



# Office of the City Clerk

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

## Legislation Details (With Text)

**File #:** O2011-21  
**Type:** Ordinance  
**File created:** 1/13/2011  
**Status:** Passed  
**In control:** City Council  
**Final action:** 2/9/2011  
**Title:** Assumption and Amendment Agreement with Redevelopment Enterprise Inc for property development at 3418, 3420 and 3422 W Fulton St  
**Sponsors:** Daley, Richard M.  
**Indexes:** Sale  
**Attachments:** 1. O2011-21.pdf

Date	Ver.	Action By	Action	Result
2/9/2011	1	City Council		
2/3/2011	1	Committee on Housing and Real Estate	Recommended to Pass	Pass
1/13/2011	1	City Council	Referred	

RICHARD M. DALEY  
MAYOR  
OFFICE OF THE MAYOR  
CITY OF CHICAGO

January 13, 2011

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the sale of city-owned property and amendments to previously authorized land sales.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

### ORDINANCE

WHEREAS, the City of Chicago (the "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, by ordinance adopted by the City Council of the City (the "City Council") on December 15, 2004, and published in the Journal of the Proceedings of the City Council (the "Journal") for such date at pages 40119-40151 (the "2004 Ordinance", and, as amended by the 2006 Ordinance, as defined below, the "Amended Ordinance"), the City Council authorized the conveyance to Redevelopment Enterprises, Inc., an Illinois corporation (the "Developer"), of the real property commonly known as 3418,3420 and 3422 West Fulton Street, Chicago, Illinois, and legally described in Exhibit A attached hereto (subject to final title commitment and survey, the "Property"), subject to the parties' execution of an Agreement for the Sale and Redevelopment of Land substantially in the form attached to the 2004 Ordinance as Exhibit B (the "2004 RDA Form") and the Developer's payment to the City of One Hundred Twenty Thousand and 00/100 Dollars (\$120,000) (the "Purchase Price"); and

WHEREAS, the Developer was the owner of the real property commonly known as 4029, 4031, 4033 and 4035 West Carroll Avenue, Chicago, Illinois, and legally described in Exhibit B attached hereto (the "Acquisition

Parcels"); and

WHEREAS, by ordinance adopted by the City Council on September 13, 2006, and published in the Journal for such date at pages 84259-84261 (the "2006 Ordinance"), the City Council authorized an amendment to the 2004 RDA Form to permit the Developer to convey the Acquisition Parcels to the City, in lieu of paying the Purchase Price; and

WHEREAS, pursuant to the Amended Ordinance, the City and the Developer have entered into that certain Agreement for the Sale and Redevelopment of Land dated February 22, 2007 and ' recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on July 24, 2007 as document no. 0720531032 (the "Agreement"); and

WHEREAS, pursuant to the Amended Ordinance and in connection with the Agreement, the City has previously conveyed the Property to the Developer, by the City's quitclaim deed dated July 19, 2007 and recorded with the Recorder's Office on July 24, 2007 as document no. 0720531034 (the "City Deed"); and

WHEREAS, in connection with the Agreement, the Developer has previously conveyed the Acquisition Parcels to the City, by the Developer's warranty deed dated July 2, 2006 (sic) and recorded with the Recorder's Office on July 24, 2007 as document no. 0720531035; and

WHEREAS, pursuant to the Agreement and the City Deed, the Developer was required to construct three (3) two-flats on the Property (such development, the "Project"); and

WHEREAS, the Developer has partially constructed one two-flat and constructed foundations for the other two (2) two-flats; and

WHEREAS, the Developer has abandoned the Project; and

WHEREAS, the Developer has not submitted any documentation to the City evidencing the Developer's compliance with the City resident hiring requirement and the minority-owned and women-owned business enterprise commitment set forth in Sections 19.B. and 19.C, respectively, of the Agreement; and

WHEREAS, on October 8, 2010, the City notified the Developer that the Developer owed the City Twenty-One Thousand Five Hundred Fifty and 00/100 Dollars (\$21,550.00) as liquidated damages due to the Developer's failure to satisfy the City resident hiring requirement (the "Liquidated Damages"); and

