



# Office of the City Clerk

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

## Legislation Details (With Text)

**File #:** O2017-3434  
**Type:** Ordinance  
**File created:** 4/19/2017  
**Status:** Passed  
**In control:** City Council  
**Final action:** 5/24/2017  
**Title:** Amendment of land sale agreement with YMCA for property at 1834 W Lawndale Ave/3707-3709 W Cortland Ave  
**Sponsors:** Emanuel, Rahm  
**Indexes:** Redevelopment  
**Attachments:** 1. O2017-3434.pdf

Date	Ver.	Action By	Action	Result
5/24/2017	1	City Council	Passed	Pass
5/17/2017	1	Committee on Housing and Real Estate	Recommended to Pass	Pass
4/19/2017	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 19, 2017

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith ordinance authorizing an amendment to a previously passed land sale agreement with the YMCA.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

## ORDINANCE

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

WHEREAS, pursuant to an ordinance adopted by the City Council of the City ("City Council") on July 21, 1999, and published at pages 8799 through 8830 in the Journal of the Proceedings of the City Council of such date, the City and The Young Men's Christian Association of Chicago, an Illinois corporation created pursuant to special act of the Illinois legislature and a/k/a The Young Men's Christian Association of Metropolitan Chicago (the "Developer") have entered into that certain Agreement for the Sale and Redevelopment of Land and Joinder of Certain Property to this Agreement (the "Original Agreement") dated as of August 31, 1999, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), on October 28, 1999, as Document No. 09016821; and

WHEREAS, pursuant to the Original Agreement, the City conveyed the real property located at 1834 N. Lawndale/3701-09 W. Cortland Avenue, Chicago, Illinois (the "Property"), to the Developer's Board of Trustees by quitclaim deed recorded in the Recorder's Office as Document No. 09016822 on October 28, 1999; and

WHEREAS, the Original Agreement required the Developer to construct an approximately 42,000 square foot YMCA facility, described as containing a day care center, a health and wellness center, program space, a mega sports center, locker rooms, a handball court, and a swimming pool (the "Project"); and

WHEREAS, the Original Agreement required the Developer to begin construction of the Project as soon as possible after August 31, 1999, and to complete the Project no later than December 31, 2000; and

WHEREAS, on October 25, 1999, simultaneous with the closing of the conveyance of the Property, the City and the Developer entered into a letter agreement (the "First Amendment"), clarifying the scope and timing of completion of the Project; and

WHEREAS, the First Amendment divided the Project into two phases, the first phase consisting of a YMCA facility with a gymnasium, recreational center and day care facility (the "Phase I Building"), and the second phase consisting of an aquatic center (the "Phase II Aquatic Center"); and

WHEREAS, the First Amendment indicated that the Developer intended to complete the Phase I Building no later than December 31, 2000; and

WHEREAS, the First Amendment provided that the Developer would commence construction of the Phase II Aquatic Center no later than December 31, 2002, and anticipated completing the Phase II Aquatic Center no later than December 31, 2003; and

WHEREAS, on January 9, 2001, the City and the Developer entered into a second letter agreement (the "Second Amendment"), extending the construction completion date for the Phase I Building to September 1, 2001, and extending the construction commencement and completion dates for the Phase II Aquatic Center to September 1, 2003, and September 1, 2004, respectively; and

WHEREAS, the Original Agreement, as amended by the First Amendment and the Second Amendment, is referred to herein as the "Existing Agreement"; and

WHEREAS, the Developer has completed the Phase I Building but has not yet begun construction of the Phase II Aquatic Center; and

WHEREAS, Section 20 of the Existing Agreement imposes certain minority business enterprise ("MBE"), women business enterprise ("WBE") and City of Chicago resident ("Local Resident") hiring requirements; and

WHEREAS, the MBE and WBE hiring requirements are applicable to the hard construction costs expended by the Developer on the Project (25% for MBEs and 5% for WBEs), while City residents are required to perform at least 50% of the total worker hours on the construction of the Project; and

WHEREAS, Section 20.D of the Existing Agreement requires the Developer to deliver written documentation detailing compliance with the Section 20 employment requirements; and

WHEREAS, the Developer failed to provide any documentation showing compliance with the MBE, WBE, and Local Resident hiring requirements for the Phase I Building; and

WHEREAS, the Property is located adjacent to "The 606" elevated trail and park; and

WHEREAS, the Developer, through its Board of Trustees, conveyed a portion of the Property (the "606 Trail Access Property") to the City by quitclaim deed recorded in the Recorder's Office as Document No. 1409441008 on April 4, 2014, for public ingress and egress to The 606; and

WHEREAS, the legal description of the Property, excluding the 606 Trail Access Property, is legally described on Exhibit A attached hereto (the "Revised Project Property"); and

WHEREAS, the Developer is now prepared to commence construction of the Phase II Aquatic Center and has, with agreement of the City, specified the nature of the construction as follows:

