



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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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 13, 2016

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

Ladies and Gentlemen:

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

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

ORDINANCE

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

WHEREAS, pursuant to an ordinance adopted on May 9, 2007, and published at pages 104662 through

104706 in the Journal of the Proceedings of the City Council for such date (the "Ordinance"), the City and Construction Trades Associates, Inc. an Illinois corporation ("Original Developer"), have entered into that certain Agreement for the Sale and Redevelopment of Land dated August 21, 2007, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on August 24, 2007, as document no. 0723633095, relating to Original Developer's construction of twenty (20) condominium units (the "Redevelopment Agreement"); and

WHEREAS, pursuant to the Ordinance, and in connection with the Redevelopment Agreement, the City has previously conveyed to Original Developer the real property legally described in Exhibit A-1 attached hereto (the "City Land"), by the City's quitclaim deed, dated August 21, 2007, and recorded with the Recorder's Office on August 24, 2007, as document no. 072363396; and

WHEREAS, pursuant to the Redevelopment Agreement, Original Developer is required to build three (3) condominium buildings, with a total of twenty (20) units and twenty (20) off-street parking spaces on the City Land; and

WHEREAS, pursuant to the Redevelopment Agreement, two (2) of the twenty (20) units shall be sold as Affordable Units (as defined in the Redevelopment Agreement); and

WHEREAS, Original Developer has constructed one (1) condominium building, with eight (8) units and eight (8) off-street parking spaces on a portion of the City Land, which portion of the City Land is legally described in Exhibit A-2 attached hereto (the "Released Land"); and

WHEREAS, Original Developer has sold all eight (8) units and eight (8) off-street parking spaces, and in accordance with Section 19.9 of the Redevelopment Agreement, the Redevelopment Agreement has been released as to the aforementioned eight (8) units and eight (8) off-street parking spaces (the City Land minus the Released Land is legally described in Exhibit A-3 attached hereto (the "Remaining City Land")); and

WHEREAS, Original Developer owns the vacant parcel of land adjacent to the Remaining City Land commonly known as 4915 King Drive, which is legally described in Exhibit A-4 attached hereto (the "Private Land"); and

WHEREAS, Original Developer has proposed and the City has agreed that, subject to final design approval by the Commissioner of the Department of Planning and Development (the "Commissioner") or his designee, instead of constructing the remaining twelve (12) units on the

Remaining City Land, Original Developer shall either construct four (4) single-family homes (each containing approximately 3,500 to 4,500 square feet of gross area on three (3) to four (4) floors, including a fully finished basement; each home will contain three (3) to four (4) bedrooms, and three-and-a-half (3.5) baths; all homes will have masonry and limestone exterior walls; and each home will include a two (2) car garage) or two (2) eight (8) unit condominium buildings (the "Project") on the Private Land plus the Remaining City Land, which is legally described in Exhibit B attached hereto (the "Project Land"); and

WHEREAS, Original Developer is comprised is of two shareholders, Art Gurevich and Marko Boldun; and

WHEREAS, Art Gurevich and Marko Boldun have formed King Drive Development, LLC, an Illinois limited liability company, with a principal business address of 3528 Walnut Avenue, Wilmette, IL 60091 ("New Developer"); and

WHEREAS, Original Developer and New Developer have proposed and the City has agreed that Original Developer shall convey the Project Land to New Developer and New Developer shall accept such transfer, develop the Project on the Project Land and assume the Original Developer's rights and obligations under the Redevelopment Agreement, as amended, with respect to the Project Land;and

WHEREAS, New Developer has requested an extension of the date by which New Developer must complete construction of the Project as well as a modification to the definition of the Affordable Units; now, therefore,

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

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

SECTION 2. The Commissioner 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 an assignment, assumption and amendment to the Redevelopment Agreement by and among the City, the Original Developer and the New Developer, in substantially the form attached hereto as Exhibit C and made a part hereof (the "AA&A Agreement"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the AA&A Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the AA&A Agreement.

