



# Office of the City Clerk

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

## Legislation Text

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**File #:** O2014-4817, **Version:** 1

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CHICAGO June 25, 2014

**To the President and Members of the City Council:**

**Your Committee on Finance having had under consideration**

A communication recommending a proposed ordinance concerning the authority to approve an amendment to the Small Business Improvement Fund Program.

02014-4817

Having had the same under advisement, begs leave to report and recommend that your Honorable Body pass the proposed Ordinance Transmitted Herewith

**This recommendation was concurred in by** (ar^jva voce votej)  
**of members of the committee with** dissenting vote(s) 7~

**Respectfully submitted**

**Chairman**

**Document No.**

### **REPORT OF THE COMMITTEE ON FINANCE TO THE CITY COUNCIL CITY OF CHICAGO**

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

May 28, 2014

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 an ordinance allocating TIF funding for three Small Business Improvement Funds.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

### **ORDINANCE**

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

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

WHEREAS, by ordinances adopted by the City Council, the first on November 8, 2000, and published in the Journal for said date at pages 43877 to 43930, inclusive (the "First Amending Ordinance") and the most recent adopted on July 24, 2013 (the "Fortieth Amending Ordinance," collectively with the Program Ordinance, the First Amending Ordinance and the other amending ordinances, the "SBIF Ordinance"), the City has restated and refined the Program and extended its reach to additional redevelopment project areas of the City; and

WHEREAS, the SBIF Ordinance authorized DPD to fund the Program in the Clark/Montrose

Redevelopment Project Area ("Clark/Montrose Area") in an amount not to exceed \$1,300,000; and

WHEREAS, as part of the Program, the \$1,300,000 funding previously authorized for the Clark/Montrose Area was substantially expended for the improvement of commercial and industrial facilities of small businesses in the Clark/Montrose Area; and

WHEREAS, DPD desires to increase the amount of grant funds available in the Clark/Montrose Area by an additional \$1,000,000 to a total, collective amount of \$2,300,000; and

WHEREAS, the SBIF Ordinance authorized DPD to fund the Program in the Lawrence/Broadway Redevelopment Project Area ("Lawrence/Broadway Area") in an amount not to exceed \$1,000,000; and

WHEREAS, as part of the Program, the \$1,000,000 funding previously authorized for the Lawrence/Broadway Area was substantially expended for the improvement of commercial and industrial facilities of small businesses in the Lawrence/Broadway Area; and

WHEREAS, DPD desires to increase the amount of grant funds available in the Lawrence/Broadway Area by an additional \$500,000 to a total, collective amount of \$1,500,000; and

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WHEREAS, the SBIF Ordinance authorized DPD to fund the Program in the Ravenswood Corridor Redevelopment Project Area ("Ravenswood Area") in an amount not to exceed \$1,500,000; and

WHEREAS, as part of the Program, the \$1,500,000 funding previously authorized for the Ravenswood Area was substantially expended for the improvement of commercial and industrial facilities of small businesses in the Ravenswood Area; and

WHEREAS, DPD desires to increase the amount of grant funds available in the Ravenswood Area by an additional \$500,000 to a total, collective amount of \$2,000,000; and

WHEREAS, the City Council, under the SBIF Ordinance, authorized DPD to enter into an agreement with SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), and DPD entered into such agreement on March 12, 2001, which agreement continues in full force and effect, as amended from time to time, pursuant to which SomerCor performs certain administrative services for the Program, and DPD now desires to further amend that agreement by entering into a Forty-First amending agreement (the "Forty-First Amending Agreement") with SomerCor to (a) increase the amount of grant funds available in the Clark/Montrose Area by an additional \$1,000,000 to a total, collective amount of \$2,300,000; (b) increase the amount of grant funds available in the Lawrence/Broadway Area by an additional \$500,000 to a total, collective amount of \$1,500,000; (c) increase the amount of grant funds available in the Ravenswood Area by an additional \$500,000 to a total, collective amount of \$2,000,000; and (d) authorize SomerCor to continue providing the same administrative services for the Program, which Forty-First Amending Agreement is set forth in more detail on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the City's obligation to provide funds under the Fortieth Amending Agreement may be met through (i) incremental taxes from the Clark/Montrose Area, Lawrence/Broadway Area and Ravenswood Area, as applicable; or (ii) any other funds legally available to the City for this purpose; now, therefore,

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

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

SECTION 2. SomerCor is hereby authorized to administer the Program in the Clark/Montrose Area, Lawrence/Broadway Area and Ravenswood Area, subject to the supervision of DPD.

