



Office of the City Clerk

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

Legislation Details (With Text)

File #: O2021-4731
Type: Ordinance **Status:** Passed
File created: 10/14/2021 **In control:** City Council
Final action: 11/17/2021
Title: Sale of vacant City-owned property at 3346-3348 W Carroll Ave to Breakthrough Urban Ministries, Inc.
Sponsors: Lightfoot, Lori E.
Indexes: Sale
Attachments: 1. O2021-4731.pdf

Date	Ver.	Action By	Action	Result
11/17/2021	1	City Council	Passed	Pass
11/9/2021	1	Committee on Housing and Real Estate	Recommended to Pass	
10/14/2021	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

LORI E. LIGHTFOOT

MAYOR

October 14, 2021

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

Ladies and Gentlemen:

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

Your favorable consideration of these ordinances will be appreciated.

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 ordinances adopted by the City Council of the City (the "City Council") on February 27, 2002, as amended on June 8, 2011, and published in the Journal of the Proceedings of the City Council for such dates: the City Council: (i) approved a certain redevelopment plan and project (the "Plan") for the Chicago/Central Park Tax Increment Financing area (the "Area"), pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act"), (ii) designated the Area as a redevelopment project area pursuant to the TIF Act; and (iii) adopted tax increment financing pursuant to the TIF Act as a means of financing certain Area project costs incurred pursuant to the Plans; and

WHEREAS, The City is the owner of the vacant parcels of real property located at 3346-3348 West Carroll Avenue, Chicago, Illinois 60624, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, The Property is located in the Area; and

WHEREAS, Breakthrough Urban Ministries, Inc., an Illinois not-for-profit corporation, which has a principal business address of 402 North St. Louis Avenue, Chicago, IL 60624 (the "Grantee"), has offered to purchase the Property from the City for the sum of Fifty-Two Thousand and No/100 Dollars (\$52,000.00) (the "Purchase Price"), such amount being equal to the appraised fair market value of the Property, to improve with an approximately 14-unit residential project consisting of 2- and 3-bedroom units to house formerly homeless, or at risk of becoming homeless, families; and

WHEREAS, The Grantee has provided the City, at the Grantee's expense, a Phase I Environmental Site Assessment ("ESA") conducted in compliance with ASTM E1527-13, and such Phase I ESA identified Recognized Environmental Conditions ("RECs") on the Property; and

WHEREAS, The Grantee subsequently obtained, at its expense, a Phase II ESA to ascertain the presence of any environmental impacts on the Property that may be associated with the RECs; and

WHEREAS, The Phase II ESA identified environmental contamination on the Property above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code Part 742; and

WHEREAS, Due to the Property's environmental contamination, the Grantee will enroll the Property in the Illinois Environmental Protection Agency's Site Remediation Program in order to further identify and remediate the environmental condition of the Property and obtain a

Final Comprehensive Residential No Further Remediation Letter; and

WHEREAS, The City and the Grantee anticipate that the cost of environmental remediation will be in excess of the Purchase Price; and

WHEREAS, The Grantee has requested, and the City has agreed, that the Grantee shall deposit the Purchase Price in an environmental escrow, and such escrowed funds may be used to reimburse the Grantee for certain environmental remediation costs approved by the City and incurred by the Grantee in relation to the Property and fees related to the escrow account; and

WHEREAS, The City has established the Community Development Commission ("CDC") to, among other things, designate redevelopment areas and recommend the sale of parcels located in redevelopment areas, subject to the approval of the City Council; and

WHEREAS, By Resolution No. 21-CDC-30, adopted on August 10, 2021, the CDC authorized the City through its Department of Planning and Development ("DPD") to advertise its intent to negotiate a sale with the Developer and to request alternative proposals for the redevelopment of the Property, and recommended the sale of the Property to the Developer if no responsive alternative proposals were received at the conclusion of the advertising period, or, if alternative proposals were received, if DOH determined in its sole discretion that it was in the best interest of the City to proceed with the Developer's proposal; and

