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COPY



**JOURNAL of the PROCEEDINGS
of the
CITY COUNCIL
of the
CITY of CHICAGO, ILLINOIS**

Regular Meeting -- Monday, May 23, 2022

at 10:00 A.M.

(Council Chamber -- City Hall -- Chicago, Illinois)

OFFICIAL RECORD.

LORI E. LIGHTFOOT
Mayor

ANDREA M. VALENCIA
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Monday, May 23, 2022

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Attendance At Meeting.

Present -- The Honorable Lori E. Lightfoot, Mayor, and Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein.

Absent -- Aldermen Beale, Curtis.

Call To Order.

On Monday, May 23, 2022 at 10:00 A.M., the Honorable Lori E. Lightfoot, Mayor, called the City Council to order. The Honorable Andrea M. Valencia, City Clerk, then called the roll of members and it was found that there were present at that time: Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Hadden, Silverstein -- 46.

Quorum present.

Pledge Of Allegiance.

Mayor Lori E. Lightfoot led the City Council and assembled guests in the Pledge of Allegiance to the Flag of the United States of America.

Invocation.

Rabbi Shoshana Conover of Temple Sholom of Chicago opened the meeting with prayer.

PUBLIC COMMENT.

In accordance with the City Council's Rules of Order and Procedure, the following members of the general public addressed the City Council:

Shadmeeka Torry

Elizabeth Moreno

George Blakemore

Ester Morales

Feleshia Smith

Saba Ayman-Molloy

Yolanda Garduno

Fabiola Rivera

Paula Skoniecki

In accordance with the City Council's Rules of Order and Procedure, the following member of the general public registered to address the City Council but did not testify:

Pastor Felicia Campbell

In accordance with the City Council's Rules of Order and Procedure, the following member of the general public submitted written comments to the City Council:

Saba Ayman-Molloy

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- REAPPOINTMENT OF BONNIE L. DINELL-DIMOND AS MEMBER OF COMMERCIAL AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 5).

[A2022-94]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

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COMMUNICATIONS, ETC.

47153

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 23, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have reappointed Bonnie L. Dinell-Dimond as a member of Special Service Area Number 5, the Commercial Avenue Commission, for a term effective immediately and expiring January 15, 2024.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- APPOINTMENT OF JESSIE EISNER-KLEYLE AS MEMBER OF
HOWARD STREET COMMISSION (SPECIAL SERVICE AREA NO. 19).

[A2022-95]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was
Referred to the Committee on Economic, Capital and Technology Development:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 23, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have appointed Jessie Eisner-Kleyle as a member of Special Service Area Number 19, the Howard Street Commission, for a term effective immediately and expiring June 13, 2023, to succeed Simone E. Freeman, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- REAPPOINTMENT OF JACK B. WROBLEWSKI AS MEMBER OF SIX CORNERS COMMISSION (SPECIAL SERVICE AREA NO. 28-2014).

[A2022-96]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 23, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have reappointed Jack B. Wroblewski as a member of Special Service Area Number 28-2014, the Six Corners Commission, for a term expiring January 21, 2025, such period allocated as follows: a term effective immediately and expiring January 21, 2023, followed immediately by a full two-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

5/23/2022

COMMUNICATIONS, ETC.

47155

Referred -- REAPPOINTMENT OF JOSE BARRERA AS MEMBER OF BRIGHTON PARK-ARCHER HEIGHTS COMMISSION (SPECIAL SERVICE AREA NO. 39).

[A2022-98]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 23, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have reappointed Jose Barrera as a member of Special Service Area Number 39, the Brighton Park-Archer Heights Commission, for a term effective immediately and expiring December 17, 2023.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- REAPPOINTMENT OF DIANE M. CARLI AS MEMBER OF BRIGHTON PARK-ARCHER HEIGHTS COMMISSION (SPECIAL SERVICE AREA NO. 39).

[A2022-97]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 23, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have reappointed Diane M. Carli as a member of Special Service Area Number 39, the Brighton Park-Archer Heights Commission, for a term expiring

December 17, 2025, such period allocated as follows: a term effective immediately and expiring December 17, 2022, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

*Referred -- REAPPOINTMENT OF DALLAS F. GORDON, JR. AS MEMBER OF
103RD STREET/HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 45).
[A2022-99]*

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was
Referred to the Committee on Economic, Capital and Technology Development:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 23, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have reappointed Dallas F. Gordon, Jr. as a member of Special Service Area Number 45, the 103rd Street/Halsted Commission, for a term effective immediately and expiring March 9, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

5/23/2022

COMMUNICATIONS, ETC.

47157

Referred -- DECLARATION OF OFFICIAL INTENT TO ISSUE MULTI-FAMILY HOUSING REVENUE BONDS FOR REHABILITATION AND DEVELOPMENT OF VARIOUS AFFORDABLE HOUSING PROJECTS.

[O2022-1707, O2022-1708]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 23, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith ordinances authorizing the issuance of housing revenue bonds for the rehabilitation and development of affordable housing projects.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- FIRST AMENDMENT TO MASTER INTERGOVERNMENTAL AGREEMENT WITH PUBLIC BUILDING COMMISSION OF CHICAGO AUTHORIZING USE OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR VARIOUS CITY-OWNED BUILDINGS AND FACILITIES.

[O2022-1706]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 23, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Assets, Information and Services, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Public Building Commission to authorize the use of TIF funds for Chicago projects.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- INTERGOVERNMENTAL AGREEMENTS WITH CHICAGO TRANSIT AUTHORITY FOR PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR VARIOUS TRANSIT STATIONS, TRACK AND TURNAROUND IMPROVEMENTS.

[O2022-1765, O2022-1767,
O2022-1769, O2022-1770]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 23, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the execution of intergovernmental

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COMMUNICATIONS, ETC.

47159

agreements with the Chicago Transit Authority to provide TIF funding for various transit stations, track and turnaround improvements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- FUNDING LOAN AGREEMENT WITH WESTHAVEN PARK IID LLC FOR PROVISION OF FINANCIAL ASSISTANCE FOR RESIDENTIAL HOUSING DEVELOPMENT PROJECT AT 145 N. DAMEN AVE. (ALSO KNOWN AS 1951 -- 1959 W. LAKE ST.).

[O2022-1771]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 23, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the issuance of various financial assistance for the Westhaven Park IID housing development project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- APPROVAL OF TAX INCREMENT FINANCING REDEVELOPMENT PLAN FOR CICERO/STEVENSON REDEVELOPMENT PROJECT AREA.

[O2022-1744]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 23, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the approval of the Cicero/Stevenson TIF Redevelopment Plan and Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- DESIGNATION OF CICERO/STEVENSON REDEVELOPMENT PROJECT AREA AS TAX INCREMENT FINANCING DISTRICT.

[O2022-1743]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

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COMMUNICATIONS, ETC.

47161

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 23, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the designation of the Cicero/Stevenson TIF Redevelopment Plan and Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- ADOPTION OF TAX INCREMENT ALLOCATION FINANCING FOR
CICERO/STEVENSON REDEVELOPMENT PROJECT AREA.

[O2022-1742]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 23, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the adoption of the Cicero/Stevenson TIF Redevelopment Plan and Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- GROUND LEASE AGREEMENT WITH ILLINOIS BELL TELEPHONE COMPANY LLC FOR REMOVAL AND DEMOLITION OF TELEPHONE EXCHANGE BUILDING AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

[O2022-1703]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Aviation*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 23, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of a ground lease agreement with Illinois Bell Telephone Company LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

5/23/2022

COMMUNICATIONS, ETC.

47163

Referred -- SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2022
ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[O2022-1639]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 23, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith a Fund 925 amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- SALE OF VARIOUS CITY-OWNED PROPERTIES.

[O2022-1695, O2022-1696, O2022-1697
O2022-1698, O2022-1699, O2022-1700
O2022-1702, O2022-1704]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 23, 2022.

To the Honorable, The City Council of the City of Chicago:

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- LOAN FORGIVENESS AGREEMENT WITH HORIZONS COMMUNITY SERVICES, INC.

[O2022-1705]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 23, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a loan forgiveness agreement with Horizons Community Services, Inc.

5/23/2022

COMMUNICATIONS, ETC.

47165

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Referred -- INTERGOVERNMENTAL AGREEMENT WITH COOK COUNTY TO
EXTEND AND/OR MODIFY CHICAGO-COOK WORKFORCE PARTNERSHIP AS
GRANT SUBRECIPIENT AND FISCAL AGENT FOR FEDERAL WORKFORCE
INNOVATION AND OPPORTUNITY ACT FUNDS.

[O2022-1694]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was,
together with the proposed ordinance transmitted therewith, *Referred to the Committee on
Workforce Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 23, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing the extension
of the fiscal agent agreement with Cook County regarding the Federal Workforce Innovation
and Opportunity Act funds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

**City Council Informed As To Miscellaneous
Documents Filed In City Clerk's Office.**

The Honorable Andrea M. Valencia, City Clerk, informed the City Council that documents have been filed in her office relating to the respective subjects designated as follows:

*Placed On File -- EXECUTIVE ORDER NO. 2022-2 FOR INCREASED
ENFORCEMENT OF CURFEW HOURS FOR MINORS.*

[F2022-31]

A communication from the Honorable Lori E. Lightfoot, Mayor, under the date of May 17, 2022, received in the Office of the City Clerk on May 17, 2022, transmitting Executive Order Number 2022-2 for increased enforcement of Municipal Code Section 8-16-020 (curfew hours for minors), which was *Placed on File*.

*Placed On File -- EXPRESSION OF OPPOSITION TO PROPOSED ZONING
RECLASSIFICATION OF PROPERTY AT 854 W. CASTLEWOOD TERR.*

[F2022-33]

A communication from various nearby property owners, under the date May 20, 2022, received in the Office of the City Clerk on May 20, 2022, transmitting an objection to the proposed zoning reclassification for the property at 854 West Castlewood Terrace, which was *Placed on File*.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNALS.

April 27, 2022.
(Regular Meeting)

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on April 27, 2022 and which were required by statute to be

published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on May 23, 2022 by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on April 27, 2022, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

May 16, 2022.
(Special Meeting)

The City Clerk informed the City Council that the call for the special meeting and appropriate comments thereto which were discussed by the City Council on May 16, 2022, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on May 23, 2022, by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council of the City of Chicago* of the special meeting held on May 16, 2022, published by authority of the City Council in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

PUBLICATION OF SPECIAL PAMPHLET.

Amendment Of Year 2022 Annual Appropriation Within Fund No. 0100 To Create Transportation Assistance Program.

The City Clerk informed the City Council that the ordinance authorizing the amendment of Year 2022 Annual Appropriation within Fund Number 0100 to create Transportation Assistance Program, which was considered by the City Council on April 27, 2022 and which was requested to be published in pamphlet form, was published in pamphlet form on April 29, 2022 by being printed in full text in a special pamphlet, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

**Miscellaneous Communications, Reports, Et Cetera,
Requiring Council Action (Transmitted To
City Council By City Clerk).**

The City Clerk transmitted communications, reports, et cetera, relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

Applications (in triplicate) together with the proposed ordinances for amendment of Title 17 of the Municipal Code of Chicago (the Chicago Zoning Ordinance), as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

Austin United Alliance Development Company LLC (Application Number 21027) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District and further, to classify as a Planned Development instead of a B2-3 Neighborhood Mixed-Use District the area shown on Map Number 3-L bounded by:

the public alley next north of and parallel to West Chicago Avenue; North Laramie Avenue; West Chicago Avenue; and North Latrobe Avenue (common address: 5202 -- 5224 West Chicago Avenue, 802 -- 812 North Laramie Avenue and 803 -- 813 North Latrobe Avenue).

[O2022-1322]

Robert Bihlman II (Application Number 21036) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-I bounded by:

a line 250.0 feet south of and parallel to West LeMoyne Street; the public alley next east of and parallel to North Fairfield Avenue; a line 275.0 feet south of and parallel to West LeMoyne Street; and North Fairfield Avenue (common address: 1433 North Fairfield Avenue).

[O2022-1331]

Board of Education for the City of Chicago (Application Number 21035) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of a C1-2 Neighborhood Commercial District and RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 4-G bounded by:

West 16th Street; South Miller Street; West 18th Street; and the alley next west of and parallel to South Miller Street (common address: 1037 West 16th Street, 1600 -- 1638 and 1746 -- 1758 South Miller Street and 1018 -- 1030 West 18th Street).

[O2022-1330]

Emmluc LLC-3600 West Harrison LLC (Application Number 21042T1) -- to classify as a C1-3 Neighborhood Commercial District instead of an M1-3 Limited Manufacturing/Business Park District the area shown on Map Number 2-J bounded by:

West Harrison Street; South Central Park Avenue; a line 107.18 feet south of and parallel to West Harrison Street; and a line 24.0 feet west of and parallel to South Central Park Avenue (common address: 3601 West Harrison Street).

[O2022-1529]

John Gardner (Application Number 21037) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 2-K bounded by:

West Madison Street; a line 250.0 feet west of and parallel to South Keeler Avenue; the public alley next south of and parallel to West Madison Street; a line 300.8 feet west of and parallel to South Keeler Avenue (common address: 4225 -- 4229 West Madison Street).

[O2022-1332]

Chris Kaplon (Application Number 21030) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-I bounded by:

a line 24.14 feet north of and parallel to West Berteau Avenue; North Sacramento Avenue; West Berteau Avenue; and the public alley next west of and parallel to North Sacramento Avenue (common address: 4200 North Sacramento Avenue).

[O2022-1325]

Kensington Bucktown Building LLC (Application Number 21033T1) -- to classify as a B1-2 Neighborhood Shopping District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 5-H bounded by:

the alley next south of and parallel to West Bloomingdale Avenue; the alley next east of and parallel to North Damen Avenue; a line 96 feet south of and parallel to the alley next south of and parallel to West Bloomingdale Avenue; and North Damen Avenue (common address: 1741 -- 1749 North Damen Avenue).

[O2022-1328]

Kymm La Rosa (Application Number 21041) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 4-F bounded by:

a line 75.0 feet north of and parallel to West Cullerton Street; the public alley next east of and parallel to South Jefferson Street; a line 25.0 feet south of and parallel to West Cullerton Street; and South Jefferson Street (common address: 1931 -- 1933 South Jefferson Street).

[O2022-1528]

LV 2538 Troy LLC (Application Number 21029) -- to classify as an RT4 Residential Two-Flat Townhouse and Multi-Unit District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 6-I bounded by:

a line 211 feet north of and parallel to West 26th Street; South Troy Street; a line 187 feet north of and parallel to West 26th Street; and the alley next west of and parallel to South Troy Street (common address: 2538 South Troy Street).

[O2022-1324]

Metra Commuter Rail Division of the Regional Transportation (Application Number 21031) -- to classify as a T-Transportation District instead of an RS3 Residential Single-Unit (Detached House) District and a B3-1 Community Shopping District the area shown on Map Number 28-H bounded by:

beginning along the north right-of-way of West Edmaire Street extended; the east right-of-way of the Metra Rail Line; a line 1,630.85 feet southwest of and parallel to West Edmaire Street, extended as measured along the Metra Rail east right-of-way line and perpendicular thereto; and the west right-of-way of the Metra Rail Line running northeast to the point of beginning (common address: 1956 and 1957 West 115th Street).

[O2022-1326]

Mural Park LLC (Application Number 21040T1) -- to classify as a C3-5 Commercial, Manufacturing and Employment District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 4-G bounded by:

West 19th Street; a line 237.00 feet east of and parallel to South Sangamon Street; the public alley next south of and parallel to West 19th Street; the public alley next east of and parallel to South Sangamon Street; West 19th Place; and a line 22.75 feet east of and parallel to the east line of South Sangamon Street (common address: 931 West 19th Street).

[O2022-1527]

Pristine LLC (Application Number 21034) -- to classify as a DX-16 Downtown Mixed-Use District instead of Residential-Business Planned Development Number 186, as amended, the area shown on Map Number 1-E bounded by:

East Lake Street; North Beaubien Court; East Randolph Street; and North Michigan Avenue (common address: 151 -- 183 North Michigan Avenue).

[O2022-1329]

Sherbel Properties LLC (Application Number 21028) -- to classify as a B3-1.5 Community Shopping District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-H bounded by:

North Damen Avenue; a line 74 feet south of and parallel to West Leland Avenue; a line 50 feet east of and parallel to North Damen Avenue; and a line 112 feet south of and parallel to West Leland Avenue (common address: 4649 North Damen Avenue).

[O2022-1323]

SIC TOO LLC (Application Number 21039) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-M bounded by:

the alley next north of and parallel to West Montrose Avenue; a line 41.54 feet east of and parallel to North Monitor Avenue; West Montrose Avenue; and North Monitor Avenue (common address: 5824 West Montrose Avenue).

[O2022-1334]

215 North Green LLC (Application Number 21038T1) -- to classify as a DX-3 Downtown Mixed-Use District instead of a DX-3 Downtown Mixed-Use District the area shown on Map Number 1-G bounded by:

North Green Street; a line 177.23 feet south of and parallel to West Fulton Street; a line 126 feet east of and parallel to North Green Street; and a line 202.97 feet south of and parallel to West Fulton Street (common address: 215 North Green Street).

[O2022-1333]

5050 Prairie LLC (Application Number 21032) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RM5 Residential Multi-Unit District, a B3-3 Community Shopping District and a C2-3 Motor Vehicle-Related Commercial District the area shown on Map Number 12-E bounded by:

a line 249 feet north of and parallel to the north line of East 51st Street; South Prairie Avenue; East 51st Street; a line 93.30 feet west of and parallel to the west line of South Prairie Avenue; a line 99 feet north of and parallel to the north line of

East 51st Street; the public alley next west of and parallel to South Prairie Avenue
(common address: 5036 -- 5058 South Prairie Avenue and 224 -- 232 East 51st Street.)
[O2022-1327]

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

Claims against the City of Chicago, which were *Referred to the Committee on Finance*, filed by the following:

Adobea, Afua	[CL2022-428]
Aldawood, Ahmed D.	[CL2022-477]
Alheim, Amy E.	[CL2022-551]
Allstate Insurance and Borowicz, Fred	[CL2022-554]
American Family Insurance and Slywczuk, Nicholas	[CL2022-555]
Anghel, Paul	[CL2022-380]
Bach, Karen J.	[CL2022-392]
Bakalli, Burim A.	[CL2022-519]
Ballard, Keanna L.	[CL2022-542]
Baxter, Rosie L.	[CL2022-525]
Berezniak, Chris B.	[CL2022-400]
Bertucci, Elizabeth A.	[CL2022-490]
Besse, Anthony M.	[CL2022-548]
Bisceglie, Vanessa R.	[CL2022-563]
Bishop, Beverly E.	[CL2022-420]

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COMMUNICATIONS, ETC.

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Blumenthal, Seth H.	[CL2022-526]
Bonelli, Frank A.	[CL2022-457]
Bonneville, Geoffrey P.	[CL2022-435]
Bredrup, Timothy S.	[CL2022-545]
Brenner, Marc	[CL2022-466]
Byrne, Joseph	[CL2022-387]
Cameron, Marion A.	[CL2022-473]
Campo, Tatiana-Vera	[CL2022-427]
Cappitelli, Robert J.	[CL2022-384]
Chemello, Danielle V.	[CL2022-397]
Clarke, Charlotte A.	[CL2022-509]
Cole, Sarah J.	[CL2022-557]
Cooke, Malinda	[CL2022-503]
Coronado, Richard	[CL2022-535]
Crossley, Sean R.	[CL2022-411]
Crump, Carolyn D.	[CL2022-408]
Daly, Marie-Louise	[CL2022-439]
Davis, Malinda	[CL2022-502]
De Leon, Leslie	[CL2022-479]
Dechev, Angelica E.	[CL2022-506]
DeCosmo, Nicole J. (2)	[CL2022-416, CL2022-417]
Delrosario, Sonya	[CL2022-404]

Dent, Nichole M.	[CL2022-507]
DeWitt, Jacqueline A.	[CL2022-390]
Dhawan, Amit	[CL2022-558]
Dimas, Katerina C.	[CL2022-415]
Doherty, Philip	[CL2022-511]
Dominguez, Luis	[CL2022-556]
Dovalina, Bradley V.	[CL2022-454]
Eskenazi, Paul B.	[CL2022-426]
Farnsworth, Christine S.	[CL2022-448]
Fleshman, Deanna M.	[CL2022-530]
Fojtik, Christine M.	[CL2022-516]
Foster, Amanda L.	[CL2022-467]
Frederick, Peter J. (2)	[CL2022-469, CL2022-470]
Freeman, Jasmine D.	[CL2022-540]
Frutos, Veronica	[CL2022-434]
Fulop, Judith A.	[CL2022-446]
Golden, Robert R.	[CL2022-510]
Goldman, Joshua D.	[CL2022-562]
Golota, Alexandra A.	[CL2022-524]
Gonzalez, Jovanna	[CL2022-523]
Hallett, Sarah J.	[CL2022-451]
Hameed, Raheel	[CL2022-388]

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COMMUNICATIONS, ETC.

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Hameline, Justin G.	[CL2022-528]
Harris, Deborah L.	[CL2022-565]
Harris, Valorie J.	[CL2022-449]
Hasselquist, Laura	[CL2022-429]
Hayes, Jennifer M.	[CL2022-418]
Henderson-Woss, Beverly	[CL2022-517]
Hermanek, Thomas	[CL2022-546]
Hoffman-Peterson, Joshua G.	[CL2022-498]
Holler, Nanda S.	[CL2022-532]
Ilenikhena, Oseghale E.	[CL2022-406]
Jackson, Robert E.	[CL2022-464]
James, Deon J.	[CL2022-504]
Jardon, Joaquin	[CL2022-493]
Jewel, Cynthia S.	[CL2022-468]
Johnson, Kimberly L.	[CL2022-386]
Jones, Floyd L.	[CL2022-500]
Jorgensen, Morten	[CL2022-405]
Khan, Omar M.	[CL2022-501]
Khaykin, Tatyana D.	[CL2022-440]
Kimmons, Roderick	[CL2022-402]
Knox, Sara K.	[CL2022-508]
Kountoures, John C.	[CL2022-432]

Kratzer, Raymond L.	[CL2022-393]
Kroupa, James R.	[CL2022-559]
Kuhlman, Jeremy	[CL2022-513]
Kumar, Sanjay	[CL2022-398]
LaCorcia, John Paul	[CL2022-536]
Lagunas, Christopher	[CL2022-533]
Le, Tuan M.	[CL2022-431]
Li, Tak S.	[CL2022-399]
Lobato, Tomas	[CL2022-461]
Locasto, Joseph W.	[CL2022-561]
Loesch, Anne Marie	[CL2022-537]
Loritz, Adam	[CL2022-383]
Loza, Crystal	[CL2022-396]
Lyles, James E.	[CL2022-494]
Macias, Juven D.	[CL2022-483]
Mahoney, Mary C.	[CL2022-543]
Martinez, Lezette	[CL2022-485]
Martinez, Tatiana M.	[CL2022-407]
Marzullo, Jerry	[CL2022-433]
Mattozzi, Francesca M.	[CL2022-424]
McCurdy, Shafrika K.	[CL2022-475]
McGee, Tairance J.	[CL2022-484]

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COMMUNICATIONS, ETC.

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McKinney, Maurice	[CL2022-462]
Metropoulos, Georgia	[CL2022-460]
Mihalios, Mihail S.	[CL2022-553]
Miller, James R.	[CL2022-531]
Mills, Ellen M.	[CL2022-471]
Mitchell, John F.	[CL2022-489]
Morano, Michael J.	[CL2022-419]
Morfin, Brisma L.	[CL2022-413]
Mortel, Bernardito	[CL2022-472]
Myrick, Keith E.	[CL2022-447]
Nawara, Daniel T.	[CL2022-444]
Neese, Travis M.	[CL2022-452]
O'Brien, Amy L.	[CL2022-549]
O'Brien, Sean P.	[CL2022-456]
Oni, Olusola B.	[CL2022-541]
Oriz, Armando (2)	[CL2022-478, CL2022-480]
Owens, Patrick	[CL2022-544]
Pacelli, Judy M.	[CL2022-499]
Papp, Deidre K.	[CL2022-425]
Paredes, Carmen	[CL2022-394]
Parrett, Michael E.	[CL2022-522]
Patel, Renee G.	[CL2022-566]

Pedroza, Gonzalo	[CL2022-458]
Pelaez, Antoinette	[CL2022-412]
Peric, Aldijana	[CL2022-421]
Petergal, Emma M.	[CL2022-438]
Pozo, Marisabel	[CL2022-550]
Preston, Thelma J.	[CL2022-518]
Protofanousis, Ana M.	[CL2022-442]
Rahman, Abed	[CL2022-423]
Ramirez Verdin, Omar Onorio	[CL2022-455]
Rawski, Glenn	[CL2022-445]
Razani, Bahman	[CL2022-527]
Reese, Marquita J.	[CL2022-453]
Riley, Janet M.	[CL2022-514]
Riley, Kristin L.	[CL2022-564]
Riley, Timothy M.	[CL2022-381]
Rodriguez, Edgar I.	[CL2022-463]
Rosa, Oliva E.	[CL2022-476]
Rosenzweig, Bruce A.	[CL2022-547]
Ross, Mary A.	[CL2022-379]
Rubin, Tal M.	[CL2022-488]
Rusu, Georgeta A.	[CL2022-403]
Ryan, Denis P.	[CL2022-395]
Saffold, Arthur W.	[CL2022-492]
Salinas, Gabriela	[CL2022-538]
Sanders, Sadie	[CL2022-378]

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COMMUNICATIONS, ETC.

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Santos, Karen	[CL2022-495]
Schmidt, Heidi	[CL2022-410]
Schusler, Tanya N.	[CL2022-521]
Sehgal, Amrita	[CL2022-487]
Sepiol, Andrew L.	[CL2022-481]
Sharda, Lisa	[CL2022-465]
Shoafstall, Joshua H.	[CL2022-422]
Silich, Ruby L. and Mark A.	[CL2022-430]
Sivac, Fate	[CL2022-409]
Slaughter, Lolita	[CL2022-474]
Smith, Stephanie R.	[CL2022-401]
Stapka, Thomas P.	[CL2022-552]
State Farm Insurance and Clayton, Sean T.	[CL2022-515]
State Farm Insurance and Franczak, Nicholas A.	[CL2022-436]
State Farm Insurance and Gordon, Dana	[CL2022-437]
Subramanian, Thyagarajan	[CL2022-520]
Talmadge, Jayme A.	[CL2022-560]
Tarnasiewicz-Heldut, Andrzej	[CL2022-391]
Taylor, Alethea C.	[CL2022-382]
Thomas, Jeremiah M.	[CL2022-389]
Thomas, Patrick W.	[CL2022-534]
Tolbert, Michael	[CL2022-539]
Topacio, Ericka	[CL2022-491]
Tracey, Zakious	[CL2022-482]

Trankle, Rick	[CL2022-529]
Van, Chung K.	[CL2022-414]
Vegas, Chris	[CL2022-497]
Vidricko, John L.	[CL2022-443]
Visby, Kristin L.	[CL2022-385]
Walker, Sheila M.	[CL2022-496]
Weber, Gregory N.	[CL2022-505]
Williams, Randy	[CL2022-450]
Williams, Todd W.	[CL2022-486]
Xerogianes, Maria C.	[CL2022-459]
Yarn, Jimmie O.	[CL2022-441]

Referred -- AMENDMENT OF SECTION 3-56-041 OF MUNICIPAL CODE CONCERNING REDUCED-TERM WHEEL TAX LICENSES.

[O2022-1611]

A communication from the Honorable Andrea M. Valencia, City Clerk, and Alderman Waguespack, transmitting a proposed ordinance amending Section 3-56-041 of the Municipal Code of Chicago concerning reduced-term wheel tax licenses, which was *Referred to the Committee on Finance*.

Referred -- CORRECTION OF APRIL 21, 2021 CITY COUNCIL JOURNAL OF PROCEEDINGS.

[O2022-1315]

A communication from the Honorable Andrea M. Valencia, City Clerk, transmitting a proposed correction of the *Journal of the Proceedings of the City Council of the City of Chicago* of April 21, 2021, which was *Referred to the Committee on Committees and Rules*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

ISSUANCE OF MULTI-FAMILY LOW-INCOME HOUSING REVENUE BONDS TO ENCUESTRO SQUARE II L.P. FOR PURCHASE AND DEVELOPMENT OF AFFORDABLE HOUSING AT 3737 W. CORTLAND ST.

[O2022-1247]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to issue multi-family low-income housing bonds for the purchase and development of 3737 West Cortland Street by Encuentro Square II L.P., Encuentro Square II G.P. LLC and Latin United Community Housing Association (LUCHA) in the 26th Ward (O2022-1247), in an amount up to \$19,500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available for persons of low- and moderate-income; and

WHEREAS, The City has determined that the continuance of a shortage of affordable rental housing is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, Encuentro Square II L.P., an Illinois limited partnership (the "Borrower") of which the general partner is Encuentro Square II G.P. LLC, an Illinois limited liability company whose sole member is Latin United Community Housing Association, an Illinois not-for-profit corporation ("LUCHA"), intends to acquire certain property located generally at 3737 West Cortland Street in the City (the "Property"); and

WHEREAS, The Borrower and LUCHA have proposed a certain low-income housing development project on the Property consisting of the acquisition of the Property and construction of one residential building and of approximately 57 residential dwelling units therein, along with related parking and site infrastructure costs (the acquisition, construction and equipping of the real estate and the building and other improvements on the Property, including the residential dwelling units and associated areas in the building, shall be known as the "Project"); and

WHEREAS, The Borrower has requested that the City issue multi-family housing revenue bonds, notes or other indebtedness in an amount not to exceed \$19,500,000 (the "Bonds") for the purpose of financing a portion of the Project costs, including the Eligible Project Costs (as defined herein); and

WHEREAS, It is intended that the interest on the Bonds will be excluded from gross income for federal income tax purposes; and

WHEREAS, It is intended that this ordinance shall constitute a declaration of intent to reimburse certain eligible expenditures for the Project made prior to the issuance of the Bonds ("Eligible Project Costs") from the proceeds of the Bonds (if and when issued) within the meaning of Section 1.150-2 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Treasury Regulations"); now, therefore,

Be It Ordained by the City Council of the City of Chicago:

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

SECTION 2. The City intends to issue the Bonds and lend all or a portion of the proceeds thereof ("Bond Proceeds") to the Borrower, or an entity affiliated with or related to the Borrower, for the purpose of financing a portion of the Project costs, as well as costs incurred in connection with the issuance of the Bonds and funding certain reserves, if required, subject to the City and the Borrower agreeing to the terms and conditions necessary to issue the Bonds and further approval by the City Council of the City. The maximum principal amount of Bonds which the City intends to issue for the Project will not exceed \$19,500,000.

SECTION 3. Certain Eligible Project Costs will be incurred by the Borrower and/or its affiliates in connection with the Project prior to the issuance of the Bonds. The City reasonably expects to reimburse such Eligible Project Costs with Bond Proceeds.

SECTION 4. The Eligible Project Costs to be reimbursed with Bond Proceeds will be paid initially from funds of the Borrower and/or an entity or entities affiliated with or related to the Borrower.

SECTION 5. This ordinance is consistent with the budgetary and financial circumstances of the City. No funds from sources other than Bond Proceeds are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the City for the Project for costs to be paid from Bond Proceeds.

SECTION 6. This ordinance constitutes a declaration of official intent under Section 1.150-2 of the Treasury Regulations.

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or any part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 8. This ordinance shall be effective as of the date of its passage and approval.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION
FOR PROVISION OF TAX-INCREMENT FINANCING ASSISTANCE FUNDS
FOR CERTAIN IMPROVEMENTS AT JOHN MARSHALL METROPOLITAN HIGH
SCHOOL, 3250 W. ADAMS ST.

[O2022-1264]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute an intergovernmental agreement with the Chicago Board of Education to provide tax-increment financing (TIF) funds eligible costs of fire alarm system replacement and chimney stack reduction at John Marshall Metropolitan High School, located at 3250 West Adams Street in the 28th Ward (O2022-1264), in the amount of \$1,060,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq.; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers, and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago to facilitate the acquisition and construction of public buildings and facilities; and

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

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, The Board operates a school identified in Exhibit A (the "School") located at the Property identified in Exhibit A (the "Property"); and

WHEREAS, The Board desires to undertake certain improvements at the School as described in Exhibit A (the "Project"); and

WHEREAS, In accordance with the provisions of the Act, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City identified on Exhibit A (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (collectively, the "TIF Ordinances") adopted on the date (or dates, if subsequently amended) and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date(s), identified on Exhibit A; and

WHEREAS, All of the Property lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, Increment collected from the Redevelopment Area shall be known as the "Redevelopment Area Increment"; and

WHEREAS, The Department of Planning and Development of the City desires to use a portion of the Redevelopment Area Increment in an amount not to exceed the amount identified in Exhibit A for the purpose of wholly or partially funding certain costs of the Project (the "TIF-Funded Improvements") to the extent and in the manner provided in this ordinance and the Agreement (as hereinafter defined); and

WHEREAS, A detailed budget for the Project (the "Project Budget") and an itemized list of the TIF-Funded Improvements are each incorporated into Exhibit A; and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 21, 2021, and published in the *Journal* for such date at pages 29530 through 29549, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Jacob Beidler Elementary School (the "Form Agreement"); and

WHEREAS, The City and the Board wish to enter into an intergovernmental agreement in substantially similar form to the Form Agreement, substituting the Project-specific terms with the information contained in Exhibit A, whereby the City shall pay for or reimburse the Board for the TIF-Funded Improvements related to the Project (the "Agreement"); 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 City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act.

SECTION 3. The Commissioner of Planning and Development and a designee are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver the Agreement and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, conflicts with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

1. School:

John Marshall Metropolitan High School.

2. Property:

a. Common Address:

3250 West Adams Street
Chicago, Illinois 60624.

b. Permanent Index Numbers ("PINs"):

16-14-206-022;

16-14-206-023;

16-14-206-024;

16-14-206-025;

16-14-206-026;
16-14-206-027;
16-14-206-028;
16-14-206-029;
16-14-206-050;
16-14-206-051;
16-14-206-052;
16-14-206-053;
16-14-206-054;
16-14-206-055;
16-14-206-056;
16-14-207-001;
16-14-207-002;
16-14-207-003;
16-14-207-004;
16-14-207-008;
16-14-207-009;
16-14-210-019;
16-14-210-020;
16-14-210-021;
16-14-210-028;
16-14-210-029;
16-14-210-030; and
16-14-210-031.

3. Project:

a. Fire Alarm:

Provide replacement of the existing fire alarm system which has exceeded its useful life and replacement parts are no longer made for critical repairs.

b. Chimney Stack Reduction:

Shorten the height of the building's chimney stack to address structural stability concerns.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$1,060,000.

5. Project Budget:

Fire Alarm:

Scope	Project Budget	TIF Request
Design	\$ 56,000	\$ 56,000
Construction	445,200	445,200
Environmental	28,000	28,000
Project Implementation	30,800	30,800
Total:	\$560,000	\$560,000

Chimney Stack Reduction:

Scope	Project Budget	TIF Request
Design	\$ 50,000	\$ 50,000
Construction	397,500	397,500
Environmental	25,000	25,000
Project Implementation	27,500	27,500
Total:	\$500,000	\$500,000

6. TIF-Funded Improvements:

a. Fire Alarm:

Provide replacement of the existing fire alarm system which has exceeded its useful life and replacement parts are no longer made for critical repairs.

b. Chimney Stack Reduction:

Shorten the height of the building's chimney stack to address structural stability concerns.

7. Redevelopment Area:

Midwest.

8. TIF Ordinances (including any amendments):

Under ordinance adopted on May 17, 2000, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Redevelopment Area; (ii) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area. The Plan was amended by ordinances adopted on May 9, 2012 and December 9, 2015.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION
FOR PROVISION OF TAX-INCREMENT FINANCING ASSISTANCE FUNDS
FOR CERTAIN IMPROVEMENTS AT ALBERT G. LANE TECHNICAL HIGH
SCHOOL, 2501 W. ADDISON ST.

[O2022-1263]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute an

intergovernmental agreement with the Chicago Board of Education to provide tax-increment financing (TIF) funds for eligible costs of the replacement of the high-pressure steam mechanical system at Albert G. Lane Technical High School, located at 2501 West Addison Street in the 47th Ward (O2022-1263), in the amount of \$10,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq.; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers, and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago to facilitate the acquisition and construction of public buildings and facilities; and

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

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, The Board operates a school identified in Exhibit A (the "School") located at the Property identified in Exhibit A (the "Property"); and

WHEREAS, The Board desires to undertake certain improvements at the School as described in Exhibit A (the "Project"); and

WHEREAS, In accordance with the provisions of the Act, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City identified on Exhibit A (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (collectively, the "TIF Ordinances") adopted on the date (or dates, if subsequently amended) and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date(s), identified on Exhibit A; and

WHEREAS, All of the Property lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, Increment collected from the Redevelopment Area shall be known as the "Redevelopment Area Increment"; and

WHEREAS, The Department of Planning and Development of the City desires to use a portion of the Redevelopment Area Increment in an amount not to exceed the amount identified in Exhibit A for the purpose of wholly or partially funding certain costs of the Project (the "TIF-Funded Improvements") to the extent and in the manner provided in this ordinance and the Agreement (as hereinafter defined); and

WHEREAS, A detailed budget for the Project (the "Project Budget") and an itemized list of the TIF-Funded Improvements are each incorporated into Exhibit A; and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 21, 2021, and published in the *Journal* for such date at pages 29530 through 29549, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Jacob Beidler Elementary School (the "Form Agreement"); and

WHEREAS, The City and the Board wish to enter into an intergovernmental agreement in substantially similar form to the Form Agreement, substituting the Project-specific terms with the information contained in Exhibit A, whereby the City shall pay for or reimburse the Board for the TIF-Funded Improvements related to the Project (the "Agreement"); 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 City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act.

SECTION 3. The Commissioner of Planning and Development and a designee are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver the Agreement and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

1. School:

Albert G. Lane Technical High School.

2. Property:

a. Common Address:

2501 West Addison Street
Chicago, Illinois 60618.

b. Permanent Index Number ("PIN"):

13-24-403-001.

3. Project:

Provide a mechanical system replacement. The existing heating is high pressure steam and estimated to be over 60 years old, while much of the system's mechanical piping is still original. Per engineer, piping has major leaks approximately once per year, many pipes are high pressure steam and steam leaks can be a significant hazard.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$10,000,000.

5. Project Budget And Sources:

a. Project Budget:

Scope (Possibly Done in Phases)	Project Budget
Design	\$ 4,110,000
Construction	32,674,500
Environmental	2,055,000
Project Implementation	2,260,500
Total:	\$41,100,000

b. Sources:

Sources	Amount
Other	\$31,100,000
TIF	10,000,000
Total:	\$41,100,000

6. TIF-Funded Improvements:

Provide a mechanical system replacement. The existing heating is high pressure steam and appears to be over 60 years old, while much of the system's mechanical piping is still original. Per engineer, piping has major leaks approximately once per year, many pipes are high pressure steam and steam leaks can be a significant hazard.

7. Redevelopment Area:

Western Avenue South.

8. TIF Ordinances (including any amendments):

Under ordinances adopted on January 12, 2000, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Redevelopment Area; (ii) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area. The Plan was amended by ordinances adopted on May 17, 2000.

9. Modification To Form Agreement For This Project:

Add to the end of subsection 2 of Article Three, the following language:

"Notwithstanding anything to the contrary in this Article Three, subsection 2 or elsewhere in this Agreement, the Board's funding obligations under this Agreement are contingent on the securing of available funding either through Board-approved capital plan(s) or third-party sources and shall not exceed \$31,100,000 without written agreement of the parties. The Board shall have no obligation to utilize Board funds to fund any obligations hereunder other than as set forth in the preceding sentence."

Add to the end of the "TIF-Funded Improvements" section of Exhibit A, the following language:

"The Board's Project funding shall not exceed the limits of and is subject to the contingencies set forth in Article Three, subsection 2 of the Agreement."

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION
FOR PROVISION OF TAX-INCREMENT FINANCING ASSISTANCE FUNDS
FOR CERTAIN IMPROVEMENTS AT JOHN D. SHOOP MATH-SCIENCE
TECHNICAL ACADEMY ES, 11140 S. BISHOP ST.

[O2022-1269]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute an intergovernmental agreement with the Chicago Board of Education to provide tax-increment financing (TIF) funds for eligible costs of chimney stack reduction at John D. Shoop Math-Science Technical Academy ES, located at 11140 South Bishop Street in the 34th Ward (O2022-1269), in the amount of \$750,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq.; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers, and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago to facilitate the acquisition and construction of public buildings and facilities; and

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

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, The Board operates a school identified in Exhibit A (the "School") located at the Property identified in Exhibit A (the "Property"); and

WHEREAS, The Board desires to undertake certain improvements at the School as described in Exhibit A (the "Project"); and

WHEREAS, In accordance with the provisions of the Act, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City identified on Exhibit A (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (collectively, the "TIF Ordinances") adopted on the date (or dates, if subsequently amended) and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") for such date(s), identified on Exhibit A; and

WHEREAS, All of the Property lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, Increment collected from the Redevelopment Area shall be known as the "Redevelopment Area Increment"; and

WHEREAS, The Department of Planning and Development of the City desires to use a portion of the Redevelopment Area Increment in an amount not to exceed the amount identified in Exhibit A for the purpose of wholly or partially funding certain costs of the Project (the "TIF-Funded Improvements") to the extent and in the manner provided in this ordinance and the Agreement (as hereinafter defined); and

WHEREAS, A detailed budget for the Project (the "Project Budget") and an itemized list of the TIF-Funded Improvements are each incorporated into Exhibit A; and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 21, 2021, and published in the *Journal* for such date at pages 29530 through 29549, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Jacob Beidler Elementary School (the "Form Agreement"); and

WHEREAS, The City and the Board wish to enter into an intergovernmental agreement in substantially similar form to the Form Agreement, substituting the Project-specific terms with the information contained in Exhibit A, whereby the City shall pay for or reimburse the Board for the TIF-Funded Improvements related to the Project (the "Agreement"); 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 City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act.

SECTION 3. The Commissioner of Planning and Development and a designee are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver the Agreement and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

1. School:

John D. Shoop Math-Science Technical Academy ES.

2. Property:

a. Common Address:

11140 South Bishop Street
Chicago, Illinois 60643.

b. Permanent Index Numbers ("PINs"):

25-20-101-001;

25-20-102-016; and

25-20-108-026.

3. Project:

Shorten the height of the building's chimney stack to address structural stability concerns.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$750,000.

5. Project Budget:

Scope	Project Budget	TIF Request
Design	\$ 75,000	\$ 75,000
Construction	596,250	596,250
Environmental	37,500	37,500
Project Implementation	41,250	41,250
Total:	\$750,000	\$750,000

6. TIF-Funded Improvements:

Shorten the height of the building's chimney stack to address structural stability concerns.

7. Redevelopment Area:

119th/I-57

8. TIF Ordinances (including any amendments):

Under ordinances adopted on November 6, 2002, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Redevelopment Area; (ii) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area. The Plan was amended by an ordinance adopted on October 14, 2015.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION
FOR PROVISION OF TAX-INCREMENT FINANCING ASSISTANCE FUNDS
FOR CERTAIN IMPROVEMENTS AT NORTHSIDE COLLEGE PREPARATORY
HIGH SCHOOL, 5501 N. KEDZIE AVE.

[O2022-1259]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute an intergovernmental agreement with the Chicago Board of Education to provide tax-increment financing (TIF) funds for eligible costs of new soccer, track, softball and lacrosse fields at Northside College Preparatory High School, located at 5501 North Kedzie Avenue in the 40th Ward (O2022-1259), in the amount of \$4,541,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq.; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers, and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago to facilitate the acquisition and construction of public buildings and facilities; and

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

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, The Board operates a school identified in Exhibit A (the "School") located at the Property identified in Exhibit A (the "Property"); and

WHEREAS, The Board desires to undertake certain improvements at the School as described in Exhibit A (the "Project"); and

WHEREAS, In accordance with the provisions of the Act, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City identified on Exhibit A (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (collectively, the "TIF Ordinances") adopted on the date (or dates, if subsequently amended) and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") for such date(s), identified on Exhibit A; and

WHEREAS, All of the Property lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, Increment collected from the Redevelopment Area shall be known as the "Redevelopment Area Increment"; and

WHEREAS, The Department of Planning and Development of the City desires to use a portion of the Redevelopment Area Increment in an amount not to exceed the amount identified in Exhibit A for the purpose of wholly or partially funding certain costs of the Project (the "TIF-Funded Improvements") to the extent and in the manner provided in this ordinance and the Agreement (as hereinafter defined); and

WHEREAS, A detailed budget for the Project (the "Project Budget") and an itemized list of the TIF-Funded Improvements are each incorporated into Exhibit A; and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 21, 2021, and published in the *Journal* for such date at pages 29530 through 29549, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Jacob Beidler Elementary School (the "Form Agreement"); and

WHEREAS, The City and the Board wish to enter into an intergovernmental agreement in substantially similar form to the Form Agreement, substituting the Project-specific terms with the information contained in Exhibit A, whereby the City shall pay for or reimburse the Board for the TIF-Funded Improvements related to the Project (the "Agreement"); 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 City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act.

SECTION 3. The Commissioner of Planning and Development and a designee are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver the Agreement and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

1. School:

Northside College Preparatory High School.

2. Property:

a. Common Address:

5501 North Kedzie Avenue
Chicago, Illinois 60625.

- b. Permanent Index Numbers ("PINs"):
- 13-12-100-045-0000; and
- 13-12-211-043-0000.
3. Project:
- a. Site Improvements:
- Construction of a new artificial turf soccer field surrounded by a running track, artificial turf softball field and lacrosse field.
- b. BAS:
- This project would include upgrading, repairing, and recertifying the obsolete and failing building automation system (BAS) which controls the environmental and mechanical system in the building.
4. Amount Of Redevelopment Area Increment:
- Not to exceed \$4,541,000.
5. Project Budget:
- Turf Field:
- | Scope | Project Budget | TIF Request |
|------------------------|----------------|-------------|
| Design | \$ 390,000 | \$ 390,000 |
| Construction | 3,100,500 | 3,100,500 |
| Environmental | 195,000 | 195,000 |
| Project Implementation | 214,500 | 214,500 |
| Total: | \$3,900,000 | \$3,900,000 |

BAS:

Scope	Project Budget	TIF Request
Design	\$ 64,100	\$ 64,100
Construction	509,595	509,595
Environmental	32,050	32,050
Project Implementation	35,255	35,255
Total:	\$641,000	\$641,000

6. TIF-Funded Improvements:

a. Site Improvements:

Construction of a new artificial turf soccer field and asphalt parking lot.

b. BAS:

This project would include upgrading, repairing, and recertifying the obsolete and failing building automation system (BAS) which controls the environmental and mechanical system in the building.

7. Redevelopment Area:

Lawrence/Kedzie.

8. TIF Ordinances (including any amendments):

Under ordinances adopted on February 16, 2000, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Redevelopment Area; (ii) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION
FOR PROVISION OF TAX-INCREMENT FINANCING ASSISTANCE FUNDS FOR
CERTAIN IMPROVEMENTS AT PHILLIP MURRAY ELEMENTARY LANGUAGE
ACADEMY, 5335 S. KENWOOD AVE.

[O2022-1265]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute an intergovernmental agreement with the Chicago Board of Education to provide tax-increment financing (TIF) funds for eligible costs of playground and sports field construction and upgrades to the building automation system at Phillip Murray Elementary Language Academy, located at 5335 South Kenwood Avenue in the 4th Ward (O2022-1265), in the amount of \$1,348,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq.; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers, and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago to facilitate the acquisition and construction of public buildings and facilities; and

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

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, The Board operates a school identified in Exhibit A (the "School") located at the Property identified in Exhibit A (the "Property"); and

WHEREAS, The Board desires to undertake certain improvements at the School as described in Exhibit A (the "Project"); and

WHEREAS, In accordance with the provisions of the Act, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City identified on Exhibit A (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (collectively, the "TIF Ordinances")

adopted on the date (or dates, if subsequently amended) and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date(s), identified on Exhibit A; and

WHEREAS, All of the Property lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, Increment collected from the Redevelopment Area shall be known as the "Redevelopment Area Increment"; and

WHEREAS, The Department of Planning and Development of the City desires to use a portion of the Redevelopment Area Increment in an amount not to exceed the amount identified in Exhibit A for the purpose of wholly or partially funding certain costs of the Project (the "TIF-Funded Improvements") to the extent and in the manner provided in this ordinance and the Agreement (as hereinafter defined); and

WHEREAS, A detailed budget for the Project (the "Project Budget") and an itemized list of the TIF-Funded Improvements are each incorporated into Exhibit A; and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 21, 2021, and published in the *Journal* for such date at pages 29530 through 29549, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Jacob Beidler Elementary School (the "Form Agreement"); and

WHEREAS, The City and the Board wish to enter into an intergovernmental agreement in substantially similar form to the Form Agreement, substituting the Project-specific terms with the information contained in Exhibit A, whereby the City shall pay for or reimburse the Board for the TIF-Funded Improvements related to the Project (the "Agreement"); 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 City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act.

SECTION 3. The Commissioner of Planning and Development and a designee are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver the Agreement and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

1. School:

Phillip Murray Elementary Language Academy.

2. Property:

a. Common Address:

5335 South Kenwood Avenue
Chicago, Illinois 60615.

b. Permanent Index Numbers ("PINs"):

20-11-415-006;

20-11-415-007;

20-11-415-016;

20-11-415-018;

20-11-415-021;
20-11-415-022;
20-11-415-023;
20-11-415-024;
20-11-415-025;
20-11-415-031; and
20-11-415-032.

3. Project:

a. Site Improvements:

Construction of a new playground and sports field.

b. BAS:

This project would include upgrading, repairing, and recertifying the obsolete and failing building automation system (BAS) which controls the environmental and mechanical system in the building.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$1,348,000.

5. Project Budget:

Site Improvements:

Scope	Project Budget	TIF Request
Design	\$ 95,500	\$ 95,500
Construction	759,225	759,225
Environmental	47,750	47,750
Project Implementation	52,525	52,525
Total:	\$955,000	\$955,000

BAS:

Scope	Project Budget	TIF Request
Design	\$ 39,300	\$ 39,300
Construction	312,435	312,435
Environmental	19,650	19,650
Project Implementation	21,615	21,615
Total:	\$393,000	\$393,000

6. TIF-Funded Improvements:

a. Site Improvements:

Construction of a new playground and sports field.

b. BAS:

This project would include upgrading, repairing, and recertifying the obsolete and failing building automation system (BAS) which controls the environmental and mechanical system in the building.

7. Redevelopment Area:

53rd Street.

8. TIF Ordinances (including any amendments):

Under ordinances adopted on January 10, 2001, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Redevelopment Area; (ii) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area. The Plan was amended by an ordinance adopted on October 31, 2012.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION
FOR PROVISION OF TAX-INCREMENT FINANCING ASSISTANCE FUNDS
FOR CERTAIN IMPROVEMENTS AT PETER A. REINBERG ELEMENTARY
SCHOOL, 3425 N. MAJOR AVE.

[O2022-1260]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute an intergovernmental agreement with the Chicago Board of Education to provide tax-increment financing (TIF) funds for eligible costs of turf field replacement at Peter A. Reinberg Elementary School, located at 3425 North Major Avenue in the 36th Ward (O2022-1260), in the amount of \$400,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq.; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers, and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago to facilitate the acquisition and construction of public buildings and facilities; and

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

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, The Board operates a school identified in Exhibit A (the "School") located at the Property identified in Exhibit A (the "Property"); and

WHEREAS, The Board desires to undertake certain improvements at the School as described in Exhibit A (the "Project"); and

WHEREAS, In accordance with the provisions of the Act, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City identified on Exhibit A (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (collectively, the "TIF Ordinances") adopted on the date (or dates, if subsequently amended) and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date(s), identified on Exhibit A; and

WHEREAS, All of the Property lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, Increment collected from the Redevelopment Area shall be known as the "Redevelopment Area Increment"; and

WHEREAS, The Department of Planning and Development of the City desires to use a portion of the Redevelopment Area Increment in an amount not to exceed the amount identified in Exhibit A for the purpose of wholly or partially funding certain costs of the Project (the "TIF-Funded Improvements") to the extent and in the manner provided in this ordinance and the Agreement (as hereinafter defined); and

WHEREAS, A detailed budget for the Project (the "Project Budget") and an itemized list of the TIF-Funded Improvements are each incorporated into Exhibit A; and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 21, 2021, and published in the *Journal* for such date at pages 29530 through 29549, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Jacob Beidler Elementary School (the "Form Agreement"); and

WHEREAS, The City and the Board wish to enter into an intergovernmental agreement in substantially similar form to the Form Agreement, substituting the Project-specific terms with the information contained in Exhibit A, whereby the City shall pay for or reimburse the Board for the TIF-Funded Improvements related to the Project (the "Agreement"); 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 City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Project that are necessary and directly result

from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act.

SECTION 3. The Commissioner of Planning and Development and a designee are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver the Agreement and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

1. School:

Peter A. Reinberg Elementary School.

2. Property:

a. Common Address:

3425 North Major Avenue
Chicago, Illinois 60634.

b. Permanent Index Number ("PIN"):

13-20-415-001-0000.

3. Project:

Replace the existing turf field with new surface and organic infill.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$400,000.

5. Project Budget:

Scope	Project Budget	TIF Request
Design	\$ 40,000	\$ 40,000
Construction	318,000	318,000
Environmental	20,000	20,000
Project Implementation	22,000	22,000
Total:	\$400,000	\$400,000

6. TIF-Funded Improvements:

Replace the existing turf field with new surface and organic infill.

7. Redevelopment Area:

Belmont/Central.

8. TIF Ordinances (including any amendments):

Under ordinances adopted on January 12, 2000, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Redevelopment Area; (ii) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area. The Plan was amended by an ordinance adopted on February 16, 2011 and May 1, 2015.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION
FOR PROVISION OF TAX-INCREMENT FINANCING ASSISTANCE FUNDS
FOR CERTAIN IMPROVEMENTS AT SIMPSON ACADEMY HIGH SCHOOL FOR
YOUNG WOMEN, 1321 S. PAULINA ST.