- a) a two-story, 13,000 square foot addition to the southern and western end of the Phase I Building, which will include a family locker room, two pools (a 4-lane lap pool and a 4-foot deep recreational pool), and two (2) multi-purpose rooms; and
- b) two (2) publicly accessible restrooms housed within said addition that shall be primarily for users of the 606 Trail (the "606 Restroom"); and

WHEREAS, the Phase I Building and the Phase II Aquatic Center as described herein are collectively referred to herein as the "Revised Project"; and

WHEREAS, the Developer has requested an extension of the date by which Developer shall complete construction of the Revised Project to December 31, 2018; and

WHEREAS, the City and the Developer desire to modify the terms of the Existing Agreement to approve the Revised Project, to extend the construction completion date for the Revised Project, to approve the settlement of the MBE, WBE and Local Resident hiring requirements non-compliance, and for other purposes; now, therefore,

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

SECTION 1. The above recitals, and the statements of fact and findings made therein, are incorporated herein and made a material part of this ordinance.

SECTION 2. The Commissioner of the Department of Planning and Development ("Commissioner") or

a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a third amendment to the Existing Agreement between the City and the Developer, in substantially the form attached hereto as Exhibit B and made a part hereof (the "Third Amendment"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Third Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the Third Amendment.

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

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

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

### **EXHIBIT A**

#### **LEGAL DESCRIPTION OF REVISED PROJECT PROPERTY**

(Subject to Title Commitment and Survey)

LOTS 1 TO 11 AND 57 TO 90 AND ALL OF THE NORTH AND SOUTH 16 FOOT ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 57 TO 73 AND LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 74 TO 90 AND ALL OF THE EAST AND WEST 16 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 TO 11; SAID LOTS AND ALLEYS BEING VACATED AND BOUNDED BY CORTLAND STREET ON THE NORTH, AND LAWDALE AVENUE ON THE EAST, RIDGEWAY AVENUE ON THE WEST AND THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD TO THE SOUTH; ALL BEING IN J.R. LANE'S SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 73, ALSO BEING THE INTERSECTION OF THE NORTH LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD WITH THE EAST RIGHT OF WAY LINE OF RIDGEWAY AVENUE; THENCE NORTH 00 DEGREES 07 MINUTES 55 SECONDS EAST, 4.20 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE NORTH 68 DEGREES 30 MINUTES 08 SECONDS EAST 1.29 FEET TO A CONCRETE RETAINING WALL; THENCE CONTINUING NORTH 68 DEGREES 30 MINUTES 08 SECONDS EAST, 65.85 FEET ALONG SAID RETAINING WALL; THENCE SOUTH 37 DEGREES 54 MINUTES 34 SECONDS EAST, 27.30 FEET ALONG SAID RETAINING WALL; THENCE SOUTH 50 DEGREES 32 MINUTES 58 SECONDS WEST, 0.38 FEET ALONG SAID RETAINING WALL; THENCE SOUTH 39 DEGREES, 27 MINUTES 02 SECONDS EAST, 11.098 FEET ALONG SAID RETAINING WALL TO THE NORTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE SOUTH 88 DEGREES 58 MINUTES 25 SECONDS WEST, 86.02 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.)

Property Index Number: 13-35-312-002-0000

(formerly part of PIN 13-35-312-001-0000)

1834 N. Lawndale/3701-09 W. Cortland Avenue Chicago, Illinois 60647

EXHIBIT B

FORM OF THIRD AMENDMENT

[Attached]

**THIRD AMENDMENT TO  
REDEVELOPMENT AGREEMENT**

(Above Space For Recorder's Use Only)

This THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT ("Third Amendment") is entered into on or as of the \_\_\_\_\_ of \_\_\_\_\_, 201\_, by and between the CITY OF CHICAGO, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development (together within any successor department thereto, "DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO, an Illinois corporation created pursuant to special act of the Illinois legislature and a/k/a The Young Men's Christian Association of Metropolitan Chicago (the "Developer"), whose offices are located at 1030 W. Van Buren, Chicago, Illinois 60607.

**RECITALS**

WHEREAS, pursuant to an ordinance adopted by the City Council of the City ("City Council") on July 21, 1999, and published at pages 8799 through 8830 in the Journal of the Proceedings of the City Council of the City of Chicago ("Journal") of such date, the City and the Developer entered into that certain Agreement for the Sale and Redevelopment of Land and Joinder of Certain Property to this Agreement (the "Original Agreement") dated as of August 31, 1999, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), on October 28, 1999, as Document No. 09016821; and

WHEREAS, pursuant to the Original Agreement, the City conveyed the real property located at 1834 N. Lawndale/3701-09 W. Cortland Avenue, Chicago, Illinois (the "Property"), to the Developer's Board of Trustees by quitclaim deed recorded in the Recorder's Office as Document No. 09016822 on October 28, 1999; and