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

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

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

EXHIBIT A-I LEGAL DESCRIPTION OF THE CITY LAND

(Subject to Title Commitment & Survey)

LOT 18, LOT 20, AND THE NORTH 25 FEET OF LOT 21 IN BLOCK 2 IN T.G. DICKENSON AND COMPANY'S SUBDIVISION OF PART OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{7}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF VINCENNES AVENUE IN COOK COUNTY, ILLINOIS.

Commonly known as: 4913 S. King Drive
4921 S. King Drive 4939 S. King
Drive Chicago, Illinois 60615

20-10-215-008

20-10-215-049 (formerly 20-10-215-010) 20-10-215-012

EXHIBIT A-2 LEGAL DESCRIPTION OF RELEASED

LAND

(Subject to Title Commitment & Survey)

UNITS 4921-IN, 4921-2N, 4921-3N, 4912-4N, 4921-IS, 4921-2S, 4921-3S AND 4921-4S IN THE 4921 S. MARTIN LUTHER DR. CONDOMINIUM AS DELINEATED ON A PLAT OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 20 IN BLOCK 2 IN T.G. DICKENSON AND COMPANY'S SUBDIVISION OF PART OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF VINCENNES AVENUE IN COOK COUNTY, ILLINOIS.

WHICH PLAT IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 1009244062, AS AMENDED; TOGETHER WITH SAID UNITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Commonly known as: 4921 S. King Drive, Units IN, 2N, 3N, 4N, IS, 2S, 3S, and 4S
Chicago, Illinois 60615

20-10-215-049-1001 through 1008 (formerly 20-10-215-010)

EXHIBIT A-3

LEGAL DESCRIPTION OF REMAINING CITY LAND

(Subject to Title Commitment & Survey)

LOT 18 AND THE NORTH 25 FEET OF LOT 21 IN BLOCK 2 IN T.G. DICKENSON AND COMPANY'S SUBDIVISION OF PART OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST

OF VINCENNES AVENUE IN COOK COUNTY, ILLINOIS.

Commonly known as: 4913 S. King Drive
4939 S. King Drive Chicago, Illinois
60615

20-10-215-008 20-10-215-012

EXHIBIT A-4 LEGAL DESCRIPTION OF PRIVATE LAND

(Subject to Title Commitment & Survey)

THE SOUTH HALF OF LOT 21 IN BLOCK 2 IN T.G. DICKENSON AND COMPANY'S SUBDIVISION OF PART OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF VINCENNES AVENUE IN COOK COUNTY, ILLINOIS.

Commonly known as: 4915 S. King Drive
Chicago, Illinois 60615

P.I.Ns.: 20-10-215-009

EXHIBIT B LEGAL DESCRIPTION OF PROJECT LAND

(Subject to Title Commitment & Survey)

LOT 18, LOT 20, AND LOT 21 IN BLOCK 2 IN T.G. DICKENSON AND COMPANY'S SUBDIVISION OF PART OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF VINCENNES AVENUE IN COOK COUNTY, ILLINOIS.

Commonly known as: 4913 S. King Drive
4915 S. King Drive 4939 S. King
Drive Chicago, Illinois 60615

20-10-215-008 20-10-215-009 20-10-215-012

EXHIBIT C FORM OF AA&A AGREEMENT

[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

ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT ("AA&A Agreement") is made as of _____, 20____ (the "AA&A Effective Date"), by-and among the City of Chicago, an Illinois municipal corporation and home rule unit of local government (the "City"), acting by and through its Department of Planning and Development ("DPD"), and having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and Construction Trades Associates, Inc., an Illinois corporation, having its principal offices at 3528 Walnut Avenue, Wilmette, Illinois 60091 (the "Original Developer"), and King Drive Development, LLC, an Illinois limited liability company (the "New Developer"), having its principal offices at 3528 Walnut Avenue, Wilmette, Illinois 60091. Capitalized terms used in this AA&A Agreement but not defined herein shall have the meaning set forth in the Redevelopment Agreement ("Redevelopment Agreement" is defined below).