SECTION 3. The Commissioner of DPD or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to legal form, to negotiate, execute and deliver the Forty-First Amending Agreement between SomerCor and the City substantially in the form attached hereto as Exhibit A and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions of the Forty-First Amending Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Forty-First Amending Agreement.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance,

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## **EXHIBIT A**

### **Form of Forty-First Amending Agreement [See attached]**

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**Forty-First Amending Agreement to**  
**ADMINISTRATIVE SERVICES AGREEMENT**

This Forty-First Amending Agreement to Administrative Services Agreement (the "Agreement") is made this       day of       2014, by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Planning and Development ("DPD"), and SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor") whose office address is 601 South LaSalle Street Street, Suite 510, Chicago, Illinois 60605 and whose federal tax identification number is 36-3837330.

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

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

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

WHEREAS, in an ordinance adopted by the City Council on October 31, 2001 and published in the Journal of Proceedings of the City Council for said date at pages 69965 through 70047, inclusive, (the "Midwest TIF Area Ordinance") the City Council authorized DPD to enter into an agreement amending the Second SomerCor Agreement with SomerCor to enable SomerCor to provide SBIF Program administrative services in the Midwest TIF Area (the "Midwest TIF Area Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on May 1, 2002, and published in the Journal of Proceedings of the City Council for said date at pages 83769 to 83781, inclusive ("Second Amending Ordinance"), the City Council authorized DPD to enter into an agreement amending the Second SomerCor Agreement with SomerCor to enable SomerCor to provide SBIF Program administrative services in the Portage Park, Western Avenue North, Western Avenue South, Fullerton/Milwaukee and Belmont/Central TIF Areas (the "Second Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on December 4, 2002, and published in the Journal of Proceedings of the City Council for said date at pages 100124 to 100135, inclusive ("Third Amending Ordinance"), the City Council authorized DPD to enter into an

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agreement amending the Second SomerCor Agreement with SomerCor to enable SomerCor to provide SBIF Program administrative services in the Madison/Austin Corridor and Humboldt Park Commercial TIF Areas (the "Third Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on February 5, 2003, and published in the Journal of Proceedings of the City Council for said date at pages 102793 to 102803, inclusive ("Fourth Amending Ordinance"), the City Council authorized DPD to enter into an agreement amending the Second SomerCor Agreement with SomerCor to enable SomerCor to provide SBIF Program administrative services in the Northwest Industrial Corridor Redevelopment Project Area (the "Fourth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on July 9, 2003, and published in the Journal of Proceedings of the City Council for said date at pages 3418 to 3424, inclusive ("Fifth Amending Ordinance"), the City Council authorized DPD to enter into an agreement amending the Second SomerCor Agreement with SomerCor which restated the SBIF Program rules (the "Fifth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on November 3, 2004, and published in the Journal of Proceedings of the City Council for said date at pages 34545 to 34554, inclusive ("Sixth Amending Ordinance"), DPD extended the SBIF Program to the Lawrence/Kedzie Redevelopment Project Area of the City (the "Sixth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on September 14, 2005 and published in the Journal of Proceedings of the City Council for said date at pages 54724 to 54740, inclusive ("Seventh Amending Ordinance"), DPD extended the SBIF Program to the 63rd/Pulaski, Belmont/Cicero, Lawrence/Pulaski, Peterson/Pulaski, West Irving Park, Greater Southwest-West, Galewood/Armitage Industrial, Pilsen Industrial Corridor, 119th and Halsted, and Pulaski Corridor Redevelopment Project Areas of the City and increased the amount of grant funds available in the Fullerton/Milwaukee Redevelopment Project Area and the Lawrence/Kedzie Redevelopment Project Area (the "Seventh Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on September 13, 2006 and published in the Journal of Proceedings of the City Council for said date at pages 83420 to 83440, inclusive