WHEREAS, the purchase price for the Property was \$1.00; and

WHEREAS, the Property is located in the Pulaski Industrial Corridor Redevelopment Project Area (the "Redevelopment Area"); and

WHEREAS, the Original Agreement required the Developer to construct an approximately 42,000 square foot YMCA facility, described as containing a day care center, a health and wellness center, program space, a mega sports center, locker rooms, a handball court, and a swimming pool (the "Project"); and

1

WHEREAS, the Original Agreement required the Developer to begin construction of the Project as soon as possible after August 31, 1999, and to complete the Project no later than December 31, 2000; and

WHEREAS, on October 25, 1999, simultaneous with the closing of the conveyance of the Property, the City and the Developer entered into a letter agreement (the "First Amendment"), clarifying the scope and timing of completion of the Project; and

WHEREAS, the First Amendment divided the Project into two phases, the first phase consisting of a YMCA facility with a gymnasium, recreational center and day care facility (the "Phase I Building"), and the second phase consisting of an aquatic center (the "Phase II Aquatic Center"); and

WHEREAS, the First Amendment indicated that the Developer intended to complete the Phase I Building no later than December 31, 2000; and

WHEREAS, the First Amendment provided that the Developer would commence construction of the Phase II Aquatic Center no later than December 31, 2002, and anticipated completing the Phase II Aquatic Center no later than December 31, 2003; and

WHEREAS, on January 9, 2001, the City and the Developer entered into a second letter agreement (the "Second Amendment"), extending the construction completion date for the Phase I Building to September 1, 2001, and extending the construction commencement and completion dates for the Phase II Aquatic Center to September 1, 2003, and September 1, 2004, respectively; and <sup>1</sup>

WHEREAS, the Original Agreement, as amended by the First Amendment and the Second Amendment, is referred to herein as the "Existing Agreement"; and

WHEREAS, the Developer has completed the Phase I Building but has not yet begun construction of the Phase II Aquatic Center; and

WHEREAS, Section 20 of the Existing Agreement imposes certain minority business enterprise ("MBE"), women business enterprise ("WBE") and City of Chicago resident ("Local Resident") hiring requirements; and

WHEREAS, the MBE and WBE hiring requirements are applicable to the hard construction costs expended by the Developer on the Project (25% for MBEs and 5% for WBEs), while City residents are required to perform at least 50% of the total worker hours on the construction of the Project; and

WHEREAS, Section 20.D of the Existing Agreement requires the Developer to deliver written documentation detailing compliance with the Section 20 employment requirements; and

WHEREAS, the Developer failed to provide any documentation showing compliance with the MBE, WBE, and Local Resident hiring requirements for the Phase I Building; and

WHEREAS, the Property is located adjacent to "The 606" elevated trail and park; and

WHEREAS, the Developer, through its Board of Trustees, conveyed a portion of the Property (the "606

Trail Access Property") to the City by quitclaim deed recorded in the

2

Recorder's Office as Document No. 1409441008 on April 4, 2014, for public ingress and egress to The 606; and

WHEREAS, the legal description of the Property, excluding the 606 Trail Access Property, is legally described on Exhibit A attached hereto (the "Revised Project Property"); and

WHEREAS, the Developer is now prepared to commence construction of the Phase II Aquatic Center and has, with agreement of the City, specified the nature of the construction as follows:

- a) a two-story, 13,000 square foot addition to the southern and western end of the Phase I Building, which will include a family locker room, two pools (a 4-lane lap pool and a 4-foot deep recreational pool), and two (2) multi-purpose rooms; and
- b) two (2) publicly accessible restrooms housed within said addition that shall be primarily for users of the 606 Trail (the "606 Restroom"); and

WHEREAS, the Phase I Building and the Phase II Aquatic Center as described herein are collectively referred to herein as the "Revised Project"; and

WHEREAS, the Developer has requested an extension of the date by which Developer shall complete construction of the Revised Project to December 31, 2018; and

WHEREAS, the City and the Developer desire to modify the terms of the Existing Agreement to approve the Revised Project, to extend the construction completion date for the Revised Project, to approve the settlement of the MBE, WBE and Local Resident hiring requirements non-compliance, and for other purposes as more fully set forth below; and

WHEREAS, the City Council, pursuant to an ordinance adopted on \_\_\_\_\_, 201\_\_ (the "Ordinance Date"), and published at pages \_\_\_\_\_ through \_\_\_\_\_ in the Journal of such date, authorized the execution of this Third 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:

1. INCORPORATION OF RECITALS; DEFINED TERMS. The foregoing recitals constitute an integral part of this Agreement 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 Existing Agreement.

2. APPROVAL OF REVISED PROJECT. The City hereby approves the Revised Project. Any reference in the Existing Agreement or this Third Amendment to the "Project" or "Improvements" shall be deemed to mean the Revised Project.