RECITALS

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

WHEREAS, pursuant to an ordinance adopted on May 9, 2007, and published at pages 104662 through 104706 in the Journal of the Proceedings of the City Council for such date (the "Ordinance"), the City and Original Developer have entered into that certain Agreement for the Sale and Redevelopment of Land dated August 21, 2007, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on August 24, 2007, as document no. 0723633095, relating to Developer's construction of twenty (20) condominium units (the "Redevelopment Agreement"); and

WHEREAS, pursuant to the Ordinance, and in connection with the Redevelopment Agreement, the City has previously conveyed to Original Developer the real property legally described in Exhibit A-1 attached hereto (the "City Land"), by the City's quitclaim deed, dated August 21, 2007, and recorded with the Recorder's Office on August 24, 2007, as document no. 072363396; and

WHEREAS, pursuant to the Redevelopment Agreement, Original Developer is required to build three (3) condominium buildings, with a total of twenty (20) units and twenty (20) off-street parking spaces on the

City Land; and

WHEREAS, pursuant to the Redevelopment Agreement, two (2) of the twenty (20) units shall be sold as Affordable Units (as defined in the Redevelopment Agreement); and

WHEREAS, Original Developer has constructed one (1) condominium building, with eight (8) units and eight (8) off-street parking spaces on a portion of the City Land, which portion of the City Land is legally described in Exhibit A-2 attached hereto (the "Released Land"); and

WHEREAS, Original Developer has sold all eight (8) units and eight (8) off-street parking spaces, and in accordance with Section 19.9 of the Redevelopment Agreement, the Redevelopment Agreement has been released as to the aforementioned eight (8) units and eight (8) off-street parking spaces (the City Land minus the Released Land is legally described in Exhibit A-3 attached hereto (the "Remaining City Land")); and

WHEREAS, Original Developer owns the vacant parcel of land adjacent to the Remaining City Land commonly known as 4915 King Drive, which is legally described in Exhibit A-4 attached hereto (the "Private Land"); and

WHEREAS, Original Developer has proposed and the City has agreed that, subject to final design approval by the Commissioner of the Department of Planning and Development (the "Commissioner") or his designee, instead of constructing the remaining twelve (12) units on the Remaining City Land, Original Developer shall either construct four (4) single-family homes (each containing approximately 3,500 to 4,500 square feet of gross area on three (3) to four (4) floors, including a fully finished basement; each home will contain three (3) to four (4) bedrooms, and three-and-a-half (3.5) baths; all homes will have masonry and limestone exterior walls; and each home will include a two (2) car garage) or two (2) eight (8) unit condominium buildings (the "Project") on the Private Land plus the Remaining City Land, which is legally described in Exhibit B attached hereto (the "Project Land"); and

WHEREAS, Original Developer is comprised is of two shareholders, Art Gurevich and Marko Boldun; and

WHEREAS, Art Gurevich and Marko Boldun have formed King Drive Development, LLC, an Illinois limited liability company, with a principal business address of 3528 Walnut Avenue, Wilmette, IL 60091 ("New Developer"); and

WHEREAS, Original Developer and New Developer have proposed and the City has agreed that Original Developer shall convey the Project Land to New Developer and New Developer shall accept such transfer, develop the Project on the Project Land and assume the Original Developer's rights and obligations under the Redevelopment Agreement, as amended, with respect to the Project Land; and

WHEREAS, New Developer has requested an extension of the date by which New Developer must complete construction of the Project as well as a modification to the definition of the Affordable Units; and

WHEREAS, the execution of this AA&A Agreement by the Original Developer and the New Developer is a condition precedent to the City's consenting to the proposed conveyance of the Remaining City Land from the Original Developer to the New Developer.

