters "N A," 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.

12. 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 (if none, indicate with "N/A" or "none").

**N/A**

13. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is             is not

a "financial institution" as defined in MCC Section 2-32-455(b).

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 MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. 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."

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

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 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?

Yes                       No

NOTE: If you checked "Yes" to Item D( 1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and 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 financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
------	------------------	------------------------------

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

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#### 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 (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

## SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

### A. CERTIFICATION REGARDING LOBBYING

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

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of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

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  Reports not required

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

Yes  No

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

## SECTION VII - 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) <<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.

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.

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CERTIFICATION

Under penalty of perjury, the person signing below: (i) 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.

**KMW Communities, LLC**

(Sign here)

(Print or type exact legal name of Disclosing Party )

Bill Williams

(Print or type name of person signing)

**Managing Member**

(Print or type title of person signing)

Signed and sworn to before me on (date)

' -^Notary' Public

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**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%. 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, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

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

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

Yes                       No

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





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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT  
AND AFFD3AVIT  
APPENDIX C

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

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) <<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.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I 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.

Yes

No

N/A - I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

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

checked "no" to the above, please explain.

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