3. REVISED PROJECT PROPERTY. Exhibit A to the Existing Agreement is hereby amended by deleting the exhibit in its entirety and replacing it with Exhibit A attached hereto. Any reference in the Existing Agreement or this Third Amendment to the "Property" shall be deemed to mean the Revised Project Property.

3

4. **ELIMINATION OF RIGHT OF FIRST REFUSAL.** The City's right of first refusal to the Old Facility (as defined in the Existing Agreement) terminated pursuant to the terms of the Existing Agreement on August 31, 2000. As a result, Section 10 of the Existing Agreement and Exhibit E (Legal Description of Old Facility) are hereby deleted in their entirety.

5. **DRAWINGS.** Exhibit D to the Existing Agreement is hereby amended by deleting the exhibit in its entirety and replacing it with Exhibit B attached hereto.

6. **COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.** Section 8 of the Existing Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

The Developer represents and warrants that it has completed the Phase I Building. The Developer shall commence construction of the Phase II Aquatic Center as soon as possible following the Third Amendment Closing Date (as hereinafter defined), and shall complete the Phase II Aquatic Center (as evidenced by the issuance of the Certificate) no later than December 31, 2018; provided, however, DPD, in its sole discretion, may extend the construction completion date for good cause shown but in no event more than two (2) years after the adoption of the ordinance for the Third Amendment.

7. **RIGHTS OF THE CITY AND RESTRICTIONS ON USE.** Section 11 of the Existing Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

The Developer, for itself and its successors and assigns, agrees as follows:

1 The Developer shall construct the Project in accordance with the Plans, this Agreement and all applicable Laws.

2 The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Project or any part thereof.

3 The Developer shall devote the Property to use consistent with that certain redevelopment plan and project for the Redevelopment Area (the "Plan").

4 The Developer shall for a period of fifteen (15) years after the issuance of the Certificate (the "Restriction Period") devote the Property to the operation of the Project, including but not limited to, ensuring the 606 Restroom is available to the public at all times the Project is open; provided, however, that if the Developer is unable to obtain sufficient funding to operate the Project, the Developer may transfer the Property to: (a) a non-profit corporation or 501(c)(3) exempt corporation with a similar mission providing similar services, subject to DPD's prior written consent to such transfer; or (b) a governmental entity, subject to DPD's prior written consent to such transfer.

The Developer, for itself and its successors and assigns, acknowledges and agrees that the development and use restrictions set forth in this Section 11 constitute material, bargained-for consideration for the City and are intended to further the City's public policies.

4

Notwithstanding anything to the contrary in Section 15 of the Agreement, (i) the covenant described in Section 11.1 shall terminate upon issuance of the Certificate; (ii) the covenant described in Section 11.2 shall have no limitation as to time; (iii) the covenant described in Section 11.3 shall terminate upon expiration of the Plan; and (iv) the covenants described in Section 11.4 shall terminate at the conclusion of the Restriction Period.



8. REIMBURSEMENT TO CITY. Section 16.V.1. of the Existing Agreement is hereby amended by inserting a new subsection e, as follows:

- V. Disposition of Resale Proceeds. If the City sells the Property, the proceeds of the sale shall be utilized as follows:
1. First to reimburse the City for:
    - a. costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and
    - b. all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and
    - c. any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
    - d. any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and
    - e. the fair-market value of the Property as unimproved (as determined by an appraisal ordered by the City within ninety (90) days of the resale of the Property, which appraisal shall be considered a cost incurred by the City pursuant to subsection a above); and
    - f. any other amounts owed to the City by the Developer.

9. CITY COMPLIANCE SETTLEMENT. The City shall accept the following in settlement of the City's claims against the Developer for failing to comply (or failing to provide evidence of compliance) with the MBE, WBE and Local Resident hiring requirements for the Phase I Building:

(a) The Developer shall construct the Phase II Aquatic Center pursuant to the City's current MBE, WBE and Local Resident hiring requirements (26% of hard construction costs for MBEs, 6% for WBEs, and 50% of total worker hours for the Local Resident hiring requirement);

5

b) The Developer shall construct the 606 Restroom in accordance with the plans and specifications prepared by Charles Vincent George Architects, dated December 8, 2016, which have been approved by DPD and which are attached hereto as Exhibit C (collectively, the "606 Restroom Plans"). If the Developer submits and DPD approves revised plans and specifications after the date of this Third Amendment, the term "606 Restroom Plans" as used herein shall refer to the revised plans and specifications upon DPD's written approval of the same. No material deviation from the 606 Restroom Plans may be made without the prior written approval of DPD. The 606 Restroom Plans shall at all times conform to all applicable Laws; and

c) The Developer shall comply with the use restriction for the Restriction Period as set forth in Section 11.4 of this Agreement.

10. MBE AND WBE PERCENTAGE. For the construction of the Phase II Aquatic Center, Section 20.C.1 of the Existing Agreement is hereby amended by deleting subsections (a) and (b), which set forth the required MBE and WBE percentages, and substituting the following percentages in lieu thereof:

- a) At least 26% by MBEs.
- b) At least 6% of WBEs.