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

1. Recitals. The foregoing recitals constitute an integral part of this AA&A Agreement and are incorporated herein by reference with the same force and effect as if set forth herein as agreements of the parties.
2. Assignment and Assumption. The Original Developer hereby assigns all its rights and obligations under the Redevelopment Agreement to the New Developer. The New Developer hereby assumes all the rights and obligations (including but not limited to Section 21) of the Original Developer under the Redevelopment Agreement, as amended by this AA&A Agreement. The City hereby releases and discharges the Original Developer from all claims, demands, actions, causes of action, rights of action, costs, expenses, damages, remedies, responsibilities and liabilities arising out of the Redevelopment Agreement. References in the Redevelopment Agreement to the "Developer" shall refer to New Developer.
3. Consent. Subject to the terms of this AA&A Agreement, the City consents to the transfer of Remaining City Land from the Original Developer to the New Developer.
4. Reconveyance Deed. At the "closing" of this AA&A Agreement, New Developer shall deliver to City a special warranty deed for the Remaining City Land in recordable form naming City as grantee ("Reconveyance Deed"), for possible recording in accordance with Section 19.6 of the Redevelopment Agreement. The City shall provide New Developer with the form of Reconveyance Deed. The parties agree that at such time that the New Developer obtains an Approved Mortgage, the New Developer shall provide the City an updated Reconveyance Deed showing the Approved Mortgage as a permitted exception.
5. Assignment of Performance Deposit. The Original Developer hereby assigns its rights to the Performance Deposit to New Developer.
6. Amendments to the Redevelopment Agreement. The Redevelopment Agreement is amended as follows:
 - a. For Sections 10, 14, 15, 17, 19.4, 20, and 21 the term "City Land" shall be replaced by "Project Land"
 - b. For Sections 19.7 and 19.8 the term "City Land" shall be replaced by "Remaining City Land"
 - c. "Partial Certificate of Completion" or "last Partial Certificate of Completion" shall be replaced by "Certificate of Completion"

d. "Department" or "DPD" shall refer to the City's Department of Planning and Development.

e. Recitals.

i. The term "Project" shall mean "One (1) condominium building consisting of a total of eight (8) units with eight (8) off-street parking spaces and either: (a) four (4) single-family homes (each containing approximately 3,500 to 4,500 square feet of gross area on three (3) to four (4) floors, including a fully finished basement; each home will contain three (3) to four (4) bedrooms, and three-and-a-half (3.5) baths; all homes will have masonry and limestone exterior walls; and each home will include a two (2) car garage); or (b) two (2) eight (8) unit condominium buildings."

As a result of this amendment to the term 'Project,' Exhibit B is hereby deleted.

f. Section 3.1. (Earnest Money). The Earnest Money previously was credited to the Purchase Price at the Closing, and neither the Original Developer nor the New Developer shall have any right to the Earnest Money.

g. Section 8 (Project Budget and Proof of Financing) is amended and restated to read as follows: "The total Project budget is currently estimated to be Two Million Five Hundred Thousand Dollars (\$2,500,000) (the 'Preliminary Project Budget'). Not less than fourteen (14) days prior to the "closing" of this AA&A Agreement, the Developer shall submit to the Department for approval: (1) a final budget which is materially consistent with the Preliminary Project Budget (the 'Final Budget'); and (2) evidence

of funds adequate to construct the Project, as shall be acceptable to the Department, in its sole discretion (the 'Proof of Financing')."

h. Section 11 (Limited Applicability) is amended and restated to read as follows: "The approval of any Working Drawings and Specifications by the Department's Bureau of Housing is for the purpose of this Agreement, as amended, only and does not constitute the approval required by the City's Department of Buildings, any other Department Bureau (such as, but not limited to, the Department's Bureau of Zoning), or any other City department; nor does the approval by the Department pursuant to this Agreement, as amended, constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Project Land. The approval given by the Department shall be only for the benefit of the Developer."

i. Section 12 (Commencement and Completion of the Project) is amended and restated to read as follows: "The Developer shall commence

construction of the Project no later than July 1, 2007 and shall complete the Project (as evidenced by the issuance of the last Partial Certificate of Completion) no later than June 30, 2021; provided, however, DPD in its sole discretion may extend the construction commencement date. The Developer shall give written notice to the City within five (5) days after it commences construction. The Developer shall construct the Project in accordance with the Plans and all Laws and covenants and restrictions of record."