WHEREAS, Public notice advertising the City's intent to enter into a negotiated sale of the Property with the Grantee and requesting alternative proposals appeared in the Chicago Tribune, a newspaper of general circulation, on August 16, August 23, August 30 and September 6, 2021; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; and

WHEREAS, Pursuant to Resolution No. 21-028-21, adopted on August 19, 2021, by the Plan Commission of the City (the "Commission"), the Commission approved the negotiated sale of the Property to the Grantee; now, therefore,

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

SECTION 1. The foregoing recitals are hereby incorporated by reference and made a part hereof.

SECTION 2. The Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 the Act.

SECTION 3. The sale of the Property to the Grantee in the amount of Fifty-Two Thousand and No/100 Dollars (\$52,000.00) is hereby approved. The Purchase Price shall be deposited into an escrow account, pursuant to a joint order environmental escrow agreement substantially in the form attached hereto as Exhibit B (the "Escrow Agreement"). The escrowed

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funds shall be used to reimburse the Grantee for environmental remediation costs and escrow fees that are inclined by the Grantee after the date on which this ordinance becomes effective and approved by the City. The commissioner of the Department of Assets, Information and Services ("DAIS Coimmissioner"), or a designee

of the DAIS Commissioner, is 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 4. The Mayor or her proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee no later than June 30, 2022, unless extended pursuant to the sole discretion of the commissioner of DPD ("DPD Commissioner")- The quitclaim deed shall be substantially in the form attached hereto as Exhibit C, with such revisions to the environmental requirements set forth in the deed as the DPD Commissioner may approve.

SECTION 5. Given the proposed use of the Project, Section 2-44-080 of the Municipal Code shall not apply to the Project.

SECTION 6. 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 7. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall be in, full force and effect immediately upon its passage and approval.

Attachments:

Exhibit A	Legal Description of Property
Exhibit B	Form of Joint Order Environmental Escrow Agreement
Exhibit C	Form of Deed

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL 1:

LOT 1 IN DIVEN'S SUBDIVISION OF THE WEST PART OF BLOCKS 3, 4, 9 AND 10 IN TYRELL, BARRETT AND KERFOOTS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDAIN, LYING NORTH OF LAKE STREET, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3346 S. CARROLL AVENUE, CHICAGO, ILLINOIS PIN: 16-11-402-008-0000

PARCEL 2:

LOT 2 IN THE SUBDIVISION OF THE WEST PART OF BLOCKS 3, 4, 9 AND 10 IN TYRELL, BARRETT AND KERFOOTS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDAIN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3348 S. CARROLL AVENUE, CHICAGO, ILLINOIS
PIN: 16-11-402-007-0000

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EXHIBIT B

FORM OF JOINT ORDER ENVIRONMENTAL ESCROW AGREEMENT JOINT

ORDER ESCROW AGREEMENT

Escrow No. _____ Date: _____, 2021 ("Effective Date")

To: _____ [name of title company] ("Escrowee")

Chicago, IL 606

Parties: (a) Breakthrough Urban Ministries, Inc., an Illinois not-for-profit corporation ("Purchaser");
b) City-of Chicago, an Illinois municipal corporation and home rule unit of government ("City"); and
c) Escrowee.

1. The accompanying Fifty-Two Thousand Dollars (\$52,000) is deposited by the City and Purchaser with the Escrowee and shall be used solely to reimburse the Purchaser for the costs shown on Exhibit 4 attached hereto, otherwise known as the "Approved Project Costs", relating to the Purchaser's performance of the "Remediation Work," as defined in Exhibit 5 attached hereto. The Remediation Work will be performed on the property legally described in the attached Exhibit 1 and commonly known as 3346-48 West Carroll Avenue, Chicago, Illinois (the "Property").
1. The funds shall be disbursed by Escrowee only upon the written joint order of (1) John Smith, in his capacity as the Chief Administrative Officer of Purchaser, or his duly authorized designee and (2) the Commissioner of the Department of Assets, Information and Services, or her/his duly authorized designee. That written order must be substantially in the form of Exhibit 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 Exhibit 3 attached hereto, which statement shall be attached to the joint order. Draw requests can be submitted monthly (i.e., within 30 days of the Purchaser incurring the expense for Approved Project Costs).
2. Escrowee is hereby expressly authorized to disregard, in its sole discretion, any and all notices or warnings not given jointly by both parties to this Agreement, but Escrowee is 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