11. REPRESENTATIONS AND WARRANTIES. To induce the City to execute this Third Amendment and perform its obligations hereunder, the Developer hereby represents and warrants to the City that as of the date of this Third Amendment the following shall be true and correct in all respects:

a) The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to own and redevelop the Revised Project Property, and the person signing this Agreement 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 Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under, any other agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Revised Project 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

6

environmental regulations; or (b) any building permit, restriction of record or other agreement affecting the Property.

12. CONDITIONS TO CITY'S EXECUTION OF THIRD AMENDMENT. The Developer shall satisfy the following conditions at least fourteen (14) days prior to the execution of this Third Amendment (the "Third Amendment Closing Date"), unless waived or extended in writing by DPD in its sole discretion:

a) Budget and Proof of Financing. The Developer has submitted to DPD, and DPD has approved: (a) a final budget for the Phase II Aquatic Center which is materially consistent with the preliminary budget of \$9,324,693; (b) a final budget setting forth Developer's obligations under Section 20.C of the Agreement, as amended by this Third Amendment (the "MBE/WBE Budget") which is materially consistent with the preliminary MBE/WBE Budget of \$5,748,319; and (c) evidence of funds adequate to construct the Phase II Aquatic Center, as shall be acceptable to DPD in its sole discretion (the "Proof of Financing"). The Proof of Financing shall include binding commitment letters from the

Developer's construction lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing. On or prior to the Third Amendment Closing Date, the Developer shall close all lender financing, and be in a position to immediately commence construction of the Phase II Aquatic Center.

b) Final Drawings. The Developer has submitted to DPD, and DPD has approved, final drawings and specifications for the Phase II Aquatic Center materially in accordance with Exhibit B attached hereto.

c) Governmental Approvals. The Developer has received all necessary building permits and other approvals, including, without limitation zoning approval, necessary to construct the Phase II Aquatic Center.

d) Insurance. The Developer has submitted to DPD, and DPD has approved, evidence of insurance reasonably acceptable to DPD for the Revised Project Property. The City shall be named as an additional insured on all liability insurance policies and as a loss payee (subject to the prior rights of any approved first mortgagee) on all property insurance policies from the Third Amendment Closing Date through the date the City issues the final Certificate. With respect to property insurance, the City will accept either a 2003 ACORD 28 form, or a 2006 ACORD 28 form with a policy endorsement showing the City as a loss payee. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the policy showing the City as an additional insured.

e) MBE/WBE and City Residency Hiring Compliance Plan. The Developer and the Developer's general contractor and all major subcontractors have met with staff from DPD regarding compliance with the MBE, WBE and Local Resident hiring requirements for the Phase II Aquatic Center.

f) Organization and Authority Documents. The Developer has submitted to the Corporation Counsel copies of its original Charter passed by the Illinois General Assembly and amended February 21, 1867 by an Amended Charter passed by the Illinois General Assembly, and copies of its by-laws, as certified by the secretary of the corporation. The Developer has submitted to the Corporation Counsel resolutions

7

authorizing it to execute and deliver this Third Amendment and any other documents required to complete the transaction contemplated by this Third Amendment and to perform its obligations under the Existing Agreement, as amended by this Third Amendment; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Third Amendment Closing Date; and such other corporate authority and organizational documents as the City may reasonably request.

g) Legal Opinion. The Developer has submitted to the Corporation Counsel a legal opinion in a form reasonably acceptable to the Corporation Counsel of due authorization, execution and enforceability (subject to bankruptcy and creditor's rights) of the Existing Agreement, as amended by this Third Amendment, and all other documentation signed by the Developer provided for herein.

h) Subordination Agreement. The Developer has submitted to the Corporation Counsel a subordination agreement in a form reasonably acceptable to the City, to be executed and recorded on or prior to the Third Amendment Closing Date, subordinating any liens against the Revised Project Property related to any lender financing to the Existing Agreement, as amended by this Third Amendment.

(i) Economic Disclosure Statement. The Developer has submitted to the Corporation Counsel all required Economic Disclosure Statements in the City's then current form, dated as of the Third Amendment Closing Date.

13. NOTICES. The notice address table in Section 26 of the Existing Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

If to the City: City of Chicago  
Department of Planning and Development 121 North  
LaSalle Street, Room 1000 Chicago, Illinois 60602 Attn:  
Commissioner

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

If to the Developer: The Young Men's Christian Association of Chicago  
1030 West Van Buren St Chicago, IL  
60607 Attn: Richard H. Malone

With a copy to: The Young Men's Christian Association of Chicago  
1030 West Van Buren St. Chicago, IL 60607 Attn:  
Office of the General Counsel

8

14. NEW CITY BOILERPLATE PROVISIONS. The Existing Agreement is hereby amended by adding a new Section 31, a new Section 32, a new Section 33, a new Section 34, a new Section 35, a new Section 36, and a new Section 37, as follows:

**SECTION 31. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.**

1 The Developer agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (such Owners and all other preceding classes of persons and entities, collectively the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago or to his political fundraising committee (a) after execution of this Third Amendment by the Developer, (b) while this Third Amendment, or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement (from and after execution of this Third Amendment) or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.,

2 The Developer represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached the Developer, or the date the Developer approached the City, as applicable, regarding the formulation of this Third Amendment, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

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

4 The Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

5 Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 31 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This

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provision amends any Other Contract and supersedes any inconsistent provision contained therein.

