

# UNOFFICIAL COPY

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



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Doc# 1628829055 Fee \$76.00  
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Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 10/14/2016 03:01 PM Pg: 1 of 19

(The above space is for the Recorder's use)

## REDEVELOPMENT AGREEMENT \*PRESERVING COMMUNITIES TOGETHER PROGRAM\*

**THIS AGREEMENT** ("Agreement") is made on or as of the 13 day of October 2016 (the "Closing Date"), by and between the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of local government (the "City"), by and through its Department of Planning and Development or successor department ("DPD"), having its principal offices at 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, and **COMMUNITY INITIATIVES, INC.**, an Illinois not-for-profit corporation ("CII"), having an address at 222 S. Riverside Plaza, Suite 2200, Chicago, Illinois 60606.

### RECITALS

**WHEREAS**, there exists within the City a substantial number of abandoned buildings which threaten the health, safety, economic stability and welfare of the citizens of the City; and

**WHEREAS**, the City has created the Preserving Communities Together Program to facilitate the rehabilitation of abandoned buildings in the City by private parties; and

**WHEREAS**, CII has proposed to acquire from the City two (2) certain abandoned single-family homes ("Buildings") located on the properties namely (1) 6038 South Champlain Avenue, Chicago, Illinois 60637 ("Champlain Property"); and (2) 6224 South Saint Lawrence Avenue, Chicago, Illinois 60637 ("St. Lawrence Property"), both legally described and identified on **Exhibit A** attached hereto (collectively, the Properties"), and re-convey the Properties to either (i) an owner-occupant with a household income, adjusted for family size, at or below one hundred twenty percent (120%) of the area median income, as determined by DPD (such owner-occupant, an "Eligible Purchaser"), who must rehabilitate the Buildings in accordance with the

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provisions of the PCT Program, or (ii) a developer ("Developer") who must rehabilitate the Buildings in accordance with the provisions of the PCT Program and thereafter sell the Properties to an Eligible Purchaser; provided, however, that CII may permit the Developer to rent the Building at an affordable rent to a tenant that satisfies the above affordability requirement; and

**WHEREAS**, CII has represented to the City that CII has third-party funding available (e.g., U.S. Housing and Urban Development funding pursuant to the Renew Woodlawn Program) and will use such funding to facilitate the rehabilitation of the Buildings by either an Eligible Purchaser or a Developer; and

**WHEREAS**, the City Council of the City (the "City Council"), pursuant to an ordinance adopted on April 15, 2015, and published at pages 106194 through 106201 in the Journal of the Proceedings of the City Council of such date, authorized the sale of the Properties to CII, subject to the execution, delivery and recording of this Agreement, and in consideration of CII's fulfillment of its obligations under this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements and covenants of the parties, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

## **SECTION 1. INCORPORATION OF RECITALS.**

The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

## **SECTION 2. PURCHASE PRICE.**

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Properties to CII, and CII agrees to purchase the Properties from the City for the sum of One Dollar (\$1.00) each ("Purchase Price") in addition to: (1) Five Thousand and No/100 Dollars (\$5,000.00) (the "City Champlain Property Transaction Costs") in order to compensate the City for interim holding costs and disposition costs incurred by the City with respect to the Champlain Property; and (2) Four Thousand Seven Hundred Fifty and No/100 Dollar (\$4,750.00) (the "City St. Lawrence Property Transaction Costs") in order to compensate the City for interim holding costs and disposition costs incurred by the City with respect to the St. Lawrence Property. The City St. Lawrence Property Transaction Costs and the City St. Lawrence Property Transaction Costs collectively shall be referred to herein as the "City Transaction Costs". The total sum of the Purchase Price and the City Transaction Costs equals Nine Thousand Seven Hundred Fifty and No/100 Dollar (\$9,750.00). The Developer must pay all of the Purchase Price and City Transaction Costs by cashier's or certified check. **THE DOLLAR AMOUNT OF THE CITY TRANSACTION COSTS IS CURRENT THROUGH SEPTEMBER 30, 2016. CII ACKNOWLEDGES THAT THE CITY HOLDING COSTS INCREASE ON A MONTHLY BASIS AND AGREES THAT THE CITY MAY AMEND THE DOLLAR AMOUNT OF THE CITY TRANSACTIONS COSTS SET FORTH IN THIS SECTION 2 IF SUCH CITY TRANSACTION COSTS INCREASE PRIOR TO THE CLOSING OF THIS AGREEMENT.**

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## SECTION 3. CONVEYANCE OF PROPERTY.