("Eighth Amending Ordinance"), DPD extended the SBIF Program to twenty-one redevelopment project areas of the City (the "Eighth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on February 7, 2007 and published in the Journal of Proceedings of the City Council for said date at pages 97661 to 97672, inclusive ("Ninth Amending Ordinance"), DPD extended the SBIF Program to the 63rd/Ashland and Devon/Western Redevelopment Project Areas of the City (the "Ninth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on June 13, 2007 and published in the Journal of Proceedings of the City Council for said date at pages 2395 to 2402, inclusive ("Tenth Amending Ordinance"), the City Council authorized DPD to enter into an agreement amending the Second SomerCor Agreement with SomerCor which restated the SBIF Program rules (the "Tenth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on October 31, 2007 and published in the journal of Proceedings of the City Council for said date at pages 10929 to

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10942, inclusive ("Eleventh Amending Ordinance"), DPD extended the SBIF Program to certain redevelopment project areas of the City (the "Eleventh Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on June 11, 2008 and published in the Journal of Proceedings of the City Council for said date at pages 28833 to 28843, inclusive ("Twelfth Amending Ordinance"), DPD extended the SBIF Program to the Michigan/Cermak Redevelopment Project Area of the City (the "Twelfth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on September 10, 2008 and published in the Journal of Proceedings of the City Council for said date at pages 36267 to 36277, inclusive ("Thirteenth Amending Ordinance"), DPD extended the SBIF Program to the Irving/Cicero Redevelopment Project Area of the City (the "Thirteenth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on September 10, 2008 and published in the Journal of Proceedings of the City Council for said date at pages 36704 to 36711, inclusive ("Fourteenth Amending Ordinance"), the City Council authorized DPD to enter into an agreement amending the Second SomerCor Agreement with SomerCor which restated the SBIF Program rules (the "Fourteenth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on February 11, 2009 and published in the Journal of Proceedings of the City Council for said date at pages 54738 to 54748, inclusive ("Fifteenth Amending Ordinance"), DPD extended the SBIF Program to the Hollywood/Sheridan Redevelopment Project Area of the City (the "Fifteenth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on March 18, 2009 and published in the Journal of Proceedings of the City Council for said date at pages 55750 to 55762, inclusive ("Sixteenth Amending Ordinance"), DPD extended the SBIF Program to the Elston/Armstrong Industrial Corridor Redevelopment Project Area and 47<sup>th</sup>/Ashland Redevelopment Project Area of the City (the "Sixteenth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on April 22, 2009 and published in the Journal of Proceedings of the City Council for said date at pages 57265 to 57276, inclusive ("Seventeenth

Amending Ordinance"), DPD extended the SBIF Program to the Lawrence/Broadway Redevelopment Project Area and Touhy/Western Redevelopment Project Area of the City (the "Seventeenth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on May 13, 2009 and published in the Journal of Proceedings of the City Council for said date at pages 60322 to 60333, inclusive ("Eighteenth Amending Ordinance"), DPD extended the SBIF Program to the Austin Commercial Redevelopment Project Area of the City (the "Eighteenth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on June 3, 2009 and published in the Journal of Proceedings of the City Council for said date at pages 63080 to 63090, inclusive ("Nineteenth Amending Ordinance"), DPD increased the amount of grant funds available in the Clark Street and Ridge Avenue Redevelopment Project Area by an additional \$1,000,000 to a total, collective amount of \$1,750,000 (the "Nineteenth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on June 30, 2009 and published in the Journal of Proceedings of the City Council for said date at pages 64859 to 64871,