6 If the Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of the Third Amendment, the City may elect to decline to execute the Third Amendment.

7 For purposes of this provision:

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

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

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

d) Individuals are "domestic partners" if they satisfy the following criteria:

i) they are each other's sole domestic partner, responsible for each other's common welfare; and

ii) neither party is married; and

iii) the partners are not related by blood closer than would bar marriage in the State of

Illinois; and

iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

v) two of the following four conditions exist for the partners:

1) The partners have been residing together for at least 12 months.

2) The partners have common or joint ownership of a residence.

3) The partners have at least two of the following arrangements:

(A) joint ownership of a motor vehicle;

(B) joint credit account;

(C) a joint checking account;

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(D) a lease for a residence identifying both domestic partners as tenants.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

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

## **SECTION 32. CITY HIRING PLAN.**

1 The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (as amended, the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

3 The Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

4 In the event of any communication to the Developer by a City employee or City official in violation of Section 32.2 above, or advocating a violation of subparagraph Section 33.3 above, Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "OIG"), and also to the head of the relevant City Department utilizing services provided

### **SECTION 33. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH CITY.**

#### **11**

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

### **SECTION 34. PATRIOT ACT CERTIFICATION.**

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

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

### **SECTION 35. BUSINESS RELATIONSHIPS.**

The Developer acknowledges (1) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (2) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (3) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

### **SECTION 36. INSPECTOR GENERAL.**

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to

cooperate with the City's OIG in any investigation or hearing undertaken pursuant to Chapter 2-56, of the Municipal Code of

12

Chicago. The Developer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

#### **SECTION 37. COMPLIANCE WITH WASTE ORDINANCE PROVISIONS.**

In accordance with Section 11-4-1600(e) of the Municipal Code, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, any violation of the Waste Sections by the Developer, its general contractor or any subcontractor, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner of DPD. Such breach and default entitles the City to all remedies under this Agreement, at law or in equity. This Section does not limit the duty of the Developer, the general contractor and any subcontractors to comply with all applicable Laws, in effect now or later, and whether or not they appear in this Agreement. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

15. RATIFICATION. Except as provided in this Third Amendment, the terms of the Existing 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 Existing Agreement, as modified by this Third Amendment.

16. CONFLICT. In case of a conflict between the terms and conditions of the Existing Agreement and this Third Amendment, the terms and conditions of this Third Amendment shall govern and control.

17. COUNTERPARTS. This Third 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.



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

CITY OF CHICAGO, an Illinois municipal corporation

By:

David L. Reifman  
Commissioner of Planning and Development

THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO, an  
Illinois corporation created pursuant to special act of the Illinois  
legislature

By:

Richard H. Malone Its: President and Chief Executive  
Officer

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

City of Chicago Department of Law 121 North  
LaSalle Street, Suite 600 Chicago, Illinois 60602  
(312)744-0200

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David L. Reifman, the Commissioner of DPD of Planning and Development of the City of Chicago, an Illinois municipal corporation ("City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City as his free and voluntary act and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

GIVEN under my notarial seal this       day of       , 2017.

NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that       , personally known to me to be the  
of       , a(n)       , and personally  
known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by said  
[corporation / limited liability company], as her/his free and voluntary act and  
as the free and voluntary act and deed of said       [corporation / limited liability  
company], for the uses and purposes therein set forth.

GIVEN under my notarial seal this       day of       , 2017.

NOTARY PUBLIC

EXHIBIT A

**LEGAL DESCRIPTION OF REVISED PROJECT PROPERTY**

(Subject to Title Commitment and Survey)