[O2022-1270]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute an intergovernmental agreement with the Chicago Board of Education to provide tax-increment financing (TIF) funds for eligible costs of chimney stack reduction at Simpson Academy High School for Young Women, located at 1321 South Paulina Street in the 28th Ward (O2022-1270), in the amount of \$750,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq.; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers, and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago to facilitate the acquisition and construction of public buildings and facilities; and

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

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, The Board operates a school identified in Exhibit A (the "School") located at the Property identified in Exhibit A (the "Property"); and

WHEREAS, The Board desires to undertake certain improvements at the School as described in Exhibit A (the "Project"); and

WHEREAS, In accordance with the provisions of the Act, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City identified on Exhibit A (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (collectively, the "TIF Ordinances") adopted on the date (or dates, if subsequently amended) and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date(s), identified on Exhibit A; and

WHEREAS, All of the Property lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, Increment collected from the Redevelopment Area shall be known as the "Redevelopment Area Increment"; and

WHEREAS, The Department of Planning and Development of the City desires to use a portion of the Redevelopment Area Increment in an amount not to exceed the amount identified in Exhibit A for the purpose of wholly or partially funding certain costs of the Project (the "TIF-Funded Improvements") to the extent and in the manner provided in this ordinance and the Agreement (as hereinafter defined); and

WHEREAS, A detailed budget for the Project (the "Project Budget") and an itemized list of the TIF-Funded Improvements are each incorporated into Exhibit A; and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 21, 2021, and published in the *Journal* for such date at pages 29530 through 29549, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Jacob Beidler Elementary School (the "Form Agreement"); and

WHEREAS, The City and the Board wish to enter into an intergovernmental agreement in substantially similar form to the Form Agreement, substituting the Project-specific terms with the information contained in Exhibit A, whereby the City shall pay for or reimburse the Board for the TIF-Funded Improvements related to the Project (the "Agreement"); 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 City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act.

SECTION 3. The Commissioner of Planning and Development and a designee are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver the Agreement and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

1. School:

Simpson Academy High School for Young Women.

2. Property:

a. Common Address:

1321 South Paulina Street
Chicago, Illinois 60608.

b. Permanent Index Number ("PIN"):

17-19-211-002.

3. Project:

Shorten the height of the building's chimney stack to address structural stability concerns.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$750,000.

5. Project Budget:

Scope	Project Budget	TIF Request
Design	\$ 75,000	\$ 75,000
Construction	596,250	596,250
Environmental	37,500	37,500
Project Implementation	41,250	41,250
Total:	\$750,000	\$750,000

6. TIF-Funded Improvements:

Shorten the height of the building's chimney stack to address structural stability concerns.

7. Redevelopment Area:

Western/Ogden.

8. TIF Ordinances (including any amendments):

Under ordinances adopted on November 25, 1997, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Redevelopment Area; *(i) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area. The Plan was amended by an ordinance adopted on April 24, 2020.

* Editor's Note: Numbering sequence error; (i) duplicated in original document.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION
FOR PROVISION OF TAX-INCREMENT FINANCING ASSISTANCE FUNDS
FOR CERTAIN IMPROVEMENTS AT SALMON P. CHASE ELEMENTARY SCHOOL,
2021 N. POINT ST.

[O2022-1262]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute an intergovernmental agreement with the Chicago Board of Education to provide tax-increment financing (TIF) funds for eligible costs of the turf field replacement at Salmon P. Chase Elementary School, located at 2021 North Point Street in the 1st Ward (O2022-1262), in the amount of \$100,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq.; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers, and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago to facilitate the acquisition and construction of public buildings and facilities; and

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

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, The Board operates a school identified in Exhibit A (the "School") located at the Property identified in Exhibit A (the "Property"); and

WHEREAS, The Board desires to undertake certain improvements at the School as described in Exhibit A (the "Project"); and

WHEREAS, In accordance with the provisions of the Act, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City identified on Exhibit A (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (collectively, the "TIF Ordinances") adopted on the date (or dates, if subsequently amended) and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date(s), identified on Exhibit A; and

WHEREAS, All of the Property lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, Increment collected from the Redevelopment Area shall be known as the "Redevelopment Area Increment"; and

WHEREAS, The Department of Planning and Development of the City desires to use a portion of the Redevelopment Area Increment in an amount not to exceed the amount identified in Exhibit A for the purpose of wholly or partially funding certain costs of the Project (the "TIF-Funded Improvements") to the extent and in the manner provided in this ordinance and the Agreement (as hereinafter defined); and

WHEREAS, A detailed budget for the Project (the "Project Budget") and an itemized list of the TIF-Funded Improvements are each incorporated into Exhibit A; and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 21, 2021, and published in the *Journal* for such date at pages 29530 through 29549, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Jacob Beidler Elementary School (the "Form Agreement"); and

WHEREAS, The City and the Board wish to enter into an intergovernmental agreement in substantially similar form to the Form Agreement, substituting the Project-specific terms with the information contained in Exhibit A, whereby the City shall pay for or reimburse the Board for the TIF-Funded Improvements related to the Project (the "Agreement"); 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 City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Project that are necessary and directly result

from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act.

SECTION 3. The Commissioner of Planning and Development and a designee are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver the Agreement and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

1. School:

Salmon P. Chase Elementary School.

2. Property:

a. Common Address:

2021 North Point Street
Chicago, Illinois 60647.

b. Permanent Index Numbers ("PINs"):

13-36-229-029; and

13-36-229-030.

3. Project:

Replace the existing turf field with new surface and organic infill.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$100,000.

5. Project Budget:

Scope	Project Budget	TIF Request
Design	\$ 10,000	\$ 10,000
Construction	79,500	79,500
Environmental	5,000	5,000
Project Implementation	5,500	5,500
Total:	\$100,000	\$100,000

6. TIF-Funded Improvements:

Replace the existing turf field with new surface and organic infill.

7. Redevelopment Area:

Fullerton/Milwaukee.

8. TIF Ordinances (including any amendments):

Under ordinances adopted on February 16, 2000, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Redevelopment Area (ii) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area. The Plan was amended by ordinances adopted on May 11, 2005 and July 6, 2011.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION
FOR PROVISION OF TAX-INCREMENT FINANCING ASSISTANCE FUNDS
FOR CERTAIN IMPROVEMENTS AT JOHN MILTON GREGORY ELEMENTARY
SCHOOL, 3715 W. POLK ST.

[O2022-1268]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute an intergovernmental agreement with the Chicago Board of Education to provide tax-increment financing (TIF) funds for eligible costs of chimney stack reduction at John Milton Gregory Elementary School, located at 3715 West Polk Street in the 24th Ward (O2022-1268), in the amount of \$500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq.; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers, and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago to facilitate the acquisition and construction of public buildings and facilities; and

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

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, The Board operates a school identified in Exhibit A (the "School") located at the Property identified in Exhibit A (the "Property"); and

WHEREAS, The Board desires to undertake certain improvements at the School as described in Exhibit A (the "Project"); and

WHEREAS, In accordance with the provisions of the Act, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City identified on Exhibit A (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (collectively, the "TIF Ordinances") adopted on the date (or dates, if subsequently amended) and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date(s), identified on Exhibit A; and

WHEREAS, All of the Property lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, Increment collected from the Redevelopment Area shall be known as the "Redevelopment Area Increment"; and

WHEREAS, The Department of Planning and Development of the City desires to use a portion of the Redevelopment Area Increment in an amount not to exceed the amount identified in Exhibit A for the purpose of wholly or partially funding certain costs of the Project (the "TIF-Funded Improvements") to the extent and in the manner provided in this ordinance and the Agreement (as hereinafter defined); and

WHEREAS, A detailed budget for the Project (the "Project Budget") and an itemized list of the TIF-Funded Improvements are each incorporated into Exhibit A; and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 21, 2021, and published in the *Journal* for such date at pages 29530 through 29549, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Jacob Beidler Elementary School (the "Form Agreement"); and

WHEREAS, The City and the Board wish to enter into an intergovernmental agreement in substantially similar form to the Form Agreement, substituting the Project-specific terms with the information contained in Exhibit A, whereby the City shall pay for or reimburse the Board for the TIF-Funded Improvements related to the Project (the "Agreement"); 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 City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Project that are necessary and directly result

from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act.

SECTION 3. The Commissioner of Planning and Development and a designee are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver the Agreement and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

1. School:

John Milton Gregory Elementary School.

2. Property:

a. Common Address:

3715 West Polk Street
Chicago, Illinois 60624.

b. Permanent Index Numbers ("PINs"):

16-14-315-008; and
16-14-315-012.

3. Project:

Shorten the height of the building's chimney stack to address structural stability concerns.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$500,000.

5. Project Budget:

Scope	Project Budget	TIF Request
Design	\$ 50,000	\$ 50,000
Construction	397,500	397,500
Environmental	25,000	25,000
Project Implementation	27,500	27,500
Total:	\$500,000	\$500,000

6. TIF-Funded Improvements:

Shorten the height of the building's chimney stack to address structural stability concerns.

7. Redevelopment Area:

Midwest.

8. TIF Ordinances (including any amendments):

Under ordinances adopted on May 17, 2000, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Redevelopment Area; (ii) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area. The Plan was amended by ordinances adopted on May 9, 2012 and December 9, 2015.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION
FOR PROVISION OF TAX-INCREMENT FINANCING ASSISTANCE FUNDS
FOR CERTAIN IMPROVEMENTS AT THEODORE ROOSEVELT HIGH SCHOOL,
3436 W. WILSON AVE.

[O2022-1261]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute an intergovernmental agreement with the Chicago Board of Education to provide tax-increment financing (TIF) funds for eligible costs of a new soccer field and asphalt parking lot at Theodore Roosevelt High School, located at 3436 West Wilson Avenue in the 33rd Ward (O2022-1261), in the amount of \$5,800,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq.; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers, and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago to facilitate the acquisition and construction of public buildings and facilities; and

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

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, The Board operates a school identified in Exhibit A (the "School") located at the Property identified in Exhibit A (the "Property"); and

WHEREAS, The Board desires to undertake certain improvements at the School as described in Exhibit A (the "Project"); and

WHEREAS, In accordance with the provisions of the Act, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City identified on Exhibit A (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (collectively, the "TIF Ordinances") adopted on the date (or dates, if subsequently amended) and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date(s), identified on Exhibit A; and

WHEREAS, All of the Property lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, Increment collected from the Redevelopment Area shall be known as the "Redevelopment Area Increment"; and

WHEREAS, The Department of Planning and Development of the City desires to use a portion of the Redevelopment Area Increment in an amount not to exceed the amount identified in Exhibit A for the purpose of wholly or partially funding certain costs of the Project (the "TIF-Funded Improvements") to the extent and in the manner provided in this ordinance and the Agreement (as hereinafter defined); and

WHEREAS, A detailed budget for the Project (the "Project Budget") and an itemized list of the TIF-Funded Improvements are each incorporated into Exhibit A; and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 21, 2021, and published in the *Journal* for such date at pages 29530 through 29549, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Jacob Beidler Elementary School (the "Form Agreement"); and

WHEREAS, The City and the Board wish to enter into an intergovernmental agreement in substantially similar form to the Form Agreement, substituting the Project-specific terms with the information contained in Exhibit A, whereby the City shall pay for or reimburse the Board for the TIF-Funded Improvements related to the Project (the "Agreement"); 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 City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act.

SECTION 3. The Commissioner of Planning and Development and a designee are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver the Agreement and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

1. School:

Theodore Roosevelt High School.

2. Property:

a. Common Address:

3436 West Wilson Avenue
Chicago, Illinois 60625.

b. Permanent Index Number ("PIN"):

13-14-210-003-0000.

3. Project:

Construction of a new artificial turf soccer field and asphalt parking lot.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$5,800,000.

5. Project Budget:

Scope	Project Budget	TIF Request
Design	\$ 580,000	\$ 580,000
Construction	4,611,000	4,611,000
Environmental	290,000	290,000
Project Implementation	319,000	319,000
Total:	\$5,800,000	\$5,800,000

6. TIF-Funded Improvements:

Construction of a new artificial turf soccer field and asphalt parking lot.

7. Redevelopment Area:

Lawrence/Kedzie.

8. TIF Ordinances (including any amendments):

Under ordinances adopted on February 16, 2000, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Redevelopment Area; *(i) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area.

* Editor's Note: Numbering sequence error; (i) duplicated in original document.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION
FOR PROVISION OF TAX-INCREMENT FINANCING ASSISTANCE FUNDS
FOR CERTAIN IMPROVEMENTS AT JOHN GREENLEAF WHITTIER
ELEMENTARY SCHOOL, 1900 W. 23RD ST.

[O2022-1271]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute an intergovernmental agreement with the Chicago Board of Education to provide tax-increment financing (TIF) funds for eligible costs of chimney stack reduction at John Greenleaf Whittier Elementary School, located at 1900 West 23rd Street in the 25th Ward (O2022-1270), in the amount of \$750,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq.; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers, and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago to facilitate the acquisition and construction of public buildings and facilities; and

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

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, The Board operates a school identified in Exhibit A (the "School") located at the Property identified in Exhibit A (the "Property"); and

WHEREAS, The Board desires to undertake certain improvements at the School as described in Exhibit A (the "Project"); and

WHEREAS, In accordance with the provisions of the Act, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City identified on Exhibit A (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (collectively, the "TIF Ordinances") adopted on the date (or dates, if subsequently amended) and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date(s), identified on Exhibit A; and

WHEREAS, All of the Property lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, Increment collected from the Redevelopment Area shall be known as the "Redevelopment Area Increment"; and

WHEREAS, The Department of Planning and Development of the City desires to use a portion of the Redevelopment Area Increment in an amount not to exceed the amount identified in Exhibit A for the purpose of wholly or partially funding certain costs of the Project (the "TIF-Funded Improvements") to the extent and in the manner provided in this ordinance and the Agreement (as hereinafter defined); and

WHEREAS, A detailed budget for the Project (the "Project Budget") and an itemized list of the TIF-Funded Improvements are each incorporated into Exhibit A; and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 21, 2021, and published in the *Journal* for such date at pages 29530 through 29549, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Jacob Beidler Elementary School (the "Form Agreement"); and

WHEREAS, The City and the Board wish to enter into an intergovernmental agreement in substantially similar form to the Form Agreement, substituting the Project-specific terms with the information contained in Exhibit A, whereby the City shall pay for or reimburse the Board for the TIF-Funded Improvements related to the Project (the "Agreement"); 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 City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act.

SECTION 3. The Commissioner of Planning and Development and a designee are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver the Agreement and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

1. School:

John Greenleaf Whittier Elementary School.

2. Property:

a. Common Address:

1900 West 23rd Street
Chicago, Illinois 60608.

b. Permanent Index Numbers ("PINs"):

17-30-204-022-0000; and

17-30-204-023-0000.

3. Project:

Shorten the height of the building's chimney stack to address structural stability concerns.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$750,000.

5. Project Budget:

Scope	Project Budget	TIF Request
Design	\$ 75,000	\$ 75,000
Construction	596,250	596,250
Environmental	37,500	37,500
Project Implementation	41,250	41,250
Total:	\$750,000	\$750,000

6. TIF-Funded Improvements:

Shorten the height of the building's chimney stack to address structural stability concerns.

7. Redevelopment Area:

Pilsen Industrial Corridor.

8. TIF Ordinances (including any amendments):

Under ordinances adopted on June 10, 1998, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Redevelopment Area; *(i) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area. The Plan was amended by an ordinance adopted on November 12, 2003 and June 30, 2004.

* Editor's Note: Numbering sequence error; (i) duplicated in original document.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION
FOR PROVISION OF TAX-INCREMENT FINANCING ASSISTANCE FUNDS FOR
CERTAIN IMPROVEMENTS AT PHILLIP D. ARMOUR ELEMENTARY SCHOOL,
950 W. 33RD PL.

[O2022-1267]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute an intergovernmental agreement with the Chicago Board of Education to provide tax-increment financing (TIF) funds for eligible costs of chimney stack reduction at Phillip D. Armour Elementary School, located at 950 West 33rd Place in the 11th Ward (O2022-1267), in the amount of \$750,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq.; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers, and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago to facilitate the acquisition and construction of public buildings and facilities; and

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

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, The Board operates a school identified in Exhibit A (the "School") located at the Property identified in Exhibit A (the "Property"); and

WHEREAS, The Board desires to undertake certain improvements at the School as described in Exhibit A (the "Project"); and

WHEREAS, In accordance with the provisions of the Act, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City identified on Exhibit A (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the

Redevelopment Area, pursuant to ordinances (collectively, the "TIF Ordinances") adopted on the date (or dates, if subsequently amended) and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date(s), identified on Exhibit A; and

WHEREAS, All of the Property lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, Increment collected from the Redevelopment Area shall be known as the "Redevelopment Area Increment"; and

WHEREAS, The Department of Planning and Development of the City desires to use a portion of the Redevelopment Area Increment in an amount not to exceed the amount identified in Exhibit A for the purpose of wholly or partially funding certain costs of the Project (the "TIF-Funded Improvements") to the extent and in the manner provided in this ordinance and the Agreement (as hereinafter defined); and

WHEREAS, A detailed budget for the Project (the "Project Budget") and an itemized list of the TIF-Funded Improvements are each incorporated into Exhibit A; and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 21, 2021, and published in the *Journal* for such date at pages 29530 through 29549, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Jacob Beidler Elementary School (the "Form Agreement"); and

WHEREAS, The City and the Board wish to enter into an intergovernmental agreement in substantially similar form to the Form Agreement, substituting the Project-specific terms with the information contained in Exhibit A, whereby the City shall pay for or reimburse the Board for the TIF-Funded Improvements related to the Project (the "Agreement"); 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 City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act.

SECTION 3. The Commissioner of Planning and Development and a designee are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver the Agreement and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

1. School:

Phillip D. Armour Elementary School.

2. Property:

a. Common Address:

950 West 33rd Place
Chicago, Illinois 60608.

b. Permanent Index Number ("PIN"):

17-32-218-039-0000.

3. Project:

Shorten the height of the building's chimney stack to address structural stability concerns.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$750,000.

5. Project Budget:

Scope	Project Budget	TIF Request
Design	\$ 75,000	\$ 75,000
Construction	596,250	596,250
Environmental	37,500	37,500
Project Implementation	41,250	41,250
Total:	\$750,000	\$750,000

6. TIF-Funded Improvements:

Shorten the height of the building's chimney stack to address structural stability concerns.

7. Redevelopment Area:

35th/Halsted TIF.

8. TIF Ordinances (including any amendments):

Under an ordinance adopted on January 14, 1997, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Redevelopment Area; (ii) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area. The Plan was amended by an ordinance adopted on May 5, 2004.

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT WITH BUILD, INC. AND BUILD SUPPORT CORPORATION FOR REIMBURSEMENT OF ELIGIBLE COSTS FOR RENOVATION OF YOUTH COMMUNITY CENTER AT 5100 AND 5112 W. HARRISON ST.

[O2022-1257]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute a redevelopment agreement with BUILD, Inc. (Broader Urban Involvement & Leadership Development) and BUILD Support Corporation (QALICB), as developers, to provide tax-increment financing (TIF) for eligible costs of renovation and facility addition of a youth community center with sports and fitness facilities located at 5100 and 5112 West Harrison Street in the 29th Ward (O2022-1257), in the amount of \$2,500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on July 26, 2006 and published at pages 81042 to 81138 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project (the "Plan") for the Harrison/Central Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on July 26, 2006 and published at pages 81139 to 81145 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "TIF Ordinance") adopted by the City Council on July 26, 2006 and published at pages 81146 to 81151 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, BUILD Support Corporation, an Illinois not-for-profit corporation ("QALICB") will own property within the Redevelopment Area at 5100 and 5112 West Harrison Street, Chicago, Illinois 60644 (the "Site") located within the Area; and

WHEREAS, B.U.I.L.D., Incorporated, an Illinois not-for-profit corporation ("BUILD"), and QALICB, collectively (the "Developer"), shall complete rehabilitation of an approximately 10,800-square-foot community center and complete construction of an approximately 39,000-square-foot addition (the "Facility"); and

WHEREAS, The Facility will house a community center, which will serve youth in the surrounding area. The community center will contain activity rooms, a gym, running track, fitness center, lounge, game room and other amenities (the "Project"); and

WHEREAS, The Developer has proposed to undertake the redevelopment of the Site in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, including but not limited to rehabilitation of the facilities and to be financed in part by Incremental Taxes from the Area; and

WHEREAS, Pursuant to Resolution 22-CDC-9 adopted by the Community Development Commission of the City of Chicago (the "Commission") on March 8, 2022, the Commission recommended that the Developer be designated as the developer for the Project and that City's Department of Planning and Development ("DPD") be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are incorporated herein and made a part hereof.

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

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

SECTION 4. 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 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall be in full force and effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

B.U.I.L.D., Incorporated Redevelopment Agreement.

This B.U.I.L.D. Incorporated Redevelopment Agreement (this "Agreement") is made as of this _____ day of _____, 2022, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and B.U.I.L.D. Incorporated, an Illinois not for profit corporation ("BUILD") and BUILD Support Corporation, an Illinois not for profit corporation ("QALICB") (BUILD and QALICB are referred to herein collectively, as the "Developer").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

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

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on July 26, 2006, (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Harrison/Central Redevelopment Project Area" (the "Plan Adoption Ordinance"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Harrison/Central Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Harrison/Central Redevelopment Project Area" (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: QALICB owns certain property located within the Redevelopment Area at 5100 and 5112 West Harrison Chicago, Illinois 60644 (the "Acquisition") and legally described on Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, the Developer shall complete rehabilitation of an approximately 10,800 square foot community center and complete construction an approximately 39,000 square foot addition (collectively, the "Facility"). The Facility will house a community center, which will serve youth in the surrounding area. The community center will contain activity rooms, a gym, running track, fitness center, lounge, game room and other amenities. The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project." QALICB will lease the Project to BUILD, which will includes office space for BUILD's operations. The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Harrison/Central Redevelopment Project Area Tax Increment Financing Plan (the "Redevelopment Plan") included in the Plan Adoption Ordinance and published at pages 81139-81145 of the Journal of the Proceedings of the City Council.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, Incremental Taxes (as defined below), to pay for or reimburse BUILD for the costs of TIF-Funded Improvements incurred by Developer pursuant to the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

The foregoing recitals are hereby incorporated into this Agreement by reference. The paragraph and section headings contained in this Agreement, including without limitation those set forth in the following table of contents, are for convenience only and are not intended to limit, vary, define or expand the content thereof. Developer agrees to comply with the requirements set forth in the following exhibits which are attached to and made a part of this Agreement. All

provisions listed in the Exhibits have the same force and effect as if they had been listed in the body of this Agreement.

Table of Contents	List of Exhibits
1. Recitals, Headings and Exhibits	A *Redevelopment Area
2. Definitions	B *Property
3. The Project	C *TIF-Funded Improvements
4. Financing	D Intentionally Omitted
5. Conditions Precedent	E Construction Contract
6. Agreements with Contractors	F Escrow Agreement
7. Completion of Construction or Rehabilitation	G *Permitted Liens
8. Covenants/Representations/Warranties of Developer	H-1 *Project Budget
9. Covenants/Representations/Warranties of the City	H-2 *MBE/WBE Budget
10. Developer's Employment Obligations	I Approved Prior Expenditures
11. Environmental Matters	J Opinion of Developer's Counsel
12. Insurance	K Intentionally Omitted
13. Indemnification	L Requisition Form
14. Maintaining Records/Right to Inspect	M Form of Subordination Agreement
15. Defaults and Remedies	N Form of Payment Bond
16. Mortgaging of the Project	(An asterisk (*) indicates which exhibits are to be recorded.)
17. Notice	
18. Miscellaneous	

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Act" shall have the meaning set forth in the Recitals hereof.

"Acquisition" shall have the meaning set forth in the Recitals hereof.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with Developer.

"Annual Compliance Report" shall mean a signed report from Developer to the City (a) itemizing each of Developer's obligations under the RDA during the preceding calendar year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of the RDA, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations

to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Operating Covenant (Section 8.06); (2) compliance with the Job Creation Goals (Section 8.06); (3) delivery of Financial Statements and unaudited financial statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (6) delivery of evidence that Chicago Sustainable Development Policy has been satisfied (Section 8.22) and (7) compliance with all other executory provisions of the RDA.

"Available Project Funds" shall have the meaning set forth for such term in Section 4.07 hereof.

"Bond(s)" shall have the meaning set forth for such term in Section 8.05 hereof.

"Certificate" shall mean the Certificate of Completion of Rehabilitation described in Section 7.01 hereof.

"Certificate of Occupancy" shall mean that certificate issued by the City's Department of Buildings regarding the occupancy of the Project.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"Chicago Sustainable Development Policy" shall mean the sustainable standards provided by the City in the Chicago Sustainable Development Policy Handbook.

"City Contract" shall have the meaning set forth in Section 8.01(l) hereof.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Funds" shall mean the funds described in Section 4.03(b) hereof.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Collateral Assignment" shall mean a collateral assignment of the right to receive payment of City Funds, such collateral assignment to be made by Developer to secure a bridge loan and in form and substance acceptable to the City in its sole discretion.

"Compliance Period" shall mean a period beginning on the date the Certificate is issued and ending on the 10th anniversary of the date the Certificate is issued.

"Contract" shall have the meaning set forth in Section 10.03 hereof.

"Contractor" shall have the meaning set forth in Section 10.03 hereof.

"Construction Contract" shall mean that certain contract to be entered into between BUILD and/or QALICB and the General Contractor providing for construction of the Project.

"Corporation Counsel" shall mean the City's Department of Law.

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted in paper or via the City's online submission process.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Employment Plan" shall have the meaning set forth in Section 5.12 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Equity" shall mean funds of Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

"Escrow" shall mean the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean the Escrow Agreement establishing a construction escrow, to be entered into as of the date hereof by the Title Company, Developer, NMTC Lenders, and JPMorgan Chase Bank, N.A. as disbursement agent engaged by the NMTC Lenders.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Facility" shall have the meaning set forth in the Recitals hereof.

"Financial Interest" shall have the meaning set forth for such term in Section 2-156-010 of the Municipal Code.

"Financial Statements" shall mean complete audited financial statements of Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"General Contractor" shall mean the general contractor(s) hired by Developer and/or subtenants pursuant to Section 6.01.

"Grant Funds" shall mean corporation and foundation donations provided to support the Project.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Human Rights Ordinance" shall have the meaning set forth in Section 10 hereof.

"In Balance" shall have the meaning set forth in Section 4.07 hereof.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Indemnatee" and "Indemnitees" shall have the meanings set forth in Section 13.01 hereof.

"Investment Fund" shall mean Chase NMTC BUILD Investment Fund, LLC, a Delaware limited liability company.

"Lender Financing" shall mean funds borrowed by BUILD or QALICB from lenders and irrevocably available to pay for costs of the Project, in the amount set forth in Section 4.01 hereof, including, without limitation the NMTC Loan and the Senior Loan.

"MBE(s)" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit H-2, as described in Section 10.03.

"MBE/WBE Program" shall have the meaning set forth in Section 10.03 hereof.

"Municipal Code" shall mean the Municipal Code of the City of Chicago, as amended from time to time.

"Net NMTC Equity" shall have the meaning set forth in Section 4.01 hereof.

"New Mortgage" shall have the meaning set forth in Article 16 hereof.

"NMTC" shall mean the Federal New Markets Tax Credits.

"NMTC Compliance Period" shall mean the earlier of (a) the seventh (7th) anniversary of the closing date of the NMTC Loan or (b) the termination or repayment of the NMTC Loan.

"NMTC Lender" shall mean, collectively, CNMC Sub-CDE 206, LLC, IFF Capital 35 LLC, CDF Suballocatee XLIV, LLC and New Markets Investment 142, LLC

"NMTC Loan" shall mean those certain loans made by the NMTC Lender to QALICB for the Project.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to Developer, the Property or the Project.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit G hereto.

"Permitted Mortgage" shall have the meaning set forth in Article 16 hereof.

"Plans and Specifications" shall mean initial construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Private Contributions" shall mean donations from individuals provided to support the Project.

"Project" shall have the meaning set forth in the Recitals hereof.

"Project Budget" shall mean the budget attached hereto as Exhibit H-1, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 3.03 hereof.

"Property" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Area" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Plan" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit L, to be delivered by Developer to DPD pursuant to Section 4.04 of this Agreement.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Senior Lender" shall mean, collectively, IFF, an Illinois not for profit corporation and JPMorgan Chase Bank, N.A..

"Senior Loan" shall mean both, the approximately \$5,650,000 bridge loan from IFF and the approximately \$2,500,000 TIF bridge loan by JPMorgan Chase Bank, N.A..

"Survey" shall mean a plat of survey in the most recently revised form of ALTA/NSPS Land Title Surveys survey of the Property, meeting the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2016, dated within 75 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the tenth anniversary of the issuance of the Certificate.

"TIF District Administration Fee" shall mean the fee described in Section 4.05 hereof.

"TIF Adoption Ordinance" shall have the meaning set forth in the Recitals hereof.

"TIF Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit C lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"Title Company" shall mean Greater Illinois Title Company.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing QALICB as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 8.17 hereof: (i) have commenced construction on or before the date hereof; and (ii) complete construction and conduct business operations therein no later than June 30, 2024. The Parties acknowledge that execution of this Agreement has occurred within one hundred eighty (180) days of City Council authorization.

3.02 Scope Drawings and Plans and Specifications. Developer has delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than Twenty One Million Seven Thousand Seven Hundred Thirty-Three Dollars and No/100 (\$21,007,733). Developer hereby certifies to the City that the City Funds, together with Lender Financing, Equity, Net NMTC Equity, Private Contributions, and Grant Funds described in Section 4.02 hereof, shall be sufficient to complete the Project. Developer hereby certifies to the City that (a) it has Lender Financing, Equity, Net NMTC Equity, Private Contributions and Grant Funds in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Project by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of Facility to a use other than as described in Recital D to this Agreement; (c) a delay in the completion of the Project by six (6) months or more; or (d) Change Orders resulting in an aggregate increase to the Project Budget for the Project of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to Developer. Notwithstanding anything to the contrary

in this Section 3.04, Change Orders other than those set forth above do not require DPD's prior written approval as set forth in this Section 3.04, but DPD shall be notified in writing of all such Change Orders within 10 business days after the execution of such Change Order and Developer, in connection with such notice, shall identify to DPD the source of funding therefor.

3.05 DPD Approval. Any approval granted by DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports and Survey Updates. Developer shall provide DPD with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). Developer shall provide three (3) copies of an updated Survey to DPD upon the request of DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than Developer's architect) approved by DPD may be selected to act as the inspecting agent or architect, at Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DPD, prior to requests for disbursement for costs related to the Project hereunder; provided that, to the extent there is any disagreement between DPD's inspecting architect and the NMTC Lender's inspecting architect, DPD agrees to defer to NMTC Lender's inspecting architect.

3.09 Barricades. Prior to commencing any construction requiring barricades, Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. This sign may also name the other financing sources. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees. In connection with the Project, Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$21,007,733 to be applied in the manner set forth in the Project Budget (the "Total Project Cost"). Such costs shall be funded through a NMTC financing structure, including the NMTC Loan, in part, from the following sources:

Equity (subject to <u>Sections 4.03(b) and 4.06</u>)	\$ 127,739
Senior Loan (IFF)	\$5,650,000
City Funds (subject to <u>Section 4.03</u>)	\$2,500,000
Grant Funds (Foundations/Corporate)	\$4,878,500
Net NMTC Equity	\$4,243,063
Private Contributions	\$3,608,431
ESTIMATED TOTAL	\$21,007,733*
(*Amount does not include the TIF bridge loan)	

4.02 Developer Funds. Equity, Lender Financing, Net NMTC Equity, Private Contributions and Grant Funds shall be used directly or indirectly through a NMTC financing structure to pay all Project costs, including but not limited to Redevelopment Project costs and costs of TIF-Funded Improvements.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements incurred by BUILD that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost. City Funds shall not be paid to BUILD hereunder prior to the issuance of a Certificate.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City funds from the sources and in the amounts described directly below (the "City Funds")

to pay for or reimburse BUILD for the costs of the TIF-Funded Improvements incurred by Developer:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes	\$2,500,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of Two Million Five Hundred Thousand Dollars (\$2,500,000) or eleven and ninety one hundredths percent (11.91%) of the actual total Project costs; and provided further, that the \$2,500,000 to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose. The City Funds shall be paid to BUILD in two equal disbursements pursuant to the time frames set forth herein and in accordance with the terms and conditions of this Agreement, as follows:

Payment	Timing	Maximum Annual Payment
Initial Payment	Issuance of the Certificate	\$1,250,000
Second Payment	First Anniversary of the Issuance of the Certificate	\$1,250,000
TOTAL CITY FUNDS		\$2,500,000

City Funds derived from Incremental Taxes shall be available to pay such costs and allocated for such purposes only so long as the amount of the Incremental Taxes is sufficient to pay for such costs.

The Developer acknowledges and agrees that the City's obligation to pay any City Funds is contingent upon the fulfillment of the conditions set forth in parts (a) and (b) above, as well as the prior issuance of the Certificate and the Developer's satisfaction of all other applicable terms and conditions of this Agreement, including, without limitation, compliance with the covenants in Section 8.06.

(c) Reduction in City Funds. City Funds may be reduced if the final Total Project Cost falls below \$21,007,733 and the City Funds will be reduced by \$1.00 for every \$1.00 shortfall. Such reduction shall be made from the Initial Payment and, if necessary, from the Second Payment.

4.04 Requisition Form. Prior to the request for the Initial Payment and the Second Payment, BUILD shall provide DPD with a Requisition Form as provided Exhibit L, along with the documentation described therein. Requisition for reimbursement of TIF-Funded Improvements shall be made not more than one time per calendar year (or as otherwise permitted by DPD).

Developer has provided DPD with a copy of the Escrow Agreement, if any and will provide DPD copies of disbursement requests pursuant to it upon written request.

4.05 TIF District Administration Fee. Annually, the City may allocate an amount not to exceed five percent (5%) of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Redevelopment Area, including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds prior to any payment of City Funds hereunder.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and of completing the Project.

4.07 Preconditions of Disbursement. Prior to each disbursement of City Funds hereunder, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Delivery by Developer to DPD of any request for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual cost of the Acquisition or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) Developer has approved all work and materials for the current disbursement request, and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and Developer is in compliance with all covenants contained herein;

(e) Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any (including any Lender Financing advanced into and available in a controlled account pledged to NMTC Lender); (iii) the undisbursed Equity, Private Contributions and Grant Funds and (iv) any other amounts deposited by Developer pursuant to this Agreement. Developer hereby agrees that, if the Project is not In Balance, Developer shall, within 10 days after a written request by the City, deposit with the escrow agent or NMTC Lender (or an account controlled by NMTC Lender) or will make available (in a manner acceptable to the

City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer. In addition, Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the TIF Ordinances, this Agreement, and the Escrow Agreement.

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as provided in Section 7 hereof.

SECTION 5. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget. Developer has submitted to DPD, and DPD has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings and Plans and Specifications. Developer has submitted to DPD, and DPD has approved, the Scope Drawings and Plans and Specifications accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

5.04 Financing. Developer has furnished proof reasonably acceptable to the City that Developer has Equity, Lender Financing, Net NMTC Equity, Private Contributions and Grant Funds in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with the Equity and other sources set forth in Section 4.01) to complete the Project. Developer has delivered to DPD a copy of the construction Escrow Agreement. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of Developer, with the Office of the Clerk of Cook County.

5.05 Acquisition and Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the QALICB as the named insured. The Title Policy is dated as of the Closing Date and contains only those title

exceptions listed as Permitted Liens on Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. Developer has provided to DPD, on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. Developer, at its own expense, has provided the City with searches as indicated in the chart below under Developer's name (and the following trade names of Developer): B.U.I.L.D. Incorporated and BUILD Support Corporation, showing no liens against Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens:

Jurisdiction	Searches
Secretary of State	UCC, Federal tax
Cook County Recorder	UCC, Fixtures, Federal tax, State tax, Memoranda of judgments
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

5.07 Surveys. Developer has furnished the City with three (3) copies of the Survey.

5.08 Insurance. Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DPD.

5.09 Opinion of Developer's Counsel. On the Closing Date, Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit J hereto, such opinions were obtained by Developer from its general corporate counsel.

5.10 Lease. Prior to the Closing Date, the Developer must have provided the City with a copy of each tenant or ground lease, lease termination agreement, tenant relocation plan, operating lease, synthetic lease, if any, and any other lease associated with the Project

5.11 Financial Statements. The Developer has provided Financial Statements to DPD for the last three most recent fiscal years and audited or unaudited interim financial statements.

5.12 Documentation; Employment Plan. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters in connection with the construction or rehabilitation work on the Project, including the reports described in Section 8.07

5.13 Environmental. Developer has provided DPD with copies of that certain phase I environmental audit completed with respect to the Property and any phase II environmental audit with respect to the Property required by the City. Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement. Each of BUILD and QALICB has provided a copy of its Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which BUILD and QALICB are qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; its by-laws; and such other corporate documentation as the City has requested.

Developer has provided to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Developer and any other parties required by this Section 5.14 to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an Event of Default under this Agreement.

5.15 Litigation. Developer has provided to Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) Except as set forth in Section 6.01(b) below, prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with the City of Chicago, and shall submit all bids received to DPD for its inspection and written approval. (i) For the TIF-Funded Improvements, Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. (ii) For Project work other than the TIF-Funded Improvements, if Developer selects a General Contractor (or the General Contractor selects any

subcontractor) who has not submitted the lowest responsible bid, the difference between the lowest responsible bid and the higher bid selected shall be subtracted from the actual total Project costs for purposes of the calculation of the amount of City Funds to be contributed to the Project pursuant to Section 4.03(b) hereof. Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof. Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD and all requisite permits have been obtained.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor proposed to be paid out of City Funds shall not exceed 10% of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors.

6.02 Construction Contract. Prior to the execution thereof, Developer shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by Developer, the General Contractor and any other parties thereto, Developer shall deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form attached as Exhibit N hereto. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Davis Bacon), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the rehabilitation and construction of the Project as well as the build out of the BUILD office space in accordance with the terms of this Agreement, and upon Developer's written request, DPD shall issue to Developer a Certificate in recordable form certifying that Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. DPD shall make its best efforts to respond to Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for a Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate and pay out City Funds in connection with the Project, until the following conditions have been met:

- Evidence acceptable to DPD that the Total Project Cost is equal to, or in excess of, \$21,007,733. As described in Section 4.03(c), the City Funds will be reduced on a dollar for dollar basis if the Total Project Cost is less than \$21,007,733; and
- Evidence that Developer has incurred TIF-eligible expenses in an amount equal to, or greater than, the total amount of City Funds for the Project (up to \$2,500,000); and
- Receipt of a Certificate of Occupancy for the Project or other evidence acceptable to DPD that the developer has complied with building permit requirements for the Project; and
- BUILD is operating a community center serving local area residents, especially youth from the surrounding area; and
- BUILD's office space within the Facility is occupied and fully operational; and
- Evidence acceptable to DPD that the Project is in compliance with the Chicago Sustainable Development Policy, and
- Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and prevailing wages as required under Section 8.09).

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the rehabilitation of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02, 8.06 (d), and 8.19 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder.

7.03 Failure to Complete. If Developer fails to complete the Project in accordance with the terms of this Agreement, including the dates for commencement and completion of the Project, described in Section 3.1, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and any other agreements to which the City and Developer are parties; and

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.01, BUILD shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to cease all disbursement of City Funds not yet disbursed pursuant hereto and the right to seek reimbursement from BUILD for City Funds paid to BUILD.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide Developer, at Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER.

8.01 General. Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) Each of BUILD and QALICB is an Illinois not-for-profit corporation duly organized, validly existing, qualified to do business in its state of incorporation and in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by each of BUILD and QALICB of this Agreement has been duly authorized by all necessary corporate action, and does not and will not

violate its Articles of Incorporation/Articles of Organization or by-laws/partnership agreement/operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, QALICB shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that Developer is contesting in good faith pursuant to Section 8.15 hereof)

(e) Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Developer which would impair its ability to perform under this Agreement;

(g) Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of BUILD or QALICB, as applicable, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of BUILD and QALICB since the date of Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate, Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business and except for the master lease from QALICB to BUILD; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity, other than in connection with the Lender Financing, including but not limited to the NMTC Loan, the Senior Loan and other financing needed to complete the Project; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition; provided that the City expressly consents to: (i) the NMTC Loan and a guaranty of (a) completion of the Project, and (b) the NMTC Loan and all amounts due and owing by the QALICB in connection therewith, including fees, expenses and interest but excluding principal; (ii) BUILD and QALICB agreeing to indemnify an indirect equity holder in the Investment Fund on account of a recapture or disallowance of the NMTC expected

to be claimed by such party, (iii) an environmental indemnity by QALICB and BUILD for the benefit of the NMTC Lenders and affiliates thereof, and (iv) any other Lender Financing and all guarantees and obligations related to said Lender Financing;

(k) Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except NMTC Loan, Lender Financing, and other financing disclosed in the Project Budget; and

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

(m) neither Developer nor any affiliate of Developer 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. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, 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.

(n) Developer understands that (i) the City Funds are limited obligations of the City, payable solely from moneys on deposit in the Harrison/Central Redevelopment Project Area of the TIF Fund; (ii) the City Funds do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (iii) Developer will have no right to compel the exercise of any taxing power of the City for payment of the City Funds; and (iv) the City Funds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof;

(o) Developer has sufficient knowledge and experience in financial and business matters, including municipal projects and revenues of the kind represented by the City Funds, and has been supplied with access to information to be able to evaluate the risks associated with the receipt of City Funds;

(p) Developer understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in connection with the Lender Financing, the enforcement thereof, or accordance with the terms of Section 16 of this Agreement, and, to

the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement; and

(q) The covenants listed in this Section 8 pertaining to transfers, shall not apply to a transfer of ownership interest from QALICB or BUILD to one of QALICB's or BUILD's subsidiaries or affiliates through a quitclaim deed.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section 8.02 shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan. Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan, which is hereby incorporated by reference into this Agreement.

8.04 Use of City Funds. City Funds disbursed to BUILD shall be used by BUILD solely to pay for (or to reimburse BUILD for Developer's payment for) the TIF-Funded Improvements incurred by Developer as provided in this Agreement.

8.05 Other Bonds. Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any additional bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements (the "Bonds"); provided, however, that any such amendments shall not have a material adverse effect on Developer, any lender providing Lender Financing or the Project. Developer shall, at Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Job Creation Goals and Retention; Operations Covenant; Covenant to Remain in the City. (a) Developer will aspire to create and maintain ninety (90) full-time equivalent, permanent jobs and seventy (70) temporary full-time equivalent, construction jobs at the Project. Developer's failure to reach the afore-stated goals will not constitute an Event of Default under this Agreement.

(b) Intentionally omitted.

(c) Intentionally omitted.

- (d) Developer shall continuously operate the entirety of the Project as (a) a commercial establishment that provides goods and/or services which complement and revitalize the area in which it is located, and which may include, without limitation, social services to at-risk youth, grocery stores, retail establishments, and restaurants that sell food primarily for consumption on premises; (b) cultural establishments that provide, on a permanent or short term (pop up) basis, recreational, social services and/or educational opportunities which complement and revitalize the areas in which it is located; and/or (c) incubation, mentoring, and training of small businesses that otherwise qualify as authorized uses under (a) or (b) above for the duration of the Compliance Period, with the exception of recognized holidays or other closures in the normal course of business. The operations covenant set forth in this Section 8.06(d) shall run with the land and be binding upon any permitted transferee, if any.

During the Compliance Period, the Developer shall, at the time of filing the Annual Compliance Report, to provide DPD with a notarized affidavit certifying to its compliance with this Section 8.06 for the 12 month period ending the day prior to the date of such filing date of such certificate.

8.07 Employment Opportunity. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof.

8.08 Employment Profile. Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

8.09 Prevailing Wage. Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09.

8.10 Arms-Length Transactions. Unless DPD has given its prior written consent with respect thereto, no Affiliate of Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or

employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure of Interest. Developer's counsel has no direct or indirect financial ownership interest in Developer, the Property or any other aspect of the Project.

8.13 Financial Statements. Developer shall obtain and provide to DPD Financial Statements for Developer's fiscal year ending in 2022 and each year thereafter for the Term of the Agreement. In addition, Developer shall submit unaudited Financial Statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.14 Insurance. Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges.

(a) Payment of Non-Governmental Charges. Except for the Permitted Liens, Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. Developer shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such

contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of Developer to any other person or entity. Developer shall immediately notify DPD of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which may create, a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City relating to Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD

of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

(i) Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

8.20 Annual Report(s). (a) prior to the issuance of the Certificate, Developer shall submit to DPD the Annual Compliance Report with the annual requisition form. If the report is not received sixty (60) days prior to the anticipated payment dates, the City will provide written notice to developer, after which the Developer will have ten (10) days to file the report with DPD. Developer's failure to submit the report in a timely manner will result in delay payments of City Funds until any and all deficiencies are cured.

(b) Beginning with the issuance of the Certificate and continuing throughout the Compliance Period, Developer shall submit to DPD the Annual Compliance Report on each anniversary of the Closing Date after the end of the calendar year to which the Annual Compliance Report relates.

8.21 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (b) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Developer represents that it understands and

will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.22 Chicago Sustainable Development Policy. Developer shall provide evidence acceptable to the City that it has complied with the Chicago Sustainable Development Policy for the Project within one year after the date of the issuance of the Certificate.

8.23. FOIA and Local Records Act Compliance.

(a) FOIA. The Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Developer receives a request from the City to produce records within the scope of FOIA, then the Developer covenants to comply with such request within 48 hours of the date of such request. Failure by the Developer to timely comply with such request shall be an Event of Default.

(b) Exempt Information. Documents that the Developer submits to the City under Section 8.21, (Annual Compliance Report) or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. The Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act

8.24 Recapture of TIF Assistance.

(a) Except in connection with any transfer of the Project from QALICB to BUILD or an affiliate thereof, or in connection with a financing related to the end of NMTC Compliance Period of the Project, (1) if the sale, transfer or refinance of the Project or any part thereof occurs during the Compliance Period (each happening being a "Capital Event") while the NMTC Loan is outstanding and QALICB or BUILD is the seller of the Project, BUILD agrees to pay and remit to the City up to an amount equal to 100% of the total amount of City Funds paid to BUILD as of the closing date of such transaction, but not more than the amount of the net proceeds (after repayment of the NMTC Loan) of any such sale, transfer or refinancing (the "Excess Proceeds"), on the closing date of such sale or transfer and (2) if there is a Capital Event after the NMTC Loan is discharged in full and any person or entity other than the QALICB and BUILD is the seller of the Project, then such person or entity agrees to pay and remit to the City up to an amount equal

to 100% of the total amount of City Funds paid to BUILD as of the closing date of such transaction from the Excess Proceeds on the closing date of such sale or transfer.

(b) Any recaptured City Funds received by the City shall be deposited into a separate account within the TIF Fund and shall be used for Redevelopment Project Costs.

(c) Any City Funds subject to recapture that become due and owing to the City pursuant to Section 8.24(a) due to the occurrence of a Capital Event shall be paid by BUILD on the closing date of such Capital Event.

(d) This Section 8.24 shall be in effect until a Capital Event in which Developer is no longer in control of the entire Project. With respect to Capital Event of less than the entire Project, such successor shall not have any obligations or liabilities under this Section 8.24 provided the Developer shall continue to have obligations under this Section 8.24 with respect to the portion of the Project that was not subject to the Capital Event.

(e) This section shall not apply to any refinancing of the Project provided that no funds are disbursed to the Developer.

(f) The Commissioner of DPD shall have discretion to consent to a waiver of the preceding requirement in Section 8.24 (a) if the Excess Proceeds from such a Capital Event are used for the development of a future phase of the Project in the Redevelopment Area, which consent shall be in the Commissioner's sole discretion.

8.25 Employment Plan. As of the Closing Date, the Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters in connection with the construction or rehabilitation work on the Project, including the reports described in Section 8.07. At least thirty (30) days prior to the Closing Date, the Developer has met with the Workforce Solutions division of DPD to review employment opportunities with the Developer after construction or rehabilitation work on the Project is completed. On or before the Closing Date, Developer has provided to DPD, and DPD has approved, the Employment Plan for the Project (the "**Employment Plan Needs Assessment**"). The Employment Plan Needs Assessment includes, without limitation, the Developer's estimates of future job openings, titles, position descriptions, qualifications, recruiting, training, placement and such other information as DPD has requested relating to the Project.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of Developer operating on the Property (collectively, with Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement

with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Construction Worker Employment Requirement. Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver

request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Developer pursuant to Section 2-92-250 of the Municipal Code may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

Developer shall cause or require the provisions of this Section 10.02 to be included in the Construction Contract and all subcontracts related to the Construction Contract.

10.03. MBE/WBE Commitment. Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit H-2 hereto) shall be expended for contract participation by MBEs and by WBEs:

- (1) At least 26 percent by MBEs.
- (2) At least six percent by WBEs.

(b) For purposes of this Section 10.03 only, Developer (and any party to whom a contract is let by Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining Developer's compliance with this MBE/WBE commitment. Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by Developer, on five Business Days' notice, to allow the City to review Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

(f) Any reduction or waiver of Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

(g) Prior to the commencement of the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this

Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

Developer hereby represents and warrants to the City that Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement, and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto and the Redevelopment Plan.

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which Developer, or any person directly or indirectly controlling, controlled by or under common control with Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility.

(b) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$ 500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$2,000,000

per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$ 1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

(i) All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility.

(d) Other Requirements:

Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for Developer to obtain and maintain the specified coverages. Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnites") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnites in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnites shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnites in any manner relating or arising out of:

(i) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, including, be not limited to Section 8.27; or

(ii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any official statement, limited offering memorandum or private placement memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of Developer or any Affiliate of Developer; or

(iv) Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto; provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnites or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by Developer hereunder:

(a) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement or any related agreement;

(b) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under any other agreement with any person or entity if such failure may have a material adverse effect on Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer; provided, however, that if such commencement

of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for Developer, for any substantial part of Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of default under the Lender Financing, which default is not cured within any applicable cure period and with respect to which the applicable lender delivers written notice of its intent to foreclose its mortgage, unless such Lender gives written notice to the City that such lender (or its successors, assigns or designees) shall, upon taking possession of the Property, accept the obligations and liabilities of "Developer" under this Agreement as set forth in Section 16 below;

(i) the dissolution of Developer or the death of any natural person who owns a material interest in Developer;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against Developer or any natural person who owns a material interest in Developer, which is not dismissed within thirty (30) days, or the indictment of Developer or any natural person who owns a material interest in Developer, for any crime (other than a misdemeanor);

(k) Notwithstanding the covenants contained in Section 8.01 (j), prior to the issuance of the Certificate, the sale or transfer of all of the ownership interests of Developer without the prior written consent of the City;

(l) the failure of Developer, or the failure by any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to Developer, to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer; or

(m) the failure of Developer to obtain the Certificate prior to the second anniversary of the Closing Date, or

(n) failure of the Developer to submit the Annual Compliance Report to the City within 60 days after each anniversary of the Closing Date during the Compliance Period as provided in Section 8.20.

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in Developer shall be one owning in excess of ten (10%) of Developer's membership interests.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, and seek reimbursement of any City Funds from BUILD. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages from BUILD, injunctive relief or the specific performance of the agreements contained herein.

Upon the occurrence of an Event of Default under Section 15.01 (n), BUILD shall be obligated to pay to the City the amount of \$10,000 as liquidated damages, and not as a penalty, which such payment shall be required no more often than once per calendar year. Any payment of liquidated damages by Developer shall not relieve Developer of its obligation under Section 8.20.

Upon the occurrence of an Event of Default under Section 15.01 (n) where the City intends to exercise the remedy to terminate this Agreement, suspend disbursement of City Funds, or reduce any payments under this Agreement, the City shall provide notice and an opportunity to cure as provided in Section 15.04(b).

Upon the occurrence of an Event of Default because of failure to comply with Section 8.22, Chicago Sustainable Development Policy, the City's remedy shall be the right to reduce the amount of City Funds by \$250,000.

15.03 Curative Period. In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event Developer shall fail to perform a non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that there shall be no notice or cure period for the Developer under this Section 15.03 with respect to Developer's failure to comply with the operation covenant in Section 8.06 (d) and Developer's failure to submit the Annual Compliance Report by the time specified in Section 8.20 hereof. Notwithstanding the foregoing contained in this Section in the event Developer shall fail to perform a non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred to the extent Developer is unable to perform such requirement as a result of a government mandated construction freeze.

15.04 Lender Notice and Cure Right. To the extent that Lender Financing and/or any other Project financing is derived from a tax credit investment, including but not limited to the New Markets Tax Credit and the Low-Income Housing Tax Credits, in the event that an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in the termination of this Agreement or the cancellation, suspension, or reduction of any payment due from the City under this Agreement, the City shall send notice of such intended exercise to each of the lenders providing the Lender Financing, and each of the lenders providing the Lender Financing shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

(a) if the Event of Default is a monetary default, any party entitled to cure such default may cure it within 30 days after the later of: (i) the expiration of the cure period, if any, granted to the Developer with respect to such monetary default; or (ii) receipt by the lenders of such notice from the City; and

(b) if the Event of Default is of a non-monetary nature, any party entitled to cure such default shall have the right to cure it within 30 days after the later of: (i) the expiration of the cure period, if any, granted to the Developer with respect to such non-monetary default; or (ii) receipt of such notice from the City; provided, however, that if such non-monetary default is not reasonably capable of being cured by the lenders within such 30-day period, such period shall be extended for such reasonable period of time as may be necessary to cure such default, provided that the party seeking such cure must continue diligently to pursue such cure and, if possession of the Project is necessary to effect such cure, the party seeking such cure must have instituted appropriate legal proceedings to obtain possession to the extent such party has the right to do so.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing, including, but not limited to the NMTC Loan and the Senior Loan) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City and any Existing Mortgage is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of rights and remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party

shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee or designee thereof or foreclosure purchaser shall succeed to Developer's interest in the Property or any portion thereof or otherwise succeed to Developer's interest in the collateral provided for such loan pursuant to the exercise of rights and remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer"; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer which accrued prior to the time such party succeeded to the interest of Developer under this Agreement, in which case Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage or designee thereof or foreclosure purchaser does not expressly accept an assignment of Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DPD.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the City: City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner	If to Developer: B.U.I.L.D. Incorporated BUILD Support Corporation 5100 West Harrison Chicago, Illinois 60644 Attention: Adam Alonso Email: adamalonso@buildchicago.org
With Copies To:	With Copies To: Applegate & Thorne-Thomsen, P.C. 425 S. Financial Place, Suite 1900 Chicago, Illinois 60605

<p>City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division</p>	<p>Attention: Nick Brunick Email: nbrunick@att-law.com</p>
<p>If to NMTC Lender:</p> <p>CNMC Sub-CDE 206, LLC c/o JPMorgan Chase Bank, N.A. Mail Code IL 1-0953 10 S. Dearborn Street, 19th Floor Chicago, IL 60603 Attention: NMTC Asset Manager Email: nmtc.reporting@chase.com</p> <p>CDF Suballocatee XLIV, LLC c/o Chicago Development Fund, c/o Department of Planning and Development, City of Chicago, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602 Attention: Commissioner, Department of Planning and Development Facsimile: (312) 747-9207 Attention: Managing Deputy Commissioner for Bureau of Economic Development Department of Planning and Development</p> <p>IFF Capital 35 LLC 333 S. Wabash Avenue, Suite 2800 Chicago, Illinois 60604 Attention: Charlie Biggam Email: cbiggam@iff.org</p> <p>New Markets Investment 142, LLC c/o New Markets Support Company, LLC 168 N. Clinton Street, 4th Floor Chicago, Illinois 60661 Attention: Matthew Huber, Senior Vice President and Mark King, Vice President Email: mhuber@newmarkets.org and mking@newmarkets.org</p> <p>With Copies To:</p> <p>Dentons US LLP 233 South Wacker Drive, Suite 5900</p>	

<p>Chicago, Illinois 60606 Attention: Jonathan M. Kaden Email: jonathan.kaden@dentons.com</p> <p>Perkins Coie LLP 110 North Wacker Drive, Suite 3400 Chicago, IL 60606-1511 Attention: Bruce Bonjour Email: BBonjour@perkinscoie.com</p> <p>Stinson LLP 1201 Walnut Street, Suite 2900 Kansas City, Missouri 64106 Attention: Ryan C. Brunton Email: ryan.brunton@stinson.com</p> <p>and</p> <p>Future Unlimited Law, PC P.O. Box 2776 Yelm, Washington 98597 Attention: Ruth Sparrow Email: rsparrow@futureunlimitedlaw.com</p>	
<p>If to Senior Lender: JPMorgan Chase Bank, N.A. Chase Tower/Mail Code IL 1-0953 10 South Dearborn Street Chicago, Illinois 60603 Attn: John D. Bernhard</p> <p>IFF 333 S. Wabash Avenue, Suite 2800 Chicago, Illinois 60604 Attention: Charlie Biggam Email: cbiggam@iff.org</p> <p>With Copies To:</p> <p>JPMorgan Chase Bank, N.A. 4 New York Plaza, 19th Floor Mail Code: NY1-E092 Attn: CDRE Counsel New York, NY 10004</p> <p>And</p>	

<p>Kutak Rock LLP 8601 N. Scottsdale Road, Suite 300 Scottsdale, Arizona 85253 Attn: Heather Aeschleman</p> <p>And</p> <p>Stinson LLP 1201 Walnut Street, Suite 2900 Kansas City, Missouri 64106 Attention: Ryan C. Brunton Email: ryan.brunton@stinson.com</p>	
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Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement the Redevelopment Plan without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than one hundred eighty (180) days.