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attorney shall be regularly retained or specifically employed, and any other expenses that Escrowee may have incurred or become liable for on account thereof out of said escrow funds, and Purchaser agrees to pay Escrowee upon demand all such costs, fees and expenses so incurred.

3. Except as set forth in Paragraph 9 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 1 above or in obedience of the process or order of court as provided in this Agreement.
4. 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, Purchaser agrees to pay the reasonable escrow fees and costs, expenses, and attorneys' fees expended or incurred by Escrowee as a direct 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. Purchaser agrees to pay the fees of Escrowee and reimburse Escrowee for all reasonable, direct 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 hereunder. 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.
5. This Agreement is intended to implement, is not intended to cancel, supersede or modify the terms of any agreement or deed 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.
6. Purchaser 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 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.
7. 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

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will be assessed at the rate of \$ _____ each. All fees relating to this escrow account shall **be billable to and payable solely by Purchaser.**

8. Escrowee may resign as escrowee by giving ten (10) business days' prior written notice sent to Purchaser and the City care of their designated representatives and at the addresses set forth below by a nationally recognized overnight courier service; 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.
9. This Agreement shall terminate ten (10) days following the date on which the Purchaser records the Final No Further Remediation Letter (as defined in Exhibit 5 hereof). 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.
10. 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 overnight courier:

Purchaser:

Breakthrough Urban Ministries, Inc. 402 North
St. Louis Avenue Chicago, IL 60624 Attn: John
Smith, CAO

With a copy to:

Jenner & Block LLP 353 N. Clark
Street Chicago, IL 60654-3456 Attn:
Sheila Kailus

City:

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

With copies to:

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

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And

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

Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

Escrowee:

First American Title Insurance Company National Commercial Services 30 North
LaSalle Street Suite 2700
Chicago, Illinois 60602 Attention: John Beckstedt

[SIGNATURE PAGE FOLLOWS]

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Signed as of the Effective Date.

Breakthrough Urban Ministries, Inc.

By:

Name: John Smith

Its: Chief Administrative Officer

City of Chicago

By:

Commissioner

Department of Assets, Information and Services

Escrowee: First American Title Insurance Company

By:

Name:

Its:

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(sub) EXHIBIT 1 to Joint Order Escrow Agreement LEGAL

DESCRIPTION OF PROPERTY

PARCEL 1:

LOT 1 IN DIVEN'S SUBDIVISION OF THE WEST PART OF BLOCKS 3, 4, 9 AND 10 IN TYRELL,

BARRETT AND KERFOOT'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDAIN, LYING NORTH OF LAKE STREET, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3346 S. CARROLL AVENUE, CHICAGO, ILLINOIS

PIN: 16-11-402-008-0000

PARCEL 2:

LOT 2 IN THE SUBDIVISION OF THE WEST PART OF BLOCKS 3, 4, 9 AND 10 IN TYRELL, BARRETT AND KERFOOT'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDAIN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3348 S. CARROLL AVENUE, CHICAGO, ILLINOIS

PIN: 16-11-402-007-0000

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(sub) EXHIBIT 2 to Joint Order Escrow Agreement

Disbursement Direction

of Breakthrough Urban Ministries,
., Escrowee, under its Escrow Account Number
the sum of \$

Breakthrough Urban Ministries, Inc.