j. Section 13 is now titled "Certificate of Completion" and is amended and restated to read as follows:

"Upon completion of the construction of the Project, the Developer shall submit the Project's certificates of occupancy to the Department and request that the City inspect the improvements. Within forty-five (45) days after receipt of the Project's certificate of occupancy and a request for inspection, the City shall inspect the Project to determine whether it is substantially complete (i.e., complete except for punch list items) and constructed in accordance with this Agreement, and shall thereafter deliver to the Developer either a Certificate of Completion ("Certificate of Completion") or a written statement indicating in adequate detail how the Developer has failed to complete the construction of the Project in compliance with this Agreement or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall have thirty (30) days to correct any deficiencies and resubmit a request for inspection. The Certificate of Completion shall be in recordable form, and shall, upon recording,

constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the Developer's obligations to construct the Project. The Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, nor shall it serve as any guaranty as to the quality of the construction. Upon (a) recordation of the Certificate of Completion, and (b) the sale of the Affordable Units in accordance with Section 14.3 hereof, the City shall return the Performance Deposit to the Developer."

As a result of this amendment to Section 13, Exhibits F and G are hereby deleted.

k. Section 14.3 (Development and Sale of Affordable Units) is amended and restated to read as follows:

"Shall develop and sell the Affordable Units in accordance with the following provisions:

- a) The Affordable Units shall each have 2 bedrooms and 2 bathrooms and shall be similar in construction, design and appearance to the 2 bedroom and 2 bathroom market rate units in the Project.
- b) The Developer shall sell each Affordable Unit for \$173,000, excluding any upgrades selected by the unit purchaser.

- c) The Developer shall sell each Affordable Unit a Qualified Household (i.e., 100% of the Chicago PMSA), as determined by the Developer.
- d) The Developer shall require the buyer of each Affordable Unit to execute and record a residency, transfer financing and affordability covenant ("Affordability Covenant") in a form acceptable to the City.

The parties agree that the Developer complied with Section 14.3, as amended. As a result, the In Lieu Fee Lien is hereby released.

As a result of this amendment to Section 14.3, Exhibit H and I are hereby deleted.

1. Section 16 (Limitation Upon Encumbrance of City Land) is amended and restated to read as follows: Prior to the issuance of the Certificate of Completion, the Developer shall not, without DPD's written prior consent, which shall be in DPD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Remaining

City Land (such encumbrance or lien consented to by DPD, an "Approved Mortgage"), except for the acquisition and construction financing approved pursuant to Section 9.2 hereof, and recorded documents necessary to convert the Remaining City Land, where applicable, to a condominium form of ownership.

Section 18 (Covenants Running with the Land) is amended and restated to read as follows: "The parties agree, and the Deed shall so expressly provide, that the covenants provided in Section 12 (Commencement and Completion of Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Transfer of Project Land) and Section 16 (Limitation Upon Encumbrance of Project Land) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 12, 14.L 14.2, 15 and 16 shall terminate upon the issuance of the Certificate of Completion for the Project. The covenants contained in Section 14.3 have terminated because the Developer has satisfied its obligation under Section 14.3, as amended..

Section 19.4(c) (Event of Default) is amended and restated to read as follows: "The Developer fails to complete the Project in accordance with the time line outlined in Section 12 above, as amended, or the Developer abandons or substantially suspends construction of the Project."

Section 19.6 (After Closing) is amended and restated to read as follows: "If an Event of Default occurs after the Closing but prior to the issuance of the Certificate of Completion for the Project, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement, as amended, and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Remaining City Land, terminate the estate conveyed to the Developer, revest title to the Remaining City Land in the City and record the Reconveyance Deed (the "Right of Reverter"): provided, however, the City's Right of Reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. The Developer will cooperate with the City

to ensure that if the City records the Reconveyance Deed, such recording is effective for purposes of transferring title to the Remaining City Land to the City, subject only to those title exceptions that were on title as of the date and time that the City conveyed the Remaining City Land to the Developer."