3.1 Form of Deed. The City shall convey the Properties to the CII by quitclaim deed (the "Deed"), subject to the terms of this Agreement and the following ("Permitted Exceptions"):

- a. standard exceptions in an ALTA title insurance policy;
- b. general real estate taxes and any special assessments or other taxes not yet due and payable;
- c. all easements, encroachments, covenants and restrictions of record and not shown of record; and
- d. such other title defects.

3.2 Recording Costs. CII shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the Properties to CII.

3.3 Escrow. If CII requires conveyance through escrow, CII shall pay all escrow fees.

## SECTION 4. TITLE, SURVEY AND REAL ESTATE TAXES

A. Condition of Title and Real Estate Taxes. CII agrees to accept title to the Properties subject only to those Permitted Exceptions set forth herein. The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate tax liens on the Properties prior to the Closing (as defined in Section 4.D.). If the City is unable to obtain the waiver or release of any such tax liens or is unable to cause the title company (the "Title Company") to insure over such tax liens, or if the Properties are encumbered with any other exceptions, CII shall have the option to do one of the following: (1) accept title to the Properties subject to all exceptions and without any reduction in the Purchase Price; or (2) terminate this Agreement by delivery of written notice to the City, in which event the City will return CII's performance deposit and this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder.

B. Title Commitment and Insurance. The City shall provide CII with a title commitment for the Properties evidencing the City's ownership. CII shall be responsible for any title insurance or endorsements it deems necessary.

C. Survey. CII shall be responsible for any survey it deems necessary.

D. The Closing. The closing ("Closing") shall take place at the offices of a mutually agreed upon Title Company, or at such other place as the parties mutually agree to, but not later than the later of: (i) fifteen (15) days after the City notifies CII that title is clear except for the Permitted Exceptions and those liens and encumbrances accruing prior to the acquisition of the Properties by the City or (ii) sixty (60) days from the date of this Agreement as set forth in the preamble (the date that is the later of the dates described in D(i) and D(ii), the "Outside Closing

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Date"). **If CII refuses or fails to close the transaction (e.g., the Developer does not execute this Agreement or does not satisfy one or more of the conditions precedent to Closing) by the Outside Closing Date, then, unless such refusal or failure to close is due solely to a breach by the City under the terms of this Agreement, at any time following the Outside Closing Date, the City may notify CII in writing that (i) the City will not close on this Agreement; (ii) the City will not convey the Properties to CII; (iii) the City will retain the Performance Deposit (as defined in Section 5, below) in addition to the City exercising any other remedy it may have at law or in equity; and (iv) this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. Any forbearance by the City in exercising its right to not close on this Agreement or terminate this Agreement shall not be construed as a waiver of such right.**

E. Recordation of Deed. CII shall promptly record the Deed at the Office of the Cook County Recorder of Deeds (the "Recorder") or through an escrow agent or Title Company, and shall provide the City with a copy of the Deed stamped with the Recorder's document number evidencing such recordation. CII shall pay the cost of recording the Deed.

## **SECTION 5. PERFORMANCE DEPOSIT.**

A. Performance Deposit. At the Closing, CII shall deposit with the City as security for the performance of the Developer's obligations under this Agreement, the amount of One Thousand and No/100 Dollars (\$1,000.00) for each of the two (2) Properties, for a total of Two Thousand and No/100 Dollars (\$2,000.00) ("Performance Deposit"). The Performance Deposit shall be retained by the City until the Developer or an Eligible Purchaser has provided a One Thousand and 00/100 Dollars (\$1,000.00) performance deposit.