By:
Name: Its:
_, the.
I,

[Commissioner / Managing 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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(sub) EXHIBIT 3 to Joint Order Escrow Agreement

The undersigned has served as the general contractor or remediation contractor to Breakthrough Urban Ministries, Inc. (the "Purchaser") and hereby certifies that the accompanying joint written order seeks funds to reimburse the Purchaser for "Approved Project Costs" incurred by Purchaser for the "Remediation Work," as defined in Exhibit 5 of that certain Joint Order Escrow Agreement, number _____, dated _____, 2021. The undersigned has obtained and has included with this certification lien waivers for all the work for which reimbursement is sought.

Dated:

[general contractor or remediation contractor]

By._ Name: Title:

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(sub) EXHIBIT 4 to Joint Order Escrow Agreement

APPROVED PROJECT COSTS

The funds in the Joint Order Escrow Account will be used solely to reimburse the Purchaser for the following categories of environmental costs incurred by the Purchaser in the performance of the Remediation Work (capitalized terms not otherwise defined herein are defined in Exhibit 5 of this Joint Order Escrow Agreement). The following are "Approved Project Costs":

- i. Excavation, transportation and disposal of Hazardous Substances and contaminated soils as set forth in the Remedial Action Plan (the "RAP") approved by the IEPA;
- ii. Import and compaction of CA-6 or clean soil to backfill soil area contaminated with Hazardous Substances in accordance with the approved RAP;
- iii. 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;
- iv. Environmental consultant costs, including, without limitation, the costs of the Phase I ESA and Phase II ESA, referenced in that certain ordinance adopted by the City Council on _____, 2021 and published in the Journal of Proceedings of the City Council for such date at pages _____ through _____ (the "Ordinance"), and SRP fees, whether incurred before or after the effective date of the Ordinance;
- v. Removal of contaminated soil as required by the approved RAP, but not including soil removal required for routine construction;
- vi. Installation of vapor barriers, geotextile and soil barriers to the extent required by the approved RAP; and
- vii. UST removal.

Such environmental costs must be based on the Purchaser's actual costs, verified by actual receipts, with no markup by the Purchaser for these costs. Such receipts must include hourly billing rates for the prime environmental consultant and any environmental subcontractors hourly billing rates proposed by the Purchaser and approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

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(sub) EXHIBIT 5 to Joint Order Escrow Agreement

DEFINITIONS

"Environmental Laws" means all Laws (as defined below) relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. ("CERCLA"), the Resource

Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated under such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and the common law, including, without limitation, trespass and nuisance.

"Final No Further Remediation Letter" means a Final Comprehensive Residential No Further Remediation Letter for the Property issued by the IEPA, as amended or supplemented from time to time.

"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 Ill. Admin. Code 742.305, and (iii) any underground storage tanks ("USTs") and related petroleum or otherwise contaminated soils limited only to (x) material exceeding soil attenuation/saturation limits or (y) material meeting RCRA hazardous waste criteria.

"IEPA" means the Illinois Environmental Protection Agency.

"Laws" means any and all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

"Remediation Work" means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final No Further Remediation Letter for the Property in accordance with the terms and conditions of the Remedial Action Plan Approval Letter for the Property issued by the IEPA, the SRP Documents (as defined below), all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws. The Remediation Work may include, but is not limited to, (i) the removal of soil exceeding residential remediation objectives as determined by 35 Ill. Adm. Code Part 742, and the removal or treatment of Hazardous Substances, (ii) the removal and closing of any USTs in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175, and (iii) addressing any identified leaking USTs in accordance with 35 Ill. Adm. Code Part 734.

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"SRP" means the IEPA's Site Remediation Program.

"SRP Documents" means all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation Report, Remediation Objectives Report, and Remedial Action Plan, the Remedial Action Completion Report and any and all related correspondence, data and other information prepared by either the City or Purchaser pursuant to the Property's environmental conditions.