Section 19.9 (No Remedies Against Housing Units or Purchasers) is amended and restated to read as follows: "Notwithstanding anything in

this Section 19 or otherwise, the City shall have no rights or remedies against a purchaser of a condominium unit or single-family house, as applicable, or against such unit or house, after the sale of such unit or house to such purchaser. By operation of this Section 19.9, each condominium unit or single-family house, as applicable, shall be released from the encumbrance of this Agreement at the time of such unit or house's sale to a bona fide purchaser."

q. Section 28 (Prohibition on Certain Contributions) is amended and restated to read as follows:

"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) May 16, 2011, 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. 2011-4 or to entice, direct or solicit others

to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

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. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, 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. 2011-4 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."

r. The Redevelopment Agreement is amended to include Section 30 (City Hiring Plan) which reads as follows:

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

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

(iii) Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such

political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Developer by a City employee or City official in violation of subparagraph (ii) above, or advocating a violation of subparagraph (iii) above, Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "OIG"), and also to the head of the relevant City Department utilizing services provided under this Agreement. Developer will also cooperate with any inquiries by the OIG."

s. The Redevelopment Agreement is amended to include Section 31 (Failure To Maintain Eligibility To

Do Business with the City) which reads as follows: "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."

- t. The Redevelopment Agreement is amended to include Section 32 (Inspector General and Legislative Inspector General) which reads as follows: "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."
7. Recordation. Upon the full execution of AA&A Agreement by the City, the Original Developer and the New Developer, the New Developer shall record this AA&A Agreement with the Office of the Recorder of Deeds of Cook County, Recorder. The New Developer shall pay the recording fees.
8. Representations and Warranties of the New Developer. New Developer hereby represents and warrants to the City that as of the date of this AA&A Agreement, the following shall be true and correct in all respects:
- a. New Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Project Land, and the person signing this AA&A Agreement on behalf of the New Developer has the authority to do so.
 - b. All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the New Developer (and any legal entity holding an interest in the New Developer) are true, accurate and complete.
 - c. The New Developer's execution, delivery and performance of the Redevelopment Agreement, as amended by this AA&A Agreement, and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under, any other agreement to which the New Developer, or any party affiliated with the New Developer, is a party or by which the New Developer or the Project Land is bound.
 - d. To the best of the New Developer's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against the New Developer, or any party affiliated with the New Developer, and the New Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the New Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the New Developer.

- e. To the best of the New Developer's knowledge, the Project will not violate: (i) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (ii) any building permit, restriction of record or other agreement affecting the Project Land.
- f. New Developer agrees that all of its representations and warranties set forth herein or elsewhere in the Redevelopment Agreement, as amended by this AA&A Agreement are true as of the date of this AA&A Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

Counterparts. This AA&A Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

10. Notice. The notice provision of the Redevelopment Agreement (Section 25) is updated to reflect that notice shall be given to the New Developer at the following address:

King Drive Development, LLC 3528 Walnut Avenue
Wilmette, Illinois 60091 Attn: Art Gurevich Fax: (847) 520-
3337

11. Full Force and Effect. Except as amended hereby, the Redevelopment Agreement shall continue in full force and effect as the binding obligations of the City, Original Developer and New Developer, respectively.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed on or as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation, acting by
and through its Department of Planning and Development

By:

David L. Reifman, Commissioner
Department of Planning and Development

CONSTRUCTION TRADES ASSOCIATES, INC., an Illinois
corporation

By:

Name:

Its:

KING DRIVE DEVELOPMENT, LLC, an Illinois limited liability company

By:
Name:
Its:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

GIVEN under my notarial seal this day of , 20 .

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that , personally known to me to be the of Construction Trades Associates, Inc., an Illinois corporation and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument as her/his free and voluntary act and the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my notarial seal this day of , 20 .

NOTARY PUBLIC
STATE OF ILLINOIS)

) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby
certify that _____, personally known to me to be the
_____ of King Drive Development, LLC, an Illinois limited liability
company and the same person whose name is subscribed to the foregoing instrument, appeared before me this
day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing
instrument as her/his free and voluntary act and the free and voluntary act of said company for the uses and
purposes therein set forth.