B. Interest. The City shall be under no obligation to pay interest on the Performance Deposit.

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## **SECTION 6. SCOPE OF SERVICES; ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT.**

CII shall market the Properties for the purpose of identifying an Eligible Purchaser or Developer.

As a precondition to CII's conveying the Properties to a Developer or Eligible Purchaser, (i) such Developer or Eligible Purchaser must be approved in writing by DPD, and (ii) CII, the City, and such Developer or Eligible Purchaser must execute and record an assignment, assumption and amendment agreement ("AA&A Agreement") in such form as is acceptable to the City in its sole discretion.

## **SECTION 7. SECURING THE PREMISES.**

Within ten (10) days after the Closing Date, CII shall clear the Properties of all debris and secure it against unauthorized entry. CII shall provide the City with photographs and an affidavit evidencing the secured condition of the Properties within ten (10) days after the Closing Date. It shall be CII's responsibility and obligation to maintain the Properties in a secured condition until CII conveys the Properties to a Developer or Eligible Purchaser, at which time, pursuant to the AA&A Agreement, the Developer or Eligible Purchaser, as applicable, will be required to secure the Properties until the code compliance and rehabilitation work is completed. The adequacy of the respective Property's security shall be solely determined by the City.

## **SECTION 8. INSURANCE**

At least fourteen (14) days prior to the Closing, CII shall have delivered to the City evidence of insurance reasonably acceptable to the City. The City shall be named as an additional insured on all liability insurance policies (with limits of: \$1,000,000 per occurrence; \$2,000,000 aggregate) and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date through the date the City issues the Partial Certificate of Completion (as defined in Section 11 below). With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to CII's policy showing the City as an additional insured.

## **SECTION 9. PROHIBITION AGAINST TRANSFER OF PROPERTY.**

CII shall not sell, convey, assign or mortgage the Properties or any part thereof or interest therein without the prior written approval of the City.

## **SECTION 10. RESTRICTIONS ON USE.**

CII shall not discriminate upon the basis of race, color, religion, sex, gender identity, sexual orientation, military discharge, ancestry, age, parental or marital status, disability, source

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of income or national origin in the development, rehabilitation, sale, lease, rental, use or occupancy of the Buildings (or any portion thereof ) or the Properties (or any portion thereof).

## **SECTION 11. COVENANTS RUNNING WITH THE LAND.**

The parties agree that the covenants provided in Sections 6, 7, 8, 9, and 10 shall be covenants running with the land binding CII and its successors and assigns 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 6, 7, 8, 9 and 10 shall expire upon CII's conveyance of the Property to an Eligible Purchaser or Developer approved by the City and the execution of the AA&A Agreement by CII, the City and such Eligible Purchaser or Developer.

## **SECTION 12. EVENTS OF DEFAULT.**

Notwithstanding anything in this Agreement to the contrary, the occurrence of any one or more of the following shall constitute an "Event of Default":

- A. If at any time, any written warranty, representation or statement made by CII is not true and correct in any material respect.
- B. Failure of CII to secure the Properties within the time frame prescribed in Section 7 of this Agreement.
- C. Failure of CII to comply with the restrictions set forth in Section 10.
- D. Failure of CII to pay real estate taxes or assessments on the Properties when due.
- E. A transfer of all or part of the Properties, or all or part of CII's interest therein, without the prior written consent of the City.
- F. Failure of CII to comply with the terms of any other agreement entered into with the City or any loan issued by the City or a delegate agency of the City.
- G. Failure of CII to market the Properties for the purpose of identifying an Eligible Purchaser or Developer.