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EXHIBIT C

FORM DEED

QUITCLAIM DEED (Vacant Land)

(The Above Space for Recorder's Use Only)

THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b); COOK COUNTY ORDINANCE NO. 93-0-27(8); AND THE CHICAGO REAL PROPERTY TRANSFER TAX, MUNICIPAL CODE SECTION 3-33-060(8).

GRANTOR, CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government (the "Grantor" or "City"), for the consideration of Fifty-Two Thousand and No/Dollars (\$52,000.00) conveys and quitclaims all interest in the real property legally described and identified on Exhibit 1 attached hereto ("Property"), pursuant to ordinance adopted by the City Council of the City ("City Council") on _____, and published in the Journal of Proceedings of the City Council for such date at pages _____ through _____, to Breakthrough Urban Ministries, Inc., an Illinois not-for-profit corporation, ("Grantee"), with a business address of 402 North St. Louis Avenue, Chicago, Illinois 60624.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA owner's title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents.

In addition, this conveyance is expressly subject to the following conditions and covenants which are a part of the consideration for the Property and which, unless otherwise expressly set forth below, are to be taken and construed as running with the land and binding on

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Grantee and Grantee's successors and assigns:

FIRST: Within twelve (12) months after the later of the recordation of the Final NFR Letter for the Property (as defined below) and the receipt of all necessary permits and approvals, and subject to force majeure events, Grantee shall complete construction of the approximately 14-unit residential project ("Project"). The Project shall consist of 2- and 3-bedroom units to house formerly homeless, or as reasonably determined by Grantee, at risk of becoming homeless, families. In the event that this FIRST condition and/or the following SECOND through FOURTH, inclusive covenants are not met, the City shall have the right to record a notice of default of this Agreement against the Property and pursue all rights and remedies available under law, including specific performance and injunctive relief.

TERMINATION DATE: Notwithstanding anything contained herein to the contrary, the FIRST condition and the City's right to record a notice of default thereunder shall expire and terminate automatically, without the need of further memorializing and acknowledging such termination, upon the 10 year anniversary of the recordation with the Cook County Clerk of this deed.

SECOND: That certain Phase II Environmental Site Assessment dated March 22, 2021 identified contamination above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, and the Grantee has therefore enrolled the Property in the Illinois Environmental Protection Agency's ("IEPA") Site Remediation Program ("SRP").

The Grantee acknowledges that the IEPA has issued that certain Remedial Action Plan Approval Letter ("RAP Approval Letter") for the Property, dated .2021.

For the purposes of this and all subsequent covenants in this deed, the following definitions shall be employed:

"Environmental Documents" means all environmental studies, reports, field data, correspondence with any environmental agency and similar documents prepared by or for the Grantee (or otherwise obtained by the Grantee) regarding the environmental condition of the Property or any portion thereof, including, without limitation any SRP Documents (as defined below).

"Environmental Laws" means all Laws (as defined below) relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. ("CERCLA"), the Resource Conservation and Recovery Act.⁴²

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U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated under such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and the common law, including, without limitation, trespass and nuisance.

"Final NFR Letter" means a Final Comprehensive Residential No Further Remediation Letter for the Property issued by the IEPA, as amended or supplemented from time to time.

"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 ("USTs") and related

petroleum or otherwise contaminated soils limited only to (x) material exceeding soil attenuation/saturation limits or (y) material meeting RCRA hazardous waste criteria.

"Laws" means any and all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

"Losses" means any and all debts, liens (including, without limitation, lien removal and bonding costs), claims, actions, suits, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses, costs of investigation, and court costs).