18.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

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

18.10 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, such ordinance(s) shall prevail and control.

18.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.12 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.13 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of

the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.14 Assignment. Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. The City hereby consents to the execution and delivery of a Collateral Assignment in favor of any lender holding Lender Financing. Any successor in interest to Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 Real Estate Provisions and 8.23 (Survival of Covenants) hereof, for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.16 Force Majeure. Neither the City nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.19 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses,

including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.20 Business Relationships. Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer 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 that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code)(a "Financial Interest"), 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 any person with whom the elected City official or employee has a business relationship that creates a Financial Interest, 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 that creates a Financial Interest, 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 shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer 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 transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

B.U.I.L.D. INCORPORATED,
an Illinois not for profit corporation

By: _____
Name: Adam Alonso
Its: Executive Director

5/23/2022

REPORTS OF COMMITTEES

47299

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Adam Alonso, personally known to me to be the Executive Director of B.U.I.L.D. Incorporated, an Illinois not-for-profit corporation (the "Developer"), 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 acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 2022.

Notary Public

My Commission Expires_____

(SEAL)

BUILD SUPPORT CORPORATION,
an Illinois not for profit corporation

By: _____
Name: Siobhan Sanders
Its: President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Siobhan Sanders personally known to me to be the President of BUILD Support Corporation, an Illinois not-for-profit corporation (the "Developer"), 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 acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 2022.

Notary Public

My Commission Expires_____

(SEAL)

CITY OF CHICAGO

By: _____
Maurice D. Cox,
Commissioner
Department of Planning and Development

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Maurice D. Cox, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), 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 acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____th day of _____, 2022.

Notary Public

My Commission Expires _____

(Sub)Exhibit "B".
(To B.U.I.L.D., Incorporated Redevelopment Agreement)

Property.

[Subject To Survey And Title Insurance]

That part of Lots 78 and 79 lying south of the south line of West Congress Parkway in School Trustees' Subdivision of the north part of Section 16, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

5100 West Harrison Street
Chicago, Illinois 60644.

Parcel Number:

16-16-223-004-0000.

(Sub)Exhibit "C".
(To B.U.I.L.D., Incorporated Redevelopment Agreement)

TIF-Funded Improvements.

See Attached.

Note: Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03 and shall not exceed the lesser of \$2,500,000 or 11.91 percent of the Project Budget.

TIF-Funded Improvements attached reads as follows:

TIF-Funded Improvements.

USES OF FUNDS	TOTALS	RENOVATION	% of TOTAL	TIF Eligible
% of Costs Allocation		0.22		
Acquisition & Holding Costs	0			
Acquisition Costs				
Holding Costs (Insurance, etc.)	-	-		0
Hard Cost				
Environmental Remediation (Prior remediation)	127,739	28,103		
Environmental Remediation (Soil removal)	200,000	44,000	0.95%	0
Demolition	-	-	0.00%	0
Construction	12,985,837	2,856,884	61.81%	2,856,884
General Conditions	763,939	168,067	3.64%	168,067
Overhead (need breakout)	-	-	0.00%	0
Contractor Profit	312,464	68,742	1.49%	68,742
GC Liability Insurance	137,498	30,250	0.65%	30,250
Performance Bond	120,698	26,554	0.57%	26,554
Contingency (10%)	1,439,974	316,794	6.85%	316,794
Total Hard Costs & Contingency	16,088,148	3,539,393	76.58%	3,467,290
Total Acquisition and Hard Costs	16,088,148	3,539,393	76.58%	3,467,290
SOFT COSTS				
Professional Services				
Architectural Design	645,750	142,065	3.07%	142,065
Architectural Design - Conceptual Services	21,500	4,730	0.10%	0
Architect - Construction Observation	189,000	41,580	0.90%	41,580
Architects Reimbursable	3,000	660	0.01%	660
Owners Rep. Construction Mgmt. (ProBono)	-	-	0.00%	0
Energy Modeling	10,000	2,200	0.05%	2,200
Building Permit	40,000	8,800	0.19%	8,800
Permit Expeditor	14,000	3,080	0.07%	3,080
Landscape Deposit	21,020	4,624	0.10%	0
Civil Engineering	-	-	0.00%	0
Site Testing & Underground Scope	58,980	12,976	0.28%	12,976
Site Utilities (AT&T, ComED, Water, etc.)	402,870	88,631	1.92%	88,631
Financial Consultant	100,000	22,000	0.48%	22,000
NMTC Consultant	-	-	0.00%	0
TIF Consultant	-	-	0.00%	0
Zoning Appraisal/As-Built	10,000	2,200	0.05%	2,200
Environmental (Phase I&II, Reliance Letter)	10,000	2,200	0.05%	2,200
Environmental Engineer & IEPA	-	-	0.00%	0
Asbestos & Lead Report	-	-	0.00%	0
Asbestos Remediation	13,500	13,500	0.06%	13,500
Soil Test (Geotechnical)	10,000	2,200	0.05%	2,200
Survey	12,000	2,640	0.06%	2,640
Market Study	3,000	660	0.01%	660

USES OF FUNDS	TOTALS	RENOVATIONS	% OF TOTAL	TIF ELIGIB
Furniture & Fixtures	1,021,587	224,749	4.86%	
AV Consultant	-	-	0.00%	
IT/Telecommunication/Security/Fire Alarm	250,000	55,000	1.19%	55,000
Low Voltage Consultant	192,422	42,333	0.92%	42,333
Kitchen/Café Equipment	343,546	75,580	1.64%	
Makers Lab/Campus Technology Equipment	116,000	25,520	0.55%	
Site Security During Construction	192,000	42,240	0.91%	42,240
Accounting/Audit	10,000	2,200	0.05%	2,200
Accounting/Post Const. Audit	10,400	2,288	0.05%	2,288
Other Soft Costs				
Title/Recording/Settlement Fees	25,000	5,500	0.12%	5,500
Legal Fee Borrower	50,000	11,000	0.24%	11,000
Escrows				
Insurance During Construction	65,000	-	0.31%	-
Insurance Escrow	27,500	-	0.13%	-
Financing Costs				
Application Fees	-	-	0.00%	-
Predevelopment Loan Interest and Expenses	96,000	21,120	0.46%	21,120
Bridge Loan Origination Fee	12,500	2,750	0.06%	2,750
Lender Origination Fee (Conversion)	-	-	0.00%	-
Bridge Lender Legal Fees	25,000	5,500	0.12%	5,500
Bridge Lender Borrower Fees	15,000	3,300	0.07%	3,300
Financial Consultant	30,000	6,600	0.14%	6,600
Construction/Bridge Loan Interest	611,745	134,584	2.91%	134,584
Bridge Loan Closing Cost Contingency	25,000	5,500	0.12%	5,500
Lenders Inspection Fees	22,395	4,927	0.11%	4,927
Developer Fee's				
Developer Fee	-	-	0.00%	0
Soft Cost Contingency	213,869	47,051	1.02%	0
Total Soft Costs	4,919,584	2,361,400	23.42%	690,234
Subtotal Uses of Funds	21,007,732	5,900,793	100.00%	4,157,524
Capitalized Bridge Loan Interest (See Above)	-	-	0.00%	0
TOTAL USES OF FUNDS	21,007,732	5,900,793	100.00%	4,157,524

(Sub)Exhibit "G".

(To B.U.I.L.D., Incorporated Redevelopment Agreement)

Permitted Liens.

1. Liens Or Encumbrances Against The Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against Developer or the Project, other than liens against the Property, if any; provided that BUILD is providing a lien against its assets to Senior Lender as collateral for the Senior Loan.

(Sub)Exhibit "H-1".
(To B.U.I.L.D., Incorporated Redevelopment Agreement)

Project Budget.

USES OF FUNDS	TOTALS	RENOVATION	% of TOTAL
% of Costs Allocation		0.22	
Acquisition & Holding Costs	0		
Acquisition Costs			
Holding Costs (Insurance, etc.)	-	0	0.00%
Hard Cost			
Environmental Remediation (Prior remediation)	127,738.75	28,103	
Environmental Remediation (Soil removal)	200,000.00	44,000	0.95%
Demolition	-	0	0.00%
Construction	12,985,837.00	2,856,884	61.81%
General Conditions	763,939.00	168,067	3.64%
Overhead (need breakout)	-	0	0.00%
Contractor Profit	312,464.21	68,742	1.49%
GC Liability Insurance	137,497.74	30,250	0.65%
Performance Bond	120,698.00	26,554	0.57%
Contingency (10%)	1,439,973.79	316,794	6.85%
Total Hard Costs & Contingency	16,088,148.49	3,539,393	76.58%
Total Acquisition and Hard Costs	16,088,148.49	3,539,393	76.58%
SOFT COSTS			
Professional Services			
Architectural Design	645,750.00	142,065	3.07%
Architectural Design - Conceptual Services	21,500.00	4,730	0.10%
Architect - Construction Observation	189,000.00	41,580	0.90%
Architects Reimbursable	3,000.00	660	0.01%
Owners Rep. Construction Mgmt. (ProBono)	-	0	0.00%
Energy Modeling	10,000.00	2,200	0.05%
Building Permit	40,000.00	8,800	0.19%
Permit Expeditor	14,000.00	3,080	0.07%
Landscape Deposit	21,020.00	4,624	0.10%
Civil Engineering	-	0	0.00%
Site Testing & Underground Scope	58,980.00	12,976	0.28%
Site Utilities (A/T&T, Com&D, Water, etc.)	402,870.00	88,631	1.92%
Financial Consultant	100,000.00	22,000	0.48%
NMTC Consultant	-	0	0.00%
TIF Consultant	-	0	0.00%
Zoning Appraisal/As-Built	10,000.00	2,200	0.05%
Environmental (Phase I&II, Reliance Letter)	10,000.00	2,200	0.05%
Environmental Engineer & IEPA	-	0	0.00%
Asbestos & Lead Report	-	0	0.00%
Asbestos Remediation	13,500.00	13,500	0.06%
Soil Test (Geotechnical)	10,000.00	2,200	0.05%
Survey	12,000.00	2,640	0.06%
Market Study	3,000.00	660	0.01%
Furniture & Fixtures	1,021,587.00	224,749	4.86%
AV Consultant	-	0	0.00%
IT/Telecommunication/Security/Fire Alarm	250,000.00	55,000	1.19%
Low Voltage Consultant	192,421.58	42,333	0.92%
Kitchen/Cafe Equipment	343,546.00	75,580	1.64%
Makers Lab/Campus Technology Equipment	116,000.00	25,520	0.55%
Site Security During Construction	192,000.00	42,240	0.91%
Accounting/Audit	10,000.00	2,200	0.05%
Accounting/Post Const. Audit	10,400.00	2,288	0.05%
Other Soft Costs			
Title/Recording/Settlement Fees	25,000.00	5,500	0.12%
Legal Fee Borrower	50,000.00	11,000	0.24%
Escrows			
Real Estate Taxes Escrow	-	-	0.00%
Real Estate Taxes During Construction	-	-	0.00%
Insurance During Construction	65,000.00	-	0.31%
Insurance Escrow	27,500.00	-	0.13%
Financing Costs			
Application Fees	-	-	0.00%
Predevelopment Loan Interest and Expenses	96,000.00	21,120	0.46%
Bridge Loan Origination Fee	12,500.00	2,750	0.06%
Lender Origination Fee (Conversion)	-	0	0.00%
Bridge Lender Legal Fees	25,000.00	5,500	0.12%
Bridge Lender Borrower Fees	15,000.00	3,300	0.07%
Financial Consultant	30,000.00	6,600	0.14%
Construction/Bridge Loan Interest	611,745.00	134,584	2.91%
Bridge Loan Closing Cost Contingency	25,000.00	5,500	0.12%
Lenders Inspection Fees	22,395.00	4,927	0.11%
Project Reserves & Allowances			
Lease Up Reserve	-	-	0.00%
Replacement Reserve	-	-	0.00%
Operating Reserves	-	-	0.00%
Developer Fee's			
Developer Fee	-	-	0.00%
Soft Cost Contingency	213,869.00	47,051	1.02%
Total Soft Costs	4,919,583.58	2,361,400	23.42%
Subtotal Uses of Funds	21,007,732.07	5,900,793	100.00%
Capitalized Bridge Loan Interest (See Above)	-	-	0.00%
TOTAL USES OF FUNDS	21,007,732.07	5,900,793	100.00%

(Sub)Exhibit "H-2".
(To B.U.I.L.D., Incorporated Redevelopment Agreement)

MBE/WBE Budget.

Hard Costs: \$16,088,148

Soft Costs: \$859,250 -- based on the Architectural Numbers below
\$16,947,398

MBE at 26 percent = \$4,406,323

WBE at 6 percent = \$1,016,843

Architectural Design	645,750.00
Architectural Design -- Conceptual Services	21,500.00
Architect -- Construction Observation	189,000.00
Architects Reimbursable	3,000.00

(Sub)Exhibit "J".
(To B.U.I.L.D., Incorporated Redevelopment Agreement)

Opinion Of Developer's Counsel.

[To Be Retyped On Developer's Counsel's Letterhead]

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to B.U.I.L.D., Incorporated, an Illinois not-for-profit corporation, and BUILD Support Corporation, an Illinois not-for-profit corporation ("QALICB") (collectively, the "Developer"), in connection with complete rehabilitation of an approximately 10,800-square-foot building and construction of an approximately 39,000-square-foot

addition to be used as a multi-purpose community center at 5100 West Harrison Street, Chicago, Illinois located in the Harrison/Central Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

- (a) B.U.I.L.D., Incorporated Redevelopment Agreement (the "Agreement") of even date herewith, executed by Developer and the City of Chicago (the "City");
- (b) the Escrow Agreement of even date herewith executed by Developer;
- (c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and
- (d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

- (a) the original or certified, conformed or photostatic copies of Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which Developer is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project [revise if Developer is not a corporation]; and
- (b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of [incorporation] [organization], has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign [corporation] [entity] under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, Developer's [Articles of Incorporation or Bylaws] [describe any formation documents if Developer is not a corporation] or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which Developer is a party or by which Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of Developer.

4. Each of the Documents to which Developer is a party has been duly executed and delivered by a duly authorized officer of Developer, and each such Document constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto (a) identifies each class of capital stock of Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of Developer. Each outstanding share of the capital stock of Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against Developer or affecting Developer or its property, or seeking to restrain or enjoin the performance by Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof.

To the best of our knowledge after diligent inquiry, Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by Developer or any other party under any material contract, lease, agreement, instrument or commitment to which Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

[Note: include a reference to the laws of the state of incorporation/organization of Developer, if other than Illinois.]

This opinion is issued at Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

(Sub)Exhibit "L".
(To B.U.I.L.D., Incorporated Redevelopment Agreement)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, B.U.I.L.D., Incorporated, an Illinois not-for-profit corporation ("BUILD"), hereby certifies that with respect to that certain B.U.I.L.D., Incorporated Redevelopment Agreement between BUILD and QALICB, collectively being referred as "Developer", and the City of Chicago dated _____, _____ (the "Agreement"):

A. Expenditures for the Project, in the total amount of \$ _____, have been made:

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the City to date:

\$ _____

C. BUILD requests reimbursement for the following cost of TIF-Funded Improvements:

\$_____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. BUILD hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and Developer (as defined in the Agreement) is in compliance with all applicable covenants contained herein.

2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

B.U.I.L.D., Incorporated

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____.

My commission expires: _____

(Sub)Exhibit "M".
(To B.U.I.L.D., Incorporated Redevelopment Agreement)

Form Of Subordination Agreement.

This Subordination Agreement ("Agreement") is made and entered into as of the day of _____, _____ between the City of Chicago, a municipal corporation, by and through its Department of Planning and Development (the "City"), [Name Lender], a [national banking association] (the "Lender").

Witnesseth:

Whereas, BUILD Support Corporation, an Illinois not-for-profit corporation ("QALICB"), owns certain real property located within the Redevelopment Area at 5100 and 5112 West Harrison Street, Chicago, Illinois 60644 (the "Property") and together with B.U.I.L.D., Incorporated, an Illinois not-for-profit corporation ("BUILD"), collectively (the "Developer"), the Developer shall complete rehabilitation of the core and shell of an approximately 10,800-square-foot building and construct an approximately 39,000-square-foot addition thereon (collectively, the "Facility") which will house a community center to serve youth in the surrounding area. The community center will contain activity rooms, a gym, running track, fitness center, lounge, game room and other amenities. The Facility and related improvements (including but not limited to those TIF-Funded Improvements, as defined in the Redevelopment Agreement) are collectively referred to as the ("Project"). The Project will also include office space for BUILD's operations; and

Whereas, QALICB will lease the Project to BUILD; and

Whereas, [describe financing and security documents](all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents"); and

Whereas, Developer desires to enter into a certain Redevelopment Agreement dated the date hereof with the City in order to obtain additional financing for the Project (the "Redevelopment Agreement", referred to herein along with various other agreements and documents related thereto as the "City Agreements"); and

Whereas, Pursuant to the Redevelopment Agreement, Developer will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections 8.02, 8.06(d) and 8.19 of the Redevelopment Agreement (the "City Encumbrances"); and

Whereas, The City has agreed to enter into the Redevelopment Agreement with Developer as of the date hereof, subject, among other things, to (a) the execution by Developer of the Redevelopment Agreement and the recording thereof as an encumbrance against the Property; and (b) the agreement by the Lender to subordinate their respective liens under the Loan Documents to the City Encumbrances;

Now, Therefore, For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender and the City agree as hereinafter set forth:

1. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit the Lender's right to (a) receive, and Developer's obligation to make, payments and prepayments of principal and interest on the Note or any other amounts payable pursuant to the Loan Documents, or (b) exercise its rights and remedies pursuant to the Loan Documents except as provided herein. The City acknowledges that each mortgage entered into by Lender pursuant to Lender Financing, as that term is defined in the Redevelopment Agreement, shall be deemed to be a Permitted Mortgage, as such term is defined in the Redevelopment Agreement.

2. Notice Of Default. The Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of Developer's default in connection therewith. Under no circumstances shall Developer or any third party be entitled to rely upon the agreement provided for herein.

3. Waivers. No waiver shall be deemed to be made by the City or the Lender of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.

4. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If To The City:

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

with copies to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

If To The Lender: _____

with copies to: _____

If To Developer:

B.U.I.L.D., Incorporated
BUILD Support Corporation
5100 West Harrison Street
Chicago, Illinois 60644
Attention: Adam Alonso
Email: adamalonso@buildchicago.org

with copies to:

Applegate & Thorne-Thomsen, P.C.
425 South Financial Place, Suite 1900
Chicago, Illinois 60605
Attention: Nick Brunick
Email: nbrunick@att-law.com

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

In Witness Whereof, This Subordination Agreement has been signed as of the date first written above.

[Lender], [a national banking association]

By: _____

Its: _____

City of Chicago

By: _____

Its: Commissioner,
Department of Planning and
Development

Acknowledged and agreed to this
_____ day of _____, _____.

[Developer], a _____

By: _____

Its: _____

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a notary public in and for the County and State aforesaid, Do Hereby Certify That Maurice D. Cox, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago, Illinois (the "City") 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 acknowledged that as such Commissioner, (s)he signed and delivered the said instrument pursuant to authority, as his/her free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, _____.

Notary Public

My Commission Expires: _____.

[Seal]

State of Illinois)
) SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, Do
Hereby Certify That _____, personally known to me to be the
_____ of [Lender], a _____, 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 acknowledged that he/she signed, sealed and delivered said
instrument, pursuant to the authority given to him/her by Lender, as his/her free and
voluntary act and as the free and voluntary act of the Lender, for the uses and purposes
therein set forth.

Given under my hand and notarial seal this _____ day of _____, _____.

Notary Public

My Commission Expires: _____.

[Seal]

SETTLEMENT AGREEMENT REGARDING CASE OF *DANIEL TAYLOR V. CITY OF CHICAGO*.

[Or2022-132]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case:

Daniel Taylor v. City of Chicago, cited as 14 CV 0737 (N.D. Ill.) J. Lee, in the amount of \$14,250,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Daniel Taylor v. City of Chicago*, cited as 14 CV 0737 (N.D. Ill.) J. Lee, in the amount of \$14,250,000.

SETTLEMENT AGREEMENT REGARDING CASE OF BRUNILDA TORRES, AS INDEPENDENT ADMINISTRATOR OF THE ESTATE OF JOSE ANGEL FELIPE NIEVES, DECEASED V. CITY OF CHICAGO AND CITY OF CHICAGO POLICE OFFICER LOWELL HOUSER.

[Or2022-133]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Brunilda Torres, as Independent Administrator of the Estate of Jose Angel Felipe Nieves, Deceased v. City of Chicago and City of Chicago Police Officer Lowell Houser*, cited as 17 C 88 (Northern District of Ill.) J. Kennelly, in the amount of \$1,898,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Brunilda Torres, as Independent Administrator of the Estate of Jose Angel Felipe Nieves, Deceased v. City of Chicago and City of Chicago Police Officer Lowell Houser*, cited as 17 C 88 (Northern District of Ill.) J. Kennelly, in the amount of \$1,898,000.

PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

[Or2022-131]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim as follows:

[List of claimants printed on pages 47320
and 47321 of this *Journal*.]

City Of Chicago
Journal Report for City Council GL Claims
May 25, 2022

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
Claimant Type Desc: Property(7)									
LOMEZ	SILVIA	6601 S. KOMENSKY AVE.	CHICAGO	IL	60629	06/06/2019	\$784.00	Claimant	6601 S KOMENSKY AVE.
LEAVER	ALVORNA	7846 S. INDIANA AVE.	CHICAGO	IL	60619	06/23/2020	\$250.00	Claimant	7846 S INDIANA AVE.
Total of Split Claims:		Number 2	Amount \$1,034.00						
Claimant Type Desc: Vehicle(8)									
ARCENAS	MARIA	2114 N. KARLOV AVE.	CHICAGO	IL	60639	09/24/2021	\$409.00	Claimant	3045 N CENTRAL AVE.
ARCENAS	MARIA	2114 N. KARLOV AVE.	CHICAGO	IL	60639	09/24/2021	\$195.20	DEPARTMENT OF REVENUE	3045 N CENTRAL AVE.
ELTRAN	RAYMOND	54 WASHINGTON BLVD. APT. 101	MUNDELEIN	IL	60060	12/08/2021	\$466.79	Claimant	3200 N LAKE SHORE DRIVE
CONTRERAS	JOSE	1215 S 50TH AVE	CICERO	IL	60804	12/03/2020	\$248.09	Claimant	1440 W CERMAK RD
MORTIS	MAXIMILLIAN	2712 N. HERMITAGE AVE.	CHICAGO	IL	60614	12/08/2021	\$145.33	Claimant	2716 N PAULINA ST
LECHANT	ERIC	5329 N OLCOTT	CHICAGO	IL	60656	09/29/2019	\$1,643.93	Claimant	5329 N OLCOTT
LETCHER	AUSTIN	1200 CINNAMON HILL LN #103	COLUMBIA	MO	65201	10/14/2021	\$567.48	Claimant	1251 W FARWELL
ORAJTER	MEGHAN	5011 N ROCKWELL ST #1	CHICAGO	IL	60625	02/08/2020	\$310.75	Claimant	2565 W GRANVILLE
RANKLIN	KESHUNA	9555 SOUTHWEST HIGHWAY	OAK LAWN	IL	60453	02/24/2019	\$100.93	Claimant	299 E MONROE ST
AINES	ROBERT	143 N CENTER ST	BENSENVILLE	IL	60106	12/17/2021	\$721.95	Claimant	5823 W CORCORAN PL
LAYWOOD	LATOSHA	6332 S. LAFLIN ST.	CHICAGO	IL	60636	12/31/2021	\$86.41	Claimant	7901 S DAMAEN AVE.
AMBLE	MICHAEL	1128 W ALBION AVE	CHICAGO	IL	60626	11/18/2021	\$911.66	Claimant	3100 N LAKE SHORE DR
MARKS	STEPHANIE	2933-A NORTH HERMITAGE AVE.	CHICAGO	IL	60657	09/03/2020	\$1,741.72	Claimant	2740 N DAMEN AVE.
MEKONEN	ENDALE	4425 MADISON	SKOKIE	IL	60076	02/05/2022	\$211.87	Claimant	5200 N LAKE SHORE DR
MOORE SALAAM	KATRINA	7322 S BENNETT AVE	CHICAGO	IL	60649	07/05/2021	\$110.39	DEPARTMENT OF REVENUE	4700 S LAKE SHORE DR
MANICI	THOMAS	1330 W MONROE ST #207	CHICAGO	IL	60607	01/28/2022	\$34.04	Claimant	800 W CHICAGO
OWELL	NIKKI	827 BRUMMEL ST #1	EVANSTON	IL	60202	12/06/2021	\$129.85	Claimant	3100 N LAKE SHORE DR
REYNOLDS	CHAREA	3007 W 77TH ST	CHICAGO	IL	60652	10/12/2021	\$164.62	Claimant	4158 W 83RD ST
SHELLEY	TINA	3426 ARDEN AVE #2	BROOKFIELD	IL	60513	09/02/2019	\$290.93	Claimant	400 N PAULINA
THOMAS	SANDRA	8040 S TRUMBULL AVE	CHICAGO	IL	606522546	09/12/2021	\$331.48	Claimant	215 N CANAL ST
WILLIAMS	DENORRIS	2502 W. 60TH ST. #1E	CHICAGO	IL	60629	12/04/2019	\$733.37	DEPARTMENT OF REVENUE	1957 W 62ND ST
Hil State / Alexander		C/O J.P McFADDEN LAW GROUP,	CHICAGO	IL	60602	01/31/2021	\$2,425.82	Claimant	8803 S ADA ST.

5/23/2022

REPORTS OF COMMITTEES

47321

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
<i>State Farm / Grantz</i>		CRU - SUBROGATION	ATLANTA	GA	303486172	05/30/2021	\$1,201.98	Claimant	111 S HALSTED
<i>State Co / Ester</i>		SUBRO DEPT - PO BOX 30	EAST	NY	11731	03/19/2019	\$122.00	DEPARTMENT OF REVENUE	5343 W LELAND AVE
<i>State Co / Ester</i>		SUBRO DEPT - PO BOX 30	EAST	NY	11731	03/19/2019	\$1,262.98	Claimant	5343 W LELAND AVE
Total of Split Claims:		Number	Amount						
		25	\$14,969.18						
Total of Split Claims:		Number	Amount						
		27	\$15,802.18						

Do Not Pass -- CLAIMS FOR VARIOUS REFUNDS.

[CL2022-512]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred on May 29, 2019 and on subsequent dates, sundry claims for various refunds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

[List of claimants printed on page 47323
of this *Journal*.]

City Of Chicago
Denied Claims by Claim Name

Denied Date: 05/25/2022

5/23/2022

REPORTS OF COMMITTEES

47323

Claimant Name	Introduced to City Council
ALLSTATE A/S/O ARROYO,	09/09/2020
BARNES, SABRINA	05/26/2021
CARPENTER, CURTIS W	05/20/2020
CLARK, YULONDA R	04/27/2022
COMP, DAVID J	09/14/2021
DIRECT AUTO INSURANCE A/S/O	04/27/2022
GEICO CASUALTY A/S/O LEFLORE	04/27/2022
GRAYSON, HENRY	04/27/2022
HART, JILL M	04/27/2022
KAGAN, JORDAN M	02/19/2020
LISSNER, GLORIA P	09/14/2021
MORRIS, ANTHONY S	04/27/2022
MUELLER, ERICA R	03/24/2021
MYSZKOWSKI, MARIE J	04/27/2022
OMORI, ALAN J	05/29/2019
PHOENIX LOSS CONTROL A/S/O	09/18/2019
RAMASAUSKIENE, ZIVILE	04/27/2022
SAMORA, MARK A	04/27/2022
SMALL, THOMAS G	07/24/2019
STATE FARM A/S/O BECKETTE,	12/15/2021
STATE FARM A/S/O SPRATT,	04/21/2021
STATE FARM INSURANCE A/S/O	06/25/2021
VALLORTIGARA, DEBRA	12/15/2021

Placed On File -- JUDGMENT AND SETTLEMENT REPORT FOR MONTH OF APRIL 2022.

[F2022-32]

The Committee on Finance submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication transmitting a list of cases in which judgments or settlements were entered into for the month of April 2022, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the communication transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,
Chairman.

On motion of Alderman Waguespack, the committee's recommendation was *Concurred In* and said list of cases and report were *Placed on File*.

COMMITTEE ON AVIATION.

EXECUTION OF CONCESSION AGREEMENTS WITH VARIOUS ENTITIES AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

[O2022-1215]

The Committee on Aviation submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Aviation, for which a virtual meeting was held May 13, 2022, to consider the following ordinance, O2022-1215, concession agreements at Chicago O'Hare International Airport for individual leasing and licensing with Host International, Inc., MRG Chicago LLC and Chicago Hospitality Partners LLC; and separate remote web platform license agreement with Grab Chicago JV LLC for concession delivery services, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a roll call vote of the members of the committee.

Respectfully submitted,

(Signed) MATTHEW J. O'SHEA,
Chairman.

On motion of Alderman O'Shea, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government as defined in Article VII, § 6(a) of the Illinois Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns and operates Chicago O'Hare International Airport ("Airport") and possesses the power and authority to lease its premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, The Airport provides its employees, airport-tenants' employees, air carrier passengers, and members of the public with many amenities, such as shopping, dining, and other service needs; and

WHEREAS, To provide first-class service and a broad variety of quality concessions to passengers and employees and business opportunities for airport concessions disadvantaged business enterprises, the City issued a request for proposals that included five (5) packages totaling eight (8) locations to provide additional food, beverage, and retail offerings in Terminal 3 and Terminal 5 of the Airport; and

WHEREAS, The City desires to enter into lease and license agreements (each an "Agreement") with each of Host International, Inc.; MRG Chicago LLC; and Chicago Hospitality Partners LLC (each a "Concessionaire"), for the respective Concessionaire to operate one or more food and beverage or specialty retail and travel essential concessions at the Airport substantially in the form of agreements attached hereto as Exhibits A-1 through A-3, respectively; and

WHEREAS, To enhance customer service by providing passengers and employees the ability to order food, beverages, and retail items directly for pickup or delivery through the use of an electronic platform, the City issued a request for proposals for electronic self-ordering and delivery services for concessions at the Airport; and

WHEREAS, The City desires to enter into a license agreement with Grab Chicago JV LLC, to provide a mobile, remote self-ordering, and on-demand delivery service for concessions through its web ordering platform at the Airport substantially in the form of the agreement attached hereto as Exhibit A-4; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. The Mayor or the Mayor's proxy is hereby authorized to execute, upon the recommendation of the Commissioner of the Chicago Department of Aviation ("Commissioner"), an agreement with each Concessionaire in substantially the form attached hereto as Exhibits A-1 through A-3, respectively.

SECTION 3. The Mayor or the Mayor's proxy is hereby authorized to execute, upon the recommendation of the Commissioner, an agreement with Grab Chicago JV LLC, in substantially the form attached hereto as Exhibit A-4.

SECTION 4. The Commissioner and such other City officials and employees as may be required are authorized to take such actions and execute such other documents as may be necessary or desirable to implement the objectives of this ordinance.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

Exhibits "A-1", "A-2", "A-3" and "A-4" referred to in this ordinance read as follows:

Exhibit "A-1".
(To Ordinance)

This Concession Lease and License Agreement ("**Agreement**") is entered into as of _____, 20____ ("**Effective Date**"). The Agreement is by and between Host International, Inc. a Delaware corporation ("**Tenant**"), and the City of Chicago, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois ("**City**"), acting through its Chicago Department of Aviation ("**CDA**" or "**Department**").

BACKGROUND

The City owns and, through CDA, operates Chicago O'Hare International Airport ("**O'Hare**" or the "**Airport**"). O'Hare includes terminals 1, 2, 3, 5, a multimodal facility and a transportation center (collectively, the "**Terminals**"). The City has determined that certain portions of the Terminals will be used for food, beverage and retail concessions designed to serve the needs of Airport patrons and employees and desires to operate its concession program at the Terminals to strive to meet the needs and desires of Airport users by providing first-class food, beverage, retail and service facilities.

The City issued a Request for Proposals ("**RFP**") on April 23, 2021 for food and beverage, specialty retail, and travel essentials concession to be located at the Airport in Terminal 3 and 5, and Tenant responded with a proposal to operate a concession featuring Bistro Burger, Bar and Coffee in Terminal 5. The City desires to grant Tenant, and Tenant desires to accept, a license to operate such a concession and a lease to operate the concession at the Terminal location(s) identified in this Agreement, all under the terms and conditions of this Agreement.

The City and Tenant acknowledge that the continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and welfare of the City of Chicago, and that the City's right to supervise performance under this Agreement by Tenant is a valuable right incapable of quantification.

NOW, THEREFORE, the City and Tenant agree as follows:

ARTICLE 1 CITY APPROVAL

This Agreement is subject to approval by the City Council of the City of Chicago. The City is not bound by the terms of this Agreement until such time as it has been approved by the City Council and has been duly executed by the Mayor of Chicago or the Mayor's proxy. As provided in Section 11.13, where the approval or consent of the City is required under this Agreement, unless expressly provided otherwise in this Agreement, it means approval or consent of the Commissioner, the Commissioner's authorized representative or such other person as may be duly authorized by the City Council. As provided in Section 11.3, unless expressly provided otherwise in this Agreement, any amendment of this Agreement will require execution by the Mayor or the Mayor's proxy. As further provided in Section 11.3, any substantial amendment of the terms of this Agreement will require approval by the City Council.

ARTICLE 2 INCORPORATION OF BACKGROUND AND EXHIBITS

2.1 **Incorporation of Background.** The background set forth above is incorporated by reference as if fully set forth here.

2.2 **Incorporation of Exhibits.** The following exhibits are incorporated into and made a part of this Agreement:

Exhibit 1	Leased Space(s) and Confirmation(s) of DBO
Exhibit 2	Rent
Exhibit 3	Development Plan
Exhibit 4	City's Shell and Core Obligations, if any
Exhibit 5	Products and Price List
Exhibit 6	Form of Letter of Credit
Exhibit 7	Insurance Requirements
Exhibit 8	ACDBE Special Conditions and Related Forms
Exhibit 9	MBE\WBE Special Conditions and Related Forms
Exhibit 10	Design and Construction Standard Operating Procedures-Concessions
Exhibit 11	Economic Disclosure Statements and Affidavits
Exhibit 12	Airport Concessions Program Handbook
Exhibit 13	Liquidated Damages

ARTICLE 3 DEFINITIONS

3.1 **Interpretation and Conventions.**

- A. The term "**include**" in all of its forms, means "include, without limitation," unless the context clearly states otherwise.

- B. The term “**person**” includes firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- C. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies of this Agreement are solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.
- D. Words in the singular include the plural and vice versa. Words of the masculine, feminine or neuter gender include correlative words of the other genders. Wherever an article, section, subsection, paragraph, sentence, exhibit, appendix, or attachment is referred to, the reference is to this Agreement, unless the context clearly indicates otherwise.
- E. Where the approval or consent of Tenant is required under this Agreement, it means the approval or consent of the Tenant’s authorized representative. To be binding on the City, all approvals or consents must be in writing and signed by the appropriate City representative.
- F. Whenever time for completion or performance is listed as “days”, if the number of days is 30 or more, it means calendar days, and if the number of days is less than 30, it means business days per the City of Chicago calendar.

3.2 **Definitions**

In addition to terms defined elsewhere in this Agreement, the following words and phrases, when capitalized, have the following meanings:

“**Additional Rent**” has the meaning set forth in Section 7.1.

“**Additional Space**” means Retail Space or Storage Space that is added to Leased Space after the Effective Date pursuant to Section 5.1 but does not include Relocation Space. Additional Space, if any that is offered to Tenant is solely at the discretion of the Commissioner. Tenant has absolutely no right or entitlement to be offered any Additional Space, and the concept of Additional Space is solely for the benefit of the Airport’s concession program.

“**Affiliate**”, except where otherwise defined, means any individual, corporation, partnership, trustee, administrator, executor or other legal entity that directly or indirectly owns or controls, or is directly or indirectly owned or controlled by, or is under common ownership or control with Tenant.

“**Airport Concession Disadvantaged Business Enterprise**” or “**ACDBE**” means an entity meeting the definition of airport concession disadvantaged business enterprise, as

defined in U.S. Department of Transportation Regulations Title 49, Code of Federal Regulations, Part 23, as amended from time to time, and certified as such in the State of Illinois in accordance with those regulations.

“Airport Concession Program Handbook” means the handbook developed by the CDA to govern the uniform operation of the concessions’ programs at the Airports. The Airport Concession Program Handbook is available on the CDA website and may be amended from time to time by the Department. Any amendment of the Airport Concession Program Handbook by the Department during the Term of this Agreement will be binding on Tenant without need for amendment of this Agreement, provided that the amendment of Airport Concession Program Handbook does not conflict with the other terms and conditions of this Agreement.

“Airport Transit System” means the automated transit rail system that serves terminals and parking structures.

“Base Rent” means the fee payable by Tenant for the Lease, equal to the amount as set forth on Exhibit 2.

“Chief Procurement Officer” means the head of the Department of Procurement Services of the City and any City officer or employee authorized to act on the Chief Procurement Officer’s behalf.

“Commissioner” means the head of the Department and any City officer or employee authorized to act on the Commissioner’s behalf. City contractors and consultants, including the Concession Management Representative, have no authority to grant approvals or consents required to be granted by the Commissioner under this Agreement, except where the Concession Management Representative is expressly authorized to do so.

“Common Areas” means those areas of the Terminals that are not leased, licensed, or otherwise designated or made available by the Department for exclusive or preferential use by specific party or parties.

“Comptroller” means the head of the Department of Finance of the City and any City officer or employee authorized to act on the Comptroller’s behalf.

“Concession” means Tenant’s business of offering the Products identified in Exhibit 5 for sale at retail to the public at the Airport pursuant to this Agreement.

“Concession Management Representative” or **“CMR”** means the entity retained by the City to assist in overseeing Concessions, including the construction of Improvements, at the Airport.

“Construction Documents” means the drawings and specifications for the construction of Improvements, approved by the Commissioner pursuant to Section 5.5.

“Date of Beneficial Occupancy” or **“DBO”** means, as to each Retail Space, the latest to occur of (A), (B) or (C) as follows:

- A. the date that is 180 days after the Delivery Date of the Retail Space in question;
- B. the date that is 180 days after the building permit for the Improvements for the Retail Space in question is issued; provided that the Tenant has demonstrated to the satisfaction of the Commissioner that Tenant timely submitted design drawings in accordance with Section 5.5 hereof and promptly applied for, and diligently pursued the issuance of, such building permit; or
- C. the date set forth in the Development Plan for the commencement of retail sales in the Retail Space in question; provided, however, that the date set forth in the Development Plan for commencement of retail sales shall be extended one day for each day Tenant has demonstrated to the satisfaction of the Commissioner that Tenant was delayed due to *force majeure* pursuant to Section 11.20 or delays otherwise beyond Tenant’s control. Under no circumstance can this date exceed 60 days beyond the date established in A. above.

Notwithstanding the foregoing, if Tenant completes the Improvements in any Retail Space and commences retail sales in such Retail Space before the DBO determined in accordance with the foregoing, the DBO for that Retail Space is the date that retail sales commence.

The DBO for each Retail Space shall be confirmed in writing by the parties, and such written **“Confirmation(s) of DBO”** shall thereafter be attached to Exhibit 1 of this Agreement without need for a formal amendment of this Agreement.

The Date of Beneficial Occupancy for any Storage Space is the Delivery Date for that Storage Space.

“Default Rate” means 12% per annum.

“Delivery Date” means the date upon which the City gives Tenant possession of the Retail Space or Storage Space in question, which such date the City shall set forth in writing.

“Department” means the Chicago Department of Aviation, also known as CDA.

“Design and Construction Standard Operating Procedures- Concessions Projects” or **“C-SOP”** means those certain design standards and policies prepared by the Department for the Concession areas at the Airport, as amended by the Department from time to time.

“Development Plan” means, as further described in Section 5.5, the Tenant’s conceptual plans, budget and other design specifications for construction of its Improvements and its schedule for commencement of retail sales in each Retail Space. The Development Plan is attached hereto as Exhibit 3. The Development Plan may be updated from time to time

without the need to amend the Agreement.

“Distribution Fee” means the amount, if any, payable pursuant to Section 4.11 for the Tenant’s use of a centralized distribution and storage facility.

“Environmental Laws” means collectively, all applicable federal, state and local environmental, safety or health laws and ordinances and rules or applicable common law, including the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. §651 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C. §5101 et seq.), the Resource Conservation and Recovery Act (42

§6901 et seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §300(f) et seq.) as any of the foregoing may later be amended from time to time; any rule or regulation pursuant to them, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive addressing environmental, health or safety issues of or by the federal government, or any state or other political subdivision of it, or any agency, court or body of the federal government, or any state or other political subdivision of it, exercising executive, legislative, judicial, regulatory or administrative functions.

“Event of Default” has the meaning set forth in Article 9.

“Food Court Common Area” means the space immediately adjacent to specific Retail Spaces where shared seating is provided to the public.

“Gross Revenues” or “gross receipts” means the total amount in dollars at the actual sales price of all receipts, whether for cash or on credit, that are derived from business conducted in, on or from the Leased Space, all mail or telephone orders received or filled at or from the Leased Space, all deposits not refunded to purchasers, all orders taken in and from the Leased Space, including catalog and on-line sales whether or not the orders are filled elsewhere, and receipts or sales by Tenant and any other person or persons doing business in or from the Leased Space, including receipts from promotions, advertising, and income derived from retail display advertising or any other use of the Leased Space by Tenant. Gross Revenues do not, however, include the following:

- A. any sums collected and paid out by Tenant for any sales, retail excise, use, privilege, or retailers occupation taxes now or later imposed by any duly constituted governmental authority;
- B. the amount of any cash or credit refund made upon any sale, but only if the original sale was made in or from the Leased Space and included in Gross Revenue;

- C. bona fide transfers of Products to or from the Leased Space to any other stores or warehouses of Tenant;
- D. sales of Tenant's fixtures and store equipment not in the ordinary course of Tenant's business;
- E. returns to shippers, suppliers or manufacturers;
- F. bulk sales of Products inventory not sold to the public and not in the ordinary course of business;
- G. receipts from the sale of grease or other scrap material resulting from Tenant's operations at the Leased Space;
- H. payments made to Tenant by subtenants for services provided by Tenant for the operation of the Leased Space; for the avoidance of doubt, this provision shall not relieve Tenant from its full obligation to pay to City the agreed Percentage Fee on all Gross Revenues of subtenants or rents paid by subtenants to Tenant;
- I. the amount of any tips paid or given by customers to employees of Tenant; and
- J. insurance proceeds received from the settlement of claims for loss of or damages to Improvements, Products, fixtures, trade fixtures and other Tenant personal property other than the proceeds of business interruption insurance.

A "sale" is deemed to have been consummated for purposes of this Agreement, and the entire amount of the sales price must be included in Gross Revenues, at the time that: (i) the transaction is initially reflected in the books or records of Tenant; or (ii) Tenant receives all or any portion of the sales price; or (iii) the applicable goods or services are delivered to the customer, whichever occurs first.

"Imposition" means real estate taxes, permit fees, license fees, and any other fee or charge not specified in this Agreement but otherwise payable by Tenant pursuant to a statute, ordinance, or regulation in order for Tenant to operate the Concession at the Airport.

"Improvements" means the improvements to be made to the Leased Space by Tenant that add or maintain value to the Leased Space, including fixtures and trade fixtures (but excluding trademarked or proprietary trade fixtures) and any other enhancements of a permanent or temporary nature made to the Leased Space, other than the Shell and Core, so that the Leased Space can be used for Concession operations. The Improvements must be described, along with a budget of Improvement Costs and depicted conceptually in the Development Plan and must conform to Tenant's response to the RFP.

"Improvement Costs" means the total amount paid by Tenant for categories of labor, services, materials and supplies used in the design, development, installation and construction

of the Improvements. The minimum Improvement Costs must not be less than 95% of the budgeted Improvement Costs included in the approved Development Plan. Tenant's actual, reasonable Improvement Costs will be memorialized in the written Confirmation of DBO that will be attached to Exhibit 1 upon approval by the Commissioner. Whenever this Agreement refers to amortization of Improvement Costs for a Leased Space, such amortization will be calculated on a monthly straight-line basis over the term of the Agreement from the DBO of the Leased Space in question, and the amount being amortized will be the actual Improvement Costs for that Leased Space as memorialized in the Confirmation of DBO for that Leased Space.

"In-Line Site" means a Retail Space, other than a Kiosk, that may be permanent or temporary, typically operated as a walk-up, quick serve facility often with other Retail Spaces directly adjacent or in-line to the left or right or both.

"Kiosk" means a Retail Space that is a non-mobile, free-standing, permanent or temporary facility that is not affixed to the Terminals, whether completely free-standing or located against a wall.

"Lease" means the lease granted by the City to the Tenant in Section 4.1 to use and occupy the Leased Space in order to conduct and operate the Concession pursuant to the License.

"Leased Space" means the total Retail Space and Storage Space leased to Tenant under this Agreement, identified in Exhibit 1, which may be amended from time to time as space may be added to, deleted from, or relocated during the Term in accordance with the provisions of this Agreement. Leased Space shall be used for operation of the Concession and for no other purpose unless otherwise approved in writing by the Commissioner.

"Lease Year" means

- A. for the initial Lease Year of this Agreement, a period beginning on the first Date of Beneficial Occupancy of any Retail Space and ending on December 31 of that calendar year, and
- B. for the balance of the Term, each successive calendar year, but including only that portion of the calendar year prior to the date on which the Term expires, or the Agreement is otherwise terminated.

"License" means the privilege granted to Tenant under this Agreement to operate the Concession at the Airport.

"License Fee" means the fee payable by Tenant for the License, equal to the greater of the "Percentage Fee" or "Minimum Annual Guarantee" as set forth in Section 7.1 and Exhibit 2.

“Marketing Fee” means the Tenant’s contribution for promotions at the Airport, as set forth in Section 4.10.B.

“Minimum Annual Guarantee” or “MAG” means the minimum amount payable each Lease Year for the License Fee. If this Agreement covers more than one Retail Space, Exhibit 2 must prorate the MAG for the Agreement among the various Retail Spaces in proportion to their anticipated Gross Revenue volumes. The MAG for each Retail Space will commence upon the DBO for that Retail Space.

“Percentage Fee” means the product of the Percentage Fee Rate and Gross Revenues.

“Percentage Fee Rate(s)” has the meaning set forth in Exhibit 2.

“Products” means the convenience merchandise, food and beverage menu items, Chicago oriented gift items, vending items and related merchandise that Tenant is permitted to sell in its Retail Space and maintain in inventory in its Storage Space under the terms of this Agreement, as set forth by category or item in Exhibit 5. As set forth in Article 4, Tenant was selected by the City specifically to sell the Products identified in Exhibit 5 and is not permitted to sell any items or types of items not identified in Exhibit 5 or conduct any other business from the Leased Space unless otherwise agreed in writing by the Commissioner.

“Relocation Space” means space to which Tenant must relocate a Retail Space or Storage Space at the request of the Commissioner pursuant to Section 5.1.

“Rent” means all amounts payable by Tenant in connection with this Agreement, including but not limited to Base Rent, License Fees, Additional Rent and any liquidated damages specified in the Agreement for non-compliance with the City’s requirements for Concession operations.

“Retail Space” means a Leased Space used by Tenant for the sale at retail of Products, including any Additional Space or Relocation Space used for that purpose.

“Shell and Core” means those improvements to the Leased Space to be completed by the City as specified in Exhibit 4 and, with respect to Additional Space or Relocation Space, as may be agreed in writing by the Commissioner.

“Storage Space” means a Leased Space used by Tenant for storage of Products inventory to support a Retail Space. No Products may be sold to the public from Storage Space.

“Subcontractor” means all entities providing services and materials to Tenant necessary for its Concession operations or for the construction, repair, and maintenance of the Leased Space and Improvements. The term "Subcontractor" also includes subconsultants of any tier, subcontractors of any tier, suppliers and materialmen, whether or not in privity with Tenant.

“**Subcontracts**” means all oral or written agreements with Subcontractors.

“**Sustainable Airport Manual**” or “**SAM**” means the manual developed by the CDA regarding environmentally sustainable practices in the construction and operation of the Airports. The manual is available on the CDA website and may be updated from time to time by the CDA. Any amendment of the SAM by the Department during the Term of this Agreement will be binding on Tenant without need for amendment of this Agreement, provided that the amendment of SAM does not conflict with the other terms and conditions of this Agreement.

“**Term**” means the period of time beginning on the Effective Date and ending at 11:59 p.m. on the tenth anniversary of the DBO of the Retail Space to open for business, excluding any Retail Space that is Additional Space or Relocation Space.

“**Third Party Use Agreement**” has the meaning set forth in Section 4.4(I).

“**Use Agreements**” means those certain airport use and facility lease agreements between the City and the airlines operating out of the Airport regarding the use and operation of the Airport, as amended or executed from time to time.

“**Value Pricing**” has the meaning set forth in Section 4.3.

“**Work**” means everything necessary for the design, engineering, construction and installation of the Improvements; when referring to restoration of Improvements after Major Damage, it means everything necessary for the replacement, repair, rebuilding, or restoration of the Improvements.

ARTICLE 4 LICENSE, LEASE AND TENANT’S OPERATIONS

4.1 **Concession License and Lease.** As of the Effective Date, the City grants Tenant a License to operate a Concession at the Airport and, upon delivery of the Leased Space or portion thereof, a Lease to operate the Concession from the Leased Space so delivered. Tenant accepts the License and Lease from the City and assumes the duties of Tenant provided in this Agreement and in the Airport Concession Program Handbook. **TENANT ACKNOWLEDGES AND AGREES THAT ALL AMOUNTS PAYABLE TO THE CITY UNDER THIS AGREEMENT CONSTITUTE RENT AND THAT THIS AGREEMENT CREATES A TAXABLE LEASEHOLD UNDER THE ILLINOIS PROPERTY TAX CODE, 35 ILCS 200/1 et seq.** Tenant understands and agrees that both its License to operate a Concession and its right to occupy the Leased Space will terminate upon the expiration or earlier termination of this Agreement. If Tenant complies with the terms of this Agreement, Tenant will have the right of ingress to and egress from the Leased Space, for Tenant, its officers, employees, agents, Subcontractors, vendors, suppliers, and invitees, subject, however, to all statutes, ordinances, rules and regulations from time to time enacted or established by the City, the FAA, the TSA or any other governmental agency or authority having jurisdiction. Tenant must not conduct its Concession operations in a manner that, in the judgment of the

Commissioner:

- A. interferes or might interfere with the reasonable use by others of Common Areas or the leased or licensed space of other tenants or licensees at the Airport;
- B. hinders or might hinder TSA, Airport security, police, fire-fighting or other emergency personnel in the discharge of their duties;
- C. would, or would be likely to, constitute a hazardous condition at the Airport;
- D. would, or would be likely to, increase the premiums for insurance policies maintained by the City, unless the operations are not otherwise prohibited under this Agreement and Tenant pays the increase in insurance premiums occasioned by the operations; or
- E. would involve any illegal purposes.

4.2 **No Subleases, Assignments or Other Uses.** Tenant understands and agrees that the Lease and the License granted under this Agreement are interdependent and that the locations of the Retail Spaces were determined by the City so that the Concession operated by Tenant is an element of an overall concession program and, as such, complements and does not conflict with other concessions in the vicinity of the Retail Space(s). Accordingly, Tenant acknowledges that the principal purpose of this Agreement is to provide Tenant a License to operate its Concession, without right of sublease or assignment, from the Leased Space and that any attempted sublease, assignment or other use of the Leased Space without the written consent of the City in accordance with the terms of this Agreement is absolutely prohibited and is an Event of Default.

4.3 **Products and Value Pricing.**

A. Exhibit 5 to this Agreement constitutes the listing, by general category or specific item, of all Products that Tenant is allowed to sell from each Retail Space and the prices to be charged to the public. Those items of Products that Exhibit 5 indicates are mandatory, if any, must be offered for sale to the public by the Tenant as a part of the Airport's overall concession program. If Exhibit 5 is stated in general terms, upon request, Tenant must within 5 days provide the Commissioner with a complete list of all Products and prices. The City's execution of this Agreement constitutes its approval of the sale of the products, services, and pricing as reflected on Exhibit 5 on the Effective Date. Any changes to Exhibit 5 are subject to the Commissioner's prior written approval. Upon such approval, Exhibit 5 may be amended without need for formal amendment of this Agreement pursuant to Section 11.3.