## **SECTION 13. RECONVEYANCE DEED; REMEDIES IN THE EVENT OF DEFAULT.**

Prior to the conveyance of the Properties to CII, CII shall deliver to the City separate special warranty deeds for the respective Properties in recordable form naming the City as grantee ("Reconveyance Deed"). If an Event of Default exists and CII has not taken adequate steps as determined by the City to cure the default within fourteen (14) days of CII's receipt of notice from the City that such default exists, the City may record the Reconveyance Deed, retain the Performance Deposit and exercise any and all remedies available to the City at law or in

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equity, including, without limitation, the right to specific performance. If the Reconveyance Deed for the respective Properties is recorded by the City, CII shall be responsible for all real estate taxes and assessments which accrued during the period the Property was owned by CII, and shall cause the release of all liens or encumbrances placed on the respective Properties during the period of time the Property was owned by CII. Upon CII's conveyance of the Properties to an Eligible Purchaser or Developer (which is subject to the City's prior written approval), the City shall return the Reconveyance Deed to CII.

## **SECTION 14. CONDITION OF PROPERTIES.**

The City makes no covenant, representation or warranty as to the condition of the Properties, environmental or otherwise, or as to the suitability of the Properties for any purpose whatsoever, including but not limited to the presence of Hazardous Materials on, in, under or related to the Properties. CII acknowledges that the respective Properties are being conveyed "as is", and agrees to waive any and all objections to or complaints about physical characteristics and existing conditions, including but not limited to, the presence of Hazardous Materials on, in, under or related to the Properties.

CII agrees to indemnify, defend, and hold harmless and assumes and covenants to undertake and discharge the City, its appointed and elected officials, employees, contractors, agents, assigns, and any other persons acting on behalf of the City from any and all past, present, and future Claims and Costs arising out of: (a) any condition which now exists or may hereafter be found to exist on, in, under or related to the respective Properties, including but not limited to, public health and safety risks and environmental contamination of the Properties resulting from Hazardous Materials; (b) any violation or claim of violation of any Environmental Laws; or (c) the presence, use, manufacture, process, refinement, recycling, generation, handling, treatment, storage, disposal, abatement, release or threatened release of any Hazardous Materials.

CII waives, releases, acquits and forever discharges the City, its appointed and elected officials, employees, contractors, agents, assigns and any other persons acting on behalf of the City from any and all Claims and Costs, which CII may have or which may be imposed upon, incurred by or asserted or awarded against CII in the future on account of, arising out of or in connection with the presence, release or threatened release of or exposure to any Hazardous Materials on, in, under or from the Property or any violation or claim of violation of any Environmental Laws.

### **Definitions**

"Claims" is defined as any and all claims, demands, actions, notices, liens, suits, causes of action, complaints, demands, enforcement actions, citations, notices of violation, legal or administrative proceedings, warnings or inquiries, including but not limited to, claims for loss or damage to any property or injury to or death of any person asserted by or on behalf of any person, firm, corporation, governmental authority or other entity arising out of, resulting from or in any way connected with the condition, occupancy, use or possession of the Properties or the conduct of any work done at the Properties.

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"Costs" means any and all costs, expenses, damages, judgments, liabilities, losses, taxes, debts, obligations, contributions, cost recovery compensation, penalties, sanctions, fines or fees (including attorney, expert, and consultant fees, and disbursements and expenses incurred in investigating, defending or prosecuting any Claim).

"Environmental Laws" means any and all local, state, and federal statutes, laws, rules, regulations, ordinances, licenses, judgments, orders, and decrees relating to public health and safety and the environment, including but not limited to, Environmental Laws relating to Hazardous Materials now existing or hereafter enacted.

"Hazardous Materials" means any and all of the following: asbestos and asbestos containing materials; urea formaldehyde foam insulation; polychlorinated biphenyls (PCBs); oil or petroleum or any fraction thereof; waste oil; flammable or explosive materials; pesticides, insecticides or rodenticides; lead-based paint; radioactive materials; special waste; medical waste; any hazardous waste, substance or material, toxic substance or regulated material including but not limited to any waste, substance, or material defined or regulated by any and all Environmental Laws; and any and all other chemicals, pollutants, contaminants, mixtures or dangerous substances, materials or wastes.