WHEREAS, the Developer conveyed the Property to Karry L. Young Development, LLC, an Illinois limited liability company (the "New Developer"), by warranty deed dated October 27, 2010, and recorded with the Recorder's Office on November 1, 2010 as document no. 1030547036; and

WHEREAS, the conveyance from the Developer to the New Developer violated Section 11 of the Agreement because the Developer did not obtain the City's prior written consent to such conveyance; and

***WHEREAS, in order to facilitate the completion of the Project, the City and the New Developer desire that the New Developer assume the Agreement, with such amendments as described below; provided that, such assumption shall be without prejudice to the City's right to pursue collection of the Liquidated Damages from the Developer or such other damages as the Commissioner (as defined below) and the Corporation Counsel may deem appropriate; now, therefore,***

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The New Developer's assumption of the Agreement is hereby approved. This approval is expressly conditioned upon the City entering into an Assumption and Amendment Agreement with the New Developer substantially in the form attached hereto as Exhibit C (the "Assumption and Amendment Agreement"). The Commissioner of the Department of Housing and Economic Development or any successor department (the "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 the Assumption and Amendment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Assumption and Amendment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Assumption and Amendment Agreement.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the

invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.  
SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict

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

#### **EXHIBIT A**

##### **Legal Description of the Property**

PARCEL 1: THE EAST 12 FEET OF LOT 14 AND ALL OF LOT 15 AND THE WEST 13 FEET OF LOT 16 IN BLOCK 3 IN WARD'S SUBDIVISION OF THE EAST 1/4 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF LAKE STREET (EXCEPT THE EAST 33 FEET AND THE NORTH 395 FEET LYING SOUTH OF RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 12 FEET OF LOT 16 AND THE WEST 18 FEET OF LOT 17 IN BLOCK 3 IN WARD'S SUBDIVISION OF THE EAST 1/4 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF LAKE STREET (EXCEPT THE EAST 33 FEET AND THE NORTH 395 FEET LYING SOUTH OF RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

P.I.N.s: . 16-11-404-038-0000 16-11-404-037-0000

Commonly known as: 3418, 3420 and 3422 West Fulton Street, Chicago, Illinois 60624

#### **EXHIBIT B**

##### **Legal Description of the Acquisition Parcels**

LOTS 60, 61, 62 AND 63 IN BLOCK 1 IN WEST CHICAGO LAND COMPANY SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.s: 16-10-407-010-0000 16-10-407-011-0000 16-10-407-012-0000 16-10-407-013-0000

Commonly known as: 4029-35 West Carroll Avenue, Chicago, Illinois 60624

#### **EXHIBIT C Assumption and Amendment Agreement**

[SEE ATTACHED]

Prepared by and After Recording Return to:

City of Chicago

Department of Law

Real Estate and Land Use Division

121 N. LaSalle Street, Room 600

Chicago, Illinois 60602

312-744-0200

#### **ASSUMPTION AND AMENDMENT**

THIS ASSUMPTION AND AMENDMENT AGREEMENT ("Assignment and Assumption Agreement") is made as of ■, 2011, by and between the City of Chicago, an Illinois municipal corporation and home rule unit of local government (the "City"), acting by and through its Department of Housing and Economic Development ("DHED"), and having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and Karry L. Young Development, LLC, an Illinois limited liability company ("New Developer"), having its principal office at 1310 East 75<sup>th</sup> Street, Chicago, Illinois 60619.

#### **RECITALS**

A. Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on December 15, 2004, and published in the Journal of the Proceedings of the City Council (the "Journal") for such date at pages 40119-40151 (the "2004 Ordinance"), as amended by an ordinance adopted by the City Council on September 13, 2006 and published in the Journal for such date at pages 84259-84261 (the "2006 Ordinance") (the 2004 Ordinance, as amended by the 2006 Ordinance, the "Amended Ordinance"), the City and Redevelopment

Enterprises, Inc., an Illinois corporation (the "Developer"), have entered into that certain Agreement for the Sale and Redevelopment of Land dated February 22, 2007 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on July 24, 2007 as document no. 0720531032 (the "Agreement").