"Remediation Work" means all investigation, sampling, monitoring, testing, removal, response, disposal, storage,

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remediation, treatment and other activities necessary to obtain a Final NFR Letter for the Property in accordance with the terms and conditions of the Remedial Action Plan Approval Letter for the Property issued by the IEPA, the SRP Documents (as defined below), all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws. The Remediation Work may include, but is not limited to, (i) the removal of soil exceeding residential remediation objectives as determined by 35 111. Adm. Code Part 742, and the removal or treatment of Hazardous Substances, (ii) the removal and closing of any identified USTs in accordance with applicable regulations, including 41 111. Adm. Code Part 175, and (iii) addressing any identified leaking USTs in accordance with 35 111. Adm. Code Part 734.

"SRP Documents" means all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation Report, Remediation Objectives Report, and Remedial Action Plan, the Remedial Action Completion Report and any and all related correspondence, data and other information prepared by either the City or Grantee pursuant to the Property's environmental conditions.

The Grantee covenants and agrees to complete all Remediation Work to obtain a Final NFR Letter for the Property. The City 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 SRP Documents and any changes thereto, and the Grantee's estimate of the cost to perform the Remediation Work. The Grantee shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property or any portion thereof. The Grantee shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Grantee acknowledges and agrees that the City will not permit occupancy of the Property until the IEPA has issued, the City has approved (which approval shall not be unreasonably withheld) and the Grantee has recorded with the

Cook County Clerk the Final NFR Letter for the Property. The Final NFR Letter shall state that the Property meets TACO Tier 1 remediation objectives for residential properties and the construction worker exposure route as set forth in 35 Ill. Adm. Code Part 742, but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

The Grantee covenants and agrees to abide by the terms and conditions of the

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Final NFR Letter, including but not limited to, not permitting occupancy of the Project until the above conditions are met.

THIRD: The City makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the property or the suitability of the Property for any purpose whatsoever. The Grantee acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the Property and accepts the risk that any inspection may not disclose all material matters affecting the Property. The Grantee hereby accepts the Property in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition, with all faults and defects, latent or otherwise, and the City has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to the Grantee, with respect to the structural, physical or environmental condition of the value of the Property, its compliance with any statute, ordinance or regulation, or its habitability, suitability, merchantability or fitness for any purpose whatsoever. The Grantee acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Grantee agrees that it is its sole responsibility and obligation to perform at its expense any environmental remediation work and take such other action as is necessary to put the Property (or any portion thereof) in a condition which is suitable for its intended use.

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

FOURTH: The Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under them (collectively, the "Grantee Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all Losses which the Grantee ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of this deed, based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous

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Substances, or threatened release, emission or discharge of Hazardous Substances; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances from or to other Property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"); provided, however, the foregoing release shall not apply to the extent such Losses are proximately caused by the gross negligence or willful misconduct of the City following the date of this deed. Furthermore, the Grantee shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the Indemnified Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Grantee Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims, except as provided in the immediately preceding sentence for the City's gross negligence or willful misconduct following the date of this deed. The Grantee Parties waive their rights of contribution and subrogation against the Indemnified Parties.

This covenant of release numbered FOURTH shall run with the Property, and shall be binding upon all successors and assigns of Grantee with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Grantee following the date of this deed. The Grantee acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to convey the Property, and that, but for such release, the City would not have agreed to convey the Property to the Grantee. It is expressly agreed and understood by and between the Grantee and the City that, should any future obligation of the Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, the Grantee and any of the Grantee Parties shall not assert that those obligations must be satisfied in whole or in part by the City, because this covenant numbered FOURTH contains a full, complete and final release of all such claims, except as provided in such covenant for the City's gross negligence or willful misconduct following the date of this deed.

FIFTH: Grantee 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 Property or any part thereof.

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SIXTH: Grantee acknowledges that if Grantee (or its successors or assigns) develops the Property with a "residential housing project," as that term is defined in Section 2-44-080 of the Municipal Code of Chicago (the "Affordable Requirements Ordinance"), Grantee (or its successors or assigns) Notwithstanding the foregoing, Grantee acknowledges that if Grantee (or its successors or assigns) develops the Property in accordance with the condition numbered FIRST, the Affordable Requirements Ordinance shall not apply.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of the day of ,2021. '

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By:

Lori E. Lightfoot, Mayor

ATTEST:

Andrea M. Valencia, City Clerk

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Celia Meza, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City"), pursuant to proxy on behalf of Lori E. Lightfoot, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's 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 hand and notarial seal on , 2021.