## **SECTION 15. COMPLIANCE WITH LAWS.**

CII shall comply with all applicable laws, statutes, codes, rules, executive orders, decrees, ordinances, regulations and requirements now or hereafter enacted or promulgated by the United States of America, State of Illinois, County of Cook, City of Chicago and any other governmental entity or agency now or hereafter having jurisdiction over the Property, including, but not limited to, the requirements of any and all Environmental Laws (as defined in Section 14, above), and the Municipal Code of Chicago (including, but not limited to, the Building, Zoning and Fire Codes, the Disclosure of Ownership Interest in Entities Ordinance, and the anti-bribery prohibition).

## **SECTION 16. NO RELATIONSHIP WITH DELINQUENT OWNER**

CII represents and warrants that neither it nor any of its employees or agents is acting on behalf of any prior owner or party who has or had an interest in, or is or was legally responsible for the payment of delinquent taxes on the Properties. CII further represents and warrants that no benefit shall accrue by virtue of this Agreement to any party, other than itself, who has or had an interest in the Properties prior to the conveyance to CII.

## **SECTION 17. COLLATERAL ATTACK.**

Defense of collateral attacks against the Deed by which the City acquires title to the Properties shall be the sole responsibility of CII.



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## **SECTION 18. INDEMNIFICATION.**

CII agrees, and shall cause its contractors, agents, employees and invitees to agree, to indemnify, hold harmless and defend the City and its agents from and against any and all claims, suits, costs (including reasonable attorney's fees) and damages for injury to persons or property arising out of or in connection with the above use or misuse of the Properties, or CII's performance of, or failure to perform its obligations under this Agreement.

## **SECTION 19. POLICE POWER.**

The City reserves the right to take any and all steps pursuant to its police power to preserve and protect the Properties and the public.

## **SECTION 20. HEADINGS.**

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions hereof.

## **SECTION 21. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

## **SECTION 22. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

## **SECTION 23. SUCCESSORS AND ASSIGNS.**

The terms of this Agreement shall be binding upon the City, CII and their respective heirs, legal representatives, successors and assigns.

## **SECTION 24. SEVERABILITY.**

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

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## SECTION 25. NOTICES.

Any notice, demand or request required or permitted to be given hereunder shall be given in writing to CII at the address set forth above, and to the City of Chicago, Department of Planning and Development, Attn: Preserving Communities Together Program Director, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested.

Any notice, demand or request given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

## SECTION 26. JOINT AND SEVERAL LIABILITY.

If CII, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by CII is the joint and several obligation or undertaking of each such individual or other legal entity.

## SECTION 27. ACQUISITION CONTINGENCY. [Intentionally omitted.]

## SECTION 28. BUSINESS RELATIONSHIPS.

CII acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement and the transactions contemplated hereby. CII hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transaction contemplated hereby.

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## SECTION 29. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 2011-4.

Consistent with the intent of Mayoral Executive Order No. 2011-4, compliance with the substance of which is intended by this Section 34, CII hereby agrees that CII, any person or entity who directly or indirectly has an ownership or beneficial interest in CII of more than 7.5 percent, the General Partner or Managing Member, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Partner or Managing Member of more than 7.5 percent, Owner, any person or entity who directly or indirectly has an ownership, beneficial or other controlling interest in Owner of more than 7.5 percent (collectively, "Controlling Owners"), spouses and domestic partners of such Controlling Owners, (collectively, all the preceding classes of persons and entities are hereinafter referred to as the "Ownership Parties") shall not make a contribution of any amount to the Mayor of the City ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by CII, and (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between CII and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

CII hereby agrees to require that the General Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Contractor of more than 7.5 percent, any Subcontractor, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent (collectively, "Interested Parties"), and spouses and domestic partners of such Interested Parties (collectively, all the preceding classes of persons and entities are hereinafter referred to, together with the Ownership Parties, as the "Identified Parties") shall not make a contribution of any amount to the Mayor or to his political fundraising committee (i) after execution of this Agreement by CII, and (ii) while the Construction Contract or any Subcontract is executory, (iii) during the term of the Construction Contract or any Subcontract, or (iv) during any period while an extension of the Construction Contract or any Subcontract is being sought or negotiated.