B. Tenant must stock a sufficient amount of each item comprising its Products within the Retail Space so as to maximize Gross Revenues, subject to and consistent with Tenant's and the City's desire to accommodate the convenience and needs of the Airport's

patrons. The Products must be new, fresh and of top quality. Tenant must store Products inventory in excess of the amount needed to stock displays out of sight of customers before restocking a display.

C. Value Pricing. The City has established a Value Pricing policy for all Tenants at the Airport. The policy generally requires Tenants to charge a price for a product or service at the Airport as the same price charged for the same product or service at similar stores in the City (each hereinafter referred to as a "Benchmark Store"). Benchmark Stores will be proposed by the Tenant subject to approval by the City. The following locations and areas shall be excluded when establishing Benchmark Stores: hotel restaurants or kiosks, bus and train transportation centers, entertainment centers, arenas, theaters, convention centers or similar venues. Benchmark Store exclusions may change throughout the Term as determined necessary by the City. If the Tenant or its subtenants currently operate the exact other locations in the City of Chicago, then these locations may be designated Benchmark Stores. Otherwise, Benchmark Stores will be selected based on stores that are comparable to the proposed concept. Notwithstanding the aforementioned exclusions, in the case of a news and gift store where Tenant or its subtenant currently operate a same-brand location in the City of Chicago, in a transportation center, and that location has its own customer walk-up street access, the City may consider allowing Tenant to propose that location as a Benchmark Store. In such a case, the Value Pricing policy prohibits mark-up of pricing higher than that of the applicable Benchmark Store because that store already is in a transportation center.

Other Pricing Policy. The Commissioner may adopt other reasonable pricing policies, with which Tenant and subtenants shall comply, to restrict overcharging and price gouging by subtenants due to their dominant market position and any exclusive rights granted, but in no event shall the Commissioner require prices lower than the established Value Pricing.

Tenant must submit to the CMR, within 30 days after the end of each Lease Year, or as requested from time to time by the Commissioner or CMR, a pricing report demonstrating compliance by Tenant with the Value Price requirements. Any prices that the Commissioner or CMR determines to be inconsistent with the Value Price requirements must be adjusted accordingly. At any time, and from time to time, the Commissioner or CMR may review the prices of the Products then being offered for sale by Tenant and require adjustments in prices of the Products or particular items in order to comply with the Value Price requirement. Following the CMR's written notice to Tenant, Tenant shall promptly adjust the price of the Products or particular items, as applicable. Failure to comply within five days will constitute an Event of Default.

Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five-day cure period, the Commissioner will assess Tenant, as liquidated damages and not as a penalty, in amounts as outlined in Exhibit 13.

D. At any time, the Commissioner or the CMR may review the quality of the Products then being offered for sale by Tenant and require reasonable improvements in quality of the Products or particular items or may require elimination of particular items that the Commissioner determines to raise safety or security issues. Following the Commissioner's written notice to Tenant, Tenant shall within 5 days rectify or modify the quality of the Products or particular items or eliminate the particular items, as applicable. Failure to comply within five days will constitute an Event of Default. Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five-day cure period, the Commissioner will assess Tenant, as liquidated damages and not as a penalty, an amount as outlined in Exhibit 13.

4.4 **General Requirements for Operation of Concessions**. Tenant has the authority to manage and administer the Concession in the Leased Space, subject to the rights of the City under the law, in equity, and under this Agreement to direct Tenant in order to ensure that the Airport operates in the most effective and efficient way possible and to supervise the Tenant's performance. Tenant covenants to take all commercially reasonable measures to maintain, develop, facilitate and increase the business of the Concession so as to maximize Gross Revenues. Failure to operate the concession as included in the Development Plan, attached as Exhibit 3, constitutes an Event of Default. Tenant further covenants that neither it nor any Affiliate of Tenant will divert or cause or allow to be diverted any business from the Leased Space to other locations not at the Airport that are operated by Tenant or any Affiliate of Tenant. A material condition of this Agreement is that Tenant must operate the Concession operations in accordance with the Airport Concession Program Handbook, the Sustainable Airport Manual, and the following general requirements:

A. Unless otherwise approved by the Commissioner in writing, Tenant must conduct business in its Retail Space only in the Tenant's trade names, Butcher & the Burger and Sparrow Coffee that which is identified in its response to the RFP or other trade name approved by the Commissioner.

B. Due to the nature of the concession, Tenant is not authorized to install and operate any coin, card, token or otherwise activated vending machines as part of the Tenant's Development Plan unless otherwise approved by the Commissioner.

C. Tenant must conduct its Concession operations in a first-class, businesslike, efficient, courteous, and accommodating manner consistent with the "**Physical Inspection Standards**" that appear in Appendix 1 of the Airport Concession Program Handbook. The Commissioner or the CMR has the right to make reasonable objections to the appearance and condition of the Leased Space if they do not comply with the Physical Inspection Standards. Tenant must discontinue or remedy any non-compliant practice, appearance or condition within five days following receipt of a written notice by the Commissioner or CMR (or immediately upon receipt of such a notice if the Commissioner or CMR deems non-compliance hazardous or illegal). Tenant's failure to timely cure the non-compliance as required by the Commissioner

or CMR would cause the City damages including, among other things, loss of goodwill, which would be difficult or impossible to prove or quantify. Accordingly, if Tenant fails to timely cure non-compliance, then, in addition to all other remedies the City may have at law, in equity or under this Agreement, and beginning on the first day after expiry of the five-day cure period, Tenant must pay the City, as liquidated damages in connection with the loss of good will among visitors to the Terminals, and not as a penalty, as outlined in Exhibit 13 per Retail Space for each non-compliant practice, appearance or condition specified in the notice that remains uncured after the cure period.

D. Tenant must neither commit nor allow any nuisance, noise or waste in the Leased Space or annoy, disturb or be offensive to others in the Terminals. Tenant must employ all reasonable means to prevent or eliminate unusual, nauseating or objectionable smoke, gases, vapors or odors from emanating from the Leased Space. Tenant must employ all reasonable means to eliminate vibrations and to maintain the lowest possible sound level in the operation of the Concession.

E. Tenant must offer payment systems that are widely accepted in the industry for the sale of all Products. Tenant must offer a receipt, which may be virtual, with each purchase. Failure to comply with this Section will constitute an Event of Default. Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, if Tenant is found to prohibit the acceptance of the above payment option, the City may assess, as liquidated damages and not as a penalty for non-compliance as further defined in Exhibit 13.

F. Tenant's Concession must be and remain compliant with Payment Card Industry Security Standards ("PCI Standards") at all times as the PCI Standards are in effect at such time. Any breach of compliance with PCI Standards in effect and related to the Concession, at such time, must be reported to the City within 24 hours of the Tenant's knowledge of such event.

Tenant's failure to be in compliance with the PCI Standards with respect to its Concession on numerous occurrences (more than one) shall be an Event of Default under this Agreement.

G. Tenant must not place or install any racks, stands, or trade fixtures directly on or over the boundaries of its Leased Space. Tenant must not use any space outside the Leased Space for sale, storage or any other undertaking, other than in connection with deliveries made in a prompt, timely and efficient manner.

H. In its capacity as Tenant under this Agreement, and not as an agent of the City, Tenant must manage the Concession operations and the Leased Space in accordance with this Agreement, in furtherance of which Tenant must, among other things:

- (i) use reasonable efforts to remedy problems and issues raised by Airport patrons

with respect to the operation of the Leased Space:

(ii) answer in writing all written customer complaints within 72 hours after receipt, furnishing a copy of the complaint and the answer to the Commissioner within that period; and,

(iii) furnish the Commissioner within 72 hours after their receipt copies of all written notices received by Tenant from any governmental authority or any Subcontractor with respect to any part of the Leased Space or any Subcontract.

If Tenant fails to timely respond to customer correspondence or governmental notices and furnish the requisite copies to the Commissioner, Tenant acknowledges that the City may suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess liquidated damages against Tenant, and not as a penalty: as outlined in Exhibit 13. Tenant's failure to perform either (A) or (B) for a period of 30 days or more will be grounds for the City declaring an Event of Default pursuant to Article IX, in which event Tenant will have no longer than 10 days to cure the Event of Default.

I. Tenant, or Tenant's subtenant approved pursuant to Section 4.2, shall at all times operate the Concession. To the extent Tenant utilizes a third party to operate the Concession, Tenant shall, at all times during the Term: (i) be licensed or permitted by such third party to operate the concession, (ii) provide the City with copies of any agreements or other evidence the City may reasonably request demonstrating such arrangement ("Third Party Use Agreements"), (iii) comply in all material respects with the terms and conditions of Third Party Use Agreements, unless Tenant's compliance with such terms and conditions would cause Tenant to breach its obligations hereunder, (iv) not be in default under any Third Party Use Agreement, (v) notify the City in writing immediately upon notification by any party to a Third Party Use Agreement of Tenant's breach under such or termination of any Third Party Use Agreements. Failure to comply with this Section 4.4(I) shall be an Event of Default under this Agreement.

4.5 Hours of Operation.

A. Tenant must begin conducting its Concession operations in each Retail Space on the Date of Beneficial Occupancy applicable to that Retail Space and continue them uninterrupted after that date during all required hours of operation. The Retail Space shall be open, at a minimum, from 5:30 a.m. until 10:30 p.m. daily, to serve the public seven (7) days per week and three hundred sixty-five (365) days per year. Concession may close periodically for restocking, cleaning and routine maintenance. Closure times must be during daily periods of lowest passenger traffic volumes at the Airport. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Lease shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and Airport's flight schedules. The Retail Space must be open, as stated above, unless otherwise approved by the Commissioner or CMR in writing. The Tenant is required to allow access to the Retail Space, 24 hours per day, 365 days per year.

B. Except as otherwise permitted under this Agreement, if Tenant fails to operate its Concession from any portion of the Retail Space during all times that Tenant is required to do so under this Agreement and the failure continues for more than three days after the City gives Tenant notice, it is an Event of Default. In addition, Tenant acknowledges that failure to provide Concession services to the public would cause the City substantial damages, a portion of which may be ascertainable but another portion of which, related to loss of goodwill due to the public's inability to obtain the Products, the provision of which is one of the key purposes of this Agreement, might be difficult or impossible to prove or quantify. Accordingly, in addition to other remedies available to the City for an Event of Default, Tenant must pay the City as liquidated damages (and not as a penalty) in connection with such loss of goodwill the amounts as outlined in Exhibit 13 per Retail Space, beginning as of the time that the City first notifies Tenant that it is not operating the Concession in accordance with the time requirements of this Agreement. The obligation to make payments of liquidated damages will continue until the earliest of: (i) the time that the affected portion of the Retail Space re-opens for business; (ii) the date that this Agreement expires or is terminated with respect to the affected portion of the Retail Space; and (iii) the date that the Commissioner receives possession of the affected portion of the Retail Space.

4.6 Personnel.

A. Staff.

(i) Tenant must maintain a full time, fully trained staff during the Term of this Agreement having sufficient size, expertise and experience to operate the Concession. Tenant must maintain an adequate sales force so as to maximize Gross Revenues and use the utmost skill and diligence in the conduct of its Concession operations. A staff member for each concession location must be physically available during all hours of operation.

(ii) All employees of Tenant must at all times be clean, courteous, neat in appearance and helpful to the public, whether or not on duty. While on duty, Tenant's employees must wear Airport identification badges (and any other form(s) of identification that may be required by the Commissioner or CMR from time to time) and are required to wear uniforms in good taste, the color and style of which Tenant selects. Tenant may make the arrangements with its own employees as it considers appropriate regarding the purchase and maintenance of standard uniforms. The City is entitled at any time to direct Tenant to require any of its employees not properly attired to immediately conform to the requirements of this Section or leave the Leased Space. Tenant must not permit its employees to use any portion of the Terminal Common Spaces, including the public washrooms located there, for the changing of clothes or the storage of their personal effects, nor may Tenant permit its employees to loiter in the Common Areas of the Terminals, including but not limited to the Food Court Common Area.

(iii) Tenant and its personnel must at all times participate and cooperate fully in all quality assurance programs that may be instituted by the Commissioner or CMR from time to time. Tenant must cause its personnel to attend all customer service training meetings and

participate in such other programs as may be required by the Commissioner or CMR. An appropriate officer or management representative of Tenant must meet with the Commissioner or CMR as requested by the Commissioner or CMR to discuss matters relating to this Agreement, including merchandising and marketing plans. In addition, at the request of the Commissioner or CMR, an appropriate officer or management representative of Tenant must attend other meetings with the City, airlines, other users of the Terminals or any other parties designated by the Commissioner or CMR.

(iv) The Commissioner reserves the right to object to any of the personnel responsible for the day-to-day operation of the Concession. Upon receipt of such objection, Tenant must use its best efforts to resolve the cause for Commissioner's objection or replace the objectionable personnel with personnel satisfactory to the Commissioner.

(v) In the event that Tenant was not the existing tenant in the Leased Space prior to the Effective Date, Tenant and its subtenants, if any, will work cooperatively in attempting to retain existing concession employees working in the Leased Space. This will be accomplished by giving the existing concession employees working in the Lease Space prior to the Effective Date preferential interviews for jobs in the Leased Space during the term of this Agreement.

(vi) Tenant acknowledges that failure to comply with the provisions of this Section 4.6(A) may cause the City to suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess, as liquidated damages against Tenant, and not as a penalty, the amounts outlined in Exhibit 13.

B. General Manager. Tenant must designate a General Manager experienced in management and supervision who has sufficient authority and responsibility to administer and manage the Concession. The General Manager (or authorized representative) must be immediately available to the Department whenever any of the Retail Spaces are open. The base of operations of the General Manager must be at the Airport, and the General Manager must spend substantially all of his or her working hours at the Airport, unless the Commissioner approves in writing another arrangement. The General Manager is subject to removal at the direction of the Commissioner if the Commissioner reasonably determines, in the Commissioner's sole discretion that the General Manager is not performing up to standards consistent with the fulfillment of Tenant's obligations after providing Tenant notice.

C. Salaries. Salaries of all employees of Tenant and its Subcontractors performing services or Work under this Agreement must be paid unconditionally and not less often than once a month without deduction or rebate on any account, except only for those payroll deductions that are mandated by law or permitted by the applicable regulations issued by the United States Secretary of Labor under the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874, and 40 U.S.C. § 276c). Tenant must comply with all applicable "Anti-Kickback" regulations and must insert appropriate provisions in all Subcontracts covering Work under this Agreement to ensure compliance of all Subcontractors

with those regulations and with the other requirements of this subsection and is responsible for the submission of affidavits required under them, except as the United States Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements of them.

4.7 Operation and Maintenance.

A. The City, at its sole cost and expense, will keep in good repair the Common Areas, including the roof, structures, foundations and central mechanical, plumbing and electrical systems in the Airport providing heating, ventilation, cooling, water, sewage and electrical service to the terminals, concourses, and other structures at the Airport related to the Concession. The City will provide, without separate charge to Tenant, heating, ventilating and cooling of the Common Areas. The Commissioner reserves the right to interrupt temporarily the heating, air cooling, ventilation, plumbing or electrical services furnished to the Common Areas, the Terminals or the Airport as a whole to make emergency repairs or for other reasonable purposes, and the Commissioner will restore the services as soon as reasonably possible. The City has no responsibility or liability for failure to supply heat, air cooling, ventilation, plumbing, electrical or any other service to the Leased Space, the Common Areas, the Terminal or the Airport, when prevented from doing so by laws, orders or regulations of any federal, state or local governmental requirement (including any requirement of any agency or department of the City) or as a result of the making of repairs or replacements, fire or other casualty, strikes, failure of the utility provider to provide service or due to any other matter not within the City's reasonable control. Tenant must provide all cleaning and janitorial services to the Leased Space. Tenant must clean, maintain and repair (including replacements, where necessary) the Leased Space and Improvements in first-class condition and repair during the entire Term.

(i) Tenant is responsible for pest control within the Leased Space by contracting with a professional pest control service to provide service on a regular basis or as needed, or at the Commissioner's election, the City or CMR may provide or contract for the pest control and charge Tenant a reasonable charge for the service. If the Commissioner so requires, Tenant must coordinate all pest control service with the City's or CMR's pest control contractor. Tenant must furnish the Commissioner and CMR a copy of its pest control contract and service records upon request.

(ii) Tenant must, at its own expense, keep the exhaust system, including all risers, piping and fans used in connection with the exhaust systems, whether located in or outside of the Leased Space, and all other pipes or ducts used by Tenant, including black iron duct, in good repair and so as to meet the highest standards of cleanliness, health, and safety, in a manner consistent with the operation of a first-class Concession and in accordance with all applicable laws, codes and regulations of any governmental authority having jurisdiction. Tenant must not permit any grease to be discharged into the City's plumbing lines. If fixtures or equipment are installed in or attached to roof vents or other openings in the structure or to ducts that connect with the openings, Tenant must keep the ducts, vents and openings free from the accumulation of grease, dirt and other exhaust matter and must furnish and service any filters or other equipment necessary to prevent such accumulation. Tenant must keep the exhaust fan in good

condition and repair so as to provide at least the air flow velocities required by applicable codes and regulations. Without limiting the foregoing, Tenant must clean black iron duct twice yearly, or more often as may be required by any local governmental codes, regulations or officials, insurance requirements or applicable industry standards, whichever is more restrictive.

Tenant must maintain all fire detection and fire suppression systems and mechanisms in accordance with all applicable laws, codes and the requirements of all applicable policies of insurance and insurance inspectors and of the City. Tenant must not cause or permit any damage to insulation and fire protection materials surrounding the black iron duct. In addition to Tenant's obligation to maintain utility lines in the Leased Space as set forth in Section 4.8 below, Tenant must install and maintain in good working order and in accordance with the rules and regulations of all insurers and applicable laws, codes, and regulations of any governmental authority, all fire extinguishing systems in the Leased Space.

Upon request, Tenant must provide CMR with monthly repair and maintenance reports detailing all repair and maintenance undertaken with respect to its Leased Space. In the event that such repair and maintenance reports indicate that Tenant is not complying with its repair and maintenance obligations, it shall be an Event of Default. In addition to any other remedies available to the City, if Tenant fails to undertake required repair or maintenance within 5 days after receiving notice from the Commissioner (or such shorter time as may be required due to health or safety reasons) the City may undertake the required repair or maintenance through a City contractor or its own forces and charge Tenant the reasonable cost thereof as Additional Rent.

(iii) To the extent any City ordinance imposes a stricter standard than the requirements of this section, the stricter standard must govern. With respect to a Leased Space that has been designated to be relocated, if any, Tenant's obligations with respect to repair and maintenance will continue until such time as Tenant has completed the Improvements in the Relocation Space to which the affected Leased Space is being relocated.

(iv) Any damage to property of the Airport or property of other tenants arising out of Tenant's failure to perform its maintenance obligations is expressly deemed a "Loss" subject to Tenant's indemnification obligations under Section 8.2.

(v) Tenant acknowledges that failure to comply with the provisions of this Section 4.7(A) may cause the City to suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess, as liquidated damages against Tenant, and not as a penalty, the amounts outlined in Exhibit 13.

B. Food Court Common Areas.

To the extent that any of Tenant's Retail Space is located adjacent to a Food Court Common Area, the following provisions apply to such Retail Space:

(i) Tenant has the non-exclusive right to use the Food Court Common Area, in common with other tenants and their customers, on the terms and conditions established by the City and as may be revised during the Term at the City's sole discretion. That use does not include the right to wait on customers in the Food Court Common Area. The City reserves the right to establish and enforce the policies for the Food Court Common Area and tenants whose customers use the Food Court Common Area that the City determines are in the best interest of the overall operation of the Food Court Common Area, so that the City may properly and efficiently operate and manage it as a whole. Tenant must comply with these policies.

(ii) Tenant must at all times in operating its business in the Retail Space abide by all rules and regulations applicable to tenants whose customers use the Food Court Common Area including those relating to: (a) the health and sanitary conditions of the Retail Space, the Food Court Common Area and the employees of Tenant; (b) standards and quality of Products, services, and merchandising as determined by the City; (c) customer relations; and (d) other matters as the City determines applicable with respect to the operation of the Food Court Common Area and the business conducted by Tenant and all other tenants whose customers use the Food Court Common Area.

(iii) The City will be responsible for the operation, repair and maintenance of the Food Court Common Area. Food Court CAM Costs include all costs incurred by the City in the repair and maintenance of the Food Court Common Area, including corridors and seating areas, and include, but are not limited to costs of: painting; cleaning; trash and grease removal; operation, maintenance and repair and replacement of all lighting, electrical, plumbing, HVAC and other mechanical and utility systems; cleaning and retrieval of trays; water, power, gas and sewerage charges; wages and salaries (including employee benefits, unemployment, Social Security and Medicare, and any other payroll taxes) for employees performing operation, maintenance and repair of the Food Court Common Area; materials, equipment, supplies and services purchased for operation, maintenance and repair of Food Court Common Area; required permits and licenses; reasonable straight- line depreciation of movable equipment (including tables and chairs) used in the operation, maintenance or repair of the Food Court Common Area; rental of any equipment used in the operation, maintenance or repair of the Food Court Common Area; and all other direct costs and expenses properly chargeable to the operation, maintenance or repair of the Food Court Common Area. Neither the City nor any company, firm or individual operating, maintaining, managing or supervising the Food Court Common Area, nor any of their respective agents or employees, are or will be liable to Tenant or to any of Tenant's employees, agents, customers or invitees or anyone claiming through or under Tenant, for any damage, injuries, losses expenses, claims or causes of action because of any interruption or discontinuance at any time for any reason in furnishing services relating to operation, maintenance and repair of the Food Court Common Area, nor will any such interruption or discontinuance be deemed a disturbance of Tenant's use or possession of the Leased Space or any part of it; nor will any such interruption or discontinuance relieve Tenant from full performance of Tenant's obligations under this Agreement. Tenant is responsible for providing seating and chairs for Food Court Common Area directly adjacent to Tenant's Leased Space.

4.8 Utilities.

A. Tenant must pay for all utilities furnished to the Leased Space, to the extent separately metered. All utilities must be separately metered for usage within a Leased Space except to the extent that the Commissioner agrees otherwise in writing. Notwithstanding the foregoing, in the event that water/sewage is not separately metered, the City may charge Tenant for water/sewage based on a reasonable estimate of usage given the nature of the Concession.

B. In addition to payment for utility service, Tenant must maintain utility lines to the Leased Space as follows:

(i) where the utility lines, including gas, electrical, telephone, hot and cold water, fire sprinkler, gas, and sewer serve both the Leased Space and other areas of the Terminals, Tenant is only obligated to maintain those branch lines and facilities that exclusively serve the Leased Space; and

(ii) where such utility lines are entirely for the exclusive service of the Leased Space, Tenant is obligated to maintain the utility lines from the Leased Space up to the main entry point of the utility to the Terminal(s). Alternatively, the City may, at the Commissioner's sole discretion, maintain such utility lines and charge Tenant the reasonable cost of the maintenance.

(iii) Tenant must maintain all electrical cables, conduits, wiring, fire alarm systems, electrical panels and associated equipment located within and serving the Leased Space.

4.9 Refuse Handling.

A. Tenant, at its own cost and expense, must provide for the handling of all refuse, including trash, garbage, recycling and other waste created by its Concession operations and for their disposal at a centrally located collection area within the Airport designated by the Commissioner from time to time. Within its Leased Space, Tenant must provide a complete and proper arrangement for the adequate sanitary handling and disposal of trash, garbage, recycling and other refuse resulting from its Concession operations. Tenant must provide and use suitable covered metal receptacles for all trash, garbage, recycling and other refuse in accessible locations within the boundaries of each Leased Space. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the Leased Space or the Common Areas is forbidden. The Commissioner reserves the right, from time to time, to establish time periods or schedules during which Tenant must remove refuse from the Leased Space.

B. Tenant must comply with all present and future laws, orders and regulations and any rules and regulations promulgated by the Commissioner regarding the separation, sorting and recycling of garbage, refuse and trash, including but not limited to those policies, rules and regulations incorporated in the Airport Concessions Program Handbook and the Sustainable Airport Manual. Tenant must separate and appropriately dispose of recyclable and non-recyclable waste, including organic materials. Recyclable waste includes newspaper, unsoiled paper

products, cardboard, plastic, aluminum and glass. Tenant is encouraged to use service goods made from recycled and recyclable materials. All recyclable waste will be disposed at the direction of the CDA. The CDA may also require sorting and disposal of compostable/organic wastes, including food scraps and soiled paper products. Tenants must therefore also provide for the separation of pre-consumer compostable/organic waste for composting. Tenants are expected to fully comply with CDA's waste recovery program by sorting, to the maximum extent possible, recyclable and compostable waste from that which will be sent to landfill.

C. Tenant acknowledges that any failure to comply with the provisions of this Section 4.9 may cause the City to suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess as liquidated damages against Tenant, and not as a penalty, the amounts outlined in Exhibit 13.

4.10 Promotion.

A. Signs and Advertising. Tenant may, at its own expense and subject to obtaining any necessary permits, install and operate necessary and appropriate identification signs in and on the Retail Space for its promotional use (identifying the Concession operations at the Retail Space in question or the Products sold there). All such signage (especially all signage visible from the Common Areas) must be in compliance with signage and other applicable criteria adopted by the Commissioner or other City agencies from time to time and subject to the prior written approval of the Commissioner as to the number, size, height, location and design (as applicable). Tenant must not install, affix, or display any signage outside the Retail Space except as permitted by the Department. Without the prior written consent of the Commissioner, Tenant and its Subcontractors must not distribute any advertising, promotional or informational pamphlets, circulars, brochures or similar materials at the Airport except within the Retail Space and except as are related to Tenant's Concession. Tenant acknowledges that any failure to comply with this Section 4.10(A) may cause the City to suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess, as liquidated damages against Tenant, and not as a penalty, the amounts outlined in Exhibit 13.

B. Marketing and Advertising Fund. The Department operates a marketing fund ("Fund") for the purpose of financing a program for advertising and promoting Concessions at the Airport. The Program may include advertising, media placements, special events, promotional events, brochures, videos and catalogs, mystery shops, market research and surveys, customer service training etc., as appropriate. The Program will be funded by contributions from the Tenant and other tenants at the Airport. Tenant will contribute an amount of one-half of one percent (0.5%) of Gross Revenues per Lease Year to the Fund. All contributions to the Fund may only be expended for the promotion of concessions and marketing-related staff activities at the Airport and for no other purposes. Tenant shall make its contributions to the Fund monthly in arrears concurrently with its Rent payment under this Agreement.

The City may, but is not required to, contribute to the Fund. Tenant has no ownership or beneficial interest whatsoever in the Fund or any unspent moneys therein.

4.11 Distribution and Storage; Deliveries.

A. It is necessary, due to the number of Concession tenants in the Airport, that the Commissioner protect the Common Areas and the Terminal curb front for the flow of airline passengers. Therefore, Concession deliveries must be made only within the times and at the locations authorized by the Commissioner or the Commissioner's designated representative and otherwise in accordance with the terms of this Agreement. All deliveries that require access to the aircraft operations area ("AOA") must be made by vehicles and drivers qualified and permitted to drive over AOA roadways.

B. O'Hare. There is currently no central distribution and storage facility at O'Hare; however, the City intends to implement such a facility during the Term of this Agreement. Thereafter, at the option of the Commissioner, after first giving reasonable notice to Tenant, the Commissioner may require Tenant to arrange for all deliveries to the central distribution and storage facility, except where delivery to a third party is prohibited by law, such as delivery of liquor, or as otherwise approved by the Commissioner in writing. At the Commissioner's sole discretion, the central distribution and storage facility, if implemented, may be operated by a third-party contractor selected or approved by the Commissioner. If the central distribution and storage facility is implemented, Tenant must pay the City, or the third-party operator, Tenant's proportional share of the cost for deliveries to and distribution from the facility ("**Distribution Fee**") as determined by the Commissioner. Such Distribution Fee will be intended to cover the costs of delivery as well as development, utility, operation and maintenance costs and other costs associated with the opening and/or operation of the central distribution and storage facility and is considered to be Additional Rent.

C. Tenant acknowledges that the City will not be responsible for and will have no liability related to the operation of (or the failure to operate) the central distribution and storage facility at either Airport, including lost profits, consequential damages or any other losses or damages whatsoever.

4.12 Certain Rights Reserved By the City.

A. Except as expressly provided otherwise in this Agreement: the City has the rights set forth below, each of which the City may exercise with notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of exercising them; the City's exercise of any such rights is not deemed to constitute a breach of this Agreement or a disturbance of Tenant's use or possession of or Lease to the Leased Space; the City's exercise does not give rise to any claim, including for set-off or abatement of Rent; the City's exercise also does not relieve Tenant of any obligation to pay all Rent when due. The rights include the rights to:

(i) Install, affix and maintain any and all signs on the exterior and on the interior of the Terminals;

(ii) Decorate or to make repairs, inspections, alterations, additions, or improvements, whether structural or otherwise, in and about the Terminals, or any part of them, and for such purposes to enter upon the Leased Space, and during the continuance of any of the work, to temporarily close doors, entryways, public space and corridors in the Terminals, and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations under this Agreement, so long as the Leased Space is reasonably accessible and usable;

(iii) Upon request, require Tenant to furnish the Department with copies of door keys for the entry doors of the Leased Space, where applicable, and to retain them at all times, and to use in appropriate instances, keys, including master keys and passkeys, to all doors within and into the Leased Space, but the keys will at all times be kept under adequate and appropriate security by the Department. Tenant must not change any locks, nor affix locks on doors without the prior written consent of the Commissioner. Notwithstanding the provisions for the Department's access to the Leased Space, Tenant releases the City from all responsibility arising out of theft, robbery, pilferage and personal assault unless the same results from the City's gross negligence or willful misconduct. Upon the expiration of the Term of this Agreement or Tenant's right to possession of the Leased Space, Tenant must return all keys to the Concession Management Representative and must disclose the combination of any safes, cabinets or vaults left in the Leased Space;

(iv) Approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Leased Space and the Terminals so as not to exceed the legal load per square foot designated by the structural engineers for the Airport, and to require all such items and furniture and similar items to be moved into or out of the Terminals and the Leased Space only at the times and in the manner as the Commissioner directs in writing. Tenant must not install or operate machinery, or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Leased Space without the prior written consent of the Commissioner. Movements of Tenant property into or out of the Terminals or the Leased Space and within the Terminals are entirely at the risk and responsibility of Tenant, and the Commissioner reserves the right to require permits before allowing any property to be moved into or out of the Terminals or the Leased Space;

(v) Establish controls for the purpose of regulating all property and packages, both personal and otherwise, to be moved into or out of the Terminals and the Leased Space;

(vi) Regulate delivery and service of supplies and the usage of the apron area, loading docks, receiving areas and freight elevators and designate the times within which, and the locations at which, deliveries may be made to or by Tenant;

(vii) Show the Leased Space to prospective Tenants and subtenants at reasonable

times and, if vacated or abandoned, prepare the Leased Space for re-occupancy;

(viii) Erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances to them, in and through the Leased Space at reasonable locations;

(ix) Enter the Leased Space for the purpose of periodic inspection for fire protection, maintenance and compliance with the terms of this Agreement, including but not limited to the Airport Concession Handbook, and exercise any rights granted to City or retained by City in this Agreement; except in the case of emergency, however, the right must be exercised upon reasonable prior notice to Tenant and with an opportunity for Tenant to have an employee or agent present;

(x) Grant to any person the right to conduct any business or render any service in or to the Terminals or the Airport.

(xi) Promulgate from time-to-time rules and regulations regarding the operations at the Airport; and

(xii) Maintain newspaper vending machines at any location in the Airport.

B. If Tenant is required to perform any sprinkler Work, City reserves the right to perform the Work and charge the Tenant for the cost of the sprinkler Work and specify charges as Additional Rent under the Agreement or to approve Tenant's proposed sprinkler contractor, at the Commissioner's sole option. If any sprinkler work requires a temporary shut-down and/or drainage of the sprinkler system or portion thereof in the Terminal, Tenant must pay an up-front fee of \$500 per occurrence in the form of a certified check or money order.

ARTICLE 5 LEASED SPACE AND IMPROVEMENTS

5.1 **Leased Space.** As provided in Section 4.1, the City grants Tenant the right to use the Leased Space identified in Exhibit 1, or portions thereof, from the date of delivery of each portion of the Leased Space through the remainder of the Term of this Agreement for the operation of the Concession, except as otherwise provided for herein. Exhibit 1 may be amended by agreement of the Tenant and the Commissioner from time to time to reflect changes in Leased Space, including but not limited to any Additional Space or Relocation Space. As of the Effective Date, all square footage identified in Exhibit 1 is approximate, and is subject to final correction in accordance with field measurements to be taken after completion of the Improvements. All such measurements relating to the Leased Space will be made to and from the "lease lines" as identified on Exhibit 1. Tenant must confine all of its Concession operations to its Leased Space. Any conduct of Concession operations outside of Tenant's Leased Space is an Event of Default.

A. **Retail Space.** The Leased Space includes the Retail Space identified in Exhibit 1. Retail Space is to be used for the sale of Products at retail to the public.

B. Storage Space. The Leased Space includes the Storage Space, if any, identified in Exhibit 1. Storage Space is to be used to store inventory and supplies for use in the Retail Space. It may be used for other purposes relating to the Concession with the consent of the Commissioner, but not as a point of retail sale of Products. If the Commissioner determines that Tenant is using Storage Space for purposes unrelated to the Concession, the Commissioner may unilaterally delete the Storage Space from the Leased Space. If the Commissioner determines that the size of the Storage Space exceeds the needs of the Tenant, the Commissioner may unilaterally reduce the size of the Storage Space.

C. Additional Space.

(i) During the Term, the Commissioner may from time to time, at the Commissioner's sole discretion, make Additional Space available in the Terminals for Tenant's Concession operations. In such event, the Commissioner will send written notice to Tenant to advise Tenant of the following:

- a. size and location of the Additional Space being offered, if any;
- b. whether the Additional Space is being offered as Retail Space or Storage Space; and
- c. the City's Shell and Core obligations and Tenant's Improvement obligations for the Additional Space.

Within 30 days after receiving the notice from the Commissioner, Tenant must notify the Commissioner if it accepts or rejects the Additional Space and, if the Additional Space is Retail Space, the proposed Improvements and the amount by which Tenant proposes to increase its Minimum Annual Guarantee to reflect the anticipated increase in Gross Revenues from the Additional Space. Upon notification from Tenant to the Commissioner that Tenant accepts the Additional Space and, if the Additional Space is Retail Space, acceptance by the Commissioner of the proposed Improvements and increase in the Minimum Annual Guarantee, the square footage will be added to the Retail Space or Storage Space, as applicable, under this Agreement and Exhibits 1 and 2 modified accordingly. Upon notification from Tenant to the Commissioner that it rejects the Additional Space or if Tenant fails to notify the Commissioner within 30 days that it accepts the Additional Space, the offer will terminate, and the Commissioner may offer the Additional Space to others.

(ii) Nothing in (i) above requires the Commissioner to offer any Additional Space to Tenant or limits or restricts the Commissioner's or the City's right to enter into any Concession agreement with any third party for such space. **Additional Space, if any, offered to Tenant is solely for the benefit of the Airport to enhance Airport revenues, and whether or not to offer such Additional Space to Tenant is at the Commissioner's sole and absolute discretion. TENANT HAS NO RIGHT TO BE OFFERED ANY ADDITIONAL SPACE.**

(iii) The maximum aggregate amount of Retail Space that may be offered to Tenant as Additional Space is 2,000 sq. ft.

D. Relocation Space. The Commissioner may at any time during the Term require Tenant to relocate all or portion of the Leased Space to another location within the Airport and

terminate the Lease with respect to the Leased Space being vacated when, in the sole discretion of the Commissioner, the relocation is necessary for other Airport purposes or is in the best interest of the City. In such an event:

(i) The Commissioner will notify Tenant in writing within a reasonable period of time prior to the relocation of all or part of the Leased Space. Such notice will be not less than 90 days in advance of the relocation but, in any event, notice is not required more than 180 days in advance.

(ii) If a Retail Space is being relocated and the Relocation Space has, in Tenant's reasonable business judgment, diminished size, visibility, and/or exposure to passenger traffic in comparison to the Retail Space being vacated, Tenant may so notify the Commissioner in writing no later than 15 days after Tenant receives the Commissioner's notice. Such notice must detail with reasonable specificity why Tenant believes that the Relocation Space is not comparable to the Retail Space being vacated and the projected adverse impact on Tenant's sales. Tenant and Commissioner may thereafter negotiate an adjustment in the Percentage Fee and/or the Minimum Annual Guarantee for the Relocation Space to reflect the differences in size, visibility, and/or passenger traffic. If the Tenant and Commissioner fail to agree on such an adjustment or if Tenant otherwise rejects the Relocation Space, then the Lease for the Retail Space being vacated will terminate on the date for the relocation set forth in the Commissioner's notice, and the Minimum Annual Guarantee as of such date will be adjusted in proportion to the percentage of Tenant's Gross Revenues from prior Lease Year that were generated at the Retail Space being vacated. Further, if the Lease of the Retail Space being vacated is terminated, Tenant is entitled to a credit, equal to the unamortized portion of Tenant's actual Improvement Costs for the Retail Space being vacated (but excluding any Improvement Costs for Tenant personal property or any portion of the Improvements that can be moved and used by Tenant elsewhere), against Rent due and owing to the City from Tenant until the full amount of the credit has been applied against Rent.

(iii) Except when Tenant rejects Relocation Space pursuant to (ii) above, the City is responsible for costs incurred in the relocation or replication of the Improvements in the Leased Space being vacated, including the cost of moving Tenant's equipment and inventory and the cost of constructing replacement Improvements comparable to the condition of the Improvements in the Leased Space being vacated as of the date of relocation, to the extent comparable Improvements do not already exist in the Relocation Space. In the case of a relocation, Tenant must promptly vacate the portion of the Leased Space required to be vacated and as to which this Agreement is being terminated and return the portion of the Leased Space in as good or better condition as existed as of the date that the City gave Tenant possession of the Leased Space being vacated, unless the Commissioner otherwise agrees in writing. The City will endeavor not to require Tenant to move from the Leased Space being vacated to the Relocation Space before Work on Improvements in the Relocation Space is completed, but the Leased Space being vacated may be needed for other Airport purposes prior to the completion of Improvements in the Relocation Space. Because the City is replacing Improvements in kind, Tenant is not entitled to any credit for unamortized Improvement Costs for the Leased Space being vacated, and the unamortized Improvement Costs for the Leased Space being vacated will

deemed to be the unamortized Improvement Costs for the Relocation Space and continue to be amortized on the same schedule as the original Leased Space.

5.2 **Title to Property in the Leased Space.** Tenant shall retain title and ownership to all Products and other Tenant personal property and proprietary trade fixtures in the Leased Space, except in the event of deemed abandonment, as provided in Section 6.3. The City owns all other property in the Leased Space, including the Shell and Core and, upon completion, Tenant Improvements.

5.3 **Shell and Core.** The City is responsible for providing Shell and Core, if any are specified in Exhibit 4, for the Leased Space. The City makes no warranty, either express or implied, as to the design or condition of the Leased Space, including the Shell and Core, or the suitability of the Leased Space, including the Shell and Core, for the Tenant's purposes or needs. The City is not responsible for any patent or latent defect, and Tenant must not, under any circumstances, withhold any amounts payable to the City under this Agreement on account of any defect in the Leased Space, including the Shell and Core; if feasible, however, the City will assign to Tenant any warranties obtained from the City's contractor for the Shell and Core and/or the right to enforce City's rights under its contract for the Shell and Core. After the City delivers the Shell and Core to Tenant, Tenant must immediately notify the Commissioner of any defects in the Shell and Core.

5.4 **Tenant's Improvement Obligations.**

A. **Retail Space and Storage Space.** Unless otherwise agreed in writing by the Commissioner, Tenant must complete, or cause to be completed, the Improvements as described in the Development Plan. Improvements shall be at Tenant's sole cost and expense and must be completed on or before the Date of Beneficial Occupancy set forth for each portion of the Leased Space in accordance with the schedule set forth in the Development Plan, subject to Section 11.20, "Force Majeure". Failure to achieve DBO for the Improvements in accordance with the schedule in the Development Plan will result in liquidated damages pursuant to Section 5.5(J).

B. **Additional Space.** Tenant must complete or cause to be completed, at Tenant's sole cost and expense, the Improvements for each Additional Space approved by the Commissioner by the proposed Date of Beneficial Occupancy applicable to each such Additional Space, at a total investment in Improvement Costs for each permanent Additional Space of at least 95% of the budget approved by the Commissioner.

C. **Temporary Relocation Space and Additional Space.** The Commissioner may require Tenant to operate the Concession, prior to the Date of Beneficial Occupancy applicable to any Relocation Space and Additional Space, from a temporary Relocation Space, at City's sole cost and expense. If approved by the Commissioner, Tenant may use temporary or used fixtures, trade fixtures and equipment and is not required to install Improvements except to the extent necessary to make the temporary Relocation Space or Additional Space useable.

D. **Improvement Costs.** Only Improvement Costs of the types set forth in the budget in the Development Plan are deemed to be validly incurred Improvement Costs for purposes of this Agreement. Tenant must provide the Commissioner with a statement certified by Tenant,

setting forth the aggregate amount of the Improvement Costs expended by Tenant for each Leased Space, with such detail as may be reasonably requested by the Commissioner. The certified statement must be submitted at the same time as the "as-built" drawings for the Leased Space. Tenant must make available to the Commissioner, at the Commissioner's request, receipted invoices for labor and materials covering all Improvement Costs. The Commissioner has the right to audit the Improvement Costs. If there is a discrepancy of 5% or more, the cost of the audit must be paid promptly by Tenant upon request. If the Tenant's actual Improvement Costs for any portion of the Leased Space are less than 95% of the amount set forth in the Development Plan for said portion of the Leased Space, Tenant must, within 30 days after the date of completion of the Work or the Date of Beneficial Occupancy, whichever is earlier, pay the City the difference between 95% of the amount set forth in the Development Plan and the actual Improvement Cost for said portion of the Leased Space. The actual Improvement Costs, as approved by the Commissioner, will be memorialized in the confirmation of DBO for the Leased Space in question and attached to Exhibit 1.

5.5 **Work Requirements.**

A. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF WORK UNDER THIS AGREEMENT.**

B. **Compliance with Standards.** Tenant must comply in its design, construction, use, occupancy and operation of the Leased Space, at its own cost, with:

(i) all regulations and directives now or later promulgated by the United States Federal Aviation Administration ("FAA") or Transportation Security Administration ("TSA") pertaining to airport security, as such regulations and directives may be amended or modified from time to time during the Term of this Agreement;

(ii) all federal, State of Illinois, and City laws, rules, regulations and ordinances, including all building, zoning and health codes and all Environmental Laws; and

(iii) the Design and Construction Standard Operating Procedures- Concessions Projects ("C-SOP") C-SOP, the Airport Concession Program Handbook, and the Sustainable Airport Manual.

Tenant must complete or cause to be completed all Improvements in accordance with all rules, regulations and standards, including the C-SOP, and the approved Construction Documents (as defined below) for any Improvements. If there is a conflict between work requirements stated in this Agreement and those set forth in the C-SOP, the Commissioner has the sole discretion to determine which prevails. No construction must take place until the Commissioner has approved the Construction Documents.

Tenant must provide for any supplemental heating, cooling and exhaust facilities that Tenant may require to properly heat, cool, ventilate and exhaust air in the Leased Space. All such supplemental facilities must be designed and installed in accordance with the C-SOP and applicable building codes and must be approved by the Commissioner prior to installation. If at any time the Tenant's supplemental heating, cooling and exhaust facilities fail to comply with the design and operational standards set forth in the C-SOP, Tenant must, on notice from

the City, cause repairs to be made so that Tenant is in compliance with this requirement.

In addition to the requirements set forth in the C-SOP, Tenant acknowledges the City's goal to incorporate environmentally sustainable design in building, infrastructure, and tenant improvements at the Airport. Accordingly, Tenant agrees to use best efforts to incorporate sustainable design practices in the development and build out of the Leased Space, to engage a LEED® (Leadership in Energy and Environmental Design) accredited professional on its architectural team, to create an operational plan that incorporates sustainable practices in all aspects of the daily operation of the Leased Space, and to comply to the extent that it is commercially reasonable to the requirements of the Sustainable Airport Manual.

C. Development Plan. Tenant's Development Plan, as approved by the Commissioner, is attached hereto as Exhibit 3. It describes and depicts the Tenant's thematic concept for the Retail Space (including storefront design images, as appropriate), floor plan(s) of the Retail Space, its plan and schedule for implementing the Improvements and commencing Concession operations in the Leased Space, temporary facilities that may be necessary to meet the requirements of this Agreement, and its other submission requirements as set forth in the C-SOP. The Development Plan must include the anticipated Date of Beneficial Occupancy of each Retail Space, the budgeted Improvement Costs for each Retail Space, and the dates by which City must complete the Shell and Core and the Delivery Date necessary in order to achieve the anticipated DBO for each Retail Space.

D. 30, 60, 90 and 100 Percent Design Phase. Tenant must submit to the Commissioner its proposed 30, 60, 90, 100 Percent design drawings and specifications prepared as required under the C-SOP. The C-SOP outlines the timing and expectations for submissions at each percentage of the design phase. The C-SOP also provides the timing of the review by the Commissioner. Tenant must adhere to the time required to respond to the Commissioner's comments as outlined in the C-SOP. If Tenant fails to provide acceptable designs, after 5 attempts, an Event of Default can be declared by the Commissioner.

E. Start of Construction. For each portion of the Leased Space, within 10 days after the latest of occur of: 1) the date the City delivers to Tenant possession of said portion of the Leased Space, 2) the date Tenant has obtained applicable building permits for said portion of the Leased Space, and 3) the date of commencement of construction set forth in the Development Plan, Tenant must begin construction of the Improvements under and consistent with the approved Construction Documents, in a diligent, first-class and workmanlike manner. Commissioner may require Tenant and its Subcontractors to meet with the Department's construction manager and Concessions Management Representative prior to starting construction. Among other requirements, the Improvements:

- (i) Must conform with all architectural, fire, safety, zoning and electrical codes and all federal, State, City and other local laws, regulations and ordinances pertaining to them, including the ADA, and all Airport standards, procedures and regulations.
- (ii) Must be free and clear of any mechanics' or materialmen's liens or similar liens or encumbrances.
- (iii) Except as otherwise provided in this Agreement, must be completed entirely at

Tenant's cost and expense and in accordance with the requirements of this Agreement including, but not limited to, the requirements and procedures set forth in the C-SOP.

(iv) Upon the request of the Commissioner, Tenant must purchase and install a security camera and connect the camera feed into a junction box at a location to be determined by the Commissioner. Tenant will permit the Commissioner to connect the security camera to the Airport security system.

Approval of the Construction Documents by the Commissioner does not constitute the Commissioner's or the City's representation or warranty as to their conformity with any architectural, fire, safety, zoning, electrical or building code, and responsibility therefore at all times remains with Tenant. Tenant must not permit its design and construction Subcontractors to make any modifications to base building systems without prior written consent of the Commissioner.

F. Change Order Review. Tenant must cause all Work to be performed in a first class, good and workmanlike manner and in accordance with the Construction Documents. Tenant may request in writing that change orders relating to the Work be responded to by the City, and the City will so respond within 10 days, unless a response within 10 days is unreasonable in the circumstances, in which case the response period will be as reasonably determined by the City but in no event longer than 20 days. At all times during the Work, Tenant must have on file with the Commissioner and on the construction site for inspection by the Commissioner, a copy of the approved Construction Documents. Tenant must immediately begin to reconstruct or replace and diligently pursue to completion, at its sole cost and expense, before or after completion of the Work, any Work that is not performed in accordance with the Construction Documents as approved by the Commissioner.

G. Inspection of Improvements in Progress. The Department has the right to enter upon the Leased Space for the purposes of inspecting and recording the Improvements in progress, ensuring that Tenant's construction complies with the Construction Documents, and rejecting any such construction that does not so conform.

H. Notice of Substantial Completion and Inspection. At least 10 days prior to anticipated substantial completion of the construction of a Leased Space, Tenant must deliver to the Commissioner a "**notice of substantial completion**" in order for the Commissioner to schedule a representative to inspect the Improvements. On the date specified in the notice of substantial completion, the Department will perform a final inspection of the Improvements for compliance with the Construction Documents for the Improvements, and will, not later than 10 days after inspection, provide a punch list to Tenant describing in sufficient detail any discrepancies between the Improvements and the Construction Documents. Tenant must cause all discrepancies (other than those approved by the Commissioner as variances) to be reconstructed, replaced or repaired in substantial accordance with the Construction Documents. Within 10 days after the date of substantial completion and prior to commencing Concession operations in Leased Space, Tenant must provide, as evidence of the substantial completion of the Work, copies of any and all Certificates of Occupancy and other approvals, if any, necessary for Tenant to occupy the portion of the Leased Space for its intended use. Tenant

shall not commence Concession operations in the Leased Space until such documents have been received by the Commissioner and until authorized to do so by the Commissioner.

I. Timeliness - Punch Lists; Opening for Business. Tenant acknowledges that if it fails to comply with Construction Document requirements (including all tasks necessary to satisfy them, such as, but not limited to, applying at the earliest possible time for and diligently pursuing all necessary building permits), the delay may cause the City to suffer substantial damages, including loss of goodwill, that might be difficult to ascertain or prove. For that reason, but subject to extensions that may be approved by the Commissioner, or day-to-day extensions for delays caused by a force majeure event pursuant to Section 11.20, if Tenant has not caused the Improvements to be substantially completed in accordance with the Construction Documents and Retail Space to be open to the public for business not later than the scheduled Date of Beneficial Occupancy in the Development Plan:

(i) Tenant must pay the City liquidated damages at the rate of \$250 per day for each day from and after the Date of Beneficial Occupancy, until the date on which the Retail Space actually opens to the public for business; and

(ii) Tenant must cooperate with the Commissioner in providing the interim Concession operations from kiosks or other temporary locations, as the Commissioner may reasonably require, to serve the patrons of the Terminals until the applicable Improvements have been completed and the Retail Space is open to the public for business; and

(iii) if, for any reason, Tenant fails to substantially complete the Improvements in accordance with the approved Construction Documents relating to them and open the Retail Space to the public for business within 30 days after the Date of Beneficial Occupancy, the failure is an Event of Default, and the City has the right to exercise any and all remedies under this Agreement, at law or in equity; and further,

(iv) if Tenant is permitted to open for business in accordance with the schedule in the Construction Documents but any punch list items are not completed within 30 days following the date on which Tenant opens to the public for business, the Commissioner will assess liquidated damages against Tenant at the rate of \$250 per day per punch list item not timely completed; and

(v) if Tenant is permitted to open for business but any punch list items are not completed within 60 days following the date on which Tenant opens to the public for business, the City reserves the right, at the Commissioner's sole discretion, to either:

- a. complete the punch list Work at the City's cost and bill the Tenant for this Work, in which case the charges are considered Additional Rent; or
- b. close the affected Retail Space until all outstanding punch list items are completed.

J. Post-construction Documentation. Tenant must submit a complete set of "**as-built**" drawings and documentation as outlined in the C-SOP to the Commissioner within 30 days after the date the Commissioner authorizes Tenant to begin Concession operations in the

Leased Space. The as-built drawings and documentation are and become the property of the City, except to the extent of any intellectual property reflecting Tenant's trademarks, trade names or trade dress contained in them.

K. Mechanics' Liens. Tenant must not permit any mechanics' lien for labor or materials furnished or alleged to have been furnished to it to attach to any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement in any way relating to any work performed by or at the direction of Tenant. Upon making payments to Subcontractors, Tenant must obtain from each Subcontractor a waiver of mechanics' liens against any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement arising out of any Work done by the Subcontractor and each and every of the Subcontractor's materialmen and workmen. If, nonetheless, any such mechanics' lien is filed upon any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement, Tenant must indemnify, protect, defend and save harmless the City against any loss, liability or expense whatsoever by reason of the mechanic's lien and must promptly and diligently proceed with or defend, at its own expense, the action or proceedings as may be necessary to remove the lien. Tenant must deliver notice to the Commissioner of any such lien or claim within 15 days after Tenant has knowledge of it. Tenant may permit the mechanics to remain undischarged and unsatisfied during the period of the contest and appeal; provided that, upon request by the Commissioner, Tenant must post a bond with the City equal to 150% of the amount of the lien. If the lien is stayed and the stay later expires or if by nonpayment of any lien any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement will be, or is claimed to be, subject to loss or forfeiture, then Tenant must immediately pay and cause to be satisfied and discharged the lien. If Tenant fails to do so, the Commissioner may, in his or her sole discretion, draw on the bond and make such payment. If the Commissioner has not requested a bond, then the Commissioner may, in the Commissioner's sole discretion, make such payment out of legally available Airport funds and, in such event, the amount paid shall immediately be payable by Tenant as Additional Rent. Failure to post a bond when requested by the Commissioner or pay such Additional Rent shall be an Event of Default.

L. Mid-Term Refurbishment. Tenant must budget and expend such funds as necessary to undertake a mid-Term refurbishment of each Retail Space during or about the middle of the Term in order to ensure that each Retail Space presents a first-class appearance to the public. The minimum expenditure does not include financing costs, interest, and inventory or intracompany charges of the Tenant. The scope and extent of the renovation, remodeling, and upgrade and/or redecorating for such mid-Term refurbishment shall be jointly determined by the Commissioner and Tenant.

5.6 Damage or Destruction of Improvements.

A. Insubstantial Damage. If Improvements to any Leased Space are damaged, in whole or in part, by fire or casualty, and there is no Major Damage (as defined below) to the portion of the Terminals served by the damaged Improvements, then the City will repair any damage to the Shell and Core at the City's expense, and Tenant must repair the damage to the Improvements as soon as reasonably possible (after completion of the Shell and Core) at Tenant's expense.

B. Major Damage.

(i) **"Major Damage"** means any damage or destruction that, based on reasonable estimates made by the Department within 60 days after the occurrence of the damage or destruction, in order to be repaired to the condition existing before the damage or destruction:

- a. would cost, with respect to the Improvements, in excess of 50% of the replacement cost value of all Improvements; and
- b. would cost, with respect to the Shell and Core, in excess of 50% of the replacement cost of the Shell and Core, or would require, in the sole judgment of the Commissioner, more than nine months to complete.

(ii) If any part of the Terminals suffers Major Damage, whether or not including any portion of the Leased Space located in them, in whole or in part by fire or other casualty, the Commissioner has the right, for a period of six months starting on the date of the occurrence, to elect not to repair the Major Damage as otherwise required under this section, by giving written notice of the election to Tenant. If the Commissioner notifies Tenant of the Commissioner's election not to repair the Major Damage, this Agreement will terminate as to the affected Leased Space effective as of the date of the Major Damage, all Rent due under this Agreement will be prorated to the date of termination, and Tenant must surrender the affected portion of the Leased Space to the City.