GIVEN under my notarial seal this _____ day of _____, 20 ____.

NOTARY PUBLIC

(sub) EXHIBIT A-1 to AA&A Agreement

LEGAL DESCRIPTION OF THE CITY LAND

(Subject to Title Commitment & Survey)

LOT 18, LOT 20, AND THE NORTH 25 FEET OF LOT 21 IN BLOCK 2 IN T.G. DICKENSON AND
COMPANY'S SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTH Vi OF THE NORTHEAST %
OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,
WEST OF VINCENNES AVENUE IN COOK COUNTY, ILLINOIS.

Commonly known as: 4913 S. King Drive
4921 S. King Drive 4939 S. King
Drive Chicago, Illinois 60615

20-10-215-008

20-10-215-049 (formerly 20-10-215-010) 20-10-215-012

(sub) EXHIBIT A-2 to AA&A Agreement LEGAL DESCRIPTION

OF RELEASED LAND

(Subject to Title Commitment & Survey)

UNITS 4921-IN, 4921-2N, 4921-3N, 4912-4N, 4921-1S, 4921-2S, 4921-3S AND 4921-4S IN THE 4921 S.
MARTIN LUTHER DR. CONDOMINIUM AS DELINEATED ON A PLAT OF THE FOLLOWING
DESCRIBED TRACT OF LAND:

LOT 20 IN BLOCK 2 IN T.G. DICKENSON AND COMPANY'S SUBDIVISION OF PART OF THE NORTH
Vi OF THE SOUTH Vi OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14
EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF VINCENNES AVENUE IN COOK COUNTY,

ILLINOIS.

WHICH PLAT IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 1009244062, AS AMENDED; TOGETHER WITH SAID UNITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Commonly known as: 4921 S. King Drive, Units IN, 2N, 3N, 4N, IS, 2S, 3S, and 4S
Chicago, Illinois 60615

20-10-215-049-1001 through 1008 (formerly 20-10-215-010)

**(sub) EXHIBIT A-3 to AA&A Agreement LEGAL DESCRIPTION OF
REMAINING CITY LAND**

(Subject to Title Commitment & Survey)

LOT 18 AND THE NORTH 25 FEET OF LOT 21 IN BLOCK 2 IN T.G. DICKENSON AND COMPANY'S SUBDIVISION OF PART OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF VINCENNES AVENUE IN COOK COUNTY, ILLINOIS.

Commonly known as: 4913 S. King Drive
4939 S. King Drive Chicago, Illinois
60615

20-10-215-008 20-10-215-012

(sub) EXHIBIT A-4 to AA&A Agreement

LEGAL DESCRIPTION OF PRIVATE LAND

(Subject to Title Commitment & Survey)

THE SOUTH HALF OF LOT 21 IN BLOCK 2 IN T.G. DICKENSON AND COMPANY'S SUBDIVISION OF PART OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF VINCENNES AVENUE IN COOK COUNTY, ILLINOIS.

Commonly known as: 4915 S. King Drive
Chicago, Illinois 60615

20-10-215-009

(sub) EXHIBIT B to AA&A Agreement

LEGAL DESCRIPTION OF PROJECT LAND

(Subject to Title Commitment & Survey)

LOT 18, LOT 20, AND LOT 21 IN BLOCK 2 IN T.G. DICKENSON AND COMPANY'S SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTH V2 OF THE NORTHEAST V* OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF VINCENNES AVENUE IN COOK COUNTY, ILLINOIS.