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inclusive ("Twentieth Amending Ordinance"), DPD extended the SBIF Program to the Midway Industrial Corridor Redevelopment Project Area and increased the amount of grant funds available in the Peterson/Pulaski Redevelopment Project Area by an additional \$1,000,000 to a total, collective amount of \$1,500,000 (the "Twentieth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on September 9, 2009 and published in the Journal of Proceedings of the City Council for said date at pages 69297 to 69308, inclusive ("Twenty-First Amending Ordinance"), DPD increased the amount of grant funds available in the 35<sup>th</sup>/Halsted Redevelopment Project Area by an additional \$500,000 to a total, collective amount of \$1,250,000 (the "Twenty-First Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on November 18, 2009 and published in the Journal of Proceedings of the City Council for said date at pages 74011 to 74023, inclusive ("Twenty-Second Amending Ordinance"), DPD extended the SBIF Program to the 95<sup>th</sup> Street and Stony Island Avenue, Avalon Park/South Shore, Harlem Industrial Park Conservation, and Western Avenue/Rock Island Redevelopment Project Areas of the City (the "Twenty-Second Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on December 2, 2009 and published in the Journal of Proceedings of the City Council for said date at pages 79524 to 79546, inclusive ("Twenty-Third Amending Ordinance"), DPD restated the SBIF Program Rules, extended the SBIF Program to the Avondale and Woodlawn Redevelopment Project Areas, and increased the amount of grant funds available in the Northwest Industrial Corridor Redevelopment Project Area by an additional \$1,000,000 to a total, collective amount of \$2,500,000 (the "Twenty-Third Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on January 13, 2010 and published in the Journal of Proceedings of the City Council for said date at pages 82434 to 82446, inclusive ("Twenty-Fourth Amending Ordinance"), DPD extended the SBIF Program to the Addison South Redevelopment Project Area (the "Twenty-Fourth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on February 10, 2010 and published in the Journal of Proceedings of the City Council for said date at pages 83847 to 83861, inclusive



("Twenty-Fifth Amending Ordinance"), DPD extended the SBIF Program to the 47<sup>th</sup>/King Drive, 79<sup>th</sup> Street Corridor and Armitage/Pulaski Redevelopment Project Areas and increased the amount of grant funds available in the Madison/Austin Corridor and Western Avenue North Redevelopment Project Areas (the "Twenty-Fifth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on June 9, 2010 and published in the Journal of Proceedings of the City Council for said date at pages 92472 to 92483, inclusive ("Twenty-Sixth Amending Ordinance"), DPD increased the amount of grant funds available in the Hollywood/Sheridan Redevelopment Project Area by an additional \$750,000 to a total, collective amount of \$1,150,000 (the "Twenty-Sixth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on June 30, 2010 and published in the Journal of Proceedings of the City Council for said date at pages 94477 to 94491, inclusive ("Twenty-Seventh Amending Ordinance"), DPD extended the SBIF Program to the Roosevelt/Cicero, Western/Ogden and Little Village Industrial Corridor Redevelopment Project Areas and increased the amount of grant funds available in the Belmont/Central and Portage Park Redevelopment Project Areas (the "Twenty-Seventh Amending Agreement"); and

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WHEREAS, by an ordinance adopted by the City Council of the City on October 6, 2010 and published in the Journal of Proceedings of the City Council for said date at pages 99933 to 99946, inclusive ("Twenty-Eighth Amending Ordinance"), DPD extended the SBIF Program to the Roosevelt/Homan and Ogden/Pulaski Redevelopment Project Areas and increased the amount of grant funds available in the Devon and Western and Western Avenue/Rock Island Redevelopment Project Areas (the "Twenty-Eighth Amending Agreement"); and

WHEREAS, by an ordinance adopted by the City Council of the City on November 3, 2010 and published in the Journal of Proceedings of the City Council for said date at pages 104150 to 104161, inclusive ("Twenty-Ninth Amending Ordinance"), DPD increased the amount of grant funds available in the 111<sup>th</sup> Street/Kedzie Avenue Business District Redevelopment Project Area ("111<sup>th</sup>/Kedzie Area") by an additional \$750,000 to a total, collective amount of \$1,750,000; and

WHEREAS, by an ordinance adopted by the City Council of the City on February 9, 2011 and published in the Journal of Proceedings of the City Council for said date at pages 111666 to 111678, inclusive ("Thirtieth Amending Ordinance"), DPD extended the SBIF Program to the Read/Dunning Redevelopment Project Area and increased the amount of grant funds available in the Midwest Redevelopment Project Area by an additional \$1,000,000 to a total, collective amount of \$2,500,000; and