(iii) If any portion of the Leased Space suffers Major Damage, and if after the occurrence of the damage the Agreement is not terminated, the Commissioner and the Airport architect will estimate the cost of restoration and the length of time that will be required to repair the damage and will notify Tenant of the estimate. If the damage can be repaired and the Improvements restored before the Term expires, then Tenant must repair the damage and restore the Improvements. If repair and restoration cannot be substantially completed before the Term expires, then this Agreement terminates as to the portion of the Leased Space as of the date of the Major Damage.

(iv) If this Agreement is not terminated in accordance with paragraphs (B) (ii) or (iii) and a casualty has damaged or destroyed any portion of the Shell and Core involving the Leased Space, the City will restore the Shell and Core to the condition existing on the Delivery Date, according to the original as-built plans and specifications. Upon completion of the City's Shell and Core restoration work, if any, Tenant must proceed to rebuild the Improvements as nearly as possible to the character of Improvements existing immediately before the occurrence.

(v) Before beginning to replace, repair, rebuild or restore Improvements, Tenant must deliver to the Commissioner a report of an independent consultant acceptable to the Commissioner setting forth:

- a. an estimate of the total cost of the Work;
- b. the estimated date upon which the Work will be substantially completed; and
- c. a statement to the effect that insurance proceeds are projected to

be sufficient to pay the costs of the Work.

(vi) The Commissioner will use commercially reasonable efforts to provide suitable temporary Relocation Space during the period of restoration subject to the reasonable approval of Tenant. Tenant must relocate the Concession operations to the temporary Relocation Space, and the costs associated with any such relocation, including moving expenses and the cost of reconstructing the Improvements in the temporary Relocation Space, must be borne by Tenant.

C. Tenant's Option. If the Leased Space or a portion of it is subject to Major Damage during the final three years of the Term, Tenant has the right, for a period of 60 days beginning on the date of the occurrence, to elect not to restore the affected Improvements as otherwise required under this Agreement by giving the Commissioner written notice of the election, in which event this Agreement will, as to the portion of the Leased Space, terminate upon the notice. If Tenant desires to rebuild the affected Leased Space, it may do so only upon the written approval of the Commissioner.

D. Insufficient Insurance. In no event will the City be obligated to repair, alter, replace, restore, or rebuild any Improvements, or any portion of them, nor to pay any of the costs or expenses for them. If Tenant's available insurance proceeds are not sufficient to cover the cost of the restoration as required under this Section, then Tenant is liable to complete the repairs at its own cost and expense, except as provided in (C) above.

5.7 City Resident Construction Worker Employment Requirement.

A. Use of Residents. In connection with and during the construction of any Work in excess of \$100,000 in Improvement Costs, Tenant and its Subcontractors must comply with the provisions of § 2-92-330 of the Municipal Code of the City of Chicago ("**Municipal Code**"), as amended from time to time concerning the minimum percentage of total construction worker hours performed by actual residents of the City. At least 50% of the total construction worker hours worked by persons on the site of the Work must be performed by actual residents of the City, and 7.5% of the total work hours (which may be included on the 50%) must be performed by project area residents: residents of neighborhoods surrounding the Airport. Tenant may request a reduction or waiver of this minimum percentage level of Chicagoans in accordance with standards and procedures developed by the Chief Procurement Officer of the City. In addition to complying with this percentage, Tenant and its Subcontractors are required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions. "**Actual residents of the City**" means persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment. Tenant and each Subcontractor (for purposes of this subsection, "**Employer**") must provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed. Each Employer will maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

B. Certified Payroll Reports. Weekly certified payroll reports (U.S. Department of

Labor Form WH-347 or equivalent) must be submitted by hard copy or electronically to the Commissioner and must identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

C. Inspection of Records. Each Employer must provide full access to its employment records to the Chief Procurement Officer, the Commissioner, and the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Each Employer must maintain all relevant personnel data and records for a period of at least 3 years after final acceptance of the Work. At the direction of the Commissioner, affidavits and other supporting documentation may be required of each Employer to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

D. Level of Effort. Efforts on the part of each Employer to provide utilization of actual Chicago residents that are not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer will not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

E. Shortfalls; Liquidated Damages. When the Work is completed, in the event that the City has determined that Tenant has failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1% of the aggregate hard construction costs of the Improvement Costs (the product of .0005 x such aggregate hard construction costs) (as evidenced by approved contract value for the actual contracts) must be surrendered by Tenant to the City as liquidated damages, and not as a penalty, in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly will result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Tenant and/or the Subcontractors to prosecution. The City may draw against the security any amounts that appear to be due to the City under this provision pending the City's determination as to the full amount of liquidated damages due on completion of the Work.

F. Nothing set forth in this section acts as a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents, as applicable.

G. Inclusion in Subcontracts. Tenant must cause or require the provisions of this section to be included in all construction Subcontracts related to the Work.

5.8 **Licensing of General Contractor.** This Agreement is subject to Chapter 4-36 of the Municipal Code which requires all persons acting as a general contractor (as defined in Chapter 4-36) to be licensed as a general contractor by the City. Tenant's failure to ensure that any general contractor working on Improvements complies with Chapter 4-36 will be an Event of Default.

5.9 **Prevailing Wages.** In connection with the construction, repair, and maintenance of Improvements, Tenant must comply with the applicable provisions of 820 ILCS 130/0.01 et seq. regarding the payment of prevailing wages, and the most recent Illinois Department of Labor schedule of prevailing wages, and any successors to them. Tenant must insert appropriate provisions in all Subcontracts covering construction work under this Agreement to ensure compliance of all construction Subcontractors with the foregoing wage statutes and regulations.

5.10 **Subcontractor Certifications.** Tenant must require all Subcontractors performing Work in connection with this Agreement to be bound by the following provision and Tenant must cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

"Subcontractor certifies and represents that Subcontractor and any entity or individual that owns or controls, or is controlled or owned by, or is under common control or ownership with Subcontractor is not currently indebted to the City and will not at any time during the Term be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Subcontractor acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to Subcontractor for services rendered in connection with the Agreement and, if the breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against the payments otherwise due to Subcontractor and/or the termination of Subcontractor for default (in which case Subcontractor will be liable for all excess costs and other damages resulting from the termination.)"

5.11 **MBE/WBE Compliance.** Tenant shall make good faith efforts to meet the following goals with respect to participation of Minority Business Enterprises/Woman-Owned Business Enterprises ("MBE/WBE") in the design (including professional services) and construction of Tenant's Improvements, respectively: (i) Design: 26% MBE and 6% WBE; and (ii) Construction: 26% MBE and 6% WBE. However, in consideration of the anticipated costs of the design and construction of the Concession, the City will accept a participation plan that meets a combined single *Design and Construction* goal of 26% MBE and 6% WBE

participation, which participation may be achieved with any combination of construction and design contracts. The Special Conditions and related forms used by the City in its own procurements are attached hereto as Exhibit 9 and should be used by Tenant's Contractors. Tenant must submit to the CMR completed Schedules C's and D's from its design and construction Contractors demonstrating their percentage MBE and WBE participation commitments, and their good faith efforts to achieve the foregoing goals if the commitments are less than those goals. Thereafter, Tenant must submit periodic reports to the CMR, in a form and frequency determined by the Commissioner, documenting its Contractors' compliance with their commitments.

ARTICLE 6 TERM OF AGREEMENT

6.1 **Term.** The term of this Agreement is the Term as defined in Article 3, unless this Agreement is terminated earlier in accordance with its terms.

6.2 **Holding Over.**

A. **With consent.** Any holding over after expiration of the Term with the written consent of the Commissioner constitutes a month-to-month lease on the same terms and conditions as this Agreement, including payment of the Rent attributable to the portion or portions of the Leased Space that Tenant continues to occupy. Thereafter, Tenant must surrender and vacate the Leased Space no later than the 30th day following notice from the Commissioner that the month-to-month holdover is terminated; Tenant's failure to do so shall be deemed a holding over without consent under (B).

B. **Without consent.** If Tenant continues to occupy all or a portion of the Leased Space without the written consent of the Commissioner after expiration or termination of this Agreement in its entirety, or as to any such portion of the Leased Space where the Lease under this Agreement has expired or terminated, the holding over constitutes a month-to-month lease on the same terms and conditions as this Agreement, except that Tenant must pay Rent for the entire holdover period for the Leased Space where the Lease has expired or been terminated at double the annual rate of the Rent payable for that Leased Space during the immediately preceding Lease Year. No occupancy of Leased Space by Tenant after the expiration or other termination of the Lease under this Agreement with respect to such Leased Space extends the Term of this Agreement or the Lease, except as a holdover tenancy. Also, in the event of such holdover tenancy, Tenant shall indemnify the City against all damages arising out of the Tenant's retention of occupancy, including but not limited to any costs incurred by the City to evict Tenant, and all insurance policies and letters of credit required to be obtained and maintained by Tenant as set forth in this Agreement shall continue in effect.

6.3 **Return of the Leased Space and Removal of Improvements.**

A. At the termination or expiration for any reason of this Agreement or the Lease as to any portion of the Leased Space, Tenant must promptly, peaceably, quietly and in good order quit, deliver up and return the Leased Space (or that portion as to which the Lease has

terminated, in the case of a partial termination) in good condition and repair, ordinary wear and tear and damage by fire or other casualty excepted.

B. Tenant must remove all Tenant personal property and proprietary trade fixtures from the Leased Space or the portions of the Leased Space before the date of termination or expiration. Any personal property or trade fixtures remaining in the Leased Space 48 hours after the date of termination or expiration shall be deemed abandoned, and the City may dispose of such personal property or trade fixtures in the Commissioner's sole discretion, and Tenant shall have no claim to the proceeds, if any, from such disposition.

C. Further, at the Commissioner's request (which request will be given in writing at least 30 days before the termination or expiration of the Term), Tenant must remove all Improvements installed by or for Tenant, or Tenant's agents, employees or Subcontractors, except for Improvements that the Commissioner may elect to require Tenant to leave in place (excluding proprietary property which Tenant shall retain and remove). As provided in Section 5.2, all Improvements are City property and, if not requested to be removed by the Commissioner, may be used by the City or a replacement tenant; provided, however, that all of Tenant's trade dress, service marks, trademarks and trade names shall be removed, obliterated or painted out in a commercially reasonable manner at Tenant's cost. If directed by the Commissioner to remove Improvements, Tenant must also cap off any plumbing or drains and remove, obliterate or paint out any and all of its signs, advertising and displays as the Commissioner or his designated representative may direct, and repair any holes or other damage left or caused by Tenant.

D. Tenant must repair any damage to the Leased Space caused by Tenant's removal of Tenant personal property, trade fixtures and Improvements. All the removal and repair required of Tenant under this section are at Tenant's sole cost and expense.

E. If Tenant fails to perform any of its foregoing obligations, then the Commissioner may cause the obligations to be performed by Department personnel or City contractors, and Tenant must pay the cost of the performance, together with interest thereon at the Default Rate from and after the date the costs were incurred until receipt of full payment therefor.

6.4 **Termination Due to Change in Airport Operations.** This Agreement, or the Lease of any affected Leased Space, is subject to termination by either party on 60 days' written notice in the event of any action by the FAA, the TSA or any other governmental entity or the issuance of an order by any court of competent jurisdiction which prevents or restrains the use of the Airport, the Terminals or a portion thereof that renders performance by either party in the Leased Space impossible, and which governmental action or court order remains in force and is not stayed by way of appeal or otherwise, for a period of at least 90 days, so long as the action or order is not the result of any Event of Default of Tenant.

6.5 Eminent Domain.

A. If the entirety of the Terminals or a substantial part of them, including the entire Leased Space, is taken by eminent domain by an authority other than the City, the Term of this Agreement will end upon the earlier of the date when possession is required by the condemning authority or the effective date of the taking.

B. If any eminent domain proceeding is instituted by an authority other than the City in which it is sought to take any part of the Airport or the Terminals, the taking of which would, in the good faith judgment of the Commissioner or Tenant, render it impractical or undesirable to conduct Concession operations on the remaining portion of the Leased Space for the intended purposes, the Commissioner and Tenant will each have the right to terminate this Agreement upon not less than 90 days' written notice to the other.

C. In the event of termination of this Agreement under either (A) or (B), all Rent accrued for the Leased Space in question prior to the termination date is payable to the City. However, the City shall have no obligation to pay Tenant any unamortized Improvement Costs for such Leased Space, and Tenant shall look solely to the condemning authority for any award of damages.

6.6 Early Termination. Notwithstanding anything to the contrary set forth in this Lease, the Commissioner may terminate this Agreement with respect to any or all of the Leased Space without cause for any reason, in the Commissioner's sole discretion, upon at least ninety (90) days prior written notice to Tenant. Upon the effective date set forth in such notice, Tenant shall surrender and vacate that portion of Leased Space as to which this Agreement is being terminated as if the Agreement had expired on that date with respect to such Leased Space. In the event of such early termination, the City shall pay to Tenant a "Leased Space Termination Payment", which shall be defined herein to include the following: (i) a sum equal to the unamortized balance of Tenant's Improvement Costs with respect to the Leased Space being terminated, depreciated using the monthly straight-line method over the term of the lease commencing on the Date of Beneficial Occupancy of the Leased Space being terminated; and (ii) a sum equal to Gross Revenues earned by Tenant from the Leased Space being terminated during the four (4)-month period immediately preceding the termination date, less the Rent payable to the City for that period. Upon Tenant's receipt of the Leased Space Termination Payment and vacation of the Leased Space, the City and Tenant shall thereafter be released from any and all obligations under this Agreement with respect to the Leased Space except for such obligations which are expressly stated to survive the expiration or earlier termination of this Agreement.

ARTICLE 7 RENT AND FEES

7.1 Rent Payable.

A. In consideration of Tenant's Lease of the Leased Space and the License to operate its Concession in the Leased Space and the associated rights and privileges granted in this Agreement, Tenant must pay the following, without notice or demand, as rent and fees

(collectively, “**Rent**”) as follows:

(i) Base Rent: Beginning as of the Delivery Date of any portion of the Leased Space, the Base Rent for such Leased Space as set forth on Exhibit 2. The initial Base Rent applicable to each Leased Space will increase in each succeeding License Year by 3% following the initial License Year compounded annually. The annual Base Rent is payable in monthly installments and will be prorated for any partial Lease Year.

(ii) License Fee. Beginning as of the first Date of Beneficial Occupancy of a Retail Space, an amount equal to the greater of a. or b.:

- a. Percentage Fee. The “**Percentage Fee**” is an amount equal to the product of the Percentage Fee Rates and Gross Revenues.
- b. Minimum Annual Guarantee. There is no “**Minimum Annual Guarantee (MAG)**” or “**MAG**” for the first and second Lease Years of the Term. The Minimum Annual Guarantee will be established beginning in the third Lease Year at an amount equal to 85% of the Percentage Fee payable in the second Lease Year. In the subsequent Lease Years of the Term, the MAG will equal 85% of the Percentage Fee calculated for the prior Lease Year but will never be less than the MAG established in the third Lease Year.

In the event the Leased Space is comprised of two or more distinct Retail Spaces that are opening for Concession operations on different dates, then Exhibit 2 must apportion the MAG payable for the entire Agreement among the various Retail Spaces. The MAG for each Retail Space shall become payable upon its DBO, prorated for any partial year. Upon the DBO of the final Retail Space, the entire MAG shall be payable, prorated for any partial year.

(iii) Pre-Construction License Fee. In the event Tenant conducts, with the Commissioner’s approval, concession operations in any portion of the Retail Space prior to the construction of the Improvements, then the “**Pre-Construction License Fee**” is an amount equal to 20% of Gross Revenues during each calendar month (or portion thereof) from the Delivery Date through the DBO of the Retail Space.

(iv) Additional Rent. The Marketing Fee and Distribution Fee, if any, and any other charges payable to the City under this Agreement that are identified as Additional Rent. Failure by Tenant to pay Rent, or any portion thereof, when due is an Event of Default.

B. Impositions. Tenant must timely pay, as and when due, any and all taxes, assessments, fees, and charges levied, assessed or imposed by a governmental unit upon this Agreement, the Leased Space, Tenant’s leasehold, Tenant’s Concession business or upon Tenant’s personal property, including but not limited to all permit fees and charges of a similar nature for Tenant’s conduct of any business or undertaking in the Leased Space (collectively, “**Impositions**”). Tenant must provide the Concession Management Representative with copies

of any business licenses or permits required for the Tenant to operate the Concession. Tenant must provide Commissioner a copy of all notices relating to leasehold taxes on the Leased Space within 30 days after receipt and must provide the Commissioner with a receipt indicating payment of leasehold taxes on the Leased Space when due. Nothing in this Agreement precludes Tenant from contesting the amount of an Imposition, including those taxes or charges enacted or promulgated by the City, but unless otherwise allowed by the entity imposing the tax or charge, Tenant must pay the tax or charge pending the judicial or administrative decision on the Tenant's contest. Failure of Tenant to pay any Imposition when due, except to the extent that Tenant is allowed to withhold payment while contesting the amount of the Imposition, will constitute an Event of Default. As provided in Section 4.1, Tenant acknowledges that the leasehold created under this Agreement is taxable, and while Tenant may contest the amount of the leasehold tax, Tenant shall not contest its applicability.

C. Rent under this Agreement is not considered to be a tax and is independent of any Imposition levied by the City on the Tenant's business. Further, the payment of the Rent under this Agreement is independent of each and every other covenant and agreement contained in this Agreement, and Tenant must pay all Rent without any set off, abatement, counterclaim or deduction whatsoever except as otherwise expressly provided in this Agreement. If Tenant is directed to move its Concession operations to a Relocation Space, and the City determines that the affected Retail Space is to be closed before completion of the Improvements in the Relocation Space, then adjustments will be made to the Minimum Annual Guarantee until Tenant begins Concession operations in the Relocation Space. Such adjustments will be in the same proportion as the Gross Revenues attributable to the Retail Space to be closed bears to the Gross Revenues for the entire Retail Space to which the Minimum Annual Guarantee applies. If actual Gross Revenue amounts are not available, the adjustment will be made based on the MAG per location estimates in Exhibit 2.

7.2 Time of Payments.

A. On or before the first day of each calendar month, prorated for any partial calendar month, beginning on the Delivery Date of the first Leased Space and continuing throughout the Term, Tenant must pay to the City the monthly installment of Base Rent owed pursuant to Section 7.1(A)(i).

B. On or before the first day of each calendar month, prorated for any partial calendar month, beginning on the DBO of the first Leased Space and continuing throughout the Term, Tenant must pay to the City:

(i) that portion of the Minimum Annual Guarantee as may be due pursuant to Section 7.1(A)(ii)(b);

C. On or before the 15th day of each month, beginning the month following the month in which the DBO of the first Leased Space occurs, Tenant must pay the City:

(i) the amount, if any, by which the actual Percentage Fee for the preceding month pursuant to Section 7.1(A)(ii)(a) exceeds the Minimum Annual Guarantee payment that was made on the first day of the month;

(ii) the Marketing Fee, Distribution Fee and additional rent, if any, based on the Gross Revenues of the preceding month or pre-determined amount; and

(iii) any other charges payable to the City.

D. If the annual statement of Gross Revenues indicates that the Percentage Fee attributable to the preceding Lease Year exceeds the amount of all payments made by Tenant to the City for the Lease Year in question, then Tenant must pay the amount of the underpaid Percentage Fee to the City upon the submission of the annual statement of Gross Revenues. If the annual statement of Gross Revenues indicates that the Percentage Fee attributable to the preceding Lease Year is less than the amount of all License Fee payments made by Tenant to the City for the period in question, but the Percentage Fee still exceeds the MAG for that Lease Year, then Tenant will receive a credit against the next License Fee payment due under this Agreement for the amount by which the License Fee actually paid by Tenant exceeded the Percentage Fee attributable to the period.

7.3 **Material Underpayment or Late Payment.** Without waiving any other remedies available to the City, if:

(i) Tenant underpaid Rent due in any calendar year by more than 5%, or

(ii) Tenant failed to make any Rent payments within 5 days of the date due, then Tenant must pay, in addition to the amount due the City as Rent, interest on the amount of underpayment or late payment at the Default Rate. Interest on the amount underpaid accrues from the date on which the original payment was due until paid in full and shall be considered Additional Rent. The provision for the payment of interest does not constitute an authorization by the City of underpayment or late payment.

7.4 **Reports.**

A. Monthly. Tenant must furnish to the Commissioner on or before the 15th day of each calendar month falling wholly or in part within the Term of this Agreement a complete statement, certified by Tenant, of the amount of Gross Revenues derived from each Retail Space by Tenant during the preceding month.

B. Daily and/or Weekly. Tenant will furnish to the Commissioner daily and/or weekly sales reports, if requested, breaking down all sales and Gross Revenues by day, daypart (breakfast, lunch, dinner and late/overnight), selling category and by each separate Retail Space. If so requested, Tenant will provide Commissioner with statistical information regarding the number and type of transactions occurring at each Retail Space, in the form specified by the Commissioner. In addition to providing the City the foregoing daily and/or weekly reports, if requested, Tenant shall make all such reports available in an electronic,

searchable format acceptable to the City. The City may require Tenant to provide such electronic, searchable reports more or less frequently than other reports requested pursuant to this subsection.

C. Annually or more often.

(i) Tenant also must furnish to Commissioner no later than March 1 of each Lease Year falling wholly or in part within the Term of this Agreement, and within 120 days after the expiration or termination of this Agreement, a complete statement of revenues certified by an independent certified public accountant engaged by Tenant, showing in all reasonable detail the amount of Gross Revenues made by Tenant in, on or from the Leased Space during the preceding Lease Year and copies of all returns and other information filed with respect to Illinois sales and use taxes as well as such other reasonable financial and statistical reports as the Commissioner may, from time to time, require by written notice to Tenant.

(ii) The annual statement must include a breakdown of Gross Revenues on a month-by-month basis and an opinion of an independent certified public accountant that must include the following language, or language of similar purport:

"We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago by [_____] for the year ended _____ relating to its operations at the Terminals pursuant to an Agreement dated _____, . Our examination was made in accordance with generally accepted accounting principles and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement showing gross revenues of \$ _____ presents accurately the amount of Gross Revenues, as defined in the Agreement, for the year ended ____."

D. All such reports and statements must be prepared on a form approved by the Commissioner and must, among other things, provide a breakdown of the Gross Revenues by category of Products and an analysis of all Percentage Fees due and payable to the City with respect to the period in question. If Tenant fails to timely furnish to the Commissioner any monthly or annual statement required under this Agreement or if the independent certified public accountant's opinion is qualified or conditioned in any manner, the Commissioner has the right (but is not obligated) without notice, to conduct an audit of Tenant's books and records and to prepare the statements at Tenant's expense. Tenant must also provide the Commissioner with such other financial or statistical reports and information concerning the Leased Space or any part thereof, in the form as may be reasonably required from time to time by the Commissioner.

7.5 Books, Records and Audits.

A. Except as provided below, Tenant must prepare and maintain at its office full, complete and proper books, records and accounts in accordance with generally accepted accounting procedures relating to and setting forth the Gross Revenues, including but not limited to Gross Revenues generated by sales of Products for cash, debit, check, gift certificate, credit, or any other form of compensation, and must require and cause its operations personnel to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant. The books and source documents to be kept by Tenant must include true copies of all federal, state and local tax returns filed with respect to Tenant's Concession operation and reports, records of inventories and receipts of Products, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the Leased Space by Tenant and any other persons conducting business in or from the Leased Space. Pertinent original sales records must include the following documents or their auditable electronic equivalents:

- (i) cash register tapes, including tapes from temporary registers,
- (ii) serially pre-numbered sales slips,
- (iii) the original records of all mail and telephone orders at and to the Leased Space,
- (iv) original records indicating that Products returned by customers was purchased at the Leased Space by the customers,
- (v) memorandum receipts or other records of Products taken out, on approval,
- (vi) detailed original records of any exclusions or deductions from Gross Revenues,
- (vii) sales tax records, and
- (viii) such other sales records, if any, that would normally be examined by an independent accountant under accepted auditing standards in performing an audit of Tenant's Gross Revenues.

B. Tenant must record at the time of each sale or other transaction, all receipts, whether in physical form or electronic, from the sale or other transaction. The books, records and accounts, including any sales tax reports that Tenant may be required to furnish to any government or governmental agency, must at all reasonable times be open to the inspection (including the making of copies or extracts) of the Commissioner, the Commissioner's auditor or other authorized representative or agent at the Leased Space or Tenant's other offices in Chicago for a period of at least three (3) years after the expiration of each calendar year falling wholly or in part within the Term.

C. The acceptance by the Commissioner of payments of any Percentage Fee is without prejudice to the Commissioner's right to conduct an examination of the Tenant's books and records relating to Gross Revenues and of inventories of Products at the Retail Space, in order to verify the amount of Gross Revenues made in and from the Retail Space.

D. After providing Tenant at least 3 days prior oral or written notice, the

Commissioner may inspect the books and records of Tenant. Further, at its option, the Commissioner may at any reasonable time, upon no less than 10 days prior written notice to Tenant cause a complete audit to be made of Tenant's entire records relating to the Retail Space for the period covered by any statement issued by Tenant as above set forth. If the audit discloses that Tenant's statement of Gross Revenues is understated to the extent of:

(i) 3% or more, Tenant must promptly pay the City the cost of the audit in addition to the deficiency (and any interest on the deficiency at the Default Rate), which deficiency is payable in any event, and if

(ii) 5% or more, an Event of Default is considered to have occurred, and in addition to all other remedies available under this Agreement, at law, or in equity, the Commissioner has the right to terminate this Agreement immediately upon giving notice to Tenant, without any opportunity for Tenant to cure.

In addition to the foregoing, and in addition to all other remedies available to the City, if Tenant or the City's auditor schedules a date for an audit of Tenant's records and Tenant fails to be available or otherwise fails to comply with the reasonable requirements for the audit, Tenant must pay all reasonable costs and expenses associated with the scheduled audit.

7.6 **Revenue Control.** Upon the request of the Commissioner Tenant must make available monthly sales data for each Retail Space ("**Point of Sale Data**"), reflecting the amount of each sales transaction, items sold per transaction, time and date of the transaction, and specifying the sales category applicable to each item sold. At such time, if any, as computerized Point of Sale Data systems ("**POS Systems**") have been developed to a point where the Commissioner deems it necessary or desirable to install such a POS System, then Tenant must upon request and at its own expense, install such a POS System in the Retail Space or, if it already uses such a system, must use reasonable efforts to promptly cause the system to conform to the City's POS System, provided, in no event shall Tenant be required to disclose customer data in contravention of applicable laws. Tenant shall be given a reasonable amount of time, not to exceed one year, to accomplish the foregoing.

7.7 **Lien.** In addition to any liens as may arise under Illinois law, the City has a contractual lien under this Agreement on all property, including Tenant personal property located on the Leased Space, but excluding any Products that is subject to floor plan financing, as security for non-payment of any Rent due.

ARTICLE 8 INSURANCE, INDEMNITY AND SECURITY

8.1 **Insurance.** Tenant must, at its sole expense, procure and maintain at all times during the Term of this Agreement, and during any time period following expiration or termination of this Agreement during which Tenant is holding over or Tenant is required to return to the Leased Space for any reason whatsoever, the types of insurance specified in Exhibit 7 covering all operations under this Agreement, with insurance companies authorized to do business in the State of Illinois.

8.2 Indemnification.

A. Except where this indemnity clause would be found to be inoperative or unenforceable under the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq. (“**Anti-Indemnity Act**”), Tenant must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees, from and against any and all Losses.

B. “**Losses**” means, individually and collectively, liabilities of every kind, including losses, damages, and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Tenant, its employees, agents, subtenants, and Subcontractors.

C. At the City Corporation Counsel's option, Tenant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Tenant of any of its obligations under this Agreement. Tenant must not make any settlement without the prior written consent to it by the City Corporation Counsel if the settlement requires any action on the part of the City or in any way involving the Airport.

D. To the extent permissible by law, Tenant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any limits applicable to a claim by any employee of Tenant that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The waiver, however, does not require Tenant to indemnify the City for the City's own negligence to the extent doing so would violate the Anti-Indemnity Act. The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

E. The indemnities contained in this section survive expiration or termination of this Agreement, for matters occurring or arising during the Term of this Agreement or as the result of or during the holding over of Tenant beyond the Term. Tenant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Tenant's duties under this Agreement, including the insurance and Security requirements.

8.3 Security

A. Form of Security.

(i) Tenant must deliver to the City no later than the earlier to occur of: a) 30 business days after the Effective Date or b) the Delivery Date for the first Leased Space, an irrevocable,

unconditional sight draft Letter of Credit in favor of the City. The face amount of the Letter of Credit and any replacements or renewals of it must be maintained by Tenant, through and including the date that is 180 days after the expiration of the Term or termination of this Agreement, as follows: the face amount of the Letter of Credit must equal a) until the third full Lease Year of the Term, \$25,000, and b) during and after the third full Lease Year of the Term, 25% of third full Lease Year MAG in the form of an irrevocable letter of credit issued in favor of the City or a cash deposit. If a letter of credit is provided as the form security, it will be required to be adjusted throughout the Term, as the MAG increases or decreases. The Letter of Credit must be in the form set forth in Exhibit 6 or as otherwise approved by the Corporation Counsel.

(ii) In lieu of the Letter of Credit, Tenant may provide cash or a cashier's check in the same amount for immediate deposit in the City's accounts. The Letter of Credit, cash or cashier's check, as applicable, is referred to in this Agreement as the "**Security**." The original Letter of Credit, and all replacements of it, must be issued with an expiry date of at least one year after their respective dates of issuance. The Security secures the faithful performance by Tenant of all of Tenant's obligations under this Agreement. The Commissioner is entitled to draw on any such Letter of Credit unless proof of renewal of the Letter of Credit or a replacement Letter of Credit in form and substance satisfactory to the Comptroller has been furnished to the Commissioner at least 30 days before its expiration date. The City will hold the proceeds as a cash Security to secure the full and faithful performance of Tenant's obligations under this Agreement. The Commissioner is not obligated to pay or credit Tenant with interest on any Security.

(iii) The Commissioner also is entitled to draw on the Letter of Credit in whole or in part upon the occurrence of an Event of Default, which such Event of Default remains uncured after any applicable cure period, in which event the Commissioner is entitled to apply or retain all or any part of the proceeds of it or any cash or other Security deposited by Tenant and held by the City for the payment of any obligation of Tenant arising before or after the Event of Default; provided, the Commissioner is not entitled to draw on the Letter of Credit if such Event of Default permits cure and has been cured.

(iv) The Letter of Credit must provide that the Commissioner may draw upon the Letter of Credit in whole or in part upon the delivery by the Commissioner to the issuer of the Letter of Credit of a demand for payment, purportedly signed by the Commissioner, together with a written statement that the Commissioner is entitled to draw upon the Letter of Credit under the terms of this Agreement. If amounts are drawn upon the Letter of Credit or amounts of a cash Security are applied by the Commissioner in accordance with the terms of this Agreement, Tenant must reinstate the Letter of Credit or cash Security to its full amount required in this Agreement within 5 days following notification by the Commissioner of the City's draw upon the Letter of Credit or use of the cash Security. The rights reserved to the Commissioner or the City under the Letter of Credit or any cash Security are in addition to any rights they may have under this Agreement or under law.

B. Qualified Issuers. The Letter of Credit called for in this Agreement must be issued by companies or financial institutions having a rating of "A" or better as determined by Standard and Poor's or by Moody's Investors Service, Inc., or a net worth of at least \$500,000,000, and must have an office in Chicago where the Commissioner may draw on the Letter of Credit. The Commissioner also reserves the right to order Tenant to immediately close some or all of the Leased Space until the Letter of Credit is in place and effective.

C. Right to Require Replacement of Letter of Credit. If the financial condition of any Letter of Credit issuer issuing the Letter of Credit materially and adversely changes, the Commissioner may, at any time, require that the Letter of Credit be replaced with a Letter of Credit from another institution and in accordance with the requirements set forth in this section.

D. No Excuse from Performance. None of the provisions contained in this Agreement nor in the Letter of Credit required under this Agreement excuse Tenant from faithfully performing in accordance with the terms and conditions of this Agreement or limit the liability of Tenant under this Agreement for any and all damages in excess of the amounts of the Letter of Credit.

E. Non-Waiver. Notwithstanding anything to the contrary contained in this Agreement, the failure of the Commissioner to draw upon the Letter of Credit required under this Agreement or to require Tenant to replace the Letter of Credit at any time or times when the Commissioner has the right to do so under this Agreement does not waive or modify the Commissioner's rights to draw upon the Letter of Credit and to require Tenant to maintain or, as the case may be, replace the Letter of Credit, all as provided in this Section.

ARTICLE 9 DEFAULT, REMEDIES AND TERMINATION

9.1 Events of Default. The following (A) through (N) constitute Events of Default by Tenant under this Agreement. The Commissioner will notify Tenant in writing of any event that the Commissioner believes to be an Event of Default. Tenant will be given an opportunity to cure the Event of Default within a reasonable period of time, as determined by the Commissioner, but not to exceed 30 days after written notice of the Event of Default; provided, that (i) if a provision of this Agreement provides for a different cure period for a particular Event of Default, that different cure period will apply; (ii) if a provision of this Agreement does not expressly allow a right to cure a particular Event of Default, there will be no right to cure; and (iii) if neither (i) or (ii) apply and if the promise, covenant, term, condition or other non-monetary obligation or duty cannot be cured within the time period granted by the Commissioner, but Tenant promptly begins and diligently and continuously proceeds to cure the failure within the time period granted and after that continues to diligently and continuously proceed to cure the failure, and the failure is reasonably susceptible of cure within 45 days from delivery of the notice, Tenant will have the additional time, not in any event to exceed 45 days, to cure the failure.

A. Any material misrepresentation made by Tenant to the City in the inducement

to City to enter this Agreement or in the performance of this Agreement. There is no right to cure this Event of Default.

B. Tenant's failure to make any payment in full when due under this Agreement and failure to cure the default within five days after the City gives written notice of the non-payment to Tenant. In addition, Tenant's failure to make any such payment within five days after the written notice more than three times in any Lease Year constitutes an Event of Default without the necessity of the City giving notice of the fourth failure to Tenant or allowing Tenant any opportunity to cure it.

C. Tenant's failure to promptly and fully keep, fulfill, comply with, observe, or perform any promise, covenant, term, condition or other non-monetary obligation or duty of Tenant contained in this Agreement.

D. Tenant's failure to promptly and fully perform any obligation or duty, or to comply with any restriction of Tenant contained in this Agreement concerning Transfer or Change in Ownership, whether directly or indirectly, of Tenant's rights or interests in this Agreement or of the ownership of Tenant.

E. Tenant's failure to provide or maintain the insurance coverage required under this Agreement (including any material non-compliance with the requirements) and the failure to cure the Event of Default within two days following oral or written notice from the Commissioner; or, if the noncompliance is non-material, the failure to cure the Event of Default within 20 days after the Commissioner gives written notice. The Commissioner, in the Commissioner's sole discretion, will determine if noncompliance is material.

F. Tenant's failure to conduct Concession operations in any Retail Space at all times Tenant is required to do so under this Agreement.

G. Tenant's failure to comply with the Value Pricing policy.

H. Tenant's failure to begin or to complete its Improvements on a timely basis or to timely open for business in the Leased Space or any portion of it as required herein.

I. An Event of Default by Tenant or any Affiliate under any other agreement it may presently have or may enter into with the City during the Term of this Agreement and failure to cure the default within any applicable cure period.

J. Tenant or Guarantor, if any, does any of the following and the action affects Tenant's ability to carry out the terms of this Agreement:

(i) becomes insolvent, as the term is defined under Section 101 of the Bankruptcy Code as amended from time to time; or

(ii) fails to pay its debts generally as they mature; or

(iii) seeks the benefit of any present or future federal, state or foreign insolvency statute; or

(iv) makes a general assignment for the benefit of creditors, or

(v) files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any State or any foreign jurisdiction; or

(vi) consents to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property.

K. An order for relief is entered by or against Tenant or Guarantor (if any) under any chapter of the Bankruptcy Code or similar law in any foreign jurisdiction and is not stayed or vacated within 60 days following its issuance.

L. Tenant is dissolved.

M. A violation of law that results in a guilty plea, a plea of nolo contendere, guilty finding, or conviction of a criminal offense, by Tenant, or any of its directors, officers, partners or key management employees directly or indirectly relating to this Agreement, and that may threaten, in the sole judgment of Commissioner, Tenant's performance of this Agreement in accordance with its terms.

N. Any failure to perform, act, event or omission that is specifically identified as an Event of Default elsewhere in this Agreement.

9.2 **Remedies.**

If an Event of Default occurs and is not cured by Tenant in the time allowed, in addition to any other remedies provided for in this Agreement, including the remedy of Self-help as provided in Section 9.3, the City through the Commissioner or other appropriate City official may exercise any or all of the following remedies:

A. Terminate this Agreement with respect to all or a portion of the Leased Space and exclude Tenant from that part of the Leased Space affected by the termination. If the Commissioner elects to terminate this Agreement, the Commissioner may, at the Commissioner's sole option, serve notice upon Tenant that this Agreement ceases and expires and becomes absolutely void with respect to the Leased Space or that part identified in the notice on the date specified in the notice, to be no less than five days after the date of the notice, without any right on the part of Tenant after that to save the forfeiture by payment of any sum due or by the performance of any term, provision, covenant, agreement or condition broken. At the expiration of the time limit in the notice, this Agreement and the Term of this Agreement, as well as the right, title and interest of Tenant under this Agreement, wholly ceases and expires and becomes void with respect to the Leased Space identified in such notice in the same manner

and with the same force and effect (except as to Tenant's liability) as if the date fixed in the notice were the date in this Agreement stated for expiration of the Term with respect to the Leased Space identified in such notice.

B. Recover all Rent, including Additional Rent and any other amounts due that have accrued and are then due and payable and also all damages available at law or under this Agreement. If the Agreement is terminated, whether in its entirety or with respect to a part of the Leased Space, the damages will include damages for the balance of the scheduled Term, based upon any and all amounts that Tenant would have been obligated to pay for the balance of the Term with respect to the Leased Space, or if this Agreement is terminated with respect to a portion of the Leased Space, that portion of the Leased Space affected by the termination, calculated as provided in this Agreement or, if not fixed, as reasonably estimated and prorated among the various portions of the Leased Space. In determining the amount of damages for the period after termination, the Commissioner may make the determination based upon the sum of any future payments that would have been due to the City, for the full Lease Year immediately before the Event of Default. All amounts that would have been due and payable after termination for the balance of the Term with respect to all or a portion of the Leased Space must be discounted to present value at the Default Rate existing as of the date of termination. The Commissioner may declare all amounts to be immediately due and payable.

C. At any time after the occurrence of any uncured Event of Default, whether or not the Lease under this Agreement has been terminated, reenter and repossess the Leased Space and/or any part of it with or without process of law, so long as no undue force is used, and the City has the option, but not the obligation, to re-lease all or any part of the Leased Space. The City, however, is not required to accept any Tenant proposed by Tenant or to observe any instruction given the City about such a re-lease. The failure of the City to re-lease the Leased Space or any part or parts of it does not relieve or affect Tenant's liability under this Agreement nor is the City liable for failure to re-lease. Reentry or taking possession of the Leased Space does not constitute an election on the City's part to terminate this Agreement unless a written notice of the election by the Commissioner is given to Tenant. Even if the City re-leases without termination, the Commissioner may at any time thereafter elect to terminate this Agreement for any previous uncured Event of Default. For the purpose of re-leasing, the Commissioner may decorate or make repairs, changes, alterations or additions in or to the Leased Space to the extent deemed by the Commissioner to be desirable or convenient, and the cost of the decoration, repairs, changes, alterations or additions will be charged to and payable by Tenant as Additional Rent under this Agreement. Any sums collected by the City from any new Tenant obtained on account of Tenant will be credited against the balance of the Rent due under this Agreement. Tenant must pay the City monthly, on the days when payments of Rent would have been payable under this Agreement, the amount due under this Agreement less the amount obtained by the City from the new Tenant, if any.

D. Enter upon the Leased Space, distrain upon and remove from it all inventory, equipment, machinery, trade fixtures and personal property of any kind or nature, whether owned by Tenant or by others, and to proceed without judicial decree, writ of execution or

assistance or involvement of constables or the City's and Tenant's officers, to conduct a private sale, by auction or sealed bid without restriction. Tenant waives the benefit of all laws, whether now in force or later enacted, exempting any of Tenant's property on the Leased Space or elsewhere from distraint, levy or sale in any legal proceedings taken by the City to enforce any rights under this Agreement.

E. Seek and obtain specific performance, a temporary restraining order or an injunction, or any other appropriate equitable remedy.

F. Seek and obtain money damages; including special, exemplary, incidental and consequential damages.

G. Deem Tenant and Affiliates non-responsible in future contracts or concessions to be awarded by the City.

H. Declare Tenant and Affiliates in default under any other existing contracts or agreements they might have with the City and to exercise any remedies available under those other contracts or agreements.

I. Accept the assignment of any and all Subcontracts between Tenant and the design and construction Subcontractors.

J. Require Tenant to terminate a Subcontractor that is causing breaches of this Agreement.

9.3 **Commissioner's Right to Perform Tenant's Obligations.**

A. Upon the occurrence of an Event of Default that Tenant has failed to cure in the time provided, the Commissioner may, but is not obligated to, make any payment or perform any act required to be performed by Tenant under this Agreement in any manner deemed expedient by the Commissioner for the purpose of correcting the condition that gave rise to the Event of Default ("**Self-help**"). The Commissioner's inaction never constitutes a waiver of any right accruing to the City under this Agreement nor do the provisions of this section or any exercise by the Commissioner of Self-help under this Agreement cure any Event of Default. Any exercise of Self-help does not limit the right of any other City department or agency to enforce applicable City ordinances or regulations.

B. The Commissioner, in making any payment that Tenant has failed to pay:

(i) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim;

(ii) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien that may be asserted; and

(iii) in connection with the completion of construction, furnishing or equipping of the Leased Space or the licensing, operation or management of the Leased Space or the payment of any of its operating costs, may do so in such amounts and to such persons as the Commissioner may deem appropriate.

Nothing contained in this Agreement requires the Commissioner to advance monies for any purpose.

C. If Tenant fails to perform its obligations under this Agreement to maintain and operate the Leased Space in accordance with specified standards within 3 days following written notice from the Commissioner, or in the event of a serious health or safety concern or in an emergency (in which case no notice is required) the Commissioner may, but is not obligated to, direct the Department to perform or cause the performance of any such obligation in any manner deemed expedient by the Commissioner for the purpose of correcting the condition in question.

D. All sums paid by the City under the provisions of this Section and all necessary and incidental costs, expenses and reasonable attorneys' fees in connection with the performance of any such act by the Commissioner, together with interest thereon at the Default Rate, from the date of the City's payment until the date paid by Tenant, are deemed Additional Rent under this Agreement and are payable to the City within 10 days after demand therefor, or at the option of the Commissioner, may be added to any Rent then due or later becoming due under this Agreement, and Tenant covenants to pay any such sum or sums with interest at the Default Rate.

9.4 Effect of Default and Remedies

A. Tenant, for itself and on behalf of any and all persons claiming through or under it (including creditors of all kinds), waives and surrenders all right and privilege that they or any of them might have under or by reason of any present or future law, to redeem the Leased Space or to have a continuance of this Agreement for the Term, as it may have been extended, after having been dispossessed or ejected by process of law or under the terms of this Agreement or after the termination of this Agreement as provided in this Agreement.

B. The City's waiver of any one right or remedy provided in this Agreement does not constitute a waiver of any other right or remedy then or later available to the City under this Agreement or otherwise. A failure by the City or the Commissioner to take any action with respect to any Event of Default or violation of any of the terms, covenants or conditions of this Agreement by Tenant will not in any respect limit, prejudice, diminish or constitute a waiver of any rights of the City to act with respect to any prior, contemporaneous or later violation or Event of Default or with respect to any continuation or repetition of the original violation or Event of Default. The acceptance by the City of payment for any period or periods after an Event of Default or violation of any of the terms, conditions and covenants of this Agreement does not constitute a waiver or diminution of, nor create any limitation upon any right of the

City under this Agreement to terminate this Agreement for subsequent violation or Event of Default, or for continuation or repetition of the original violation or Event of Default. Tenant has no claim of any kind against the City by reason of the City's exercise of any of its rights as set forth in this Agreement or by reason of any act incidental or related to the exercise of rights.

C. All rights and remedies of the City under this Agreement are separate and cumulative, and none excludes any other right or remedy of the City set forth in this Agreement or allowed by law or in equity. No termination of this Agreement or the taking or recovery of the Leased Space deprives the City of any of its remedies against Tenant for Rent, including Additional Rent or other amounts due or for damages for the Tenant's breach of this Agreement. Every right and remedy of the City under this Agreement survives the expiration of the Term or the termination of this Agreement.

ARTICLE 10 SPECIAL CONDITIONS

10.1 **Warranties and Representations.** In connection with the execution of this Agreement, Tenant warrants and represents statements (A) through (L) below are true as of the Effective Date. If during the Term there is any change in circumstances that would cause a statement to be untrue, Tenant must promptly notify the Commissioner in writing. Failure to do so will constitute an Event of Default. Tenant must incorporate all of the provisions set forth in this Section 10.1 in all Subcontracts entered into with any suppliers of materials, furnishers of services, Subcontractors, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any materials, labor or services in connection with this Agreement, such that the parties warrant, represent and covenant to Tenant as to the matters set forth in this Section. Tenant must cause its Subcontractors to execute those affidavits and certificates that may be necessary in furtherance of these provisions. The certifications must be attached and incorporated by reference in the applicable agreements. If any Subcontractor is a partnership or joint venture, Tenant must also include provisions in its Subcontract ensuring that the entities comprising the partnership or joint venture are jointly and severally liable for its obligations under it.

A. Tenant is financially solvent; Tenant holds itself to very high standards of quality and professionalism; Tenant and each of its employees and agents are competent to perform as required under this Agreement; this Agreement is feasible of performance by Tenant in accordance with all of its provisions and requirements; Tenant has the full power and is legally authorized to perform or cause to be performed its obligations under this Agreement under the terms and conditions stated in this Agreement; and Tenant can and will perform, or cause to be performed, all of its obligations under this Agreement in accordance with the provisions and requirements of this Agreement

B. Tenant is qualified to do business in the State of Illinois; and Tenant has a valid current business privilege license to do business in the State of Illinois and the City of Chicago, if required by applicable law.

C. The person signing this Agreement on behalf of Tenant has been duly authorized to do so by Tenant; all approvals or consents necessary in order for Tenant to execute and deliver this Agreement have been obtained; and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated, nor the fulfillment of or compliance with the terms and conditions of this Agreement:

(i) conflict with or result in a breach, default or violations of: Tenant's organizational documents; any law, regulation, ordinance, court order, injunction, or decree of any court, administrative agency or governmental body, or any lease or permit; or any of the terms, conditions or provisions of any restriction or any agreement or other instrument to which Tenant is now a party or by which it is bound; or

(ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Tenant under the terms of any instrument or agreement.

D. There is no litigation, claim, investigation, challenge or other proceeding now pending or, to Tenant's knowledge after due and complete investigation, threatened, challenging the existence or powers of Tenant, or in any way affecting its ability to execute or perform under this Agreement or in any way having a material adverse effect on the operations, properties, business or finances of Tenant.

E. This Agreement constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and other laws affecting creditors' rights and remedies generally and by the application of equitable principles.

F. No officer, agent or employee of the City is employed by Tenant or has a financial interest directly or indirectly in this Agreement, a Subcontract under it, or the compensation to be paid under it except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code and as may otherwise be permitted by law.

G. Tenant has not and will not knowingly used the services of any person or entity for any purpose in its performance under this Agreement, when such person or entity is ineligible to perform services under this Agreement or in connection with it, as a result of any local, state or federal law, rule or regulation, or when such person or entity has an interest that would conflict the performance of services under this Agreement.

H. There was no broker instrumental in consummating this Agreement and no conversations or prior negotiations were had with any broker concerning the rights granted in this Agreement with respect to the Leased Space. Tenant shall hold the City harmless against any claims for brokerage commission arising out of any conversations or negotiations had by Tenant with any broker.

I. Neither Tenant nor any Affiliate of Tenant 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 with which the City may not do business under applicable law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, and Entity List, and the Debarred List.

J. Tenant, and to the best of Tenant's knowledge, its Affiliates, Subcontractors, any of their respective owners holding 7.5% or more beneficial ownership interest, and any of Tenant's directors, officers, members, or partners:

(i) currently have no interest, directly or indirectly, that conflicts in any manner or degree with Tenant's performance under this Agreement and will not at any time during the Term have any interest nor acquire any interest, directly or indirectly, that conflicts or would or may conflict in any manner or degree with Tenant's performance under this Agreement;

(ii) have no outstanding parking violation complaints or debts, as the terms are defined in Section 2-92-380 of the Municipal Code (with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding) and agrees that, for the Term, they will promptly pay any debts, outstanding parking violation complaints or monetary obligations to the City that may arise during the Term, with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding;

(iii) are not in default under any other City contract or agreement as of the Effective Date, nor have been deemed by the City to have been in default of any other City contract or agreement within five years immediately preceding the Effective Date;

(iv) are not in violation of the provisions of § 2-92-320 of the Municipal Code pertaining to certain criminal convictions or admissions of guilt and are not currently debarred or suspended from contracting by any Federal, State or local governmental agency;

(v) are not delinquent in the payment of any taxes due to the City; and

(vi) will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft at the Airport under current or future conditions or that might otherwise constitute a hazard to the operations of the Airport or to the public generally.

K. Except only for those representations, statements, or promises expressly contained in this Agreement, including any Exhibits attached to this Agreement and incorporated by reference in this Agreement, no representation, warranty of fitness, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Tenant to enter into this Agreement or has been relied upon by Tenant, including any with reference to:

(i) the meaning, correctness, suitability or completeness of any provisions or

requirements of this Agreement;

- (ii) the nature of the Concession license being granted;
- (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement;
- (iv) the general conditions that may in any way affect this Agreement or its performance;
- (v) the compensation provisions of this Agreement; or
- (vi) any other matters, whether similar to or different from those referred to in clauses (i) through (iv) immediately above, affecting or having any connection with this Agreement, the negotiation of this Agreement, any discussions of this Agreement, the performance of this Agreement or those employed in connection with it.

10.2 Business Documents, Disclosure of Ownership Interests and Maintenance of Existence.

A. Tenant must provide evidence of its authority to do business in the State of Illinois including, if applicable, certifications of good standing from the Office of the Secretary of State of Illinois, and appropriate resolutions or other evidence of the authority of the persons executing this Agreement on behalf of Tenant.

B. Tenant has provided the Commissioner with an Economic Disclosure Statement and Affidavit ("EDS") for itself and EDS(s) for all entities with an ownership interest of 7.5 percent or more in Tenant, copies of which have been scanned for viewing on the City's website. Upon request by the Commissioner, Tenant must further cause its Subcontractors, subtenants, sublicensees and proposed Transferees (and their respective 7.5 percent owners) to submit an EDS to the Commissioner. Tenant must provide the Commissioner, upon request, a "no change" affidavit if the information in the EDS(s) previously supplied remains accurate, or revised and accurate EDS(s) if the information contained in the EDS(s) has changed. In addition, Tenant must provide the City revised and accurate EDS(s) within 30 days of any event or change in circumstance that renders the EDS(s) inaccurate. Failure to maintain accurate EDS(s) on file with the City is an Event of Default.

10.3 Licenses and Permits. Tenant must in a timely manner consistent with its obligations under this Agreement, secure and maintain, or cause to be secured and maintained at its expense, the permits, licenses, authorizations and approvals as are necessary under federal, state or local law for Tenant, its subtenants (if any), and Subcontractors: to operate the Concession; to construct, operate, use and maintain the Leased Space; and otherwise to comply with the terms of this Agreement and the privileges granted under this Agreement. Tenant must promptly provide copies of any required licenses and permits to the Commissioner and to the Concession Management Representative.

10.4 **Confidentiality**. Except as may be required by law during or after the performance of this Agreement, Tenant will not disseminate any non-public information regarding this Agreement or the Concession operations without the prior written consent of the Commissioner, which consent will not be unreasonably withheld or delayed. If Tenant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any documents that may be in its possession by reason of this Agreement, Tenant must immediately give notice to the City's Corporation Counsel. The City may contest the process by any means available to it before the records or documents are submitted to a court or other third party. Tenant, however, is not obligated to withhold the delivery beyond that time as may be ordered by the court or administrative agency, and unless the subpoena or request is quashed or the time to produce is otherwise extended. Tenant must require each prospective Subcontractor to abide by such restrictions in connection with their respective Subcontracts.

10.5 **Subcontracts and Assignments**.

A. The City expressly reserves the right to assign or otherwise transfer all or any part of its interest under this Agreement, at any time and to any third party. Upon assignment to any successor or assignee of the City's right, title and interest in and to the Airport, the City is forever relieved, from and after the date of the assignment, of any and all obligations arising under or out of this Agreement, to the extent the obligations are assumed by the successor or assignee.

B. Limits on Tenant's transfers and changes in ownership:

(i) Tenant may not sell, assign, sublease, sublicense, convey, pledge, encumber or otherwise transfer (individually and collectively, "**Transfer**") all or any part of its rights or interests in or to this Agreement, the License, the Leased Space, the Term, or otherwise permit any third party to use the Leased Space, without prior consent of the City, which consent may be given or denied in the City's sole and absolute discretion. Consent by the City does not relieve Tenant from obtaining further consent from the City for any subsequent Transfer. Transfers involving all of Tenant's interest in this Agreement require approval of the City Council. Transfers of less than all of Tenant's interest in this Agreement require approval of the Commissioner. Consent by the City to any Transfer does not relieve Tenant from the requirement of obtaining consent from the City for any subsequent Transfer. Transfers that have the effect of granting a third party a security interest in this Agreement or the Leased Space as collateral for Tenant financing are strictly prohibited and, if entered into by Tenant, are an Event of Default.

(ii) Except as otherwise provided below, any transaction involving a change of any ownership interest in Tenant, whether to an Affiliate, subsidiary or otherwise, or the transfer of an interest in any holder of a direct or indirect ownership interest in Tenant, or any merger or consolidation of Tenant (individually and collectively, "**Change in Ownership**"), is subject to the consent of:

- a. City Council, in its sole discretion, if the Change in Ownership involves a 100% Change in Ownership of Tenant, or
- b. the Commissioner, in the Commissioner's reasonable discretion, if the Change in Ownership involves less than a 100% Change in Ownership of Tenant.