B. Pursuant to the Amended Ordinance, and in connection with the Agreement, the City has previously conveyed to the Developer the real property commonly known as 3418, 3420 and 3422 West. Fulton Street, Chicago, Illinois, and legally described in Exhibit A attached hereto (the "Property"), by the City's quitclaim deed dated July 19, 2007 and recorded with the Recorder's Office on July 24, 2007 as document no. 0720531034 (the "City Deed").

C. In connection with the Agreement, the Developer has previously conveyed to the City the real property commonly known as 4029, 4031, 4033 and 4035 West Carroll Avenue, Chicago, Illinois and legally described in Exhibit B attached hereto (the "Acquisition Parcels"), by the Developer's warranty deed dated July 2, 2006 (sic) and recorded with the Recorder's Office on July 24, 2007 as document no. 0720531035.

D. Pursuant to the Agreement and the City Deed, the Developer was required to construct three (3) two-flats on the Property (such development, the "Project").

E. The Developer partially constructed one two-flat and constructed foundations for the other two (2) two-flats.

F. The Developer has abandoned the Project. ,,

G. By warranty deed dated October 27, 2010, and recorded with the Recorder's Office on November 1, 2010 as document no. 1030547036, the Developer conveyed the Property to the New Developer.

H. The conveyance from the Developer to the New Developer violated Section 11 of the Agreement because the Developer did not obtain the City's prior consent to such conveyance.

I. The City Council, pursuant to an ordinance adopted on \_\_, 2011 (the "Ordinance Date"), authorized the New Developer's assumption of the Agreement, subject to the City's and the New Developer's execution of this Agreement.

J. The New Developer's assumption of the Agreement is without prejudice to the City's right to collect from the Developer any liquidated damages, other damages, fines or penalties that are owed by the Developer in connection with the Agreement.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the New Developer hereby agree as follows:

1. Assumption. The New Developer hereby assumes all the obligations of Redevelopment Enterprises, Inc., under the Agreement, other than Redevelopment Enterprises, Inc.'s obligation to pay any liquidated damages, other damages, fines or penalties in connection with the Agreement with respect to work performed prior to November 1, 2010. References in the Agreement to the Developer shall refer to the New Developer.

2. Amendments to Agreement. The Agreement is amended as follows:

a. References to the "Department of Planning and Development" and "DPD" are revised to read the "Department of Housing and Economic Development" and "DHED", respectively.

b. References to the "Developer" shall mean Karry L. Young Development, LLC, an Illinois limited liability company, having its principal place of business at 1310 East 75<sup>th</sup> Street, Chicago, Illinois 60619.

c. The Agreement is amended to include Section 3.C. (Performance Deposit), which reads as follows: "Performance Deposit. The Developer has deposited with the City the amount of Six Thousand and 00/100 Dollars (\$6,000), as security for the performance of its obligations under this Agreement ("Performance Deposit"), which the City will retain until the City issues a Certificate of Completion (as defined in Section 9). The City will pay no interest to the Developer on the Performance ^ Deposit."

d. Section 4.E. (Building Permits) of the Agreement is amended and restated to read as follows:

"Building Permits. The Developer shall apply for all necessary building permits and zoning approvals for the project no later than March 15, 2011, and shall deliver evidence of all such permits and approvals to DHED promptly upon their issuance."

e. Section 5 (Project Budget; Proof of Financing) of the Agreement is re-named "Project Budget" and amended

and restated to read as follows:

"Project Budget. DHED has approved the Developer's final project budget in the amount of Nine Hundred Fifteen Thousand and 00/100 Dollars (\$915,000)."

f. Section 6.A. (Site Plans) of the Agreement is amended and restated to read as follows:

"Site Plans. The Developer shall construct the Project on the Property in accordance with the renderings prepared by K2 Studio, 329 West 18<sup>th</sup> Street, Suite 501, Chicago, Illinois 60616, and dated September 21, 2010, which have been approved by DHED and which are attached hereto as Exhibit C ("Drawings"). No material deviation from the Drawings may be made without the prior written approval of DHED. Material deviations include a change in the square footage of any dwelling unit by more than five percent (5%), changes in the number of dwelling units in the Project, or changes to the basic use of the Property. If the Developer submits and DHED approves revised design development drawings and specifications after the date of this Assumption and Amendment Agreement, the term "Drawings" as used herein shall refer to the revised design development drawings, landscape plan and specifications upon DHED's written approval of the same."

g. Section 8 (Commencement and Completion of Improvements) of the Agreement is amended and restated to read as follows:

"Commencement and Completion of Project. Subject to the Developer's receipt of all necessary government approvals, the Developer shall commence construction of the Project no later than sixty (60) days following the Ordinance Date, and shall complete the Project (as evidenced by the Developer's written request for a Certificate of Completion for the Project) no later than one (1) year following the Ordinance Date. Notwithstanding the foregoing commencement and completion dates, at the Developer's request, DHED may, in DHED's sole discretion, extend such construction commencement and completion dates by issuing a written extension letter. The Project shall be constructed in accordance with all applicable laws, regulations and codes."

h. The employment obligations set forth in Sections 19.B. (City Resident Employment Requirement) and 19.C. (Developer's MBE/WBE Commitment) shall apply only to work performed or to be performed by the New Developer (i.e., the New Developer is not obligated to satisfy the employment obligations for work previously performed by Redevelopment Enterprises, Inc.).

i. Section 24 (Notices) of the Agreement is amended to include the following address for notice purposes: Karry L. Young Development, LLC, 221 North 1<sup>st</sup> Avenue, Maywood, Illinois 60153 (fax: 708-410-2661).

j. The Agreement is amended to include Sections 32 (Prohibition on Certain Contributions - Mayoral Executive Order No. 05-1), 33 (Cooperation with Office of Compliance), 34 (Failure to Maintain Eligibility to do Business with the City), and 35 (Inspector General and Legislative Inspector General) which read as follows:

"SECTION 32. Prohibition on Certain Contributions - Mayoral Executive Order No. 05-1.

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this 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 (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (1) after execution of this Agreement by Developer, (2) while this Agreement or any Other Contract is executory, (3) during the term of this Agreement or any Other Contract between Developer and the City, or (4) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later to occur of (1) February 10, 2005, and (2) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer agrees that it shall not: (1) coerce, compel or intimidate its employees to make a contribution of any

amount to the Mayor or to the Mayor's political fundraising committee; (2) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (3) Bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

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

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 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, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order No. 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

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

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (1) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (2) entered into for the purchase or lease of real or personal property; or (3) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

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

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

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

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

### SECTION 33. COOPERATION WITH OFFICE OF COMPLIANCE.

In accordance with Chapter 2-26-010 et seq. of the Municipal Code, the Developer acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Executive Director of the Office of Compliance in connection with any activities undertaken by such office with respect to this Agreement, including, without limitation, making available to the Executive Director the department's premises, equipment, personnel, books, records and papers. The Developer agrees to abide by the provisions of Chapter 2-26-010 et seq.

### SECTION 34. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

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

**SECTION 35. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.**

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

k. Exhibit C of the Agreement is amended and restated to read as follows:

"Narrative Description of the Project. The Developer shall build three (3) two-story residential buildings on the Property, in accordance with the renderings prepared by K-2 Architects, Inc., and dated September 21, 2010. The Project will have a total of six (6) units and will be framed construction with face brick on the front facade. The total square footage for each residential unit will be approximately 1,250 sq. ft. and the total square footage for each building, including the basement, will be approximately 3,750 sq. ft. Each building will consist of two (2) stories and a common, shared basement. A concrete pad for a two-car garage will be constructed in the rear yard of each building, providing the option for the construction of a garage by the future owners. The units will be either (i) sold at market rate and the prices will range from \$225,000 to \$305,000 or (ii) rented. Each building will comply with the Chicago Standard for LEED."