WHEREAS, by an ordinance adopted by the City Council of the City on June 8, 2011 and published in the Journal of Proceedings of the City Council for said date at pages 200 to 213, inclusive ("Thirty-First Amending Ordinance"), DPD increased the amount of grant funds available in the 35<sup>th</sup>/Halsted Redevelopment Project Area by an additional \$500,000 to a total, collective amount of \$1,750,000; increased the amount of grant funds available in the 47<sup>th</sup>/King Drive Redevelopment Project Area by an additional \$1,000,000 to a total, collective amount of \$1,500,000; increased the amount of grant funds available in the North Branch South Redevelopment Project Area by an additional \$500,000 to a total, collective amount of \$1,000,000; and increased the amount of grant funds available in the Portage Park Redevelopment Project Area by an additional \$500,000 to a total, collective amount of \$1,660,000; and

WHEREAS, by an ordinance adopted by the City Council of the City on July 28, 2011 and published in the Journal of Proceedings of the City Council for said date at pages 3789 to 3802, inclusive ("Thirty-Second

Amending Ordinance"), DPD extended the SBIF Program to the Ewing Avenue Redevelopment Project Area; and

WHEREAS, by an ordinance adopted by the City Council of the City on November 2, 2011 and published in the Journal of Proceedings of the City Council for said date at pages 9614 to 9626, inclusive ("Thirty-Third Amending Ordinance"), DPD increased the amount of grant funds available in the Portage Park Redevelopment Project Area by an additional \$500,000 to a total, collective amount of \$2,160,000; and

WHEREAS, by an ordinance adopted by the City Council of the City on April 24, 2012 and published in the Journal of Proceedings of the City Council for said date at pages 24129 to 24159, inclusive ("Thirty-Fourth Amending Ordinance"), DPD amended the Program Rules for the SBIF Program, extended the SBIF Program to the Archer/Central, Division/Homan and 47<sup>th</sup>/State redevelopment project areas, and increased the amount of grant funds available in nine additional redevelopment project areas; and

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WHEREAS, by an ordinance adopted by the City Council of the City on April 24, 2012 and published in the Journal of Proceedings of the City Council for said date at pages 24160 to 24175, inclusive ("Thirty-Fifth Amending Ordinance"), DPD extended the SBIF Program to the Irving Park/Elston redevelopment project area and increased the amount of grant funds available in seven other redevelopment project areas; and

WHEREAS, by an ordinance adopted by the City Council of the City on June 6, 2012 and published in the Journal of Proceedings of the City Council for said date at pages 27953 to 27967, inclusive ("Thirty-Sixth Amending Ordinance"), DPD extended the SBIF Program to four additional redevelopment project areas; and

WHEREAS, by an ordinance adopted by the City Council of the City on October 3, 2012 and published in the Journal of Proceedings of the City Council for said date at pages 34651 to 34664, inclusive ("Thirty-Seventh Amending Ordinance"), DPD increased the amount of grant funds in the Western Avenue/Rock Island redevelopment project area; and

WHEREAS, by an ordinance adopted by the City Council of the City on January 17, 2013 and published in the Journal of Proceedings of the City Council for said date at pages 44849 to 44862, inclusive ("Thirty-Eighth Amending Ordinance"), DPD increased the amount of grant funds in the Western Avenue South redevelopment project area; and

WHEREAS, by an ordinance adopted by the City Council of the City on June 26, 2013 and published in the Journal of Proceedings of the City Council for said date at pages 56098 to 56115, inclusive ("Thirty-Ninth Amending Ordinance"), extended the SBIF Program to the 35<sup>th</sup> and Wallace redevelopment project area and increased the amount of grant funds available in six other redevelopment project areas; and

WHEREAS, by an ordinance adopted by the City Council of the City on July 24, 2013 and published in the Journal of Proceedings of the City Council for said date at pages 57332 to 57346, inclusive ("Fortieth Amending Ordinance"), increased the amount of grant funds available in the Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Project Area ("Stony Island/Burnside Area") by an additional \$500,000 to a total, collective amount of \$2,000,000 and increased the amount of grant funds available in the West Irving Park Redevelopment Project Area ("West Irving Park Area") by an additional \$500,000 to a total, collective amount of \$2,500,000; and