(iii) If Tenant (or, if Tenant is a joint venture or other entity comprised of other entities, any of the entities comprising Tenant) is a corporation whose shares are traded at arms-length on a public exchange, any Change in Ownership involving 5% or more of the shares of Tenant's (or if Tenant is a joint venture or other entity comprised of other entities, of any of the entities comprising Tenant) stock is subject to the City's consent as set forth above. In that event, Tenant must provide the City with such prior notice of a Change in Ownership as is not prohibited by law or by a confidentiality agreement executed in connection with the proposed Change in Ownership. If such prior notice is not permitted, then Tenant must notify the City as soon as possible after the Change in Ownership to obtain the City's consent to the Change in Ownership, which consent the City may grant or deny in its sole discretion. If Tenant (or if Tenant is a joint venture or other entity comprised of other entities, of any of the entities comprising Tenant) is a publicly traded corporation, a Change in Ownership of less than 5% does not require consent as set forth in (ii) above unless a series of such transactions results in a cumulative Change in Ownership of 5% or more.

(iv) Consent by the City to any Change in Ownership does not relieve Tenant (or if Tenant is a joint venture, any of the entities comprising Tenant) from the requirement of obtaining consent from the City for any subsequent Change in Ownership.

(v) Any Transfer or Change in Ownership made without the City's prior consent is an Event of Default subject to all remedies, including termination of this Agreement at the City's option, and does not relieve Tenant of any of its obligations under this Agreement for the balance of the Term. This section applies to prohibit a Transfer, such as an assignment by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings or by operation of law. Under no circumstances will any failure by the Commissioner to act on or submit any request by Tenant or to take any other action as provided in this Agreement be deemed or construed to constitute consent to the Tenant's request by the Commissioner or by the City Council. If the City is found to have breached its obligations under this Section, then Tenant's sole remedy is to terminate this Agreement without liability to either the City or Tenant.

(vi) Notwithstanding any permitted Transfer by Tenant of any rights under this Agreement, Tenant remains fully liable for all payments due to the City under this Agreement and for the performance of all other obligations under this Agreement. In the event of a permitted Transfer of the License or all or any portion of the Leased Space or Transfer of all or any portion of the Term, where the fees payable to Tenant exceed the Rent or pro rata portion of the Rent under this Agreement, as the case may be, for the License, Leased Space or Term, Tenant must pay the City monthly, as Additional Rent, at the same time as the monthly

installments of other Rent under this Agreement that are payable in monthly installments, the excess of the fees payable to Tenant pursuant to the Transfer over the Rent payable to the City under this Agreement.

(vii) Any or all of the requests by Tenant for consents under this Section must be made in writing and provided to the Commissioner (a) at least 60 days prior to the proposed Transfer or Change in Ownership if the Commissioner's consent is required; and (b) at least 120 days prior to a proposed Transfer or Change in Ownership if the City Council's consent is required, unless the City determines that more time is required. All requests for consent must include copies of the proposed documents of Transfer or Change in Ownership, evidence of the financial condition, reputation and business experience of the proposed transferee, completed Economic Disclosure Statements and Affidavits for all involved parties in the form then required by the City, and such other documents as the City may reasonably require to evaluate the proposed Transfer or Change in Ownership. All documents of Transfer or Change in Ownership must completely disclose any and all monetary considerations payable to Tenant in connection with the Transfer or Change in Ownership. Consent to a Transfer or Change in Ownership proposed under this Agreement is in the sole discretion of the City and, as a condition of the consent, the City may require a written acknowledgment from Tenant that, notwithstanding the proposed Transfer or Change in Ownership, Tenant remains fully and completely liable for all obligations of Tenant under this Agreement; however, Tenant shall remain so liable regardless of whether or not the City requests a written acknowledgement.

(viii) If any Transfer or Change in Ownership under this Agreement occurs, whether or not prohibited by this section, the Commissioner may collect the Rent payable under this Agreement from any transferee of Tenant and in that event will apply the net amount collected to the amounts payable by Tenant under this Agreement without, by doing so, releasing Tenant from this Agreement or any of its obligations under this Agreement. If any Transfer or Change in Ownership occurs without the consent of the City and the City collects compensation from any transferee of Tenant and applies the net amount collected in the manner described in the preceding sentence, the actions by the City are not deemed to be waiver of the covenant contained in this section and do not constitute acceptance of the transferee by the City.

(ix) All reasonable costs and expenses incurred by the City in connection with any prohibited or permitted Transfer or Change in Ownership must be borne by Tenant and are payable to the City as Additional Rent.

C. The provisions of this Agreement, to the extent applicable, are deemed a part of any sublease or contract between Tenant and a subtenant or Subcontractor.

D. Assignment of Subleases, Sublicenses and Subcontracts.

(i) Tenant shall assign to the City all of Tenant's right, title and interest in and to each and every permitted sublease and sublicense and each and every Subcontract with a design and construction Subcontractor, now or later executed by Tenant in connection with

the License or the Leased Space or any part of it. In connection with the assignment, Tenant must deliver all originally executed subleases, sublicenses and Subcontracts to the Commissioner. Any such assignment will become operative and effective only when and if the City accepts the assignment by giving written notice to Tenant and:

- a. either this Agreement and the Term of this Agreement or Tenant's right to possession under this Agreement are terminated pursuant to Article 9; or
 - b. in the event of the issuance and execution of a dispossess warrant or of any other re-entry or repossession by the City under the provisions of this Agreement; or
 - c. if an Event of Default exists.
- (ii) At the time, if any, that the assignment becomes effective as provided above, the subtenants or Subcontractors will be deemed to have waived all claims, suits, and causes of action against the City arising out of or relating to the period before the effective date of the assignment. Further, in no instance will the City be responsible for any claims by a subtenant or Subcontractor arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Tenant, its officials, employees, or agents.

10.6 Compliance with Laws. Tenant must at all times observe and comply with all applicable laws, statutes, ordinances, rules, regulations, court orders and executive or administrative orders and directives of the federal, state and local government, now existing or later in effect (whether or not the law also requires compliance by other parties), including the Americans with Disabilities Act and Environmental Laws, that may in any manner affect the performance of this Agreement (collectively, "**Laws**"), and must not use the Leased Space, or allow the Leased Space to be used, in violation of any Laws or in any manner that would impose liability on the City or Tenant under any Laws. Tenant must notify the City within seven days of receiving notice from a competent governmental authority that Tenant or any of its Subcontractors may have violated any Laws. Provisions required by any Law to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement. Without limiting the foregoing, Tenant covenants that it will comply with all Laws, including but not limited to the following:

A. In connection with Section 2-92-320 of the Municipal Code, Tenant has executed an Economic Disclosure Statement and Affidavit which is attached to this Agreement as Exhibit 11 and which contains a certification as required under the Illinois Criminal Code, 720 ILCS 5/33E, and under the Illinois Municipal Code, 65 ILCS 5/8-10-1 *et seq.* Ineligibility under Section 2-92-320 of the Municipal Code continues for 3 years following any conviction

or admission of a violation of Section 2-92-320. For purposes of Section 2-92-320, when an official, agent or employee of a business entity has committed any offense under the section on behalf of such an entity and under the direction or authorization of a responsible official of the entity, the business entity is chargeable with the conduct. If, after Tenant enters into a contractual relationship with a Subcontractor, it is determined that the contractual relationship is in violation of this subsection, Tenant must immediately cease to use the Subcontractor. All Subcontracts must provide that Tenant is entitled to recover all payments made by it to the Subcontractor if, before or subsequent to the beginning of the contractual relationship, the use of the Subcontractor would be violative of this subsection.

B. It is the duty of Tenant and all officers, directors, agents, partners, and employees of Tenant to cooperate with the Inspector General and the Legislative Inspector General of the City in any investigation or hearing undertaken under Chapter 2-56 or Chapter 2-55 of the Municipal Code, respectively. Tenant understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code. Tenant must inform all Subcontractors of this provision and require under each Subcontract compliance herewith by each Subcontractor as to each such Subcontractor and all of its officers, directors, agents, partners and employees.

C. Tenant must not use or allow the Leased Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, as defined in any Environmental Laws, except in full compliance with all Environmental Laws. Tenant must not use or allow the Leased Space to be used for the storage of any such hazardous substances except small amounts of cleaning fluids, business equipment materials (such as copy machine toner) and other small amounts of such hazardous substances customarily handled or used in connection with the Concession operations, all of which must be stored and used in compliance with all applicable Environmental Laws. Upon the expiration or termination of this Agreement, Tenant must surrender the Leased Space to the City free from the presence and contamination of any hazardous substances.

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

7-28-390	Dumping on public way—Violation—Penalty;
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;
11-4-1560	Screening requirements; and

any other sections listed in Section 11-4-1600(e), as it may be amended from time to time.

During the period while this Agreement is executory, Tenant'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 designation of the Commissioner. Such breach and Event of Default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the Tenant's and its Subcontractors' duty to comply with all Environmental Laws, 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 the Tenant's eligibility for future City agreements.

E. Section 2-92-586 of the Municipal Code: The City encourages Tenant to use contractors and subcontractors that are firms owned or operated by individuals with disabilities, as defined by section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

F. Prohibition on Certain Contributions (Mayoral Executive Order No. 2011-4):

1. Licensee agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Tenant 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 the Mayor's political fund-raising committee (i) after execution of this bid, proposal or Agreement by Tenant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

2. Tenant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Tenant or the date the Tenant 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 fund-raising committee.

3. Tenant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to the Mayor's political fund-raising committee.

4. Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

5. Tenant 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, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

6. If Tenant violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Tenant's bid.

7. For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to the Mayor's political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Tenant 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;
- (b) neither party is married;
- (c) the partners are not related by blood closer than would bar marriage in the State of Illinois;
- (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:
 - (i) The partners have been residing together for at least 12 months.

- (ii) The partners have common or joint ownership of a residence.
- (iii) 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.
- (iv) Each partner identifies the other partner as a primary beneficiary in a will.

“Political fund-raising committee” means a “political fund-raising committee” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

G. Tenant covenants that no payment, gratuity or offer of employment must be made in connection with this Agreement by or on behalf of any Subcontractors or higher tier Subcontractors or anyone associated with them as an inducement for the award of a Subcontract or order; and Tenant further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 of the Municipal Code is voidable as to the City.

H. Pursuant to section 2-156-030(b) of the Municipal Code, 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 official has a business relationship, 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. **Violation of §2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** Section 2-156-080 defines a “business relationship” as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (1) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (2) the authorized compensation paid to an official or employee for his office or employment; (3) any economic benefit provided equally to all residents of the city; (4) a time or demand deposit in a financial institution; or (5) an endowment or insurance policy or annuity contract purchased from an insurance company. A “contractual or other private business dealing” will not include any employment relationship of an official’s spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

I. Visual Rights Act.

(i) The Tenant will cause any artist who creates artwork for the Leased Space to waive any and all rights in the artwork that may be granted or conferred on any work of visual art (the "Artwork") under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 *et seq.*) (the "*Copyright Act*"). The waiver must include, but is not limited to, the right to prevent the removal, storage, relocation, reinstallation, or transfer of the Artwork. The Tenant acknowledges and will cause the artist to acknowledge that such removal, storage, relocation, reinstallation or transfer of the Artwork may result in the destruction, distortion, mutilation or other modification of the Artwork. Further, the Tenant acknowledges and consents and will cause the artist to acknowledge and consent that the Artwork may be incorporated or made part of a building or other structure in such a way that removing, storing, relocating, reinstalling or transferring the Artwork will cause the destruction, distortion, mutilation or other modification of the Artwork.

(ii) The Tenant represents and warrants that it will obtain a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, or any other artists. Tenant must provide City with copies of any such waivers required by Section 106A and Section 113 of the Copyright Act prior to installation of any Artwork in the Leased Space.

10.7 Airport Security.

A. This Agreement is expressly subject to the airport security requirements of Title 49 of the United States Code, Chapter 449, as amended ("**Airport Security Laws**"), the provisions of which govern airport security and are incorporated by reference, including the rules and regulations promulgated under it. Tenant is subject to, and further must conduct with respect to its Subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Commissioner, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Laws, Tenant must promptly report any information in accordance with those regulations promulgated by the United States Department of Transportation, the TSA and by the City. Tenant must, notwithstanding anything contained in this Agreement to the contrary, at no additional cost to the City, perform under this Agreement in compliance with those guidelines developed by the City, the TSA and the FAA with the objective of maximum security enhancement. The drawings, plans, and specifications provided by Tenant under this Agreement must comply with those guidelines for airport security developed by the City, the TSA and the FAA and in effect at the time of their submission.

B. Further, Tenant must comply with, and require compliance by its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees, with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to protect the security and integrity of the Airport, and to protect against access by unauthorized persons. Subject to the approval

of the TSA, the FAA and the Commissioner, Tenant must adopt procedures to control and limit access to the Airport and the Leased Space by Tenant and its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees in accordance with all present and future City, TSA and FAA laws, rules, regulations, and ordinances. At all times during the Term, Tenant must have in place and in operation a security program for the Leased Space that complies with all applicable laws and regulations.

C. Gates and doors located on the Leased Space, if any, that permit entry into restricted areas at the Airport must be kept locked by Tenant at all times when not in use or under Tenant's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner or the Commissioner's designee without delay and must be kept under constant surveillance by Tenant until the malfunction is remedied.

D. In connection with the implementation of its security program, Tenant may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Tenant acknowledges that all such knowledge and information is of a highly confidential nature. Tenant covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the Commissioner in advance in writing. Tenant further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Tenant's covenants and agreements as set forth in this section.

E. Tenant understands that fines and/or penalties may be assessed by the TSA or FAA for Tenant's noncompliance with the provisions of 49 CFR Parts 1540 and 1542 entitled "Airport Security" or by other agencies for noncompliance with regulations applicable to Tenant's operations. In the event the City shall be subject to any fine or penalty by reason of any violation at the Airport of any such rule, regulation or standard, the Commissioner may conduct an investigation and make a determination as to the identity of the party responsible for the violation. If it is determined by the Commissioner that Tenant, or any party for which Tenant is liable under this Agreement, is responsible for all or part of the fine or penalty, the Tenant shall pay said amount of the fine or penalty as Additional Rent.

F. Except for authorized members of the Chicago Police Department and State and Federal Law Enforcement officers, no one is permitted to carry a firearm or any other weapon on or into any building, real property, or parking area under the control of O'Hare or Midway International Airports. Under 430 ILCS 66 (the "Illinois Concealed Carry Act"), a license to carry a concealed firearm does NOT entitle the licensee to carry a firearm on or into any building, real property, or parking area under the control of an airport and doing so is a violation of the Concealed Carry Act and other laws, rules, and regulations. Violation of the Illinois Concealed Carry Act and carrying a firearm or other weapons on or into any building, real property, or parking area under the control of O'Hare or Midway Airports may result in severe penalties, including but not limited to imprisonment and permanent revocation of the violator's

access to restricted areas of O'Hare and Midway International Airports.

10.8 **Non-Discrimination.**

A. Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, covenants that: (i) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Space; (ii) in the construction of any Improvements on, over, or under the Leased Space and the furnishing of services in them, no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; (iii) Tenant will use the Leased Space in compliance with all other requirements imposed by or under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as those regulations may be amended; and (iv) Tenant shall operate the Concession on a fair, equal, and not illegally discriminatory basis to all users of it, and shall charge fair, reasonable, and nondiscriminatory prices for Products (but Tenant is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.) In addition, Tenant assures that it will comply with all other pertinent statutes, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance.

B. It is an unlawful practice for Tenant to, and Tenant must at no time: (i) fail or refuse to hire, or discharge, any individual or discriminate against the individual with respect to his or her compensation, or the terms, conditions, or privileges of his or her employment, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (ii) limit, segregate, or classify its employees or applicants for employment in any way that would deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (iii) in the exercise of the privileges granted in this Agreement, discriminate or permit discrimination in any manner, including the use of the Leased Space, against any person or group of persons because of race, creed, color, religion, national origin, age, handicap, sex or ancestry. Tenant must post in conspicuous places to which its employees or applicants for employment have access, notices setting forth the provisions of this non-discrimination clause.

C. Tenant must comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended, and to the extent required by the law, must undertake, implement and operate an affirmative action program in compliance with the rules and regulations of the Federal Equal Employment Opportunity Commission and the Office of Federal Contract Compliance, including 14 CFR Part 152, Subpart E. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg.

46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-06 (1981); Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 and 41 CFR Part 60 et seq (1990) and 49 CFR Part 21, as amended (the "ADA"); and all other applicable federal statutes, regulations and other laws.

D. Tenant must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, Tenant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all other applicable state statutes, regulations and other laws.

E. Tenant must comply with the Chicago Human Rights Ordinance, sec. 2-160-010 et seq. of the Municipal Code, as amended, and all other applicable City ordinances and rules. Further, Tenant must furnish or must cause each of its Subcontractors) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

F. The Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant.

This provision obligates the Tenant for the period during which the property is owned, used or possessed by the Tenant and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

G. During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

H. The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin,

will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

With respect to Tenant, in the event of breach of any of the above nondiscrimination covenants, the City will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

I. During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

J. Tenant must insert these non-discrimination provisions in any agreement by which Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Space. Tenant must incorporate all of the above provisions in all agreements entered into with any subtenants, suppliers of materials, furnishers of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement, and Tenant must require them to comply with the law and enforce the requirements. In all solicitations either by competitive bidding or negotiations by Tenant for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier must be notified by Tenant of the Tenant's obligations under this Agreement relative to nondiscrimination.

K. Noncompliance with this Section will constitute a material breach of this Agreement; therefore, in the event of such breach, Tenant authorizes the City to take such action as federal, state or local laws permit to enforce compliance, including judicial enforcement. In the event of Tenant's noncompliance with the nondiscrimination provisions of this Agreement, the City may impose such sanctions as it or the Federal or state government may determine to be reasonably appropriate, including cancellation, termination or suspension of the Agreement, in whole or in part.

L. Tenant must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, the Commissioner or the federal government to be pertinent to ascertain compliance with the terms of this Section. Tenant must furnish to any agency of the Federal or state government or the City, as required, any and all documents, reports and records required by Title 14, Code of Federal Regulations,

Part 152, Subpart E, including an affirmative action plan and Form EEO-1.

M. The City is committed to compliance with federal Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), and related FAA guidance. Tenant must cooperate with the City, and require its Subcontractors to cooperate, in updating and implementing the LEP access plan. This may include but is not limited to collecting demographic data and conducting surveys of LEP customers, providing multilingual signage and menus, and hiring multilingual staff.

10.9 **Airport Concession Disadvantaged Business Enterprises (ACDBEs)**. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 C.F.R. Parts 26 and 23, as amended from time to time. Tenant must comply with the Special Conditions Regarding ACDBE participation attached hereto as Exhibit 8 and incorporated here by reference. Failure to comply with such Special Conditions shall be an Event of Default.

10.10 **No Exclusive Rights**. Nothing contained in this Agreement must be construed to grant or authorize the granting of an exclusive right, including an exclusive right to provide aeronautical services to the public as prohibited by section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. It is clearly understood by Tenant that no right or privilege has been granted that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including maintenance and repair) that it may choose to perform.

10.11 **Airport Landing Area**. The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant, and without interference or hindrance. The City reserves the right, but is not obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.

10.12 **No Obstructions**. Tenant must comply with applicable notification and review requirements covered in Part 77 of the Federal Aviation Regulations if any future structure or building is planned for the Leased Space, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Space. Tenant, by accepting the Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Space above the applicable mean sea level elevation set forth in Part 77 of the Federal Aviation Regulations. If these covenants are breached, the City serves the right to enter upon the Leased Space and to remove the offending structure or object and/or cut down the offending tree, all of which will be at the expense of Tenant.

10.13 **Avigation Easement.** There is reserved to the City, its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Leased Space. This public right of flight includes the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport. Tenant by accepting this Lease agrees for itself, its successors, and assigns that it will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Leased Space and cause the abatement of the interference at the expense of Tenant.

10.14 **National Emergency.** This Agreement and all the provisions of this Agreement are subject to whatever right the United States government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

10.15 **2014 Hiring Prohibitions.**

(A) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (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) Tenant is aware that City policy prohibits City employees from directing any individual to apply for a position with Tenant, either as an employee or as a subcontractor, and from directing Tenant to hire an individual as an employee or as a subcontractor. Accordingly, Tenant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel of Tenant in connection with this Lease are employees or subcontractors of Tenant, not employees of the City of Chicago. This Contract 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 of Tenant.

(C) Tenant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel associated with this Lease, or offer employment to any individual to provide services associated with this Lease, 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 Lease, 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 Tenant by a City employee or City official in violation of Section 15.5(b) above, or advocating a violation of Section 15.5(c) above, Tenant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the Commissioner of the Department.

ARTICLE 11 GENERAL CONDITIONS

11.1 **Entire Agreement.** This Agreement contains all the terms, covenants, conditions and agreements between the City and Tenant relating in any manner to the use and occupancy of the Leased Space and otherwise to the subject matter of this Agreement. No prior or other agreement or understandings pertaining to these matters are valid or of any force and effect. This Agreement supersedes all prior or contemporaneous negotiations, undertakings, and agreements between the parties. No representations, inducements, understandings or anything of any nature whatsoever made, stated or represented by the City or anyone acting for or on the City's behalf, either orally or in writing, have induced Tenant to enter into this Agreement, and Tenant acknowledges, represents and warrants that Tenant has entered into this Agreement under and by virtue of Tenant's own independent investigation.

11.2 **Counterparts.** This Agreement may be comprised of several identical counterparts and may be fully executed by the parties in separate counterparts. Each such counterpart is deemed to be an original, but all such counterparts together must constitute but one and the same Agreement.

11.3 **Amendments.** Except as otherwise expressly provided in this Agreement, the provisions of this Agreement may be amended only by a written agreement signed by the City and Tenant. No review or approval by the Commissioner, including approval of Construction Documents, constitutes a modification of this Agreement (except to the extent that the review or approval expressly provides that it constitutes such a modification or it is apparent on its face that the review or approval, if made in writing, modifies terms or provisions of this Agreement that are within the express powers of the Commissioner under this Agreement to modify), nor excuse Tenant from compliance with the requirements of this Agreement or of any applicable laws, ordinances or regulations. Amendments must be signed by the Mayor, provided that the Commissioner alone may sign amendments to the Exhibits. Notwithstanding the foregoing, any amendment that would modify the Agreement such that the Agreement would no longer substantially conform to the form of Agreement that was approved by City Council requires approval by the City Council.

11.4 **Severability.** Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be effective and valid under applicable law. However, notwithstanding anything contained in this Agreement to the contrary, if any provision of this Agreement is under any circumstance prohibited by or invalid under applicable law, the provision is severable and deemed to be ineffective, only to the extent of the prohibition or invalidity, without invalidating the remaining provisions of this Agreement or the validity of

the provision in other circumstances.

11.5 **Covenants in Subcontracts.** All obligations imposed on Tenant under this Agreement pertaining to the maintenance and operation of the Leased Space and compliance with the ACDBE requirements in this Agreement are deemed to include a covenant by Tenant to insert appropriate provisions in all Subcontracts covering work under this Agreement and to enforce compliance of all Subcontractors with the requirements of those provisions.

11.6 **Governing Law.** This agreement is deemed made in the state of Illinois and governed as to performance and interpretation in accordance with the laws of Illinois. Tenant irrevocably submits itself to the original jurisdiction of those courts located within Cook County, Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Tenant consents to service of process on Tenant, at the option of the City, by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Tenant, or by personal delivery on any officer, director, or managing or general agent of Tenant. If any action is brought by Tenant against the City concerning this Agreement, the action can only be brought in those courts located within Cook County, Illinois.

11.7 **Notices.** Any notices or other communications pertaining to this Agreement must be in writing and are deemed to have been given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices are deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, 3 days after deposit in the U.S. mails, or otherwise upon refusal of receipt. Unless otherwise directed by Tenant in writing, all notices or communications from City to Tenant will be addressed to the person identified as the Tenant's contact person in the Tenant's Economic Disclosure Statement and Affidavit, as attached as Exhibit 11. All notices or communications from Tenant to the City must be addressed to:

Commissioner, Chicago Department of Aviation
City of Chicago
O'Hare International
Airport 10510 W. Zemke
Rd Chicago, Illinois 60666

HMSHost
7th Floor
6905 Rockledge Drive
Bethesda, MD 20817

and with a copy to: Deputy Commissioner of Concessions at the same address.

If the notice or communication relates to payment of Rent or other payments to the City or relates to the Security deposit or insurance requirements, a copy must be sent to:

City Comptroller City of Chicago
City Hall - Room 501
121 N. LaSalle Street
Chicago, Illinois 60602

HMSHost
7th Floor
6905 Rockledge Drive
Bethesda, MD 20817

If the notice or communication relates to a legal matter or the indemnification requirements, a copy must be sent to:

City of Chicago, Department of Law
Aviation, Environmental, Regulatory and Contracts Division
2 North LaSalle Street, Suite 540
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel

HMSHost
7th Floor
6905 Rockledge Drive
Bethesda, MD 20817

Either party may change its address or the individual to whom the notices are to be given by a notice given to the other party in the manner set forth above.

11.8 **Successors and Assigns; No Third-Party Beneficiaries.** This Agreement inures to the exclusive benefit of, and be binding upon, the parties and their permitted successors and assigns; nothing contained in this Section, however, constitutes approval of an assignment or other transfer by Tenant not otherwise permitted in this Agreement. Nothing in this Agreement, express or implied, is intended to confer on any other person, sole proprietorship, partnership, corporation, trust or other entity, other than the parties and their successors and assigns, any right, remedy, obligation, or liability under, or by reason of, this Agreement unless otherwise expressly agreed to by the parties in writing. No benefits, payments or considerations received by Tenant for the performance of services associated and pertinent to this Agreement must accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or to any other person or persons identified as agents

of, or who are by definition an employee of, the City. Neither this Agreement nor any rights or privileges under this Agreement are an asset of Tenant or any third party claiming by or through Tenant or otherwise, in any bankruptcy, insolvency or reorganization proceeding.

11.9 **Subordination.**

A. This Agreement is subordinate to the provisions and requirements of any existing or future agreements between the City and the United States government or other governmental authority, pertaining to the development, operation or maintenance of the Airport, including agreements the execution of which have been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport. If the United States government requires modifications, revisions, supplements or deletions of any of the terms of this Agreement, then Tenant consents to the changes to this Agreement.

B. This Agreement and all rights granted to Tenant under this Agreement are expressly subordinated and subject to any existing agreement or any Use Agreement with any airline utilizing the Airport, including the Terminals, and any existing agreement with any airline consortium pertaining to the operation of the Airport, including the Terminals.

C. To the extent of a conflict or inconsistency between this Agreement and any agreement described in paragraphs A. and B. above, those provisions in this Agreement so conflicting must be performed as required by those agreements referred to in paragraphs A. and B.

11.10 **Conflict.** In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of any sublease or Subcontract between Tenant and third parties, the terms and provisions of this Agreement govern and control.

11.11 **Offset by Tenant.** Whenever in this Agreement the City is obligated to pay Tenant an amount, then the City Comptroller may elect to require Tenant to offset the amount due against Rent or other payments owed by Tenant to the City, in lieu of requiring the City to pay such amount. Tenant shall have no right to offset any amount due to City under this Agreement against amounts due to Tenant by City unless so directed in writing by the City Comptroller.

11.12 **Waiver; Remedies.** No delay or forbearance on the part of any party in exercising any right, power or privilege must operate as a waiver of it, nor does any waiver of any right, power or privilege operate as a waiver of any other right, power or privilege, nor does any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or of any other right, power or privilege. No waiver is effective unless made in writing and executed by the party to be bound by it. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any rights or remedies that the parties otherwise may have at law, in equity or both, except that the City will not be liable to Tenant

for any consequential damages whatsoever related to this Agreement.

11.13 **Authority of Commissioner.** Unless otherwise expressly stated in this Agreement, any consents and approvals to be given by the City under this Agreement may be made and given by the Commissioner or by such other person as may be duly authorized by the City Council, unless the context clearly indicates otherwise.

11.14 **Estoppel Certificate.** From time to time upon not less than 15 days prior request by the other party, a party or its duly authorized representative having knowledge of the following facts, will execute and deliver to the requesting party a statement in writing certifying as to matters concerning the status of this Agreement and the parties' performance under this Agreement, including the following:

A. that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of the modifications and that the Agreement as modified is in full force and effect);

B. the dates to which Rent, including Additional Rent, have been paid and the amounts of the Rent most recently paid;

C. that the requesting party is not in default under any provision of this Agreement, or, if in default, the nature of it in detail;

D. that, to its knowledge, the requesting party has completed all required improvements in accordance with the terms of this Agreement, and Tenant is in occupancy and paying Rent on a current basis with no offsets or claims; and

E. in the case of the City's request under this Agreement, such further matters as may be requested by the City, it being intended that any such statement may be relied upon by third parties.

11.15 **No Personal Liability.** Tenant, or any subtenant, sublicensee, assignee or Subcontractor, must not charge any elected or appointed official, agent, or employee of the City personally or seek to hold him or her personally or contractually liable to Tenant, subtenant, sublicensee, assignee, or Subcontractor for any liability or expenses of defense under any provision of this Agreement or because of any breach of its provisions or because of his or her execution, approval, or attempted execution of this Agreement.

11.16 **Limitation of City's Liability.** Tenant, its subtenants and Subcontractors must make no claims against the City for damages, charges, additional costs or fees or any lost profits or costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement. All Tenant, subtenant, and Subcontractor personal property upon the Leased Space or upon any other part of the Airport, is at the risk of Tenant, subtenant, or Subcontractor respectively only, and the City is not liable for any loss or damage to it or theft of it or from it. The City is not liable or responsible to Tenant, its subtenants or Subcontractors, and Tenant waives, and will cause its subtenants and Subcontractors likewise

to waive, to the fullest extent permitted by law, all claims against the City for any loss or damage or inconvenience to any property or person or any lost profits any or all of which may have been occasioned by or arisen out of any event or circumstance, including theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or water leakage, steam, excessive heat or cold, falling plaster, or broken glass; or any act or neglect of the City or any occupants of the Airport, including the Terminals or the Leased Space, or repair or of this Agreement that the City is required to perform and, notwithstanding the foregoing, Tenant recovers a money judgment against the City, the judgment must be satisfied only out of credit against the Rent and alteration of any part of the Airport, or failure to make any such repairs or any other thing or circumstance, whether of a like nature or a wholly different nature. If the City fails to perform any covenant or condition other monies payable by Tenant to the City under this Agreement, and the City is not liable for any deficiency except to the extent provided in this Agreement and to the extent that there are legally available Airport funds.

11.17 Joint and Several Liability. If Tenant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then in that event, each and every obligation or undertaking stated in this Agreement to be fulfilled or performed by Tenant is the joint and several obligation or undertaking of each such individual or other legal entity.

11.18 Non-Recordation. Tenant must not record or permit to be recorded on its behalf this Agreement or a memorandum of this Agreement, in any public office.

11.19 Survival. Any and all provisions set forth in this Agreement that, by its or their nature, would reasonably be expected to be performed after the expiration or termination of this Agreement survive and are enforceable after the expiration or termination. Any and all liabilities, actual or contingent, that have arisen in connection with this Agreement, survive any expiration or termination of this Agreement. Any express statement of survival contained in any section must not be construed to affect the survival of any other section, which must be determined under this section.

11.20 Force Majeure. Neither party is liable for non-performance of obligations under this Agreement due to delays or interruptions beyond their reasonable control, including delays or interruptions caused by strikes, lockouts, labor troubles, war, fire or other casualty, acts of God ("*force majeure* event"). As a condition to obtaining an extension of the period to perform its obligations under this Agreement, the party seeking such extension due to a *force majeure* event must notify the other party within 20 days after the occurrence of the *force majeure* event. The notice must specify the nature of the delay or interruption and the period of time contemplated or necessary for performance. The foregoing notwithstanding, however, in no event will Tenant be entitled to an extension of more than 60 days due to a *force majeure* event, without the express written consent of the Commissioner.

SIGNATURE PAGE

SIGNED:

CITY OF CHICAGO

By: _____
Mayor

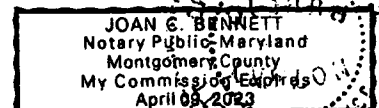
Date: _____

RECOMMENDED BY: _____
Commissioner of Aviation

APPROVED AS TO FORM AND LEGALITY:

Senior CounselBy: Host International, Inc.
(TENANT)Paul Mamalian
PresidentIts: _____
[Title]Date: April 21, 2022[Notary] State of Maryland
County of MontgomerySworn to and subscribed before me on
the 21 day of April, 2022Joan E. Bennett
Notary Public's Signature
My Commission Expires April 9, 2023

Signature Page



The exhibits to this Agreement are available online at www.chicityclerk.com and will also be published in a later supplement to this *Journal of the Proceedings of the City Council of the City of Chicago*, together with a re-publication of the pertinent authorizing ordinance and Agreement.

*Exhibit "A-2".
(To Ordinance)*

*Concession Lease And License Agreement With MRG Chicago LLC
At Chicago O'Hare International Airport.*

This Concession Lease and License Agreement ("**Agreement**") is entered into as of _____, 20____ ("**Effective Date**"). The Agreement is by and between MRG Chicago, LLC an Illinois limited liability corporation ("**Tenant**"), and the City of Chicago, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois ("**City**"), acting through its Chicago Department of Aviation ("**CDA**" or "**Department**").

BACKGROUND

The City owns and, through CDA, operates Chicago O'Hare International Airport ("**O'Hare**" or the "**Airport**"). O'Hare includes terminals 1, 2, 3, 5, a multimodal facility and a transportation center (collectively, the "**Terminals**"). The City has determined that certain portions of the Terminals will be used for food, beverage and retail concessions designed to serve the needs of Airport patrons and employees and desires to operate its concession program at the Terminals to strive to meet the needs and desires of Airport users by providing first-class food, beverage, retail and service facilities.

The City issued a Request for Proposals ("**RFP**") on April 23, 2021 for food and beverage, specialty retail, and travel essentials concession to be located at the Airport in Terminal 3 and 5, and Tenant responded with a proposal to operate a concession featuring Specialty Retail, Travel Essentials and Coffee in Terminals 3 and 5. The City desires to grant Tenant, and Tenant desires to accept, a license to operate such a concession and a lease to operate the concession at the Terminal location(s) identified in this Agreement, all under the terms and conditions of this Agreement.

The City and Tenant acknowledge that the continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and welfare of the City of Chicago, and that the City's right to supervise performance under this Agreement by Tenant is a valuable right incapable of quantification.

NOW, THEREFORE, the City and Tenant agree as follows:

ARTICLE 1 CITY APPROVAL

This Agreement is subject to approval by the City Council of the City of Chicago. The City is not bound by the terms of this Agreement until such time as it has been approved by the City Council and has been duly executed by the Mayor of Chicago or the Mayor's proxy. As provided in Section 11.13, where the approval or consent of the City is required under this Agreement, unless expressly provided otherwise in this Agreement, it means approval or consent of the Commissioner, the Commissioner's authorized representative or such other person as may be duly authorized by the City Council. As provided in Section 11.3, unless expressly provided otherwise in this Agreement, any amendment of this Agreement will require execution by the Mayor or the Mayor's proxy. As further provided in Section 11.3, any substantial amendment of the terms of this Agreement will require approval by the City Council.

ARTICLE 2 INCORPORATION OF BACKGROUND AND EXHIBITS

2.1 **Incorporation of Background.** The background set forth above is incorporated by reference as if fully set forth here.

2.2 **Incorporation of Exhibits.** The following exhibits are incorporated into and made a part of this Agreement:

Exhibit 1	Leased Space(s) and Confirmation(s) of DBO
Exhibit 2	Rent
Exhibit 3	Development Plan
Exhibit 4	City's Shell and Core Obligations, if any
Exhibit 5	Products and Price List
Exhibit 6	Form of Letter of Credit
Exhibit 7	Insurance Requirements
Exhibit 8	ACDBE Special Conditions and Related Forms
Exhibit 9	MBE\WBE Special Conditions and Related Forms
Exhibit 10	Design and Construction Standard Operating Procedures-Concessions
Exhibit 11	Economic Disclosure Statements and Affidavits
Exhibit 12	Airport Concessions Program Handbook
Exhibit 13	Liquidated Damages

ARTICLE 3 DEFINITIONS

3.1 **Interpretation and Conventions.**

- A. The term "**include**" in all of its forms, means "include, without limitation," unless the context clearly states otherwise.

- B. The term “**person**” includes firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- C. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies of this Agreement are solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.
- D. Words in the singular include the plural and vice versa. Words of the masculine, feminine or neuter gender include correlative words of the other genders. Wherever an article, section, subsection, paragraph, sentence, exhibit, appendix, or attachment is referred to, the reference is to this Agreement, unless the context clearly indicates otherwise.
- E. Where the approval or consent of Tenant is required under this Agreement, it means the approval or consent of the Tenant’s authorized representative. To be binding on the City, all approvals or consents must be in writing and signed by the appropriate City representative.
- F. Whenever time for completion or performance is listed as “days”, if the number of days is 30 or more, it means calendar days, and if the number of days is less than 30, it means business days per the City of Chicago calendar.

3.2 **Definitions**

In addition to terms defined elsewhere in this Agreement, the following words and phrases, when capitalized, have the following meanings:

“**Additional Rent**” has the meaning set forth in Section 7.1.

“**Additional Space**” means Retail Space or Storage Space that is added to Leased Space after the Effective Date pursuant to Section 5.1 but does not include Relocation Space. Additional Space, if any that is offered to Tenant is solely at the discretion of the Commissioner. Tenant has absolutely no right or entitlement to be offered any Additional Space, and the concept of Additional Space is solely for the benefit of the Airport’s concession program.

“**Affiliate**”, except where otherwise defined, means any individual, corporation, partnership, trustee, administrator, executor or other legal entity that directly or indirectly owns or controls, or is directly or indirectly owned or controlled by, or is under common ownership or control with Tenant.

“**Airport Concession Disadvantaged Business Enterprise**” or “**ACDBE**” means an entity meeting the definition of airport concession disadvantaged business enterprise, as

defined in U.S. Department of Transportation Regulations Title 49, Code of Federal Regulations, Part 23, as amended from time to time, and certified as such in the State of Illinois in accordance with those regulations.

“Airport Concession Program Handbook” means the handbook developed by the CDA to govern the uniform operation of the concessions’ programs at the Airports. The Airport Concession Program Handbook is available on the CDA website and may be amended from time to time by the Department. Any amendment of the Airport Concession Program Handbook by the Department during the Term of this Agreement will be binding on Tenant without need for amendment of this Agreement, provided that the amendment of Airport Concession Program Handbook does not conflict with the other terms and conditions of this Agreement.

“Airport Transit System” means the automated transit rail system that serves terminals and parking structures.

“Base Rent” means the fee payable by Tenant for the Lease, equal to the amount as set forth on Exhibit 2.

“Chief Procurement Officer” means the head of the Department of Procurement Services of the City and any City officer or employee authorized to act on the Chief Procurement Officer’s behalf.

“Commissioner” means the head of the Department and any City officer or employee authorized to act on the Commissioner’s behalf. City contractors and consultants, including the Concession Management Representative, have no authority to grant approvals or consents required to be granted by the Commissioner under this Agreement, except where the Concession Management Representative is expressly authorized to do so.

“Common Areas” means those areas of the Terminals that are not leased, licensed, or otherwise designated or made available by the Department for exclusive or preferential use by specific party or parties.

“Comptroller” means the head of the Department of Finance of the City and any City officer or employee authorized to act on the Comptroller’s behalf.

“Concession” means Tenant’s business of offering the Products identified in Exhibit 5 for sale at retail to the public at the Airport pursuant to this Agreement.

“Concession Management Representative” or **“CMR”** means the entity retained by the City to assist in overseeing Concessions, including the construction of Improvements, at the Airport.

“Construction Documents” means the drawings and specifications for the construction of Improvements, approved by the Commissioner pursuant to Section 5.5.

“Date of Beneficial Occupancy” or “DBO” means, as to each Retail Space, the latest to occur of (A), (B) or (C) as follows:

- A. the date that is 180 days after the Delivery Date of the Retail Space in question;
- B. the date that is 180 days after the building permit for the Improvements for the Retail Space in question is issued; provided that the Tenant has demonstrated to the satisfaction of the Commissioner that Tenant timely submitted design drawings in accordance with Section 5.5 hereof and promptly applied for, and diligently pursued the issuance of, such building permit; or
- C. the date set forth in the Development Plan for the commencement of retail sales in the Retail Space in question; provided, however, that the date set forth in the Development Plan for commencement of retail sales shall be extended one day for each day Tenant has demonstrated to the satisfaction of the Commissioner that Tenant was delayed due to *force majeure* pursuant to Section 11.20 or delays otherwise beyond Tenant’s control. Under no circumstance can this date exceed 60 days beyond the date established in A. above.

Notwithstanding the foregoing, if Tenant completes the Improvements in any Retail Space and commences retail sales in such Retail Space before the DBO determined in accordance with the foregoing, the DBO for that Retail Space is the date that retail sales commence.

The DBO for each Retail Space shall be confirmed in writing by the parties, and such written **“Confirmation(s) of DBO”** shall thereafter be attached to Exhibit 1 of this Agreement without need for a formal amendment of this Agreement.

The Date of Beneficial Occupancy for any Storage Space is the Delivery Date for that Storage Space.

“Default Rate” means 12% per annum.

“Delivery Date” means the date upon which the City gives Tenant possession of the Retail Space or Storage Space in question, which such date the City shall set forth in writing.

“Department” means the Chicago Department of Aviation, also known as CDA.

“Design and Construction Standard Operating Procedures- Concessions Projects” or “C-SOP” means those certain design standards and policies prepared by the Department for the Concession areas at the Airport, as amended by the Department from time to time.

“Development Plan” means, as further described in Section 5.5, the Tenant’s conceptual plans, budget and other design specifications for construction of its Improvements and its schedule for commencement of retail sales in each Retail Space. The Development Plan is attached hereto as Exhibit 3. The Development Plan may be updated from time to time

without the need to amend the Agreement.

“Distribution Fee” means the amount, if any, payable pursuant to Section 4.11 for the Tenant’s use of a centralized distribution and storage facility.

“Environmental Laws” means collectively, all applicable federal, state and local environmental, safety or health laws and ordinances and rules or applicable common law, including the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. §651 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C. §5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C.

§6901 et seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §300(f) et seq.) as any of the foregoing may later be amended from time to time; any rule or regulation pursuant to them, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive addressing environmental, health or safety issues of or by the federal government, or any state or other political subdivision of it, or any agency, court or body of the federal government, or any state or other political subdivision of it, exercising executive, legislative, judicial, regulatory or administrative functions.

“Event of Default” has the meaning set forth in Article 9.

“Food Court Common Area” means the space immediately adjacent to specific Retail Spaces where shared seating is provided to the public.

“Gross Revenues” or “gross receipts” means the total amount in dollars at the actual sales price of all receipts, whether for cash or on credit, that are derived from business conducted in, on or from the Leased Space, all mail or telephone orders received or filled at or from the Leased Space, all deposits not refunded to purchasers, all orders taken in and from the Leased Space, including catalog and on-line sales whether or not the orders are filled elsewhere, and receipts or sales by Tenant and any other person or persons doing business in or from the Leased Space, including receipts from promotions, advertising, and income derived from retail display advertising or any other use of the Leased Space by Tenant. Gross Revenues do not, however, include the following:

- A. any sums collected and paid out by Tenant for any sales, retail excise, use, privilege, or retailers occupation taxes now or later imposed by any duly constituted governmental authority;
- B. the amount of any cash or credit refund made upon any sale, but only if the original sale was made in or from the Leased Space and included in Gross Revenue;

- C. bona fide transfers of Products to or from the Leased Space to any other stores or warehouses of Tenant;
- D. sales of Tenant's fixtures and store equipment not in the ordinary course of Tenant's business;
- E. returns to shippers, suppliers or manufacturers;
- F. bulk sales of Products inventory not sold to the public and not in the ordinary course of business;
- G. receipts from the sale of grease or other scrap material resulting from Tenant's operations at the Leased Space;
- H. payments made to Tenant by subtenants for services provided by Tenant for the operation of the Leased Space; for the avoidance of doubt, this provision shall not relieve Tenant from its full obligation to pay to City the agreed Percentage Fee on all Gross Revenues of subtenants or rents paid by subtenants to Tenant;
- I. the amount of any tips paid or given by customers to employees of Tenant; and
- J. insurance proceeds received from the settlement of claims for loss of or damages to Improvements, Products, fixtures, trade fixtures and other Tenant personal property other than the proceeds of business interruption insurance.

A "sale" is deemed to have been consummated for purposes of this Agreement, and the entire amount of the sales price must be included in Gross Revenues, at the time that: (i) the transaction is initially reflected in the books or records of Tenant; or (ii) Tenant receives all or any portion of the sales price; or (iii) the applicable goods or services are delivered to the customer, whichever occurs first.

"Imposition" means real estate taxes, permit fees, license fees, and any other fee or charge not specified in this Agreement but otherwise payable by Tenant pursuant to a statute, ordinance, or regulation in order for Tenant to operate the Concession at the Airport.

"Improvements" means the improvements to be made to the Leased Space by Tenant that add or maintain value to the Leased Space, including fixtures and trade fixtures (but excluding trademarked or proprietary trade fixtures) and any other enhancements of a permanent or temporary nature made to the Leased Space, other than the Shell and Core, so that the Leased Space can be used for Concession operations. The Improvements must be described, along with a budget of Improvement Costs and depicted conceptually in the Development Plan and must conform to Tenant's response to the RFP.

"Improvement Costs" means the total amount paid by Tenant for categories of labor, services, materials and supplies used in the design, development, installation and construction

of the Improvements. The minimum Improvement Costs must not be less than 95% of the budgeted Improvement Costs included in the approved Development Plan. Tenant's actual, reasonable Improvement Costs will be memorialized in the written Confirmation of DBO that will be attached to Exhibit 1 upon approval by the Commissioner. Whenever this Agreement refers to amortization of Improvement Costs for a Leased Space, such amortization will be calculated on a monthly straight-line basis over the term of the Agreement from the DBO of the Leased Space in question, and the amount being amortized will be the actual Improvement Costs for that Leased Space as memorialized in the Confirmation of DBO for that Leased Space.

"In-Line Site" means a Retail Space, other than a Kiosk, that may be permanent or temporary, typically operated as a walk-up, quick serve facility often with other Retail Spaces directly adjacent or in-line to the left or right or both.

"Kiosk" means a Retail Space that is a non-mobile, free-standing, permanent or temporary facility that is not affixed to the Terminals, whether completely free-standing or located against a wall.

"Lease" means the lease granted by the City to the Tenant in Section 4.1 to use and occupy the Leased Space in order to conduct and operate the Concession pursuant to the License.

"Leased Space" means the total Retail Space and Storage Space leased to Tenant under this Agreement, identified in Exhibit 1, which may be amended from time to time as space may be added to, deleted from, or relocated during the Term in accordance with the provisions of this Agreement. Leased Space shall be used for operation of the Concession and for no other purpose unless otherwise approved in writing by the Commissioner.

"Lease Year" means

- A. for the initial Lease Year of this Agreement, a period beginning on the first Date of Beneficial Occupancy of any Retail Space and ending on December 31 of that calendar year, and
- B. for the balance of the Term, each successive calendar year, but including only that portion of the calendar year prior to the date on which the Term expires, or the Agreement is otherwise terminated.

"License" means the privilege granted to Tenant under this Agreement to operate the Concession at the Airport.

"License Fee" means the fee payable by Tenant for the License, equal to the greater of the "Percentage Fee" or "Minimum Annual Guarantee" as set forth in Section 7.1 and Exhibit 2.

"Marketing Fee" means the Tenant's contribution for promotions at the Airport, as set forth in Section 4.10.B.

"Minimum Annual Guarantee" or "MAG" means the minimum amount payable each Lease Year for the License Fee. If this Agreement covers more than one Retail Space, Exhibit 2 must prorate the MAG for the Agreement among the various Retail Spaces in proportion to their anticipated Gross Revenue volumes. The MAG for each Retail Space will commence upon the DBO for that Retail Space.

"Percentage Fee" means the product of the Percentage Fee Rate and Gross Revenues.

"Percentage Fee Rate(s)" has the meaning set forth in Exhibit 2.

"Products" means the convenience merchandise, food and beverage menu items, Chicago oriented gift items, vending items and related merchandise that Tenant is permitted to sell in its Retail Space and maintain in inventory in its Storage Space under the terms of this Agreement, as set forth by category or item in Exhibit 5. As set forth in Article 4, Tenant was selected by the City specifically to sell the Products identified in Exhibit 5 and is not permitted to sell any items or types of items not identified in Exhibit 5 or conduct any other business from the Leased Space unless otherwise agreed in writing by the Commissioner.

"Relocation Space" means space to which Tenant must relocate a Retail Space or Storage Space at the request of the Commissioner pursuant to Section 5.1.

"Rent" means all amounts payable by Tenant in connection with this Agreement, including but not limited to Base Rent, License Fees, Additional Rent and any liquidated damages specified in the Agreement for non-compliance with the City's requirements for Concession operations.

"Retail Space" means a Leased Space used by Tenant for the sale at retail of Products, including any Additional Space or Relocation Space used for that purpose.

"Shell and Core" means those improvements to the Leased Space to be completed by the City as specified in Exhibit 4 and, with respect to Additional Space or Relocation Space, as may be agreed in writing by the Commissioner.

"Storage Space" means a Leased Space used by Tenant for storage of Products inventory to support a Retail Space. No Products may be sold to the public from Storage Space.

"Subcontractor" means all entities providing services and materials to Tenant necessary for its Concession operations or for the construction, repair, and maintenance of the Leased Space and Improvements. The term "Subcontractor" also includes subconsultants of any tier, subcontractors of any tier, suppliers and materialmen, whether or not in privity with Tenant.

“**Subcontracts**” means all oral or written agreements with Subcontractors.

“**Sustainable Airport Manual**” or “**SAM**” means the manual developed by the CDA regarding environmentally sustainable practices in the construction and operation of the Airports. The manual is available on the CDA website and may be updated from time to time by the CDA. Any amendment of the SAM by the Department during the Term of this Agreement will be binding on Tenant without need for amendment of this Agreement, provided that the amendment of SAM does not conflict with the other terms and conditions of this Agreement.

“**Term**” means the period of time beginning on the Effective Date and ending at 11:59 p.m. on the tenth anniversary of the DBO of the Retail Space to open for business, excluding any Retail Space that is Additional Space or Relocation Space.

“**Third Party Use Agreement**” has the meaning set forth in Section 4.4(I).

“**Use Agreements**” means those certain airport use and facility lease agreements between the City and the airlines operating out of the Airport regarding the use and operation of the Airport, as amended or executed from time to time.

“**Value Pricing**” has the meaning set forth in Section 4.3.

“**Work**” means everything necessary for the design, engineering, construction and installation of the Improvements; when referring to restoration of Improvements after Major Damage, it means everything necessary for the replacement, repair, rebuilding, or restoration of the Improvements.

ARTICLE 4 LICENSE, LEASE AND TENANT'S OPERATIONS

4.1 **Concession License and Lease.** As of the Effective Date, the City grants Tenant a License to operate a Concession at the Airport and, upon delivery of the Leased Space or portion thereof, a Lease to operate the Concession from the Leased Space so delivered. Tenant accepts the License and Lease from the City and assumes the duties of Tenant provided in this Agreement and in the Airport Concession Program Handbook. **TENANT ACKNOWLEDGES AND AGREES THAT ALL AMOUNTS PAYABLE TO THE CITY UNDER THIS AGREEMENT CONSTITUTE RENT AND THAT THIS AGREEMENT CREATES A TAXABLE LEASEHOLD UNDER THE ILLINOIS PROPERTY TAX CODE, 35 ILCS 200/1 et seq.** Tenant understands and agrees that both its License to operate a Concession and its right to occupy the Leased Space will terminate upon the expiration or earlier termination of this Agreement. If Tenant complies with the terms of this Agreement, Tenant will have the right of ingress to and egress from the Leased Space, for Tenant, its officers, employees, agents, Subcontractors, vendors, suppliers, and invitees, subject, however, to all statutes, ordinances, rules and regulations from time to time enacted or established by the City, the FAA, the TSA or any other governmental agency or authority having jurisdiction. Tenant must not conduct its Concession operations in a manner that, in the judgment of the

Commissioner:

- A. interferes or might interfere with the reasonable use by others of Common Areas or the leased or licensed space of other tenants or licensees at the Airport;
- B. hinders or might hinder TSA, Airport security, police, fire-fighting or other emergency personnel in the discharge of their duties;
- C. would, or would be likely to, constitute a hazardous condition at the Airport;
- D. would, or would be likely to, increase the premiums for insurance policies maintained by the City, unless the operations are not otherwise prohibited under this Agreement and Tenant pays the increase in insurance premiums occasioned by the operations; or
- E. would involve any illegal purposes.

4.2 **No Subleases, Assignments or Other Uses.** Tenant understands and agrees that the Lease and the License granted under this Agreement are interdependent and that the locations of the Retail Spaces were determined by the City so that the Concession operated by Tenant is an element of an overall concession program and, as such, complements and does not conflict with other concessions in the vicinity of the Retail Space(s). Accordingly, Tenant acknowledges that the principal purpose of this Agreement is to provide Tenant a License to operate its Concession, without right of sublease or assignment, from the Leased Space and that any attempted sublease, assignment or other use of the Leased Space without the written consent of the City in accordance with the terms of this Agreement is absolutely prohibited and is an Event of Default.

4.3 **Products and Value Pricing.**

A. Exhibit 5 to this Agreement constitutes the listing, by general category or specific item, of all Products that Tenant is allowed to sell from each Retail Space and the prices to be charged to the public. Those items of Products that Exhibit 5 indicates are mandatory, if any, must be offered for sale to the public by the Tenant as a part of the Airport's overall concession program. If Exhibit 5 is stated in general terms, upon request, Tenant must within 5 days provide the Commissioner with a complete list of all Products and prices. The City's execution of this Agreement constitutes its approval of the sale of the products, services, and pricing as reflected on Exhibit 5 on the Effective Date. Any changes to Exhibit 5 are subject to the Commissioner's prior written approval. Upon such approval, Exhibit 5 may be amended without need for formal amendment of this Agreement pursuant to Section 11.3.

B. Tenant must stock a sufficient amount of each item comprising its Products within the Retail Space so as to maximize Gross Revenues, subject to and consistent with Tenant's and the City's desire to accommodate the convenience and needs of the Airport's

patrons. The Products must be new, fresh and of top quality. Tenant must store Products inventory in excess of the amount needed to stock displays out of sight of customers before restocking a display.

C. Value Pricing. The City has established a Value Pricing policy for all Tenants at the Airport. The policy generally requires Tenants to charge a price for a product or service at the Airport as the same price charged for the same product or service at similar stores in the City (each hereinafter referred to as a "Benchmark Store"). Benchmark Stores will be proposed by the Tenant subject to approval by the City. The following locations and areas shall be excluded when establishing Benchmark Stores: hotel restaurants or kiosks, bus and train transportation centers, entertainment centers, arenas, theaters, convention centers or similar venues. Benchmark Store exclusions may change throughout the Term as determined necessary by the City. If the Tenant or its subtenants currently operate the exact other locations in the City of Chicago, then these locations may be designated Benchmark Stores. Otherwise, Benchmark Stores will be selected based on stores that are comparable to the proposed concept. Notwithstanding the aforementioned exclusions, in the case of a news and gift store where Tenant or its subtenant currently operate a same-brand location in the City of Chicago, in a transportation center, and that location has its own customer walk-up street access, the City may consider allowing Tenant to propose that location as a Benchmark Store. In such a case, the Value Pricing policy prohibits mark-up of pricing higher than that of the applicable Benchmark Store because that store already is in a transportation center.