Notary Public

THIS INSTRUMENT WAS PREPARED BY:

**City of Chicago
Department of Law
Real Estate Division
121 North LaSalle Street, 600
Chicago, Illinois 60602**

MAIL DEED AND SUBSEQUENT TAX BILLS TO:

**Breakthrough Urban Ministries, Inc. 402 North St. Louis Avenue Chicago, IL 60624 Attn: Chief
Administrative Officer**

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**(sub) EXHIBIT 1 to Deed Legal
Description**

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL 1:

LOT 1 IN DIVEN'S SUBDIVISION OF THE WEST PART OF BLOCKS 3,4, 9 AND 10 IN TYRELL, BARRETT AND KERFOOTS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDAIN, LYING NORTH OF LAKE STREET, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3348 S. CARROLL AVENUE, CHICAGO, ILLINOIS PIN: 16-1M02-007-0000

PARCEL 2:

LOT 2 IN THE SUBDIVISION OF THE WEST PART OF BLOCKS 3, 4, 9 AND 10 IN TYRELL, BARRETT AND KERFOOTS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDAIN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3346 S. CARROLL AVENUE, CHICAGO, ILLINOIS
PIN: 16-11-402-008-0000

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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: Breakthrough Urban Ministries, Inc.

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

2. the contract, transaction or other undertaking to which this EDS pertains (referred to below as the

2. "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal

**2. name:
OR**

3. ☐ a legal entity with a direct or indirect right of control of the Applicant (see Section 11 (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: 402 N St Louis Ave, Chicago, IL, 60624

**C. Telephone: 773-346-1730 fax: 773-722-1434 Email: jsmith@breakthrough.org
<mailto:jsmith@breakthrough.org>**

D. Name of contact person: John A. Smith

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):

Purchase of land located at 3346-3348 W Carroll Ave, Chicago, IL, 60624

G. Which City agency or department is requesting this EDS? Department of Planning & Development

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 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 checked="" type="checkbox"/> Joint venture |
| <input type="checkbox"/> Sole proprietorship | <input checked="" 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 checked="" 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:

1. 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

N/A

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

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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

None

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:

N/A

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).

N/A

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (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.
--	------------------	--	---

Oonna J Pugh, Foley & Lardner (Retained)	321 N Clark St, Suite 3000, Chicago, IL 60854	Zoning Attorney	Pro-bono
--	---	-----------------	----------

Deconstruct Architecture (Retained)	3437 W Parker Ave, Chicago, IL, 60647	Project Architects	Estimated fees \$187,250
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ECS MIDWEST (RETAINED)	14026 THUDERBOLT PL. CHANTILLY VA 20151	CONSULTANT	Estimated fees \$44,000
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(Add sheets if necessary)

Jenner & Block (Retained)	353 N Clark St Chicago, IL. 60654-3456	Real Estate Attorney	Pro-bono
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☐ 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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Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

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

agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

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 I 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

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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:

N/A

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

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.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ M 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."

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):

N/A

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

D. CERTIFICATION REGARDING 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):

N/A

(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:

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SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics <<http://www.cityofchicago.org/Ethics>>. and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

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: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

Breakthrough Urban Ministries, Inc. (Print or type exact
legal name of Disclosing Party)

By:

John A. Smith

(Print or type name of person signing)

Chief Administrative Officer

(Print or type title of person signing)

Commission expires:

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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.

N/A

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

☐ Yes ☒ No

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

☐ Yes ☐ No ☒ The Applicant is not publicly traded on any exchange.

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

N/A

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT
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>>). 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)(l).

If you checked "no" to the above, please explain.

N/A