WHEREAS, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2014 and published in the Journal of Proceedings of the City Council for said date at pages \_\_\_\_\_ to \_\_\_\_\_

, inclusive ("Forty-First Amending Ordinance"), increased the amount of grant funds available in the Clark/Montrose Redevelopment Project Area ("Clark/Montrose Area") by an additional \$1,000,000 to a total, collective amount of \$2,300,000, increased the amount of grant funds available in the Lawrence/Broadway Redevelopment Project Area ("Lawrence/Broadway Area") by an additional \$500,000 to a total, collective amount of \$1,500,000, and increased the amount of grant funds available in the Ravenswood Corridor Redevelopment Project Area ("Ravenswood Area") by an additional \$500,000 to a total, collective amount of \$2,000,000; and

WHEREAS, the Forty-First Amending Ordinance authorized DPD to enter into an agreement with SomerCor to continue to provide SBIF Program administrative services in the Clark/Montrose Area, Lawrence/Broadway Area and Ravenswood Area, and DPD and SomerCor now desire to enter into such an agreement, which will amend the Second SomerCor Agreement (the "Forty-First

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Amending Agreement"); and

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

#### **ARTICLE I INCORPORATION AND RECITALS**

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

#### **ARTICLE II**

##### **REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

#### **ARTICLE III**

##### **AMENDMENTS TO SECOND SOMERCOR AGREEMENT**

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

a) amend the text in Exhibit 5 thereof increasing the maximum funds available for the following Areas, as follows:

Clark/Montrose	\$2,300,000	Lawrence/Broadway	\$1,500,000
Ravenswood Corridor	\$2,000,000		

b) substitute the following for each occurrence of "One Hundred and Fourteen Million Five Hundred Sixty Thousand Dollars (\$114,560,000)" in Section 4.2 thereof:

One Hundred and Sixteen Million Five Hundred Sixty Thousand Dollars (\$116,560,000)

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

**ARTICLE IV**

**OBLIGATION TO PROVIDE DOCUMENTS**

SomerCor shall execute and deliver to DPD such documents as may be required by the Corporation Counsel of the City to evidence SomerCor's participation in the Program, including, but not limited to, the City's current form of Economic Disclosure Statement and an opinion of counsel in substantially the form of Exhibit 1 attached hereto and incorporated herein.

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

CITY OF CHICAGO

Commissioner,  
Department of Planning and Development

SOMERCOR 504, INC.

By:

Its:

that:

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

- A. a violation or breach of (i) the Articles of Incorporation of SomerCor, (ii) the By-Laws of SomerCor, (iii) any provision of any contract or other instrument to which SomerCor is bound, or (iv) any order, writ, injunction, decree, statute, rule or regulation binding on SomerCor, or
  - B. a breach of any of the provisions of, or constitute a default under, or result in the creation or imposition of any lien or encumbrance upon any of the property of SomerCor pursuant to any agreement or other instrument to which SomerCor is a party or by which SomerCor is bound.
6. No action of, or filing with, any governmental or public body is required to authorize, or is otherwise required for the validity of, the execution, delivery and performance of any of the Agreement.

This opinion is furnished for your benefit and may be relied upon by you and any such other party in connection with the Agreement, but may not be delivered to or relied upon by any other person or entity without written consent from the undersigned.

Very truly yours,

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# **EXHIBIT 1 to Forty-First Amending Agreement Form of**

## **Counsel's Opinion**

2014

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

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

Ladies and Gentlemen:

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

In so acting as counsel for SomerCor I have examined:

- i) an executed original of the Agreement;

- ii) the Articles of Incorporation, including all amendments thereto, of SomerCor as furnished and certified by the Secretary of State of the State of Illinois;
- iii) the By-Laws of SomerCor, as certified by the Secretary of SomerCor as of the date hereof; and
- iv) the Certificate of Good Standing dated \_\_\_\_\_, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of SomerCor.

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

I have also assumed, but have no reason to question, the legal capacity, authority and the genuineness of the signatures of and due and proper execution and delivery by the respective parties other than SomerCor which has made, executed or delivered or will make, execute and deliver the agreements and documents examined by me.