Other Pricing Policy. The Commissioner may adopt other reasonable pricing policies, with which Tenant and subtenants shall comply, to restrict overcharging and price gouging by subtenants due to their dominant market position and any exclusive rights granted, but in no event shall the Commissioner require prices lower than the established Value Pricing.

Tenant must submit to the CMR, within 30 days after the end of each Lease Year, or as requested from time to time by the Commissioner or CMR, a pricing report demonstrating compliance by Tenant with the Value Price requirements. Any prices that the Commissioner or CMR determines to be inconsistent with the Value Price requirements must be adjusted accordingly. At any time, and from time to time, the Commissioner or CMR may review the prices of the Products then being offered for sale by Tenant and require adjustments in prices of the Products or particular items in order to comply with the Value Price requirement. Following the CMR's written notice to Tenant, Tenant shall promptly adjust the price of the Products or particular items, as applicable. Failure to comply within five days will constitute an Event of Default.

Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five-day cure period, the Commissioner will assess Tenant, as liquidated damages and not as a penalty, in amounts as outlined in Exhibit 13.

D. At any time, the Commissioner or the CMR may review the quality of the Products then being offered for sale by Tenant and require reasonable improvements in quality of the Products or particular items or may require elimination of particular items that the Commissioner determines to raise safety or security issues. Following the Commissioner's written notice to Tenant, Tenant shall within 5 days rectify or modify the quality of the Products or particular items or eliminate the particular items, as applicable. Failure to comply within five days will constitute an Event of Default. Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five-day cure period, the Commissioner will assess Tenant, as liquidated damages and not as a penalty, an amount as outlined in Exhibit 13.

4.4 **General Requirements for Operation of Concessions**. Tenant has the authority to manage and administer the Concession in the Leased Space, subject to the rights of the City under the law, in equity, and under this Agreement to direct Tenant in order to ensure that the Airport operates in the most effective and efficient way possible and to supervise the Tenant's performance. Tenant covenants to take all commercially reasonable measures to maintain, develop, facilitate and increase the business of the Concession so as to maximize Gross Revenues. Failure to operate the concession as included in the Development Plan, attached as Exhibit 3, constitutes an Event of Default. Tenant further covenants that neither it nor any Affiliate of Tenant will divert or cause or allow to be diverted any business from the Leased Space to other locations not at the Airport that are operated by Tenant or any Affiliate of Tenant. A material condition of this Agreement is that Tenant must operate the Concession operations in accordance with the Airport Concession Program Handbook, the Sustainable Airport Manual, and the following general requirements:

A. Unless otherwise approved by the Commissioner in writing, Tenant must conduct business in its Retail Space only in the Tenant's trade name ChiBoys, BLVD & Branch, InMotion, Six Points Market and Metropolis Coffee Company, that which is identified in its response to the RFP or other trade name approved by the Commissioner.

B. Due to the nature of the concession, Tenant is not authorized to install and operate any coin, card, token or otherwise activated vending machines as part of the Tenant's Development Plan unless otherwise approved by the Commissioner.

C. Tenant must conduct its Concession operations in a first-class, businesslike, efficient, courteous, and accommodating manner consistent with the "**Physical Inspection Standards**" that appear in Appendix 1 of the Airport Concession Program Handbook. The Commissioner or the CMR has the right to make reasonable objections to the appearance and condition of the Leased Space if they do not comply with the Physical Inspection Standards. Tenant must discontinue or remedy any non-compliant practice, appearance or condition within five days following receipt of a written notice by the Commissioner or CMR (or immediately upon receipt of such a notice if the Commissioner or CMR deems non-compliance hazardous or illegal). Tenant's failure to timely cure the non-compliance as required by the Commissioner

or CMR would cause the City damages including, among other things, loss of goodwill, which would be difficult or impossible to prove or quantify. Accordingly, if Tenant fails to timely cure non-compliance, then, in addition to all other remedies the City may have at law, in equity or under this Agreement, and beginning on the first day after expiry of the five-day cure period, Tenant must pay the City, as liquidated damages in connection with the loss of good will among visitors to the Terminals, and not as a penalty, as outlined in Exhibit 13 per Retail Space for each non-compliant practice, appearance or condition specified in the notice that remains uncured after the cure period.

D. Tenant must neither commit nor allow any nuisance, noise or waste in the Leased Space or annoy, disturb or be offensive to others in the Terminals. Tenant must employ all reasonable means to prevent or eliminate unusual, nauseating or objectionable smoke, gases, vapors or odors from emanating from the Leased Space. Tenant must employ all reasonable means to eliminate vibrations and to maintain the lowest possible sound level in the operation of the Concession.

E. Tenant must offer payment systems that are widely accepted in the industry for the sale of all Products. Tenant must offer a receipt, which may be virtual, with each purchase. Failure to comply with this Section will constitute an Event of Default. Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, if Tenant is found to prohibit the acceptance of the above payment option, the City may assess, as liquidated damages and not as a penalty for non-compliance as further defined in Exhibit 13.

F. Tenant's Concession must be and remain compliant with Payment Card Industry Security Standards ("PCI Standards") at all times as the PCI Standards are in effect at such time. Any breach of compliance with PCI Standards in effect and related to the Concession, at such time, must be reported to the City within 24 hours of the Tenant's knowledge of such event.

Tenant's failure to be in compliance with the PCI Standards with respect to its Concession on numerous occurrences (more than one) shall be an Event of Default under this Agreement.

G. Tenant must not place or install any racks, stands, or trade fixtures directly on or over the boundaries of its Leased Space. Tenant must not use any space outside the Leased Space for sale, storage or any other undertaking, other than in connection with deliveries made in a prompt, timely and efficient manner.

H. In its capacity as Tenant under this Agreement, and not as an agent of the City, Tenant must manage the Concession operations and the Leased Space in accordance with this Agreement, in furtherance of which Tenant must, among other things:

- (i) use reasonable efforts to remedy problems and issues raised by Airport patrons

with respect to the operation of the Leased Space;

(ii) answer in writing all written customer complaints within 72 hours after receipt, furnishing a copy of the complaint and the answer to the Commissioner within that period; and,

(iii) furnish the Commissioner within 72 hours after their receipt copies of all written notices received by Tenant from any governmental authority or any Subcontractor with respect to any part of the Leased Space or any Subcontract.

If Tenant fails to timely respond to customer correspondence or governmental notices and furnish the requisite copies to the Commissioner, Tenant acknowledges that the City may suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess liquidated damages against Tenant, and not as a penalty: as outlined in Exhibit 13. Tenant's failure to perform either (A) or (B) for a period of 30 days or more will be grounds for the City declaring an Event of Default pursuant to Article IX, in which event Tenant will have no longer than 10 days to cure the Event of Default.

I. Tenant, or Tenant's subtenant approved pursuant to Section 4.2, shall at all times operate the Concession. To the extent Tenant utilizes a third party to operate the Concession, Tenant shall, at all times during the Term: (i) be licensed or permitted by such third party to operate the concession, (ii) provide the City with copies of any agreements or other evidence the City may reasonably request demonstrating such arrangement ("Third Party Use Agreements"), (iii) comply in all material respects with the terms and conditions of Third Party Use Agreements, unless Tenant's compliance with such terms and conditions would cause Tenant to breach its obligations hereunder, (iv) not be in default under any Third Party Use Agreement, (v) notify the City in writing immediately upon notification by any party to a Third Party Use Agreement of Tenant's breach under such or termination of any Third Party Use Agreements. Failure to comply with this Section 4.4(I) shall be an Event of Default under this Agreement.

4.5 **Hours of Operation.**

A. Tenant must begin conducting its Concession operations in each Retail Space on the Date of Beneficial Occupancy applicable to that Retail Space and continue them uninterrupted after that date during all required hours of operation. The Retail Space shall be open, at a minimum, from 5:30 a.m. until 10:30 p.m. daily, to serve the public seven (7) days per week and three hundred sixty-five (365) days per year. Concession may close periodically for restocking, cleaning and routine maintenance. Closure times must be during daily periods of lowest passenger traffic volumes at the Airport. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Lease shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and Airport's flight schedules. The Retail Space must be open, as stated above, unless otherwise approved by the Commissioner or CMR in writing. The Tenant is required to allow access to the Retail Space, 24 hours per day, 365 days per year.

B. Except as otherwise permitted under this Agreement, if Tenant fails to operate its Concession from any portion of the Retail Space during all times that Tenant is required to do so under this Agreement and the failure continues for more than three days after the City gives Tenant notice, it is an Event of Default. In addition, Tenant acknowledges that failure to provide Concession services to the public would cause the City substantial damages, a portion of which may be ascertainable but another portion of which, related to loss of goodwill due to the public's inability to obtain the Products, the provision of which is one of the key purposes of this Agreement, might be difficult or impossible to prove or quantify. Accordingly, in addition to other remedies available to the City for an Event of Default, Tenant must pay the City as liquidated damages (and not as a penalty) in connection with such loss of goodwill the amounts as outlined in Exhibit 13 per Retail Space, beginning as of the time that the City first notifies Tenant that it is not operating the Concession in accordance with the time requirements of this Agreement. The obligation to make payments of liquidated damages will continue until the earliest of: (i) the time that the affected portion of the Retail Space re-opens for business; (ii) the date that this Agreement expires or is terminated with respect to the affected portion of the Retail Space; and (iii) the date that the Commissioner receives possession of the affected portion of the Retail Space.

4.6 Personnel.

A. Staff.

(i) Tenant must maintain a full time, fully trained staff during the Term of this Agreement having sufficient size, expertise and experience to operate the Concession. Tenant must maintain an adequate sales force so as to maximize Gross Revenues and use the utmost skill and diligence in the conduct of its Concession operations. A staff member for each concession location must be physically available during all hours of operation.

(ii) All employees of Tenant must at all times be clean, courteous, neat in appearance and helpful to the public, whether or not on duty. While on duty, Tenant's employees must wear Airport identification badges (and any other form(s) of identification that may be required by the Commissioner or CMR from time to time) and are required to wear uniforms in good taste, the color and style of which Tenant selects. Tenant may make the arrangements with its own employees as it considers appropriate regarding the purchase and maintenance of standard uniforms. The City is entitled at any time to direct Tenant to require any of its employees not properly attired to immediately conform to the requirements of this Section or leave the Leased Space. Tenant must not permit its employees to use any portion of the Terminal Common Spaces, including the public washrooms located there, for the changing of clothes or the storage of their personal effects, nor may Tenant permit its employees to loiter in the Common Areas of the Terminals, including but not limited to the Food Court Common Area.

(iii) Tenant and its personnel must at all times participate and cooperate fully in all quality assurance programs that may be instituted by the Commissioner or CMR from time to time. Tenant must cause its personnel to attend all customer service training meetings and

participate in such other programs as may be required by the Commissioner or CMR. An appropriate officer or management representative of Tenant must meet with the Commissioner or CMR as requested by the Commissioner or CMR to discuss matters relating to this Agreement, including merchandising and marketing plans. In addition, at the request of the Commissioner or CMR, an appropriate officer or management representative of Tenant must attend other meetings with the City, airlines, other users of the Terminals or any other parties designated by the Commissioner or CMR.

(iv) The Commissioner reserves the right to object to any of the personnel responsible for the day-to-day operation of the Concession. Upon receipt of such objection, Tenant must use its best efforts to resolve the cause for Commissioner's objection or replace the objectionable personnel with personnel satisfactory to the Commissioner.

(v) In the event that Tenant was not the existing tenant in the Leased Space prior to the Effective Date, Tenant and its subtenants, if any, will work cooperatively in attempting to retain existing concession employees working in the Leased Space. This will be accomplished by giving the existing concession employees working in the Lease Space prior to the Effective Date preferential interviews for jobs in the Leased Space during the term of this Agreement.

(vi) Tenant acknowledges that failure to comply with the provisions of this Section 4.6(A) may cause the City to suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess, as liquidated damages against Tenant, and not as a penalty, the amounts outlined in Exhibit 13.

B. General Manager. Tenant must designate a General Manager experienced in management and supervision who has sufficient authority and responsibility to administer and manage the Concession. The General Manager (or authorized representative) must be immediately available to the Department whenever any of the Retail Spaces are open. The base of operations of the General Manager must be at the Airport, and the General Manager must spend substantially all of his or her working hours at the Airport, unless the Commissioner approves in writing another arrangement. The General Manager is subject to removal at the direction of the Commissioner if the Commissioner reasonably determines, in the Commissioner's sole discretion that the General Manager is not performing up to standards consistent with the fulfillment of Tenant's obligations after providing Tenant notice.

C. Salaries. Salaries of all employees of Tenant and its Subcontractors performing services or Work under this Agreement must be paid unconditionally and not less often than once a month without deduction or rebate on any account, except only for those payroll deductions that are mandated by law or permitted by the applicable regulations issued by the United States Secretary of Labor under the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874, and 40 U.S.C. § 276c). Tenant must comply with all applicable "Anti-Kickback" regulations and must insert appropriate provisions in all Subcontracts covering Work under this Agreement to ensure compliance of all Subcontractors

with those regulations and with the other requirements of this subsection and is responsible for the submission of affidavits required under them, except as the United States Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements of them.

4.7 Operation and Maintenance.

A. The City, at its sole cost and expense, will keep in good repair the Common Areas, including the roof, structures, foundations and central mechanical, plumbing and electrical systems in the Airport providing heating, ventilation, cooling, water, sewage and electrical service to the terminals, concourses, and other structures at the Airport related to the Concession. The City will provide, without separate charge to Tenant, heating, ventilating and cooling of the Common Areas. The Commissioner reserves the right to interrupt temporarily the heating, air cooling, ventilation, plumbing or electrical services furnished to the Common Areas, the Terminals or the Airport as a whole to make emergency repairs or for other reasonable purposes, and the Commissioner will restore the services as soon as reasonably possible. The City has no responsibility or liability for failure to supply heat, air cooling, ventilation, plumbing, electrical or any other service to the Leased Space, the Common Areas, the Terminal or the Airport, when prevented from doing so by laws, orders or regulations of any federal, state or local governmental requirement (including any requirement of any agency or department of the City) or as a result of the making of repairs or replacements, fire or other casualty, strikes, failure of the utility provider to provide service or due to any other matter not within the City's reasonable control. Tenant must provide all cleaning and janitorial services to the Leased Space. Tenant must clean, maintain and repair (including replacements, where necessary) the Leased Space and Improvements in first-class condition and repair during the entire Term.

(i) Tenant is responsible for pest control within the Leased Space by contracting with a professional pest control service to provide service on a regular basis or as needed, or at the Commissioner's election, the City or CMR may provide or contract for the pest control and charge Tenant a reasonable charge for the service. If the Commissioner so requires, Tenant must coordinate all pest control service with the City's or CMR's pest control contractor. Tenant must furnish the Commissioner and CMR a copy of its pest control contract and service records upon request.

(ii) Tenant must, at its own expense, keep the exhaust system, including all risers, piping and fans used in connection with the exhaust systems, whether located in or outside of the Leased Space, and all other pipes or ducts used by Tenant, including black iron duct, in good repair and so as to meet the highest standards of cleanliness, health, and safety, in a manner consistent with the operation of a first-class Concession and in accordance with all applicable laws, codes and regulations of any governmental authority having jurisdiction. Tenant must not permit any grease to be discharged into the City's plumbing lines. If fixtures or equipment are installed in or attached to roof vents or other openings in the structure or to ducts that connect with the openings, Tenant must keep the ducts, vents and openings free from the accumulation of grease, dirt and other exhaust matter and must furnish and service any filters or other equipment necessary to prevent such accumulation. Tenant must keep the exhaust fan in good

condition and repair so as to provide at least the air flow velocities required by applicable codes and regulations. Without limiting the foregoing, Tenant must clean black iron duct twice yearly, or more often as may be required by any local governmental codes, regulations or officials, insurance requirements or applicable industry standards, whichever is more restrictive.

Tenant must maintain all fire detection and fire suppression systems and mechanisms in accordance with all applicable laws, codes and the requirements of all applicable policies of insurance and insurance inspectors and of the City. Tenant must not cause or permit any damage to insulation and fire protection materials surrounding the black iron duct. In addition to Tenant's obligation to maintain utility lines in the Leased Space as set forth in Section 4.8 below, Tenant must install and maintain in good working order and in accordance with the rules and regulations of all insurers and applicable laws, codes, and regulations of any governmental authority, all fire extinguishing systems in the Leased Space.

Upon request, Tenant must provide CMR with monthly repair and maintenance reports detailing all repair and maintenance undertaken with respect to its Leased Space. In the event that such repair and maintenance reports indicate that Tenant is not complying with its repair and maintenance obligations, it shall be an Event of Default. In addition to any other remedies available to the City, if Tenant fails to undertake required repair or maintenance within 5 days after receiving notice from the Commissioner (or such shorter time as may be required due to health or safety reasons) the City may undertake the required repair or maintenance through a City contractor or its own forces and charge Tenant the reasonable cost thereof as Additional Rent.

(iii) To the extent any City ordinance imposes a stricter standard than the requirements of this section, the stricter standard must govern. With respect to a Leased Space that has been designated to be relocated, if any, Tenant's obligations with respect to repair and maintenance will continue until such time as Tenant has completed the Improvements in the Relocation Space to which the affected Leased Space is being relocated.

(iv) Any damage to property of the Airport or property of other tenants arising out of Tenant's failure to perform its maintenance obligations is expressly deemed a "Loss" subject to Tenant's indemnification obligations under Section 8.2.

(v) Tenant acknowledges that failure to comply with the provisions of this Section 4.7(A) may cause the City to suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess, as liquidated damages against Tenant, and not as a penalty, the amounts outlined in Exhibit 13.

B. Food Court Common Areas.

To the extent that any of Tenant's Retail Space is located adjacent to a Food Court Common Area, the following provisions apply to such Retail Space:

(i) Tenant has the non-exclusive right to use the Food Court Common Area, in common with other tenants and their customers, on the terms and conditions established by the City and as may be revised during the Term at the City's sole discretion. That use does not include the right to wait on customers in the Food Court Common Area. The City reserves the right to establish and enforce the policies for the Food Court Common Area and tenants whose customers use the Food Court Common Area that the City determines are in the best interest of the overall operation of the Food Court Common Area, so that the City may properly and efficiently operate and manage it as a whole. Tenant must comply with these policies.

(ii) Tenant must at all times in operating its business in the Retail Space abide by all rules and regulations applicable to tenants whose customers use the Food Court Common Area including those relating to: (a) the health and sanitary conditions of the Retail Space, the Food Court Common Area and the employees of Tenant; (b) standards and quality of Products, services, and merchandising as determined by the City; (c) customer relations; and (d) other matters as the City determines applicable with respect to the operation of the Food Court Common Area and the business conducted by Tenant and all other tenants whose customers use the Food Court Common Area.

(iii) The City will be responsible for the operation, repair and maintenance of the Food Court Common Area. Food Court CAM Costs include all costs incurred by the City in the repair and maintenance of the Food Court Common Area, including corridors and seating areas, and include, but are not limited to costs of: painting; cleaning; trash and grease removal; operation, maintenance and repair and replacement of all lighting, electrical, plumbing, HVAC and other mechanical and utility systems; cleaning and retrieval of trays; water, power, gas and sewerage charges; wages and salaries (including employee benefits, unemployment, Social Security and Medicare, and any other payroll taxes) for employees performing operation, maintenance and repair of the Food Court Common Area; materials, equipment, supplies and services purchased for operation, maintenance and repair of Food Court Common Area; required permits and licenses; reasonable straight- line depreciation of movable equipment (including tables and chairs) used in the operation, maintenance or repair of the Food Court Common Area; rental of any equipment used in the operation, maintenance or repair of the Food Court Common Area; and all other direct costs and expenses properly chargeable to the operation, maintenance or repair of the Food Court Common Area. Neither the City nor any company, firm or individual operating, maintaining, managing or supervising the Food Court Common Area, nor any of their respective agents or employees, are or will be liable to Tenant or to any of Tenant's employees, agents, customers or invitees or anyone claiming through or under Tenant, for any damage, injuries, losses expenses, claims or causes of action because of any interruption or discontinuance at any time for any reason in furnishing services relating to operation, maintenance and repair of the Food Court Common Area, nor will any such interruption or discontinuance be deemed a disturbance of Tenant's use or possession of the Leased Space or any part of it; nor will any such interruption or discontinuance relieve Tenant from full performance of Tenant's obligations under this Agreement. Tenant is responsible for providing seating and chairs for Food Court Common Area directly adjacent to Tenant's Leased Space.

4.8 Utilities.

A. Tenant must pay for all utilities furnished to the Leased Space, to the extent separately metered. All utilities must be separately metered for usage within a Leased Space except to the extent that the Commissioner agrees otherwise in writing. Notwithstanding the foregoing, in the event that water/sewage is not separately metered, the City may charge Tenant for water/sewage based on a reasonable estimate of usage given the nature of the Concession.

B. In addition to payment for utility service, Tenant must maintain utility lines to the Leased Space as follows:

(i) where the utility lines, including gas, electrical, telephone, hot and cold water, fire sprinkler, gas, and sewer serve both the Leased Space and other areas of the Terminals, Tenant is only obligated to maintain those branch lines and facilities that exclusively serve the Leased Space; and

(ii) where such utility lines are entirely for the exclusive service of the Leased Space, Tenant is obligated to maintain the utility lines from the Leased Space up to the main entry point of the utility to the Terminal(s). Alternatively, the City may, at the Commissioner's sole discretion, maintain such utility lines and charge Tenant the reasonable cost of the maintenance.

(iii) Tenant must maintain all electrical cables, conduits, wiring, fire alarm systems, electrical panels and associated equipment located within and serving the Leased Space.

4.9 Refuse Handling.

A. Tenant, at its own cost and expense, must provide for the handling of all refuse, including trash, garbage, recycling and other waste created by its Concession operations and for their disposal at a centrally located collection area within the Airport designated by the Commissioner from time to time. Within its Leased Space, Tenant must provide a complete and proper arrangement for the adequate sanitary handling and disposal of trash, garbage, recycling and other refuse resulting from its Concession operations. Tenant must provide and use suitable covered metal receptacles for all trash, garbage, recycling and other refuse in accessible locations within the boundaries of each Leased Space. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the Leased Space or the Common Areas is forbidden. The Commissioner reserves the right, from time to time, to establish time periods or schedules during which Tenant must remove refuse from the Leased Space.

B. Tenant must comply with all present and future laws, orders and regulations and any rules and regulations promulgated by the Commissioner regarding the separation, sorting and recycling of garbage, refuse and trash, including but not limited to those policies, rules and regulations incorporated in the Airport Concessions Program Handbook and the Sustainable Airport Manual. Tenant must separate and appropriately dispose of recyclable and non-recyclable waste, including organic materials. Recyclable waste includes newspaper, unsoiled paper

products, cardboard, plastic, aluminum and glass. Tenant is encouraged to use service goods made from recycled and recyclable materials. All recyclable waste will be disposed at the direction of the CDA. The CDA may also require sorting and disposal of compostable/organic wastes, including food scraps and soiled paper products. Tenants must therefore also provide for the separation of pre-consumer compostable/organic waste for composting. Tenants are expected to fully comply with CDA's waste recovery program by sorting, to the maximum extent possible, recyclable and compostable waste from that which will be sent to landfill.

C. Tenant acknowledges that any failure to comply with the provisions of this Section 4.9 may cause the City to suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess as liquidated damages against Tenant, and not as a penalty, the amounts outlined in Exhibit 13.

4.10 Promotion.

A. Signs and Advertising. Tenant may, at its own expense and subject to obtaining any necessary permits, install and operate necessary and appropriate identification signs in and on the Retail Space for its promotional use (identifying the Concession operations at the Retail Space in question or the Products sold there). All such signage (especially all signage visible from the Common Areas) must be in compliance with signage and other applicable criteria adopted by the Commissioner or other City agencies from time to time and subject to the prior written approval of the Commissioner as to the number, size, height, location and design (as applicable). Tenant must not install, affix, or display any signage outside the Retail Space except as permitted by the Department. Without the prior written consent of the Commissioner, Tenant and its Subcontractors must not distribute any advertising, promotional or informational pamphlets, circulars, brochures or similar materials at the Airport except within the Retail Space and except as are related to Tenant's Concession. Tenant acknowledges that any failure to comply with this Section 4.10(A) may cause the City to suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess, as liquidated damages against Tenant, and not as a penalty, the amounts outlined in Exhibit 13.

B. Marketing and Advertising Fund. The Department operates a marketing fund ("Fund") for the purpose of financing a program for advertising and promoting Concessions at the Airport. The Program may include advertising, media placements, special events, promotional events, brochures, videos and catalogs, mystery shops, market research and surveys, customer service training etc., as appropriate. The Program will be funded by contributions from the Tenant and other tenants at the Airport. Tenant will contribute an amount of one-half of one percent (0.5%) of Gross Revenues per Lease Year to the Fund. All contributions to the Fund may only be expended for the promotion of concessions and marketing-related staff activities at the Airport and for no other purposes. Tenant shall make its contributions to the Fund monthly in arrears concurrently with its Rent payment under this Agreement.

The City may, but is not required to, contribute to the Fund. Tenant has no ownership or beneficial interest whatsoever in the Fund or any unspent moneys therein.

4.11 **Distribution and Storage; Deliveries.**

A. It is necessary, due to the number of Concession tenants in the Airport, that the Commissioner protect the Common Areas and the Terminal curb front for the flow of airline passengers. Therefore, Concession deliveries must be made only within the times and at the locations authorized by the Commissioner or the Commissioner's designated representative and otherwise in accordance with the terms of this Agreement. All deliveries that require access to the aircraft operations area ("AOA") must be made by vehicles and drivers qualified and permitted to drive over AOA roadways.

B. O'Hare. There is currently no central distribution and storage facility at O'Hare; however, the City intends to implement such a facility during the Term of this Agreement. Thereafter, at the option of the Commissioner, after first giving reasonable notice to Tenant, the Commissioner may require Tenant to arrange for all deliveries to the central distribution and storage facility, except where delivery to a third party is prohibited by law, such as delivery of liquor, or as otherwise approved by the Commissioner in writing. At the Commissioner's sole discretion, the central distribution and storage facility, if implemented, may be operated by a third-party contractor selected or approved by the Commissioner. If the central distribution and storage facility is implemented, Tenant must pay the City, or the third-party operator, Tenant's proportional share of the cost for deliveries to and distribution from the facility ("**Distribution Fee**") as determined by the Commissioner. Such Distribution Fee will be intended to cover the costs of delivery as well as development, utility, operation and maintenance costs and other costs associated with the opening and/or operation of the central distribution and storage facility and is considered to be Additional Rent.

C. Tenant acknowledges that the City will not be responsible for and will have no liability related to the operation of (or the failure to operate) the central distribution and storage facility at either Airport, including lost profits, consequential damages or any other losses or damages whatsoever.

4.12 **Certain Rights Reserved By the City.**

A. Except as expressly provided otherwise in this Agreement: the City has the rights set forth below, each of which the City may exercise with notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of exercising them; the City's exercise of any such rights is not deemed to constitute a breach of this Agreement or a disturbance of Tenant's use or possession of or Lease to the Leased Space; the City's exercise does not give rise to any claim, including for set-off or abatement of Rent; the City's exercise also does not relieve Tenant of any obligation to pay all Rent when due. The rights include the rights to:

(i) Install, affix and maintain any and all signs on the exterior and on the interior of the Terminals;

(ii) Decorate or to make repairs, inspections, alterations, additions, or improvements, whether structural or otherwise, in and about the Terminals, or any part of them, and for such purposes to enter upon the Leased Space, and during the continuance of any of the work, to temporarily close doors, entryways, public space and corridors in the Terminals, and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations under this Agreement, so long as the Leased Space is reasonably accessible and usable;

(iii) Upon request, require Tenant to furnish the Department with copies of door keys for the entry doors of the Leased Space, where applicable, and to retain them at all times, and to use in appropriate instances, keys, including master keys and passkeys, to all doors within and into the Leased Space, but the keys will at all times be kept under adequate and appropriate security by the Department. Tenant must not change any locks, nor affix locks on doors without the prior written consent of the Commissioner. Notwithstanding the provisions for the Department's access to the Leased Space, Tenant releases the City from all responsibility arising out of theft, robbery, pilferage and personal assault unless the same results from the City's gross negligence or willful misconduct. Upon the expiration of the Term of this Agreement or Tenant's right to possession of the Leased Space, Tenant must return all keys to the Concession Management Representative and must disclose the combination of any safes, cabinets or vaults left in the Leased Space;

(iv) Approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Leased Space and the Terminals so as not to exceed the legal load per square foot designated by the structural engineers for the Airport, and to require all such items and furniture and similar items to be moved into or out of the Terminals and the Leased Space only at the times and in the manner as the Commissioner directs in writing. Tenant must not install or operate machinery, or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Leased Space without the prior written consent of the Commissioner. Movements of Tenant property into or out of the Terminals or the Leased Space and within the Terminals are entirely at the risk and responsibility of Tenant, and the Commissioner reserves the right to require permits before allowing any property to be moved into or out of the Terminals or the Leased Space;

(v) Establish controls for the purpose of regulating all property and packages, both personal and otherwise, to be moved into or out of the Terminals and the Leased Space;

(vi) Regulate delivery and service of supplies and the usage of the apron area, loading docks, receiving areas and freight elevators and designate the times within which, and the locations at which, deliveries may be made to or by Tenant;

(vii) Show the Leased Space to prospective Tenants and subtenants at reasonable

times and, if vacated or abandoned, prepare the Leased Space for re-occupancy;

(viii) Erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances to them, in and through the Leased Space at reasonable locations;

(ix) Enter the Leased Space for the purpose of periodic inspection for fire protection, maintenance and compliance with the terms of this Agreement, including but not limited to the Airport Concession Handbook, and exercise any rights granted to City or retained by City in this Agreement; except in the case of emergency, however, the right must be exercised upon reasonable prior notice to Tenant and with an opportunity for Tenant to have an employee or agent present;

(x) Grant to any person the right to conduct any business or render any service in or to the Terminals or the Airport.

(xi) Promulgate from time-to-time rules and regulations regarding the operations at the Airport; and

(xii) Maintain newspaper vending machines at any location in the Airport.

B. If Tenant is required to perform any sprinkler Work, City reserves the right to perform the Work and charge the Tenant for the cost of the sprinkler Work and specify charges as Additional Rent under the Agreement or to approve Tenant's proposed sprinkler contractor, at the Commissioner's sole option. If any sprinkler work requires a temporary shut-down and/or drainage of the sprinkler system or portion thereof in the Terminal, Tenant must pay an up-front fee of \$500 per occurrence in the form of a certified check or money order.

ARTICLE 5 LEASED SPACE AND IMPROVEMENTS

5.1 **Leased Space.** As provided in Section 4.1, the City grants Tenant the right to use the Leased Space identified in Exhibit 1, or portions thereof, from the date of delivery of each portion of the Leased Space through the remainder of the Term of this Agreement for the operation of the Concession, except as otherwise provided for herein. Exhibit 1 may be amended by agreement of the Tenant and the Commissioner from time to time to reflect changes in Leased Space, including but not limited to any Additional Space or Relocation Space. As of the Effective Date, all square footage identified in Exhibit 1 is approximate, and is subject to final correction in accordance with field measurements to be taken after completion of the Improvements. All such measurements relating to the Leased Space will be made to and from the "lease lines" as identified on Exhibit 1. Tenant must confine all of its Concession operations to its Leased Space. Any conduct of Concession operations outside of Tenant's Leased Space is an Event of Default.

A. **Retail Space.** The Leased Space includes the Retail Space identified in Exhibit 1. Retail Space is to be used for the sale of Products at retail to the public.

B. Storage Space. The Leased Space includes the Storage Space, if any, identified in Exhibit 1. Storage Space is to be used to store inventory and supplies for use in the Retail Space. It may be used for other purposes relating to the Concession with the consent of the Commissioner, but not as a point of retail sale of Products. If the Commissioner determines that Tenant is using Storage Space for purposes unrelated to the Concession, the Commissioner may unilaterally delete the Storage Space from the Leased Space. If the Commissioner determines that the size of the Storage Space exceeds the needs of the Tenant, the Commissioner may unilaterally reduce the size of the Storage Space.

C. Additional Space.

(i) During the Term, the Commissioner may from time to time, at the Commissioner's sole discretion, make Additional Space available in the Terminals for Tenant's Concession operations. In such event, the Commissioner will send written notice to Tenant to advise Tenant of the following:

- a. size and location of the Additional Space being offered, if any;
- b. whether the Additional Space is being offered as Retail Space or Storage Space; and
- c. the City's Shell and Core obligations and Tenant's Improvement obligations for the Additional Space.

Within 30 days after receiving the notice from the Commissioner, Tenant must notify the Commissioner if it accepts or rejects the Additional Space and, if the Additional Space is Retail Space, the proposed Improvements and the amount by which Tenant proposes to increase its Minimum Annual Guarantee to reflect the anticipated increase in Gross Revenues from the Additional Space. Upon notification from Tenant to the Commissioner that Tenant accepts the Additional Space and, if the Additional Space is Retail Space, acceptance by the Commissioner of the proposed Improvements and increase in the Minimum Annual Guarantee, the square footage will be added to the Retail Space or Storage Space, as applicable, under this Agreement and Exhibits 1 and 2 modified accordingly. Upon notification from Tenant to the Commissioner that it rejects the Additional Space or if Tenant fails to notify the Commissioner within 30 days that it accepts the Additional Space, the offer will terminate, and the Commissioner may offer the Additional Space to others.

(ii) Nothing in (i) above requires the Commissioner to offer any Additional Space to Tenant or limits or restricts the Commissioner's or the City's right to enter into any Concession agreement with any third party for such space. **Additional Space, if any, offered to Tenant is solely for the benefit of the Airport to enhance Airport revenues, and whether or not to offer such Additional Space to Tenant is at the Commissioner's sole and absolute discretion. TENANT HAS NO RIGHT TO BE OFFERED ANY ADDITIONAL SPACE.**

(iii) The maximum aggregate amount of Retail Space that may be offered to Tenant as Additional Space is 2,000 sq. ft.

D. Relocation Space. The Commissioner may at any time during the Term require Tenant to relocate all or portion of the Leased Space to another location within the Airport and

terminate the Lease with respect to the Leased Space being vacated when, in the sole discretion of the Commissioner, the relocation is necessary for other Airport purposes or is in the best interest of the City. In such an event:

(i) The Commissioner will notify Tenant in writing within a reasonable period of time prior to the relocation of all or part of the Leased Space. Such notice will be not less than 90 days in advance of the relocation but, in any event, notice is not required more than 180 days in advance.

(ii) If a Retail Space is being relocated and the Relocation Space has, in Tenant's reasonable business judgment, diminished size, visibility, and/or exposure to passenger traffic in comparison to the Retail Space being vacated, Tenant may so notify the Commissioner in writing no later than 15 days after Tenant receives the Commissioner's notice. Such notice must detail with reasonable specificity why Tenant believes that the Relocation Space is not comparable to the Retail Space being vacated and the projected adverse impact on Tenant's sales. Tenant and Commissioner may thereafter negotiate an adjustment in the Percentage Fee and/or the Minimum Annual Guarantee for the Relocation Space to reflect the differences in size, visibility, and/or passenger traffic. If the Tenant and Commissioner fail to agree on such an adjustment or if Tenant otherwise rejects the Relocation Space, then the Lease for the Retail Space being vacated will terminate on the date for the relocation set forth in the Commissioner's notice, and the Minimum Annual Guarantee as of such date will be adjusted in proportion to the percentage of Tenant's Gross Revenues from prior Lease Year that were generated at the Retail Space being vacated. Further, if the Lease of the Retail Space being vacated is terminated, Tenant is entitled to a credit, equal to the unamortized portion of Tenant's actual Improvement Costs for the Retail Space being vacated (but excluding any Improvement Costs for Tenant personal property or any portion of the Improvements that can be moved and used by Tenant elsewhere), against Rent due and owing to the City from Tenant until the full amount of the credit has been applied against Rent.

(iii) Except when Tenant rejects Relocation Space pursuant to (ii) above, the City is responsible for costs incurred in the relocation or replication of the Improvements in the Leased Space being vacated, including the cost of moving Tenant's equipment and inventory and the cost of constructing replacement Improvements comparable to the condition of the Improvements in the Leased Space being vacated as of the date of relocation, to the extent comparable Improvements do not already exist in the Relocation Space. In the case of a relocation, Tenant must promptly vacate the portion of the Leased Space required to be vacated and as to which this Agreement is being terminated and return the portion of the Leased Space in as good or better condition as existed as of the date that the City gave Tenant possession of the Leased Space being vacated, unless the Commissioner otherwise agrees in writing. The City will endeavor not to require Tenant to move from the Leased Space being vacated to the Relocation Space before Work on Improvements in the Relocation Space is completed, but the Leased Space being vacated may be needed for other Airport purposes prior to the completion of Improvements in the Relocation Space. Because the City is replacing Improvements in kind, Tenant is not entitled to any credit for unamortized Improvement Costs for the Leased Space being vacated, and the unamortized Improvement Costs for the Leased Space being vacated will

deemed to be the unamortized Improvement Costs for the Relocation Space and continue to be amortized on the same schedule as the original Leased Space.

5.2 **Title to Property in the Leased Space.** Tenant shall retain title and ownership to all Products and other Tenant personal property and proprietary trade fixtures in the Leased Space, except in the event of deemed abandonment, as provided in Section 6.3. The City owns all other property in the Leased Space, including the Shell and Core and, upon completion, Tenant Improvements.

5.3 **Shell and Core.** The City is responsible for providing Shell and Core, if any are specified in Exhibit 4, for the Leased Space. The City makes no warranty, either express or implied, as to the design or condition of the Leased Space, including the Shell and Core, or the suitability of the Leased Space, including the Shell and Core, for the Tenant's purposes or needs. The City is not responsible for any patent or latent defect, and Tenant must not, under any circumstances, withhold any amounts payable to the City under this Agreement on account of any defect in the Leased Space, including the Shell and Core; if feasible, however, the City will assign to Tenant any warranties obtained from the City's contractor for the Shell and Core and/or the right to enforce City's rights under its contract for the Shell and Core. After the City delivers the Shell and Core to Tenant, Tenant must immediately notify the Commissioner of any defects in the Shell and Core.

5.4 **Tenant's Improvement Obligations.**

A. **Retail Space and Storage Space.** Unless otherwise agreed in writing by the Commissioner, Tenant must complete, or cause to be completed, the Improvements as described in the Development Plan. Improvements shall be at Tenant's sole cost and expense and must be completed on or before the Date of Beneficial Occupancy set forth for each portion of the Leased Space in accordance with the schedule set forth in the Development Plan, subject to Section 11.20, "Force Majeure". Failure to achieve DBO for the Improvements in accordance with the schedule in the Development Plan will result in liquidated damages pursuant to Section 5.5(J).

B. **Additional Space.** Tenant must complete or cause to be completed, at Tenant's sole cost and expense, the Improvements for each Additional Space approved by the Commissioner by the proposed Date of Beneficial Occupancy applicable to each such Additional Space, at a total investment in Improvement Costs for each permanent Additional Space of at least 95% of the budget approved by the Commissioner.

C. **Temporary Relocation Space and Additional Space.** The Commissioner may require Tenant to operate the Concession, prior to the Date of Beneficial Occupancy applicable to any Relocation Space and Additional Space, from a temporary Relocation Space, at City's sole cost and expense. If approved by the Commissioner, Tenant may use temporary or used fixtures, trade fixtures and equipment and is not required to install Improvements except to the extent necessary to make the temporary Relocation Space or Additional Space useable.

D. **Improvement Costs.** Only Improvement Costs of the types set forth in the budget in the Development Plan are deemed to be validly incurred Improvement Costs for purposes of this Agreement. Tenant must provide the Commissioner with a statement certified by Tenant,

setting forth the aggregate amount of the Improvement Costs expended by Tenant for each Leased Space, with such detail as may be reasonably requested by the Commissioner. The certified statement must be submitted at the same time as the "as-built" drawings for the Leased Space. Tenant must make available to the Commissioner, at the Commissioner's request, receipted invoices for labor and materials covering all Improvement Costs. The Commissioner has the right to audit the Improvement Costs. If there is a discrepancy of 5% or more, the cost of the audit must be paid promptly by Tenant upon request. If the Tenant's actual Improvement Costs for any portion of the Leased Space are less than 95% of the amount set forth in the Development Plan for said portion of the Leased Space, Tenant must, within 30 days after the date of completion of the Work or the Date of Beneficial Occupancy, whichever is earlier, pay the City the difference between 95% of the amount set forth in the Development Plan and the actual Improvement Cost for said portion of the Leased Space. The actual Improvement Costs, as approved by the Commissioner, will be memorialized in the confirmation of DBO for the Leased Space in question and attached to Exhibit I.

5.5 **Work Requirements.**

A. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF WORK UNDER THIS AGREEMENT.

B. **Compliance with Standards.** Tenant must comply in its design, construction, use, occupancy and operation of the Leased Space, at its own cost, with:

(i) all regulations and directives now or later promulgated by the United States Federal Aviation Administration ("FAA") or Transportation Security Administration ("TSA") pertaining to airport security, as such regulations and directives may be amended or modified from time to time during the Term of this Agreement;

(ii) all federal, State of Illinois, and City laws, rules, regulations and ordinances, including all building, zoning and health codes and all Environmental Laws; and

(iii) the Design and Construction Standard Operating Procedures- Concessions Projects ("C-SOP") C-SOP, the Airport Concession Program Handbook, and the Sustainable Airport Manual.

Tenant must complete or cause to be completed all Improvements in accordance with all rules, regulations and standards, including the C-SOP, and the approved Construction Documents (as defined below) for any Improvements. If there is a conflict between work requirements stated in this Agreement and those set forth in the C-SOP, the Commissioner has the sole discretion to determine which prevails. No construction must take place until the Commissioner has approved the Construction Documents.

Tenant must provide for any supplemental heating, cooling and exhaust facilities that Tenant may require to properly heat, cool, ventilate and exhaust air in the Leased Space. All such supplemental facilities must be designed and installed in accordance with the C-SOP and applicable building codes and must be approved by the Commissioner prior to installation. If at any time the Tenant's supplemental heating, cooling and exhaust facilities fail to comply with the design and operational standards set forth in the C-SOP, Tenant must, on notice from

the City, cause repairs to be made so that Tenant is in compliance with this requirement.

In addition to the requirements set forth in the C-SOP, Tenant acknowledges the City's goal to incorporate environmentally sustainable design in building, infrastructure, and tenant improvements at the Airport. Accordingly, Tenant agrees to use best efforts to incorporate sustainable design practices in the development and build out of the Leased Space, to engage a LEED® (Leadership in Energy and Environmental Design) accredited professional on its architectural team, to create an operational plan that incorporates sustainable practices in all aspects of the daily operation of the Leased Space, and to comply to the extent that it is commercially reasonable to the requirements of the Sustainable Airport Manual.

C. Development Plan. Tenant's Development Plan, as approved by the Commissioner, is attached hereto as Exhibit 3. It describes and depicts the Tenant's thematic concept for the Retail Space (including storefront design images, as appropriate), floor plan(s) of the Retail Space, its plan and schedule for implementing the Improvements and commencing Concession operations in the Leased Space, temporary facilities that may be necessary to meet the requirements of this Agreement, and its other submission requirements as set forth in the C-SOP. The Development Plan must include the anticipated Date of Beneficial Occupancy of each Retail Space, the budgeted Improvement Costs for each Retail Space, and the dates by which City must complete the Shell and Core and the Delivery Date necessary in order to achieve the anticipated DBO for each Retail Space.

D. 30, 60, 90 and 100 Percent Design Phase. Tenant must submit to the Commissioner its proposed 30, 60, 90, 100 Percent design drawings and specifications prepared as required under the C-SOP. The C-SOP outlines the timing and expectations for submissions at each percentage of the design phase. The C-SOP also provides the timing of the review by the Commissioner. Tenant must adhere to the time required to respond to the Commissioner's comments as outlined in the C-SOP. If Tenant fails to provide acceptable designs, after 5 attempts, an Event of Default can be declared by the Commissioner.

E. Start of Construction. For each portion of the Leased Space, within 10 days after the latest of occur of: 1) the date the City delivers to Tenant possession of said portion of the Leased Space, 2) the date Tenant has obtained applicable building permits for said portion of the Leased Space, and 3) the date of commencement of construction set forth in the Development Plan, Tenant must begin construction of the Improvements under and consistent with the approved Construction Documents, in a diligent, first-class and workmanlike manner. Commissioner may require Tenant and its Subcontractors to meet with the Department's construction manager and Concessions Management Representative prior to starting construction. Among other requirements, the Improvements:

- (i) Must conform with all architectural, fire, safety, zoning and electrical codes and all federal, State, City and other local laws, regulations and ordinances pertaining to them, including the ADA, and all Airport standards, procedures and regulations.
- (ii) Must be free and clear of any mechanics' or materialmen's liens or similar liens or encumbrances.
- (iii) Except as otherwise provided in this Agreement, must be completed entirely at

Tenant's cost and expense and in accordance with the requirements of this Agreement including, but not limited to, the requirements and procedures set forth in the C-SOP.

(iv) Upon the request of the Commissioner, Tenant must purchase and install a security camera and connect the camera feed into a junction box at a location to be determined by the Commissioner. Tenant will permit the Commissioner to connect the security camera to the Airport security system.

Approval of the Construction Documents by the Commissioner does not constitute the Commissioner's or the City's representation or warranty as to their conformity with any architectural, fire, safety, zoning, electrical or building code, and responsibility therefore at all times remains with Tenant. Tenant must not permit its design and construction Subcontractors to make any modifications to base building systems without prior written consent of the Commissioner.

F. Change Order Review. Tenant must cause all Work to be performed in a first class, good and workmanlike manner and in accordance with the Construction Documents. Tenant may request in writing that change orders relating to the Work be responded to by the City, and the City will so respond within 10 days, unless a response within 10 days is unreasonable in the circumstances, in which case the response period will be as reasonably determined by the City but in no event longer than 20 days. At all times during the Work, Tenant must have on file with the Commissioner and on the construction site for inspection by the Commissioner, a copy of the approved Construction Documents. Tenant must immediately begin to reconstruct or replace and diligently pursue to completion, at its sole cost and expense, before or after completion of the Work, any Work that is not performed in accordance with the Construction Documents as approved by the Commissioner.

G. Inspection of Improvements in Progress. The Department has the right to enter upon the Leased Space for the purposes of inspecting and recording the Improvements in progress, ensuring that Tenant's construction complies with the Construction Documents, and rejecting any such construction that does not so conform.

H. Notice of Substantial Completion and Inspection. At least 10 days prior to anticipated substantial completion of the construction of a Leased Space, Tenant must deliver to the Commissioner a "**notice of substantial completion**" in order for the Commissioner to schedule a representative to inspect the Improvements. On the date specified in the notice of substantial completion, the Department will perform a final inspection of the Improvements for compliance with the Construction Documents for the Improvements, and will, not later than 10 days after inspection, provide a punch list to Tenant describing in sufficient detail any discrepancies between the Improvements and the Construction Documents. Tenant must cause all discrepancies (other than those approved by the Commissioner as variances) to be reconstructed, replaced or repaired in substantial accordance with the Construction Documents. Within 10 days after the date of substantial completion and prior to commencing Concession operations in Leased Space, Tenant must provide, as evidence of the substantial completion of the Work, copies of any and all Certificates of Occupancy and other approvals, if any, necessary for Tenant to occupy the portion of the Leased Space for its intended use. Tenant

shall not commence Concession operations in the Leased Space until such documents have been received by the Commissioner and until authorized to do so by the Commissioner.

I. Timeliness - Punch Lists; Opening for Business. Tenant acknowledges that if it fails to comply with Construction Document requirements (including all tasks necessary to satisfy them, such as, but not limited to, applying at the earliest possible time for and diligently pursuing all necessary building permits), the delay may cause the City to suffer substantial damages, including loss of goodwill, that might be difficult to ascertain or prove. For that reason, but subject to extensions that may be approved by the Commissioner, or day-to-day extensions for delays caused by a force majeure event pursuant to Section 11.20, if Tenant has not caused the Improvements to be substantially completed in accordance with the Construction Documents and Retail Space to be open to the public for business not later than the scheduled Date of Beneficial Occupancy in the Development Plan:

(i) Tenant must pay the City liquidated damages at the rate of \$250 per day for each day from and after the Date of Beneficial Occupancy, until the date on which the Retail Space actually opens to the public for business; and

(ii) Tenant must cooperate with the Commissioner in providing the interim Concession operations from kiosks or other temporary locations, as the Commissioner may reasonably require, to serve the patrons of the Terminals until the applicable Improvements have been completed and the Retail Space is open to the public for business; and

(iii) if, for any reason, Tenant fails to substantially complete the Improvements in accordance with the approved Construction Documents relating to them and open the Retail Space to the public for business within 30 days after the Date of Beneficial Occupancy, the failure is an Event of Default, and the City has the right to exercise any and all remedies under this Agreement, at law or in equity; and further,

(iv) if Tenant is permitted to open for business in accordance with the schedule in the Construction Documents but any punch list items are not completed within 30 days following the date on which Tenant opens to the public for business, the Commissioner will assess liquidated damages against Tenant at the rate of \$250 per day per punch list item not timely completed; and

(v) if Tenant is permitted to open for business but any punch list items are not completed within 60 days following the date on which Tenant opens to the public for business, the City reserves the right, at the Commissioner's sole discretion, to either:

- a. complete the punch list Work at the City's cost and bill the Tenant for this Work, in which case the charges are considered Additional Rent; or
- b. close the affected Retail Space until all outstanding punch list items are completed.

J. Post-construction Documentation. Tenant must submit a complete set of "**as-built**" drawings and documentation as outlined in the C-SOP to the Commissioner within 30 days after the date the Commissioner authorizes Tenant to begin Concession operations in the

Leased Space. The as-built drawings and documentation are and become the property of the City, except to the extent of any intellectual property reflecting Tenant's trademarks, trade names or trade dress contained in them.

K. Mechanics' Liens. Tenant must not permit any mechanics' lien for labor or materials furnished or alleged to have been furnished to it to attach to any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement in any way relating to any work performed by or at the direction of Tenant. Upon making payments to Subcontractors, Tenant must obtain from each Subcontractor a waiver of mechanics' liens against any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement arising out of any Work done by the Subcontractor and each and every of the Subcontractor's materialmen and workmen. If, nonetheless, any such mechanics' lien is filed upon any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement, Tenant must indemnify, protect, defend and save harmless the City against any loss, liability or expense whatsoever by reason of the mechanic's lien and must promptly and diligently proceed with or defend, at its own expense, the action or proceedings as may be necessary to remove the lien. Tenant must deliver notice to the Commissioner of any such lien or claim within 15 days after Tenant has knowledge of it. Tenant may permit the mechanics to remain undischarged and unsatisfied during the period of the contest and appeal; provided that, upon request by the Commissioner, Tenant must post a bond with the City equal to 150% of the amount of the lien. If the lien is stayed and the stay later expires or if by nonpayment of any lien any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement will be, or is claimed to be, subject to loss or forfeiture, then Tenant must immediately pay and cause to be satisfied and discharged the lien. If Tenant fails to do so, the Commissioner may, in his or her sole discretion, draw on the bond and make such payment. If the Commissioner has not requested a bond, then the Commissioner may, in the Commissioner's sole discretion, make such payment out of legally available Airport funds and, in such event, the amount paid shall immediately be payable by Tenant as Additional Rent. Failure to post a bond when requested by the Commissioner or pay such Additional Rent shall be an Event of Default.

L. Mid-Term Refurbishment. Tenant must budget and expend such funds as necessary to undertake a mid-Term refurbishment of each Retail Space during or about the middle of the Term in order to ensure that each Retail Space presents a first-class appearance to the public. The minimum expenditure does not include financing costs, interest, and inventory or intracompany charges of the Tenant. The scope and extent of the renovation, remodeling, and upgrade and/or redecorating for such mid-Term refurbishment shall be jointly determined by the Commissioner and Tenant.

5.6 Damage or Destruction of Improvements.

A. Insubstantial Damage. If Improvements to any Leased Space are damaged, in whole or in part, by fire or casualty, and there is no Major Damage (as defined below) to the portion of the Terminals served by the damaged Improvements, then the City will repair any damage to the Shell and Core at the City's expense, and Tenant must repair the damage to the Improvements as soon as reasonably possible (after completion of the Shell and Core) at Tenant's expense.

B. Major Damage.

(i) **"Major Damage"** means any damage or destruction that, based on reasonable estimates made by the Department within 60 days after the occurrence of the damage or destruction, in order to be repaired to the condition existing before the damage or destruction:

- a. would cost, with respect to the Improvements, in excess of 50% of the replacement cost value of all Improvements; and
- b. would cost, with respect to the Shell and Core, in excess of 50% of the replacement cost of the Shell and Core, or would require, in the sole judgment of the Commissioner, more than nine months to complete.

(ii) If any part of the Terminals suffers Major Damage, whether or not including any portion of the Leased Space located in them, in whole or in part by fire or other casualty, the Commissioner has the right, for a period of six months starting on the date of the occurrence, to elect not to repair the Major Damage as otherwise required under this section, by giving written notice of the election to Tenant. If the Commissioner notifies Tenant of the Commissioner's election not to repair the Major Damage, this Agreement will terminate as to the affected Leased Space effective as of the date of the Major Damage, all Rent due under this Agreement will be prorated to the date of termination, and Tenant must surrender the affected portion of the Leased Space to the City.

(iii) If any portion of the Leased Space suffers Major Damage, and if after the occurrence of the damage the Agreement is not terminated, the Commissioner and the Airport architect will estimate the cost of restoration and the length of time that will be required to repair the damage and will notify Tenant of the estimate. If the damage can be repaired and the Improvements restored before the Term expires, then Tenant must repair the damage and restore the Improvements. If repair and restoration cannot be substantially completed before the Term expires, then this Agreement terminates as to the portion of the Leased Space as of the date of the Major Damage.

(iv) If this Agreement is not terminated in accordance with paragraphs (B) (ii) or (iii) and a casualty has damaged or destroyed any portion of the Shell and Core involving the Leased Space, the City will restore the Shell and Core to the condition existing on the Delivery Date, according to the original as-built plans and specifications. Upon completion of the City's Shell and Core restoration work, if any, Tenant must proceed to rebuild the Improvements as nearly as possible to the character of Improvements existing immediately before the occurrence.