3. Full Force and Effect. Except as amended hereby, the Agreement shall continue in full force and effect as the binding obligations of the City, Redevelopment Enterprises, Inc. (with respect to the payment of liquidated damages, other damages, penalties and fines), and the New Developer, respectively.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption as of the day and year first above stated.

CITY OF CHICAGO,

an Illinois municipal corporation  
and home rule unit of local government

By: \_:\_

Commissioner, Department of Housing and Economic Development  
KARRY L. YOUNG DEVELOPMENT, LLC, an Illinois limited liability company

By: \_ Name: Its:

**(sub) EXHIBIT A to the Assumption and Amendment Agreement**

**Legal Description of the Property**

PARCEL 1: THE EAST 12 FEET OF LOT 14 AND ALL OF LOT 15 AND THE WEST 13 FEET OF LOT 16 IN BLOCK 3 IN WARD'S SUBDIVISION OF THE EAST 1/4 OF THE WEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF LAKE STREET (EXCEPT THE EAST 33 FEET AND THE NORTH 395 FEET LYING SOUTH OF RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 12 FEET OF LOT 16 AND THE WEST 18 FEET OF LOT 17 IN BLOCK 3 IN WARD'S SUBDIVISION OF THE EAST 1/4 OF THE WEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF LAKE STREET (EXCEPT THE EAST 33 FEET AND THE NORTH 395 FEET LYING SOUTH OF RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

P.I.N.s: 16-11-404-038-0000 16-11-404-037-0000

Commonly known as: 3418, 3420 and 3422 West Fulton Street, Chicago, Illinois 60624

**(sub) EXHIBIT B to the Assumption and Amendment Agreement**





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:

BipfT.^fSf

C. Telepil^tlBiaaiQ- F7»P(l)lfeV701D Em,il:fO(TL|Q.fl jj , flH-

L:

D. Name of contact person: \_

E. Federal Employer Identification No. (if you have one): B-M Upload

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

A<mhjyy;oj) a^d^Sm^^iAPj^jAMLA\_\_\_\_\_

G. Which City agency or department is requesting this EDS? /AiSl/Y) QSu Sj/Y)D/f{/C

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

Specification # \_\_\_\_\_ and Contract # \_

Ver. 09-01-10

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## SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

☐ Person

☐ Publicly registered business corporation

☐ Privately held business corporation

☐ Sole proprietorship

☐ General partnership

☐ Limited partnership

☐ Trust

Limited liability company ☐ Limited liability partnership ☐ Joint venture ☐ Not-for-profit corporation (Is the not-for-profit corporation also a 501(c)(3))?

☐ Yes ☐ No

☐ Other (please specify)

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

^It'rm\_\_\_\_\_

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 ]4<sup>N/A</sup>

### 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

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,

Page 2 of 13

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name Business Address Percentage Interest in the

Disclosing Party

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

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

☐ Yes ☒ No

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

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

' The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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

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Name (indicate whether retained or anticipated to be retained)

Business Relationship to Disclosing Party Fees (indicate whether  
Address (subcontractor, attorney, paid or estimated.) NOTE:  
lobbyist, etc.) "hourly rate" or "t.b.d." is  
j. rv i not an,aeGep,tale response, t

(Add sheets if necessary)

☐ Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities. SECTION V -- CERTIFICATIONS

#### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

☐ Yes

No ☐ No person directly or indirectly owns 10% or more of the

Disclosing Party.

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

☐ Yes ☐ No

#### B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 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 I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

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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").

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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 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:

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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.

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

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

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):

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.

I. 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?

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

☐is

*MB.*

☐Yes

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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.I., 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 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:

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**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.

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**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.

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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:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

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

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

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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.

sceptic

j4rjQiL>lrana

(Print or typj name of persoiJ

signing)

(Print or type tit?e of person signing)

SigrtfE^ ^y4 swor\_n to before at(^JLXr\ lOir t\_\_County

JJltCD^ (state).

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 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?

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.

[ ]Yes

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