I express no opinion as to (i) the laws of any state or jurisdiction other than the State of Illinois (and any political subdivisions thereof) and the United States of America; and (ii) any matters pertaining or relating to the securities laws of the United States of America, the State of Illinois or any other state.

Based upon and subject to the assumptions and qualifications herein stated, it is my opinion

9

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:

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

- 1. ☒ the Applicant ^OR
- 2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the
- 2. Applicant in which the Disclosing Party holds, an interest:  
OR
- 3. ☐ a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party:

C. Telephone ^lgvSfcft ^QO Fax: ^ia-3GQ-

Email: rj^CcK\*K@ <^meSZ,&r-.jO/^

D. Name of contact person: C^c\|/>'<-) I^ frxn

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

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

G. Which City agency or department is requesting this EDS?T^j?K (Tp PlcvW/v^ AaJ X&i/Zkpr^-W ^~

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

fyA and Contract// \*ty/V

Page 1 of 13

## 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 type="checkbox"/> Joint venture                   |
| <input type="checkbox"/> Sole proprietorship                      | 5<J Not-for-profit corporation                           |
| <input type="checkbox"/> General partnership                      | fls the not-for-profit corporation also a 501(c)(3))?    |
| <input type="checkbox"/> Limited partnership                      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust                                    | \$ Other (please specify)                                |

SrtlCOtn

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

IRAQI'S

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 PQN/A



B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

Name Title

*A\_j > rAcW^K are rv4urfr( r > ^fx3^n t^o^b^s*

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

## Somercor 504, Inc. - Directors

Dan Lang	Memorial City Bank
Georgia Nordwall	Precise Group
David Frank	SomerCor 504, Inc.
Peter Stickler	Inland Bank
Charles Krawitz	Fifth Third Bank
Mike Hawley	NB&T
Lynn Dubajic	Yorkville Economic Development Corp.
Ed Fitzgerald	National Republic Bank of Chicago
Joseph E. Shultz	Community Bank of Wheaton/Glen Ellyn
Jeff Scott	First Capital Bank
Jon Winick	Clark Street Capital Management
Greg Donahue	JP Morgan Chase
Scott Heiman	Sussex Financial Group. Inc.
Santiago Martinez	Gold Coast Bank
Michael Plumb	Lee & Associates of Illinois, LLC
Joseph Brocato	Pedersen & Houpt
Diana Dahl	
Steve Jaffe	Edot
Robert Leach	Wintrust

Carrie Pohl	PNC
David Damlich	DMH Ingredients

## Officers

President	David Frank
Executive Vice President	Milan Maslic
Chief Credit Risk Officer	Eric Spokas
SBIF Director	Jacob Stern
Senior Vice President	Gabriel Beukinga
Senior Vice President	David Sommers
Vice President	Ben DeVries
Vice President	P. Mac Dobson
Vice President	Darin Gehrke
Vice President	Bill Komit
Vice President	Paul Jastrzebski
Vice President	Carlie Dunteman
Secretary	Russel 1. Shapiro

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 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.
N>/A			

(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                      hfj 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 JT.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:

is)/ a

Page 6 of 13

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

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

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

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

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

1. ☐ is                      p^is not

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

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

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

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

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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.

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

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

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

☐ Yes ^no

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

3. If you checked "Yes" to Item D.L, 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
------	------------------	--------------------

**MM**

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

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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 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.

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

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

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

## B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☒ Yes

☐ No

If "Yes," answer the three questions below:

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

☐ Yes ☒ No

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

☐ Yes ☐ No

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

☐ Yes

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

TV\i^ Cd-porc^hc^ crWS ^e>f frVwC (aa ojrb^^hv^ ffU.h\k« pwy^ ,

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must

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

The Disclosing Party represents and warrants that:

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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.

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.

(Print or type name of Disclosing Party) By:  
(Sign here)

(Print or type name of person signing)

*ex*

(Print or type title of person signing)

(date) 4/5/11, I Witness (signature).  
Notary Public.

**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 JJ.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?

[ ]Y«

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.

the provisions of this ordinance shall control. All sections of the SBIF Ordinance in conflict with this ordinance are hereby repealed to the extent of such conflict. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage.

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