CII represents and warrants that as of the later of (i) May 16, 2011, or (ii) the date that the City approached CII, or CII 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.

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

CII agrees that it must not and it shall require all other Identified Parties to 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. CII shall impose the restrictions of this Section 34 in the

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Construction Contract and shall specifically require the General Contractor to impose the restrictions of this Section 34 in all Subcontracts.

CII 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. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

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

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

"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:

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

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

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## SECTION 30. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, CII warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of the following sections of the Code (collectively, the "Waste Sections"):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, CII's, general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit CII, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect CII's eligibility for future contract awards.

## SECTION 31. 2014 CITY HIRING PLAN PROHIBITIONS.

A. 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.

B. CII is aware that City policy prohibits City employees from directing any individual to apply for a position with CII, either as an employee or as a subcontractor, and from directing CII to hire an individual as an employee or as a subcontractor. Accordingly, CII must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by CII under this Agreement are employees or subcontractors of

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CII, 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 CII.

C. CII will not condition, base, or knowingly prejudice or affect any term or aspect of 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.

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

## **SECTION 32. PROVISIONS NOT MERGED WITH DEED.**

The provisions of this Agreement shall not be merged with the Deed, and the Deed shall not be deemed to affect or impair the provisions of this Agreement.

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

Failure by CII 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. CII shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

## **SECTION 34. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.**

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55

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and 2-56, respectively, of the Municipal Code of Chicago. CII understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

## **SECTION 35. PATRIOT ACT CERTIFICATION.**

CII represents and warrants that CII and any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

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

## **SECTION 36. COUNTERPARTS.**


This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**


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

**CITY OF CHICAGO,**  
an Illinois municipal corporation  
and home rule unit of local government,  
acting by and through its  
Department of Planning and Development

By:   
David L. Reifman  
Commissioner

**COMMUNITY INITIATIVES, INC.,**  
an Illinois not-for-profit corporation

By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Property of Cook County Clerk's Office



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STATE OF ILLINOIS        )  
  )SS.  
COUNTY OF COOK        )

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

GIVEN under my notarial seal this 13<sup>th</sup> day of October, 2016.

  
\_\_\_\_\_  
NOTARY PUBLIC



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STATE OF ILLINOIS)

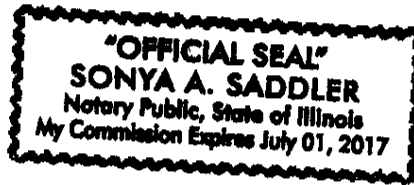
) SS.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jonah Hess, personally known to me to be the Director of Community Initiatives, Inc., an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by said company, as her/his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13<sup>th</sup> day of October, 2016.

Sonya A. Saddler  
Notary Public



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**EXHIBIT A**  
**LEGAL DESCRIPTION**  
(Subject to final title and survey)

LOT 31 IN NATHAN WILLIAM MCCHESENEY'S WASHINGTON PARK SUBDIVISION OF LOTS 1 AND 2 IN MCCHESENEY'S SUBDIVISION OF THE EAST ½ OF BLOCK 12 AND ALL OF BLOCK 13 IN MAHER'S SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 6038 SOUTH CHAMPLAIN AVENUE  
CHICAGO, ILLINOIS 60637

Property Index Number: 20-15-405-023-0000

THE SOUTH 20 FEET OF LOT AND THE NORTH 10 FEET OF LOT 6 IN BLOCK 10 IN THE RESUBDIVISION OF THE WASHINGTON PARK CLUB ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 6224 SOUTH SAINT LAWRENCE AVENUE  
CHICAGO, ILLINOIS 60637

Property Index Number: 20-15-419-021-0000