Commonly known as: 4913 S. King Drive
4915 S. King Drive 4939 S. King Drive
Chicago, Illinois 60615

20-10-215-008 20-10-215-009 20-10-215-012

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:

Construction Trades Associates, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

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

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:

D D r<u r>- i - n ♦ 3528 Walnut Ave., Wilmette Illinois 60091

B. Business address of the Disclosing Party: [

C. Telephone: 847-728-0584

Fax: 847-728-0585

Email: artg1234@hotmail.com

<mailto:artg1234@hotmail.com>

D. Name of contact person: Art Gurevich

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): Re-authorization of the

Redevelopment Agreement for the purchase and development of 4913, 4921 and 4929 S. Martin Luther King Jr. Dr. parcels executed on August 21, 2007 and recorded by Cook county Recorder of Deeds as document #0/^31533095 on August 24, 2007

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

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

Specification # i and Contract #

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"/> |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Privately held business corporation | <input type="checkbox"/> |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> |
| <input type="checkbox"/> General partnership | (Is |
| <input type="checkbox"/> Limited partnership | |
| <input type="checkbox"/> Trust | <input type="checkbox"/> |

Limited liability company Limited liability partnership Joint venture

Not-for-profit corporation

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: Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes ☐ No M N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-

profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

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

Name Title

Art Gurevich President

Marko Boldun Secretary

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
------	------------------	---

<u>Art Gurevich</u>	<u>3528 Walnut Ave., Wilmette Illinois 60091</u>	<u>50%</u>
Marko Boldun	3528 Walnut Ave., Wilmette Illinois 60091	50%

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)

J[] Check here if the Disclosing Parly 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 1 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.I. 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:

N/A

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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.

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").

N/A

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

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

Does the Matter involve a City Property Sale?

☐Yes ☐No

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

N/A

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

Page 8 of 13

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

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:

N/A

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):

N/A

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 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 ☐ No

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

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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>>, 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)

(Print or type name of person signing)

(Print, or type title of person signing)

Signed and sworn to before me on (date) Af-cXj ~c7-G>ICs>

< OFFICIAL SEAL

GAIL GUREVICH

¹ NOTARY PUBLIC, STATE OF ILLINOIS | My Commission Expires Dec. 18, 2019

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

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

☐ Yes ☐ No

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

N/A

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EDS for Construction Trades Associates, Inc.

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

☐ Yes ☒ No

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

☐ Yes

☐ No

☒ XJ Not Applicable

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

N/A

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

**CITY OF CHICAGO ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT**

SECTION 1 -- GENERAL INFORMATION

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

King Drive Development, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest:

OR

3. ☐ a legal entity with a right of control (see Section JI.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: 3528 Walnut Ave., Wilmette Illinois 60091

C. Telephone: 847-728-0584 Fax: 847-728-0585 Email: artgl234@hotmail.com
<mailto:artgl234@hotmail.com>

D. Name of contact person: Art Gurevich

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): Re-authorization of the Redevelopment Agreement for the purchase and development of 4913, 4921 and 4929 S. Martin Luther King Jr. Dr. parcels executed on August 21, 2007 and recorded by the Cook County Recorder of Deeds as document #0723633095 on August 21, 2007
" --

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

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

Specification # and Contract #

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SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

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: **Illinois**

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes

☐ No [p/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

Art Gurevich Manager

Marko Boldun

Manager

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,

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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
------	------------------	---

<u>Art Gurevich</u>	<u>3528 Walnut Ave., Wilmette IL 60091</u>	<u>50%</u>
----------------------------	---	-------------------

Marko Boldun

3528 Walnut ave., Wilmette IL 60091

50%

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 officials) 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 ☐ 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").

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:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that

the Disclosing Party certified to the above statements.

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").

N/A

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.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is not

a "financial institution" as defined in 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):

N/A

presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes ☒ No

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

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

Does the Matter involve a City Property Sale?

☒ Yes ☐ No

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

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

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

Page 8 of 13

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

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

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

N/A

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):

N/A

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 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 ☐ 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>>, 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:

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

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

☐ Yes ☐ No

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

N/A

EDS for Construction Trades Associates, Inc.

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

☐ Yes

☒ No

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

☐ Yes

☐ No

☐ Not Applicable

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

N/A

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

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)

(Sign here)

(Print or type name of person signing)

Manager
(Print or type title of person signing)

Signed and sworn to before me on (date) at _____ County, Illinois

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(state). Notary Public.

OFFICIAL SEAL GAIL GUREVICH NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Dec. 13, 2019
Commission expires: _____