LOTS 1 TO 11 AND 57 TO 90 AND ALL OF THE NORTH AND SOUTH 16 FOOT ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 57 TO 73 AND LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 74 TO 90 AND ALL OF THE EAST AND WEST 16 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 TO 11; SAID LOTS AND ALLEYS BEING VACATED AND BOUNDED BY CORTLAND STREET ON THE NORTH, AND LAWDALE AVENUE ON THE EAST, RIDGEWAY AVENUE ON THE WEST AND THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD TO THE SOUTH; ALL BEING IN J. R. LANE'S SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 73, ALSO BEING THE INTERSECTION OF THE NORTH LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD WITH THE EAST RIGHT OF WAY LINE OF RIDGEWAY AVENUE; THENCE NORTH 00 DEGREES 07 MINUTES 55 SECONDS EAST, 4.20 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE NORTH 68 DEGREES 30 MINUTES 08 SECONDS EAST 1.29 FEET TO A CONCRETE RETAINING WALL; THENCE CONTINUING NORTH 68 DEGREES 30 MINUTES 08 SECONDS EAST, 65.85 FEET ALONG SAID RETAINING WALL; THENCE SOUTH 37 DEGREES 54 MINUTES 34 SECONDS EAST, 27.30 FEET ALONG SAID RETAINING WALL; THENCE SOUTH 50 DEGREES 32 MINUTES 58 SECONDS WEST, 0.38 FEET ALONG SAID RETAINING WALL; THENCE SOUTH 39 DEGREES, 27 MINUTES 02 SECONDS EAST, 11.098 FEET ALONG SAID RETAINING WALL TO THE NORTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE SOUTH 88 DEGREES 58 MINUTES 25 SECONDS WEST, 86.02 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.)

Property Index Number: 13-35-312-002-0000  
(formerly part of PIN 13-35-312-001-0000)

Commonly known as: 1834 N. Lawndale/3701-09 W. Cortland Avenue  
Chicago, Illinois 60647

**EXHIBIT B DRAWINGS**

(ATTACHED)

PHASE I BUILDING

PLAT OF SURVEY  
OF

BENCHMARKS  
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V. COTTLAW ST

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DATED THIS 27TH DAY OF OCTOBER

**PTECH CONSULTANTS, MC.**  
ENGINEERS / SURVEYORS

SHEET No. 1 of 1 JOB No.: 6531

1969 UNIVERSITY LANE, SUITE 0 LISLE, ILLINOIS TEL (815) 964-8356 FAX (815) 964-8353 L-0001 CAD/ARCHITECT/CONSULTANTS CO. #JLJMS REGISTRATION No. 104-001040

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**PHASE II AQUATIC CENTER**

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NEW ADDITION FOR YMCA OF METROPOLITAN CHICAGO

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**EXHIBIT C 606 RESTROOM PLANS**

(ATTACHED)

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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: \ V\C Young Men's Christian Association of Chicago //<A.YMCA of Metropolitan Chicago)

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the

2. Applicant in which the Disclosing Party holds an interest:

OR

3. ☐ a legal entity with a right of control (see Section II.B. 1.) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 1030 West Van Buren Street  
Chicago, IL 60607

C. Telephone: 312-932-1269 Fax: 312-447-7564 Email: kravotti@ymcachicago.org  
<mailto:kravotti@ymcachicago.org>

D. Name of contact person: Kathleen Ravotti

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

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

Redevelopment Agreement amendment - 1834 N. Lawndale

G. Which City agency or department is requesting this EDS? ^P^^ of Planning and Development

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

Specification #

and Contract #

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- |  |   |
|--|---|
| Person                                   | <input type="checkbox"/> Limited liability company  |
| Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership  |
| Privately held business corporation      | <input type="checkbox"/> Joint venture  |
| Sole proprietorship                      | <input type="checkbox"/> Not-for-profit corporation   |
| General partnership                      | (Is the not-for-profit corporation also a 501(c)(3))?   |
| Limited partnership                      | <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| Trust                                    | <input checked="" type="checkbox"/> Other (please specify)<br>constituted pursuant to Special Acts of the Illinois General Assembly<br>in 1961, as amended in 1867. Exempt per 501(c)(3); |

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 £0 N/A

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

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

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

Name Title See attached

No members

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

YMCA Executive Officers

President and CEO: Richard Malone

Executive Vice President and Chief Financial Officer: Julie Burke

Senior Vice President of Integrated Business Systems: Denise Lam

Senior Vice President and General Counsel: Kathleen Ravotti

Senior Vice President of Human Resources: Charmaine Williams

Senior Vice President of Youth Development: DaWana Williamson

Senior Vice President of Learning, Evaluation, and Community Impact: Ravi Hansra

Vice President of Fitness and Healthy Living: Sarah Sharon

Vice President of Sales and Member Services: Jill Doerner-

YMCA Board of Managers and Board of Trustees

Caryn Africk  
Charles Besser  
Laurence Birch  
Todd Cabanban  
Amy Carbone  
Arthur Catrambone  
Allen Cizner  
Daniel Creamean  
A. Steven Crown, Vice Chair\*  
Elizabeth Cummings  
James DiMatteo  
Jeffrey Douthit  
Sharon Fairley, Vice Chair  
Fred Feinstein  
Leon Finney  
Peter Fissinger  
Amanda Fox  
Charles Frank  
Benno Friedrich\*  
Matt Gambs  
Al Gordon  
James Hayes\*  
Lawrence Hund  
Joseph Karczewski  
R. Patricia Kelly  
Christopher Keogh

Connie Lindsey  
Father Robert Lombardo  
Richard Malone  
Michael McMurray  
Peter McNitt, Chair  
Thomas Miers  
John Neal\*\*  
Michael Nelson  
Michelle Nettles  
Gregory Nickle  
Stanley Nitzberg  
Meredith O'Connor  
Bridget O'Neill  
S. James Perlow\*  
Colleen Reitan  
Kathleen Roeser  
Steven Sorenson  
Tyronne Stoudemire  
Kathryn Sullivan  
Joseph Tilson, Vice Chair  
Mark Wilcox, Treas. and Recording Sec.  
Katharine Wolanyk  
William Bennett\*\*  
Yolanda Deen\*\*  
Donald Gralen\*\*  
David Vitale\*\*

\* Also member of Board of Trustees \*\*Member of Board of Trustees only

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

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

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

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

Yes No

## B. FURTHER CERTIFICATIONS

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

Page4 of 13

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

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

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

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under, common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees: or organization of a business entity

following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;

- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Page 5 of 13

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

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

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

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

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

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

Please spp. at.tar.hpd sr.at-.pmpnf-.

Page 6 of 13

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

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

Please see attached statement-..

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient. Please see attached statement.

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

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

is ☐ or ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

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

(attach additional pages if necessary):

Page 7 of 13

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

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

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

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

Yes ☒ No ☐

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

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

Does the Matter involve a City Property Sale?

" " Yes No

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

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

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

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

Page ? of 13

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

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

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

## SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

### A. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes No If "Yes," answer the three questions below:

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

Yes No

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

Yes . . No

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

Yes No

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



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

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics) <<http://www.cityofchicago.org/Ethics>>, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

Page 11 of 13

F.L The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

### CERTIFICATION

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

Christian Association of Chicago

(Sign here) (Print or type name of person signing)

*Sujnm via - thiAduil f fawJ*

(Print or type title of person signing)

at

Signed and sworn to before me on (date) "^^idho/~eS£ ^ J ~7

County, (state).

OFFICIAL SEAL ALLA OLEKSIYENKO NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:11/21/18

Page 12 of 13

### CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT APPENDIX A

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

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

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

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

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

Yes

X No

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

Page 13 of 13

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

1. Pursuant to Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?
2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

X Not Applicable

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

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

Page 14 of 14

YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO - ECONOMIC DISCLOSURE STATEMENT

Additional statements

Response to Section V-B-7:

The Disclosing Party makes the certifications set forth in Sections V-B-1 through V-B-4 to the best of its knowledge after reasonable inquiry. Further, to the best of its knowledge, and belief, the Undersigned certifies that each of the persons identified in Section II.B.1 of this EDS is able to certify to the statements set forth in Sections V-B-2 through V-B-4 of the EDS subject to the qualification set forth below. As for any unrelated Contractor, Affiliated Entity of such Contractors or Agents of either (collectively, "Unrelated Entities"), however, Undersigned certifies that it has not hired with respect to the Matter and will not knowingly hire, without disclosure to the City of Chicago, any Unrelated Entities who are unable to certify to such statements. Furthermore, the persons identified in Section II.B.1 of this EDS, as members of the Board of Managers and Board of Trustees, are involved in a wide variety of business, charitable, social and other activities and transactions independent of their activities on behalf of the Undersigned. With such a large business presence and a wide variety of activities subject to complex and extensive regulatory frameworks at the local, state, and federal levels, allegations or findings of civil or criminal liability, as well as the termination of one or more transactions for various reasons, may have arisen and pertain to or be the subject of matters covered in these certifications. However, the

Disclosing Party has approximately 700 full-time employees and nearly 55 members of the Board of Managers and Board of Trustees and cannot further certify. In such circumstances, however, it is Undersigned's policy to diligently investigate any such allegations, promptly resolve any allegations or findings, and at all times comply in good faith with all applicable legal requirements.

Response to Section V-B-8:

To the best of Disclosing Party's knowledge after reasonable inquiry, none of the persons identified in Section II.B.1 of this EDS were employees, or elected or appointed officials of the City of Chicago during the period of March 27, 2016 through March 27, 2017. Note that Sharon Fairley, an unpaid volunteer Vice Chair of the Board of Managers, is a City of Chicago employee (the Chief Administrator of the Independent Police Review Authority). The Disclosing Party has approximately 700 full-time employees and is unaware, other than with respect to Ms. Fairley (who is not an employee of the Disclosing Party but is a volunteer member of one of its governing boards), of any particular employee having been a City of Chicago employee or elected or appointed official during the time period previously described, but did not, for its new hires during the period of March 27, 2016 through March 27, 2017, collect data on immediately preceding employment by the City of Chicago or status of a new hire as an elected or appointed official of the City of Chicago.

Response to Section V-B-9

City employee Sharon Fairley is an unpaid volunteer Vice Chair of the Applicant's Board of Managers. The Applicant may have provided Ms. Fairley, along with all other attending Board members and solely in her capacity as a Board of Manager member, with incidental and occasional food and beverages during scheduled Board of Manager meetings.