(v) Before beginning to replace, repair, rebuild or restore Improvements, Tenant must deliver to the Commissioner a report of an independent consultant acceptable to the Commissioner setting forth:

- a. an estimate of the total cost of the Work;
- b. the estimated date upon which the Work will be substantially completed; and
- c. a statement to the effect that insurance proceeds are projected to

be sufficient to pay the costs of the Work.

(vi) The Commissioner will use commercially reasonable efforts to provide suitable temporary Relocation Space during the period of restoration subject to the reasonable approval of Tenant. Tenant must relocate the Concession operations to the temporary Relocation Space, and the costs associated with any such relocation, including moving expenses and the cost of reconstructing the Improvements in the temporary Relocation Space, must be borne by Tenant.

C. Tenant's Option. If the Leased Space or a portion of it is subject to Major Damage during the final three years of the Term, Tenant has the right, for a period of 60 days beginning on the date of the occurrence, to elect not to restore the affected Improvements as otherwise required under this Agreement by giving the Commissioner written notice of the election, in which event this Agreement will, as to the portion of the Leased Space, terminate upon the notice. If Tenant desires to rebuild the affected Leased Space, it may do so only upon the written approval of the Commissioner.

D. Insufficient Insurance. In no event will the City be obligated to repair, alter, replace, restore, or rebuild any Improvements, or any portion of them, nor to pay any of the costs or expenses for them. If Tenant's available insurance proceeds are not sufficient to cover the cost of the restoration as required under this Section, then Tenant is liable to complete the repairs at its own cost and expense, except as provided in (C) above.

5.7 **City Resident Construction Worker Employment Requirement.**

A. Use of Residents. In connection with and during the construction of any Work in excess of \$100,000 in Improvement Costs, Tenant and its Subcontractors must comply with the provisions of § 2-92-330 of the Municipal Code of the City of Chicago ("**Municipal Code**"), as amended from time to time concerning the minimum percentage of total construction worker hours performed by actual residents of the City. At least 50% of the total construction worker hours worked by persons on the site of the Work must be performed by actual residents of the City, and 7.5% of the total work hours (which may be included on the 50%) must be performed by project area residents: residents of neighborhoods surrounding the Airport. Tenant may request a reduction or waiver of this minimum percentage level of Chicagoans in accordance with standards and procedures developed by the Chief Procurement Officer of the City. In addition to complying with this percentage, Tenant and its Subcontractors are required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions. "**Actual residents of the City**" means persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment. Tenant and each Subcontractor (for purposes of this subsection, "**Employer**") must provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed. Each Employer will maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

B. Certified Payroll Reports. Weekly certified payroll reports (U.S. Department of

Labor Form WH-347 or equivalent) must be submitted by hard copy or electronically to the Commissioner and must identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

C. Inspection of Records. Each Employer must provide full access to its employment records to the Chief Procurement Officer, the Commissioner, and the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Each Employer must maintain all relevant personnel data and records for a period of at least 3 years after final acceptance of the Work. At the direction of the Commissioner, affidavits and other supporting documentation may be required of each Employer to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

D. Level of Effort. Efforts on the part of each Employer to provide utilization of actual Chicago residents that are not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer will not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

E. Shortfalls; Liquidated Damages. When the Work is completed, in the event that the City has determined that Tenant has failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1% of the aggregate hard construction costs of the Improvement Costs (the product of .0005 x such aggregate hard construction costs) (as evidenced by approved contract value for the actual contracts) must be surrendered by Tenant to the City as liquidated damages, and not as a penalty, in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly will result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Tenant and/or the Subcontractors to prosecution. The City may draw against the security any amounts that appear to be due to the City under this provision pending the City's determination as to the full amount of liquidated damages due on completion of the Work.

F. Nothing set forth in this section acts as a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents, as applicable.

G. Inclusion in Subcontracts. Tenant must cause or require the provisions of this section to be included in all construction Subcontracts related to the Work.

5.8 **Licensing of General Contractor.** This Agreement is subject to Chapter 4-36 of the Municipal Code which requires all persons acting as a general contractor (as defined in Chapter 4-36) to be licensed as a general contractor by the City. Tenant's failure to ensure that any general contractor working on Improvements complies with Chapter 4-36 will be an Event of Default.

5.9 **Prevailing Wages.** In connection with the construction, repair, and maintenance of Improvements, Tenant must comply with the applicable provisions of 820 ILCS 130/0.01 et seq. regarding the payment of prevailing wages, and the most recent Illinois Department of Labor schedule of prevailing wages, and any successors to them. Tenant must insert appropriate provisions in all Subcontracts covering construction work under this Agreement to ensure compliance of all construction Subcontractors with the foregoing wage statutes and regulations.

5.10 **Subcontractor Certifications.** Tenant must require all Subcontractors performing Work in connection with this Agreement to be bound by the following provision and Tenant must cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

"Subcontractor certifies and represents that Subcontractor and any entity or individual that owns or controls, or is controlled or owned by, or is under common control or ownership with Subcontractor is not currently indebted to the City and will not at any time during the Term be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Subcontractor acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to Subcontractor for services rendered in connection with the Agreement and, if the breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against the payments otherwise due to Subcontractor and/or the termination of Subcontractor for default (in which case Subcontractor will be liable for all excess costs and other damages resulting from the termination.)"

5.11 **MBE/WBE Compliance.** Tenant shall make good faith efforts to meet the following goals with respect to participation of Minority Business Enterprises/Woman-Owned Business Enterprises ("MBE/WBE") in the design (including professional services) and construction of Tenant's Improvements, respectively: (i) Design: 26% MBE and 6% WBE; and (ii) Construction: 26% MBE and 6% WBE. However, in consideration of the anticipated costs of the design and construction of the Concession, the City will accept a participation plan that meets a combined single *Design and Construction* goal of 26% MBE and 6% WBE

participation, which participation may be achieved with any combination of construction and design contracts. The Special Conditions and related forms used by the City in its own procurements are attached hereto as Exhibit 9 and should be used by Tenant's Contractors. Tenant must submit to the CMR completed Schedules C's and D's from its design and construction Contractors demonstrating their percentage MBE and WBE participation commitments, and their good faith efforts to achieve the foregoing goals if the commitments are less than those goals. Thereafter, Tenant must submit periodic reports to the CMR, in a form and frequency determined by the Commissioner, documenting its Contractors' compliance with their commitments.

ARTICLE 6 TERM OF AGREEMENT

6.1 **Term.** The term of this Agreement is the Term as defined in Article 3, unless this Agreement is terminated earlier in accordance with its terms.

6.2 **Holding Over.**

A. **With consent.** Any holding over after expiration of the Term with the written consent of the Commissioner constitutes a month-to-month lease on the same terms and conditions as this Agreement, including payment of the Rent attributable to the portion or portions of the Leased Space that Tenant continues to occupy. Thereafter, Tenant must surrender and vacate the Leased Space no later than the 30th day following notice from the Commissioner that the month-to-month holdover is terminated; Tenant's failure to do so shall be deemed a holding over without consent under (B).

B. **Without consent.** If Tenant continues to occupy all or a portion of the Leased Space without the written consent of the Commissioner after expiration or termination of this Agreement in its entirety, or as to any such portion of the Leased Space where the Lease under this Agreement has expired or terminated, the holding over constitutes a month-to-month lease on the same terms and conditions as this Agreement, except that Tenant must pay Rent for the entire holdover period for the Leased Space where the Lease has expired or been terminated at double the annual rate of the Rent payable for that Leased Space during the immediately preceding Lease Year. No occupancy of Leased Space by Tenant after the expiration or other termination of the Lease under this Agreement with respect to such Leased Space extends the Term of this Agreement or the Lease, except as a holdover tenancy. Also, in the event of such holdover tenancy, Tenant shall indemnify the City against all damages arising out of the Tenant's retention of occupancy, including but not limited to any costs incurred by the City to evict Tenant, and all insurance policies and letters of credit required to be obtained and maintained by Tenant as set forth in this Agreement shall continue in effect.

6.3 **Return of the Leased Space and Removal of Improvements.**

A. At the termination or expiration for any reason of this Agreement or the Lease as to any portion of the Leased Space, Tenant must promptly, peaceably, quietly and in good order quit, deliver up and return the Leased Space (or that portion as to which the Lease has

terminated, in the case of a partial termination) in good condition and repair, ordinary wear and tear and damage by fire or other casualty excepted.

B. Tenant must remove all Tenant personal property and proprietary trade fixtures from the Leased Space or the portions of the Leased Space before the date of termination or expiration. Any personal property or trade fixtures remaining in the Leased Space 48 hours after the date of termination or expiration shall be deemed abandoned, and the City may dispose of such personal property or trade fixtures in the Commissioner's sole discretion, and Tenant shall have no claim to the proceeds, if any, from such disposition.

C. Further, at the Commissioner's request (which request will be given in writing at least 30 days before the termination or expiration of the Term), Tenant must remove all Improvements installed by or for Tenant, or Tenant's agents, employees or Subcontractors, except for Improvements that the Commissioner may elect to require Tenant to leave in place (excluding proprietary property which Tenant shall retain and remove). As provided in Section 5.2, all Improvements are City property and, if not requested to be removed by the Commissioner, may be used by the City or a replacement tenant; provided, however, that all of Tenant's trade dress, service marks, trademarks and trade names shall be removed, obliterated or painted out in a commercially reasonable manner at Tenant's cost. If directed by the Commissioner to remove Improvements, Tenant must also cap off any plumbing or drains and remove, obliterate or paint out any and all of its signs, advertising and displays as the Commissioner or his designated representative may direct, and repair any holes or other damage left or caused by Tenant.

D. Tenant must repair any damage to the Leased Space caused by Tenant's removal of Tenant personal property, trade fixtures and Improvements. All the removal and repair required of Tenant under this section are at Tenant's sole cost and expense.

E. If Tenant fails to perform any of its foregoing obligations, then the Commissioner may cause the obligations to be performed by Department personnel or City contractors, and Tenant must pay the cost of the performance, together with interest thereon at the Default Rate from and after the date the costs were incurred until receipt of full payment therefor.

6.4 **Termination Due to Change in Airport Operations.** This Agreement, or the Lease of any affected Leased Space, is subject to termination by either party on 60 days' written notice in the event of any action by the FAA, the TSA or any other governmental entity or the issuance of an order by any court of competent jurisdiction which prevents or restrains the use of the Airport, the Terminals or a portion thereof that renders performance by either party in the Leased Space impossible, and which governmental action or court order remains in force and is not stayed by way of appeal or otherwise, for a period of at least 90 days, so long as the action or order is not the result of any Event of Default of Tenant.

6.5 Eminent Domain.

A. If the entirety of the Terminals or a substantial part of them, including the entire Leased Space, is taken by eminent domain by an authority other than the City, the Term of this Agreement will end upon the earlier of the date when possession is required by the condemning authority or the effective date of the taking.

B. If any eminent domain proceeding is instituted by an authority other than the City in which it is sought to take any part of the Airport or the Terminals, the taking of which would, in the good faith judgment of the Commissioner or Tenant, render it impractical or undesirable to conduct Concession operations on the remaining portion of the Leased Space for the intended purposes, the Commissioner and Tenant will each have the right to terminate this Agreement upon not less than 90 days' written notice to the other.

C. In the event of termination of this Agreement under either (A) or (B), all Rent accrued for the Leased Space in question prior to the termination date is payable to the City. However, the City shall have no obligation to pay Tenant any unamortized Improvement Costs for such Leased Space, and Tenant shall look solely to the condemning authority for any award of damages.

6.6 Early Termination. Notwithstanding anything to the contrary set forth in this Lease, the Commissioner may terminate this Agreement with respect to any or all of the Leased Space without cause for any reason, in the Commissioner's sole discretion, upon at least ninety (90) days prior written notice to Tenant. Upon the effective date set forth in such notice, Tenant shall surrender and vacate that portion of Leased Space as to which this Agreement is being terminated as if the Agreement had expired on that date with respect to such Leased Space. In the event of such early termination, the City shall pay to Tenant a "Leased Space Termination Payment", which shall be defined herein to include the following: (i) a sum equal to the unamortized balance of Tenant's Improvement Costs with respect to the Leased Space being terminated, depreciated using the monthly straight-line method over the term of the lease commencing on the Date of Beneficial Occupancy of the Leased Space being terminated; and (ii) a sum equal to Gross Revenues earned by Tenant from the Leased Space being terminated during the four (4)-month period immediately preceding the termination date, less the Rent payable to the City for that period. Upon Tenant's receipt of the Leased Space Termination Payment and vacation of the Leased Space, the City and Tenant shall thereafter be released from any and all obligations under this Agreement with respect to the Leased Space except for such obligations which are expressly stated to survive the expiration or earlier termination of this Agreement.

ARTICLE 7 RENT AND FEES

7.1 Rent Payable.

A. In consideration of Tenant's Lease of the Leased Space and the License to operate its Concession in the Leased Space and the associated rights and privileges granted in this Agreement, Tenant must pay the following, without notice or demand, as rent and fees

(collectively, “**Rent**”) as follows:

(i) Base Rent: Beginning as of the Delivery Date of any portion of the Leased Space, the Base Rent for such Leased Space as set forth on Exhibit 2. The initial Base Rent applicable to each Leased Space will increase in each succeeding License Year by 3% following the initial License Year compounded annually. The annual Base Rent is payable in monthly installments and will be prorated for any partial Lease Year.

(ii) License Fee. Beginning as of the first Date of Beneficial Occupancy of a Retail Space, an amount equal to the greater of a. or b.:

- a. Percentage Fee. The “**Percentage Fee**” is an amount equal to the product of the Percentage Fee Rates and Gross Revenues.
- b. Minimum Annual Guarantee. There is no “**Minimum Annual Guarantee (MAG)**” or “**MAG**” for the first and second Lease Years of the Term. The Minimum Annual Guarantee will be established beginning in the third Lease Year at an amount equal to 85% of the Percentage Fee payable in the second Lease Year. In the subsequent Lease Years of the Term, the MAG will equal 85% of the Percentage Fee calculated for the prior Lease Year but will never be less than the MAG established in the third Lease Year.

In the event the Leased Space is comprised of two or more distinct Retail Spaces that are opening for Concession operations on different dates, then Exhibit 2 must apportion the MAG payable for the entire Agreement among the various Retail Spaces. The MAG for each Retail Space shall become payable upon its DBO, prorated for any partial year. Upon the DBO of the final Retail Space, the entire MAG shall be payable, prorated for any partial year.

(iii) Pre-Construction License Fee. In the event Tenant conducts, with the Commissioner’s approval, concession operations in any portion of the Retail Space prior to the construction of the Improvements, then the “**Pre-Construction License Fee**” is an amount equal to 20% of Gross Revenues during each calendar month (or portion thereof) from the Delivery Date through the DBO of the Retail Space.

(iv) Additional Rent. The Marketing Fee and Distribution Fee, if any, and any other charges payable to the City under this Agreement that are identified as Additional Rent. Failure by Tenant to pay Rent, or any portion thereof, when due is an Event of Default.

B. Impositions. Tenant must timely pay, as and when due, any and all taxes, assessments, fees, and charges levied, assessed or imposed by a governmental unit upon this Agreement, the Leased Space, Tenant’s leasehold, Tenant’s Concession business or upon Tenant’s personal property, including but not limited to all permit fees and charges of a similar nature for Tenant’s conduct of any business or undertaking in the Leased Space (collectively, “**Impositions**”). Tenant must provide the Concession Management Representative with copies

of any business licenses or permits required for the Tenant to operate the Concession. Tenant must provide Commissioner a copy of all notices relating to leasehold taxes on the Leased Space within 30 days after receipt and must provide the Commissioner with a receipt indicating payment of leasehold taxes on the Leased Space when due. Nothing in this Agreement precludes Tenant from contesting the amount of an Imposition, including those taxes or charges enacted or promulgated by the City, but unless otherwise allowed by the entity imposing the tax or charge, Tenant must pay the tax or charge pending the judicial or administrative decision on the Tenant's contest. Failure of Tenant to pay any Imposition when due, except to the extent that Tenant is allowed to withhold payment while contesting the amount of the Imposition, will constitute an Event of Default. As provided in Section 4.1, Tenant acknowledges that the leasehold created under this Agreement is taxable, and while Tenant may contest the amount of the leasehold tax, Tenant shall not contest its applicability.

C. Rent under this Agreement is not considered to be a tax and is independent of any Imposition levied by the City on the Tenant's business. Further, the payment of the Rent under this Agreement is independent of each and every other covenant and agreement contained in this Agreement, and Tenant must pay all Rent without any set off, abatement, counterclaim or deduction whatsoever except as otherwise expressly provided in this Agreement. If Tenant is directed to move its Concession operations to a Relocation Space, and the City determines that the affected Retail Space is to be closed before completion of the Improvements in the Relocation Space, then adjustments will be made to the Minimum Annual Guarantee until Tenant begins Concession operations in the Relocation Space. Such adjustments will be in the same proportion as the Gross Revenues attributable to the Retail Space to be closed bears to the Gross Revenues for the entire Retail Space to which the Minimum Annual Guarantee applies. If actual Gross Revenue amounts are not available, the adjustment will be made based on the MAG per location estimates in Exhibit 2.

7.2 **Time of Payments.**

A. On or before the first day of each calendar month, prorated for any partial calendar month, beginning on the Delivery Date of the first Leased Space and continuing throughout the Term, Tenant must pay to the City the monthly installment of Base Rent owed pursuant to Section 7.1(A)(i).

B. On or before the first day of each calendar month, prorated for any partial calendar month, beginning on the DBO of the first Leased Space and continuing throughout the Term, Tenant must pay to the City:

(i) that portion of the Minimum Annual Guarantee as may be due pursuant to Section 7.1(A)(ii)(b);

C. On or before the 15th day of each month, beginning the month following the month in which the DBO of the first Leased Space occurs, Tenant must pay the City:

(i) the amount, if any, by which the actual Percentage Fee for the preceding month pursuant to Section 7.1(A)(ii)(a) exceeds the Minimum Annual Guarantee payment that was made on the first day of the month;

(ii) the Marketing Fee, Distribution Fee and additional rent, if any, based on the Gross Revenues of the preceding month or pre-determined amount; and

(iii) any other charges payable to the City.

D. If the annual statement of Gross Revenues indicates that the Percentage Fee attributable to the preceding Lease Year exceeds the amount of all payments made by Tenant to the City for the Lease Year in question, then Tenant must pay the amount of the underpaid Percentage Fee to the City upon the submission of the annual statement of Gross Revenues. If the annual statement of Gross Revenues indicates that the Percentage Fee attributable to the preceding Lease Year is less than the amount of all License Fee payments made by Tenant to the City for the period in question, but the Percentage Fee still exceeds the MAG for that Lease Year, then Tenant will receive a credit against the next License Fee payment due under this Agreement for the amount by which the License Fee actually paid by Tenant exceeded the Percentage Fee attributable to the period.

7.3 **Material Underpayment or Late Payment.** Without waiving any other remedies available to the City, if:

(i) Tenant underpaid Rent due in any calendar year by more than 5%, or

(ii) Tenant failed to make any Rent payments within 5 days of the date due, then Tenant must pay, in addition to the amount due the City as Rent, interest on the amount of underpayment or late payment at the Default Rate. Interest on the amount underpaid accrues from the date on which the original payment was due until paid in full and shall be considered Additional Rent. The provision for the payment of interest does not constitute an authorization by the City of underpayment or late payment.

7.4 **Reports.**

A. Monthly. Tenant must furnish to the Commissioner on or before the 15th day of each calendar month falling wholly or in part within the Term of this Agreement a complete statement, certified by Tenant, of the amount of Gross Revenues derived from each Retail Space by Tenant during the preceding month.

B. Daily and/or Weekly. Tenant will furnish to the Commissioner daily and/or weekly sales reports, if requested, breaking down all sales and Gross Revenues by day, daypart (breakfast, lunch, dinner and late/overnight), selling category and by each separate Retail Space. If so requested, Tenant will provide Commissioner with statistical information regarding the number and type of transactions occurring at each Retail Space, in the form specified by the Commissioner. In addition to providing the City the foregoing daily and/or weekly reports, if requested, Tenant shall make all such reports available in an electronic,

searchable format acceptable to the City. The City may require Tenant to provide such electronic, searchable reports more or less frequently than other reports requested pursuant to this subsection.

C. Annually or more often.

(i) Tenant also must furnish to Commissioner no later than March 1 of each Lease Year falling wholly or in part within the Term of this Agreement, and within 120 days after the expiration or termination of this Agreement, a complete statement of revenues certified by an independent certified public accountant engaged by Tenant, showing in all reasonable detail the amount of Gross Revenues made by Tenant in, on or from the Leased Space during the preceding Lease Year and copies of all returns and other information filed with respect to Illinois sales and use taxes as well as such other reasonable financial and statistical reports as the Commissioner may, from time to time, require by written notice to Tenant.

(ii) The annual statement must include a breakdown of Gross Revenues on a month-by-month basis and an opinion of an independent certified public accountant that must include the following language, or language of similar purport:

"We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago by [] for the year ended _____ relating to its operations at the Terminals pursuant to an Agreement dated ____, . Our examination was made in accordance with generally accepted accounting principles and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement showing gross revenues of \$ _____ presents accurately the amount of Gross Revenues, as defined in the Agreement, for the year ended ____."

D. All such reports and statements must be prepared on a form approved by the Commissioner and must, among other things, provide a breakdown of the Gross Revenues by category of Products and an analysis of all Percentage Fees due and payable to the City with respect to the period in question. If Tenant fails to timely furnish to the Commissioner any monthly or annual statement required under this Agreement or if the independent certified public accountant's opinion is qualified or conditioned in any manner, the Commissioner has the right (but is not obligated) without notice, to conduct an audit of Tenant's books and records and to prepare the statements at Tenant's expense. Tenant must also provide the

Commissioner with such other financial or statistical reports and information concerning the Leased Space or any part thereof, in the form as may be reasonably required from time to time by the Commissioner.

7.5 Books, Records and Audits.

A Except as provided below, Tenant must prepare and maintain at its office full, complete and proper books, records and accounts in accordance with generally accepted accounting procedures relating to and setting forth the Gross Revenues, including but not limited to Gross Revenues generated by sales of Products for cash, debit, check, gift certificate, credit, or any other form of compensation, and must require and cause its operations personnel to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant. The books and source documents to be kept by Tenant must include true copies of all federal, state and local tax returns filed with respect to Tenant's Concession operation and reports, records of inventories and receipts of Products, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the Leased Space by Tenant and any other persons conducting business in or from the Leased Space. Pertinent original sales records must include the following documents or their auditable electronic equivalents:

- (i) cash register tapes, including tapes from temporary registers,
- (ii) serially pre-numbered sales slips,
- (iii) the original records of all mail and telephone orders at and to the Leased Space,
- (iv) original records indicating that Products returned by customers was purchased at the Leased Space by the customers,
- (v) memorandum receipts or other records of Products taken out on approval,
- (vi) detailed original records of any exclusions or deductions from Gross Revenues,
- (vii) sales tax records, and
- (viii) such other sales records, if any, that would normally be examined by an independent accountant under accepted auditing standards in performing an audit of Tenant's Gross Revenues.

B Tenant must record at the time of each sale or other transaction, all receipts, whether in physical form or electronic, from the sale or other transaction. The books, records and accounts, including any sales tax reports that Tenant may be required to furnish to any government or governmental agency, must at all reasonable times be open to the inspection (including the making of copies or extracts) of the Commissioner, the Commissioner's auditor or other authorized representative or agent at the Leased Space or Tenant's other offices in Chicago for a period of at least three (3) years after the expiration of each calendar year falling wholly or in part within the Term.

C The acceptance by the Commissioner of payments of any Percentage Fee is without prejudice to the Commissioner's right to conduct an examination of the Tenant's books and records relating to Gross Revenues and of inventories of Products at the Retail Space, in order to verify the amount of Gross Revenues made in and from the Retail Space.

D After providing Tenant at least 3 days prior oral or written notice, the

Commissioner may inspect the books and records of Tenant. Further, at its option, the Commissioner may at any reasonable time, upon no less than 10 days prior written notice to Tenant cause a complete audit to be made of Tenant's entire records relating to the Retail Space for the period covered by any statement issued by Tenant as above set forth. If the audit discloses that Tenant's statement of Gross Revenues is understated to the extent of:

(i) 3% or more, Tenant must promptly pay the City the cost of the audit in addition to the deficiency (and any interest on the deficiency at the Default Rate), which deficiency is payable in any event, and if

(ii) 5% or more, an Event of Default is considered to have occurred, and in addition to all other remedies available under this Agreement, at law, or in equity, the Commissioner has the right to terminate this Agreement immediately upon giving notice to Tenant, without any opportunity for Tenant to cure.

In addition to the foregoing, and in addition to all other remedies available to the City, if Tenant or the City's auditor schedules a date for an audit of Tenant's records and Tenant fails to be available or otherwise fails to comply with the reasonable requirements for the audit, Tenant must pay all reasonable costs and expenses associated with the scheduled audit.

7.6 **Revenue Control.** Upon the request of the Commissioner Tenant must make available monthly sales data for each Retail Space ("**Point of Sale Data**"), reflecting the amount of each sales transaction, items sold per transaction, time and date of the transaction, and specifying the sales category applicable to each item sold. At such time, if any, as computerized Point of Sale Data systems ("**POS Systems**") have been developed to a point where the Commissioner deems it necessary or desirable to install such a POS System, then Tenant must upon request and at its own expense, install such a POS System in the Retail Space or, if it already uses such a system, must use reasonable efforts to promptly cause the system to conform to the City's POS System, provided, in no event shall Tenant be required to disclose customer data in contravention of applicable laws. Tenant shall be given a reasonable amount of time, not to exceed one year, to accomplish the foregoing.

7.7 **Lien.** In addition to any liens as may arise under Illinois law, the City has a contractual lien under this Agreement on all property, including Tenant personal property located on the Leased Space, but excluding any Products that is subject to floor plan financing, as security for non-payment of any Rent due.

ARTICLE 8 INSURANCE, INDEMNITY AND SECURITY

8.1 **Insurance.** Tenant must, at its sole expense, procure and maintain at all times during the Term of this Agreement, and during any time period following expiration or termination of this Agreement during which Tenant is holding over or Tenant is required to return to the Leased Space for any reason whatsoever, the types of insurance specified in Exhibit 7 covering all operations under this Agreement, with insurance companies authorized to do business in the State of Illinois.

8.2 Indemnification.

A. Except where this indemnity clause would be found to be inoperative or unenforceable under the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq. (“**Anti-Indemnity Act**”), Tenant must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees, from and against any and all Losses.

B. “**Losses**” means, individually and collectively, liabilities of every kind, including losses, damages, and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Tenant, its employees, agents, subtenants, and Subcontractors.

C. At the City Corporation Counsel’s option, Tenant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Tenant of any of its obligations under this Agreement. Tenant must not make any settlement without the prior written consent to it by the City Corporation Counsel if the settlement requires any action on the part of the City or in any way involving the Airport.

D. To the extent permissible by law, Tenant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any limits applicable to a claim by any employee of Tenant that may be subject to the Workers’ Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The waiver, however, does not require Tenant to indemnify the City for the City’s own negligence to the extent doing so would violate the Anti-Indemnity Act. The City, however, does not waive any limitations it may have on its liability under the Worker’s Compensation Act or under the Illinois Pension Code.

E. The indemnities contained in this section survive expiration or termination of this Agreement, for matters occurring or arising during the Term of this Agreement or as the result of or during the holding over of Tenant beyond the Term. Tenant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Tenant's duties under this Agreement, including the insurance and Security requirements.

8.3 Security

A. Form of Security.

(i) Tenant must deliver to the City no later than the earlier to occur of: a) 30 business days after the Effective Date or b) the Delivery Date for the first Leased Space, an irrevocable,

unconditional sight draft Letter of Credit in favor of the City. The face amount of the Letter of Credit and any replacements or renewals of it must be maintained by Tenant, through and including the date that is 180 days after the expiration of the Term or termination of this Agreement, as follows: the face amount of the Letter of Credit must equal a) until the third full Lease Year of the Term, \$25,000, and b) during and after the third full Lease Year of the Term, 25% of third full Lease Year MAG in the form of an irrevocable letter of credit issued in favor of the City or a cash deposit. If a letter of credit is provided as the form security, it will be required to be adjusted throughout the Term, as the MAG increases or decreases. The Letter of Credit must be in the form set forth in Exhibit 6 or as otherwise approved by the Corporation Counsel.

(ii) In lieu of the Letter of Credit, Tenant may provide cash or a cashier's check in the same amount for immediate deposit in the City's accounts. The Letter of Credit, cash or cashier's check, as applicable, is referred to in this Agreement as the "**Security**." The original Letter of Credit, and all replacements of it, must be issued with an expiry date of at least one year after their respective dates of issuance. The Security secures the faithful performance by Tenant of all of Tenant's obligations under this Agreement. The Commissioner is entitled to draw on any such Letter of Credit unless proof of renewal of the Letter of Credit or a replacement Letter of Credit in form and substance satisfactory to the Comptroller has been furnished to the Commissioner at least 30 days before its expiration date. The City will hold the proceeds as a cash Security to secure the full and faithful performance of Tenant's obligations under this Agreement. The Commissioner is not obligated to pay or credit Tenant with interest on any Security.

(iii) The Commissioner also is entitled to draw on the Letter of Credit in whole or in part upon the occurrence of an Event of Default, which such Event of Default remains uncured after any applicable cure period, in which event the Commissioner is entitled to apply or retain all or any part of the proceeds of it or any cash or other Security deposited by Tenant and held by the City for the payment of any obligation of Tenant arising before or after the Event of Default; provided, the Commissioner is not entitled to draw on the Letter of Credit if such Event of Default permits cure and has been cured.

(iv) The Letter of Credit must provide that the Commissioner may draw upon the Letter of Credit in whole or in part upon the delivery by the Commissioner to the issuer of the Letter of Credit of a demand for payment, purportedly signed by the Commissioner, together with a written statement that the Commissioner is entitled to draw upon the Letter of Credit under the terms of this Agreement. If amounts are drawn upon the Letter of Credit or amounts of a cash Security are applied by the Commissioner in accordance with the terms of this Agreement, Tenant must reinstate the Letter of Credit or cash Security to its full amount required in this Agreement within 5 days following notification by the Commissioner of the City's draw upon the Letter of Credit or use of the cash Security. The rights reserved to the Commissioner or the City under the Letter of Credit or any cash Security are in addition to any rights they may have under this Agreement or under law.

B. Qualified Issuers. The Letter of Credit called for in this Agreement must be issued by companies or financial institutions having a rating of "A" or better as determined by Standard and Poor's or by Moody's Investors Service, Inc., or a net worth of at least \$500,000,000, and must have an office in Chicago where the Commissioner may draw on the Letter of Credit. The Commissioner also reserves the right to order Tenant to immediately close some or all of the Leased Space until the Letter of Credit is in place and effective.

C. Right to Require Replacement of Letter of Credit. If the financial condition of any Letter of Credit issuer issuing the Letter of Credit materially and adversely changes, the Commissioner may, at any time, require that the Letter of Credit be replaced with a Letter of Credit from another institution and in accordance with the requirements set forth in this section.

D. No Excuse from Performance. None of the provisions contained in this Agreement nor in the Letter of Credit required under this Agreement excuse Tenant from faithfully performing in accordance with the terms and conditions of this Agreement or limit the liability of Tenant under this Agreement for any and all damages in excess of the amounts of the Letter of Credit.

E. Non-Waiver. Notwithstanding anything to the contrary contained in this Agreement, the failure of the Commissioner to draw upon the Letter of Credit required under this Agreement or to require Tenant to replace the Letter of Credit at any time or times when the Commissioner has the right to do so under this Agreement does not waive or modify the Commissioner's rights to draw upon the Letter of Credit and to require Tenant to maintain or, as the case may be, replace the Letter of Credit, all as provided in this Section.

ARTICLE 9 DEFAULT, REMEDIES AND TERMINATION

9.1 Events of Default. The following (A) through (N) constitute Events of Default by Tenant under this Agreement. The Commissioner will notify Tenant in writing of any event that the Commissioner believes to be an Event of Default. Tenant will be given an opportunity to cure the Event of Default within a reasonable period of time, as determined by the Commissioner, but not to exceed 30 days after written notice of the Event of Default; provided, that (i) if a provision of this Agreement provides for a different cure period for a particular Event of Default, that different cure period will apply; (ii) if a provision of this Agreement does not expressly allow a right to cure a particular Event of Default, there will be no right to cure; and (iii) if neither (i) or (ii) apply and if the promise, covenant, term, condition or other non-monetary obligation or duty cannot be cured within the time period granted by the Commissioner, but Tenant promptly begins and diligently and continuously proceeds to cure the failure within the time period granted and after that continues to diligently and continuously proceed to cure the failure, and the failure is reasonably susceptible of cure within 45 days from delivery of the notice, Tenant will have the additional time, not in any event to exceed 45 days, to cure the failure.

A. Any material misrepresentation made by Tenant to the City in the inducement

to City to enter this Agreement or in the performance of this Agreement. There is no right to cure this Event of Default.

B. Tenant's failure to make any payment in full when due under this Agreement and failure to cure the default within five days after the City gives written notice of the non-payment to Tenant. In addition, Tenant's failure to make any such payment within five days after the written notice more than three times in any Lease Year constitutes an Event of Default without the necessity of the City giving notice of the fourth failure to Tenant or allowing Tenant any opportunity to cure it.

C. Tenant's failure to promptly and fully keep, fulfill, comply with, observe, or perform any promise, covenant, term, condition or other non-monetary obligation or duty of Tenant contained in this Agreement.

D. Tenant's failure to promptly and fully perform any obligation or duty, or to comply with any restriction of Tenant contained in this Agreement concerning Transfer or Change in Ownership, whether directly or indirectly, of Tenant's rights or interests in this Agreement or of the ownership of Tenant.

E. Tenant's failure to provide or maintain the insurance coverage required under this Agreement (including any material non-compliance with the requirements) and the failure to cure the Event of Default within two days following oral or written notice from the Commissioner; or, if the noncompliance is non-material, the failure to cure the Event of Default within 20 days after the Commissioner gives written notice. The Commissioner, in the Commissioner's sole discretion, will determine if noncompliance is material.

F. Tenant's failure to conduct Concession operations in any Retail Space at all times Tenant is required to do so under this Agreement.

G. Tenant's failure to comply with the Value Pricing policy.

H. Tenant's failure to begin or to complete its Improvements on a timely basis or to timely open for business in the Leased Space or any portion of it as required herein.

I. An Event of Default by Tenant or any Affiliate under any other agreement it may presently have or may enter into with the City during the Term of this Agreement and failure to cure the default within any applicable cure period.

J. Tenant or Guarantor, if any, does any of the following and the action affects Tenant's ability to carry out the terms of this Agreement:

(i) becomes insolvent, as the term is defined under Section 101 of the Bankruptcy Code as amended from time to time; or

(ii) fails to pay its debts generally as they mature; or

(iii) seeks the benefit of any present or future federal, state or foreign insolvency statute; or

(iv) makes a general assignment for the benefit of creditors, or

(v) files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any State or any foreign jurisdiction; or

(vi) consents to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property.

K. An order for relief is entered by or against Tenant or Guarantor (if any) under any chapter of the Bankruptcy Code or similar law in any foreign jurisdiction and is not stayed or vacated within 60 days following its issuance.

L. Tenant is dissolved.

M. A violation of law that results in a guilty plea, a plea of nolo contendere, guilty finding, or conviction of a criminal offense, by Tenant, or any of its directors, officers, partners or key management employees directly or indirectly relating to this Agreement, and that may threaten, in the sole judgment of Commissioner, Tenant's performance of this Agreement in accordance with its terms.

N. Any failure to perform, act, event or omission that is specifically identified as an Event of Default elsewhere in this Agreement.

9.2 **Remedies.**

If an Event of Default occurs and is not cured by Tenant in the time allowed, in addition to any other remedies provided for in this Agreement, including the remedy of Self-help as provided in Section 9.3, the City through the Commissioner or other appropriate City official may exercise any or all of the following remedies:

A. Terminate this Agreement with respect to all or a portion of the Leased Space and exclude Tenant from that part of the Leased Space affected by the termination. If the Commissioner elects to terminate this Agreement, the Commissioner may, at the Commissioner's sole option, serve notice upon Tenant that this Agreement ceases and expires and becomes absolutely void with respect to the Leased Space or that part identified in the notice on the date specified in the notice, to be no less than five days after the date of the notice, without any right on the part of Tenant after that to save the forfeiture by payment of any sum due or by the performance of any term, provision, covenant, agreement or condition broken. At the expiration of the time limit in the notice, this Agreement and the Term of this Agreement, as well as the right, title and interest of Tenant under this Agreement, wholly ceases and expires and becomes void with respect to the Leased Space identified in such notice in the same manner

and with the same force and effect (except as to Tenant's liability) as if the date fixed in the notice were the date in this Agreement stated for expiration of the Term with respect to the Leased Space identified in such notice.

B. Recover all Rent, including Additional Rent and any other amounts due that have accrued and are then due and payable and also all damages available at law or under this Agreement. If the Agreement is terminated, whether in its entirety or with respect to a part of the Leased Space, the damages will include damages for the balance of the scheduled Term, based upon any and all amounts that Tenant would have been obligated to pay for the balance of the Term with respect to the Leased Space, or if this Agreement is terminated with respect to a portion of the Leased Space, that portion of the Leased Space affected by the termination, calculated as provided in this Agreement or, if not fixed, as reasonably estimated and prorated among the various portions of the Leased Space. In determining the amount of damages for the period after termination, the Commissioner may make the determination based upon the sum of any future payments that would have been due to the City, for the full Lease Year immediately before the Event of Default. All amounts that would have been due and payable after termination for the balance of the Term with respect to all or a portion of the Leased Space must be discounted to present value at the Default Rate existing as of the date of termination. The Commissioner may declare all amounts to be immediately due and payable.

C. At any time after the occurrence of any uncured Event of Default, whether or not the Lease under this Agreement has been terminated, reenter and repossess the Leased Space and/or any part of it with or without process of law, so long as no undue force is used, and the City has the option, but not the obligation, to re-lease all or any part of the Leased Space. The City, however, is not required to accept any Tenant proposed by Tenant or to observe any instruction given the City about such a re-lease. The failure of the City to re-lease the Leased Space or any part or parts of it does not relieve or affect Tenant's liability under this Agreement nor is the City liable for failure to re-lease. Reentry or taking possession of the Leased Space does not constitute an election on the City's part to terminate this Agreement unless a written notice of the election by the Commissioner is given to Tenant. Even if the City re-leases without termination, the Commissioner may at any time thereafter elect to terminate this Agreement for any previous uncured Event of Default. For the purpose of re-leasing, the Commissioner may decorate or make repairs, changes, alterations or additions in or to the Leased Space to the extent deemed by the Commissioner to be desirable or convenient, and the cost of the decoration, repairs, changes, alterations or additions will be charged to and payable by Tenant as Additional Rent under this Agreement. Any sums collected by the City from any new Tenant obtained on account of Tenant will be credited against the balance of the Rent due under this Agreement. Tenant must pay the City monthly, on the days when payments of Rent would have been payable under this Agreement, the amount due under this Agreement less the amount obtained by the City from the new Tenant, if any.

D. Enter upon the Leased Space, distraint upon and remove from it all inventory, equipment, machinery, trade fixtures and personal property of any kind or nature, whether owned by Tenant or by others, and to proceed without judicial decree, writ of execution or

assistance or involvement of constables or the City's and Tenant's officers, to conduct a private sale, by auction or sealed bid without restriction. Tenant waives the benefit of all laws, whether now in force or later enacted, exempting any of Tenant's property on the Leased Space or elsewhere from distraint, levy or sale in any legal proceedings taken by the City to enforce any rights under this Agreement.

E. Seek and obtain specific performance, a temporary restraining order or an injunction, or any other appropriate equitable remedy.

F. Seek and obtain money damages; including special, exemplary, incidental and consequential damages.

G. Deem Tenant and Affiliates non-responsible in future contracts or concessions to be awarded by the City.

H. Declare Tenant and Affiliates in default under any other existing contracts or agreements they might have with the City and to exercise any remedies available under those other contracts or agreements.

I. Accept the assignment of any and all Subcontracts between Tenant and the design and construction Subcontractors.

J. Require Tenant to terminate a Subcontractor that is causing breaches of this Agreement.

9.3 **Commissioner's Right to Perform Tenant's Obligations.**

A. Upon the occurrence of an Event of Default that Tenant has failed to cure in the time provided, the Commissioner may, but is not obligated to, make any payment or perform any act required to be performed by Tenant under this Agreement in any manner deemed expedient by the Commissioner for the purpose of correcting the condition that gave rise to the Event of Default ("**Self-help**"). The Commissioner's inaction never constitutes a waiver of any right accruing to the City under this Agreement nor do the provisions of this section or any exercise by the Commissioner of Self-help under this Agreement cure any Event of Default. Any exercise of Self-help does not limit the right of any other City department or agency to enforce applicable City ordinances or regulations.

B. The Commissioner, in making any payment that Tenant has failed to pay:

(i) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim;

(ii) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien that may be asserted; and

(iii) in connection with the completion of construction, furnishing or equipping of the Leased Space or the licensing, operation or management of the Leased Space or the payment of any of its operating costs, may do so in such amounts and to such persons as the Commissioner may deem appropriate.

Nothing contained in this Agreement requires the Commissioner to advance monies for any purpose.

C. If Tenant fails to perform its obligations under this Agreement to maintain and operate the Leased Space in accordance with specified standards within 3 days following written notice from the Commissioner, or in the event of a serious health or safety concern or in an emergency (in which case no notice is required) the Commissioner may, but is not obligated to, direct the Department to perform or cause the performance of any such obligation in any manner deemed expedient by the Commissioner for the purpose of correcting the condition in question.

D. All sums paid by the City under the provisions of this Section and all necessary and incidental costs, expenses and reasonable attorneys' fees in connection with the performance of any such act by the Commissioner, together with interest thereon at the Default Rate, from the date of the City's payment until the date paid by Tenant, are deemed Additional Rent under this Agreement and are payable to the City within 10 days after demand therefor, or at the option of the Commissioner, may be added to any Rent then due or later becoming due under this Agreement, and Tenant covenants to pay any such sum or sums with interest at the Default Rate.

9.4 Effect of Default and Remedies

A. Tenant, for itself and on behalf of any and all persons claiming through or under it (including creditors of all kinds), waives and surrenders all right and privilege that they or any of them might have under or by reason of any present or future law, to redeem the Leased Space or to have a continuance of this Agreement for the Term, as it may have been extended, after having been dispossessed or ejected by process of law or under the terms of this Agreement or after the termination of this Agreement as provided in this Agreement.

B. The City's waiver of any one right or remedy provided in this Agreement does not constitute a waiver of any other right or remedy then or later available to the City under this Agreement or otherwise. A failure by the City or the Commissioner to take any action with respect to any Event of Default or violation of any of the terms, covenants or conditions of this Agreement by Tenant will not in any respect limit, prejudice, diminish or constitute a waiver of any rights of the City to act with respect to any prior, contemporaneous or later violation or Event of Default or with respect to any continuation or repetition of the original violation or Event of Default. The acceptance by the City of payment for any period or periods after an Event of Default or violation of any of the terms, conditions and covenants of this Agreement does not constitute a waiver or diminution of, nor create any limitation upon any

right of the City under this Agreement to terminate this Agreement for subsequent violation or Event of Default, or for continuation or repetition of the original violation or Event of Default. Tenant has no claim of any kind against the City by reason of the City's exercise of any of its rights as set forth in this Agreement or by reason of any act incidental or related to the exercise of rights.

C. All rights and remedies of the City under this Agreement are separate and cumulative, and none excludes any other right or remedy of the City set forth in this Agreement or allowed by law or in equity. No termination of this Agreement or the taking or recovery of the Leased Space deprives the City of any of its remedies against Tenant for Rent, including Additional Rent or other amounts due or for damages for the Tenant's breach of this Agreement. Every right and remedy of the City under this Agreement survives the expiration of the Term or the termination of this Agreement.

ARTICLE 10 SPECIAL CONDITIONS

10.1 **Warranties and Representations.** In connection with the execution of this Agreement, Tenant warrants and represents statements (A) through (L) below are true as of the Effective Date. If during the Term there is any change in circumstances that would cause a statement to be untrue, Tenant must promptly notify the Commissioner in writing. Failure to do so will constitute an Event of Default. Tenant must incorporate all of the provisions set forth in this Section 10.1 in all Subcontracts entered into with any suppliers of materials, furnishers of services, Subcontractors, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any materials, labor or services in connection with this Agreement, such that the parties warrant, represent and covenant to Tenant as to the matters set forth in this Section. Tenant must cause its Subcontractors to execute those affidavits and certificates that may be necessary in furtherance of these provisions. The certifications must be attached and incorporated by reference in the applicable agreements. If any Subcontractor is a partnership or joint venture, Tenant must also include provisions in its Subcontract ensuring that the entities comprising the partnership or joint venture are jointly and severally liable for its obligations under it.

A. Tenant is financially solvent; Tenant holds itself to very high standards of quality and professionalism; Tenant and each of its employees and agents are competent to perform as required under this Agreement; this Agreement is feasible of performance by Tenant in accordance with all of its provisions and requirements; Tenant has the full power and is legally authorized to perform or cause to be performed its obligations under this Agreement under the terms and conditions stated in this Agreement; and Tenant can and will perform, or cause to be performed, all of its obligations under this Agreement in accordance with the provisions and requirements of this Agreement

B. Tenant is qualified to do business in the State of Illinois; and Tenant has a valid current business privilege license to do business in the State of Illinois and the City of Chicago, if required by applicable law.

C. The person signing this Agreement on behalf of Tenant has been duly authorized to do so by Tenant; all approvals or consents necessary in order for Tenant to execute and deliver this Agreement have been obtained; and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated, nor the fulfillment of or compliance with the terms and conditions of this Agreement:

(i) conflict with or result in a breach, default or violations of: Tenant's organizational documents; any law, regulation, ordinance, court order, injunction, or decree of any court, administrative agency or governmental body, or any lease or permit; or any of the terms, conditions or provisions of any restriction or any agreement or other instrument to which Tenant is now a party or by which it is bound; or

(ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Tenant under the terms of any instrument or agreement.

D. There is no litigation, claim, investigation, challenge or other proceeding now pending or, to Tenant's knowledge after due and complete investigation, threatened, challenging the existence or powers of Tenant, or in any way affecting its ability to execute or perform under this Agreement or in any way having a material adverse effect on the operations, properties, business or finances of Tenant.

E. This Agreement constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and other laws affecting creditors' rights and remedies generally and by the application of equitable principles.

F. No officer, agent or employee of the City is employed by Tenant or has a financial interest directly or indirectly in this Agreement, a Subcontract under it, or the compensation to be paid under it except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code and as may otherwise be permitted by law.

G. Tenant has not and will not knowingly used the services of any person or entity for any purpose in its performance under this Agreement, when such person or entity is ineligible to perform services under this Agreement or in connection with it, as a result of any local, state or federal law, rule or regulation, or when such person or entity has an interest that would conflict the performance of services under this Agreement.

H. There was no broker instrumental in consummating this Agreement and no conversations or prior negotiations were had with any broker concerning the rights granted in this Agreement with respect to the Leased Space. Tenant shall hold the City harmless against any claims for brokerage commission arising out of any conversations or negotiations had by Tenant with any broker.

I. Neither Tenant nor any Affiliate of Tenant 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 with which the City may not do business under applicable law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, and Entity List, and the Debarred List.

J. Tenant, and to the best of Tenant's knowledge, its Affiliates, Subcontractors, any of their respective owners holding 7.5% or more beneficial ownership interest, and any of Tenant's directors, officers, members, or partners:

(i) currently have no interest, directly or indirectly, that conflicts in any manner or degree with Tenant's performance under this Agreement and will not at any time during the Term have any interest nor acquire any interest, directly or indirectly, that conflicts or would or may conflict in any manner or degree with Tenant's performance under this Agreement;

(ii) have no outstanding parking violation complaints or debts, as the terms are defined in Section 2-92-380 of the Municipal Code (with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding) and agrees that, for the Term, they will promptly pay any debts, outstanding parking violation complaints or monetary obligations to the City that may arise during the Term, with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding;

(iii) are not in default under any other City contract or agreement as of the Effective Date, nor have been deemed by the City to have been in default of any other City contract or agreement within five years immediately preceding the Effective Date;

(iv) are not in violation of the provisions of § 2-92-320 of the Municipal Code pertaining to certain criminal convictions or admissions of guilt and are not currently debarred or suspended from contracting by any Federal, State or local governmental agency;

(v) are not delinquent in the payment of any taxes due to the City; and

(vi) will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft at the Airport under current or future conditions or that might otherwise constitute a hazard to the operations of the Airport or to the public generally.

K. Except only for those representations, statements, or promises expressly contained in this Agreement, including any Exhibits attached to this Agreement and incorporated by reference in this Agreement, no representation, warranty of fitness, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Tenant to enter into this Agreement or has been relied upon by Tenant, including any with reference to:

(i) the meaning, correctness, suitability or completeness of any provisions or

requirements of this Agreement;

- (ii) the nature of the Concession license being granted;
- (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement;
- (iv) the general conditions that may in any way affect this Agreement or its performance;
- (v) the compensation provisions of this Agreement; or
- (vi) any other matters, whether similar to or different from those referred to in clauses (i) through (iv) immediately above, affecting or having any connection with this Agreement, the negotiation of this Agreement, any discussions of this Agreement, the performance of this Agreement or those employed in connection with it.

10.2 **Business Documents, Disclosure of Ownership Interests and Maintenance of Existence.**

A. Tenant must provide evidence of its authority to do business in the State of Illinois including, if applicable, certifications of good standing from the Office of the Secretary of State of Illinois, and appropriate resolutions or other evidence of the authority of the persons executing this Agreement on behalf of Tenant.

B. Tenant has provided the Commissioner with an Economic Disclosure Statement and Affidavit (“EDS”) for itself and EDS(s) for all entities with an ownership interest of 7.5 percent or more in Tenant, copies of which have been scanned for viewing on the City’s website. Upon request by the Commissioner, Tenant must further cause its Subcontractors, subtenants, sublicensees and proposed Transferees (and their respective 7.5 percent owners) to submit an EDS to the Commissioner. Tenant must provide the Commissioner, upon request, a “no change” affidavit if the information in the EDS(s) previously supplied remains accurate, or revised and accurate EDS(s) if the information contained in the EDS(s) has changed. In addition, Tenant must provide the City revised and accurate EDS(s) within 30 days of any event or change in circumstance that renders the EDS(s) inaccurate. Failure to maintain accurate EDS(s) on file with the City is an Event of Default.

10.3 **Licenses and Permits.** Tenant must in a timely manner consistent with its obligations under this Agreement, secure and maintain, or cause to be secured and maintained at its expense, the permits, licenses, authorizations and approvals as are necessary under federal, state or local law for Tenant, its subtenants (if any), and Subcontractors: to operate the Concession; to construct, operate, use and maintain the Leased Space; and otherwise to comply with the terms of this Agreement and the privileges granted under this Agreement. Tenant must promptly provide copies of any required licenses and permits to the Commissioner and to the Concession Management Representative.

10.4 **Confidentiality.** Except as may be required by law during or after the performance of this Agreement, Tenant will not disseminate any non-public information regarding this Agreement or the Concession operations without the prior written consent of the Commissioner, which consent will not be unreasonably withheld or delayed. If Tenant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any documents that may be in its possession by reason of this Agreement, Tenant must immediately give notice to the City's Corporation Counsel. The City may contest the process by any means available to it before the records or documents are submitted to a court or other third party. Tenant, however, is not obligated to withhold the delivery beyond that time as may be ordered by the court or administrative agency, and unless the subpoena or request is quashed or the time to produce is otherwise extended. Tenant must require each prospective Subcontractor to abide by such restrictions in connection with their respective Subcontracts.

10.5 **Subcontracts and Assignments.**

A. The City expressly reserves the right to assign or otherwise transfer all or any part of its interest under this Agreement, at any time and to any third party. Upon assignment to any successor or assignee of the City's right, title and interest in and to the Airport, the City is forever relieved, from and after the date of the assignment, of any and all obligations arising under or out of this Agreement, to the extent the obligations are assumed by the successor or assignee.

B. Limits on Tenant's transfers and changes in ownership:

(i) Tenant may not sell, assign, sublease, sublicense, convey, pledge, encumber or otherwise transfer (individually and collectively, "**Transfer**") all or any part of its rights or interests in or to this Agreement, the License, the Leased Space, the Term, or otherwise permit any third party to use the Leased Space, without prior consent of the City, which consent may be given or denied in the City's sole and absolute discretion. Consent by the City does not relieve Tenant from obtaining further consent from the City for any subsequent Transfer. Transfers involving all of Tenant's interest in this Agreement require approval of the City Council. Transfers of less than all of Tenant's interest in this Agreement require approval of the Commissioner. Consent by the City to any Transfer does not relieve Tenant from the requirement of obtaining consent from the City for any subsequent Transfer. Transfers that have the effect of granting a third party a security interest in this Agreement or the Leased Space as collateral for Tenant financing are strictly prohibited and, if entered into by Tenant, are an Event of Default.

(ii) Except as otherwise provided below, any transaction involving a change of any ownership interest in Tenant, whether to an Affiliate, subsidiary or otherwise, or the transfer of an interest in any holder of a direct or indirect ownership interest in Tenant, or any merger or consolidation of Tenant (individually and collectively, "**Change in Ownership**"), is subject to the consent of:

- a. City Council, in its sole discretion, if the Change in Ownership involves a 100% Change in Ownership of Tenant, or
- b. the Commissioner, in the Commissioner's reasonable discretion, if the Change in Ownership involves less than a 100% Change in Ownership of Tenant.

(iii) If Tenant (or, if Tenant is a joint venture or other entity comprised of other entities, any of the entities comprising Tenant) is a corporation whose shares are traded at arms-length on a public exchange, any Change in Ownership involving 5% or more of the shares of Tenant's (or if Tenant is a joint venture or other entity comprised of other entities, of any of the entities comprising Tenant) stock is subject to the City's consent as set forth above. In that event, Tenant must provide the City with such prior notice of a Change in Ownership as is not prohibited by law or by a confidentiality agreement executed in connection with the proposed Change in Ownership. If such prior notice is not permitted, then Tenant must notify the City as soon as possible after the Change in Ownership to obtain the City's consent to the Change in Ownership, which consent the City may grant or deny in its sole discretion. If Tenant (or if Tenant is a joint venture or other entity comprised of other entities, of any of the entities comprising Tenant) is a publicly traded corporation, a Change in Ownership of less than 5% does not require consent as set forth in (ii) above unless a series of such transactions results in a cumulative Change in Ownership of 5% or more.

(iv) Consent by the City to any Change in Ownership does not relieve Tenant (or if Tenant is a joint venture, any of the entities comprising Tenant) from the requirement of obtaining consent from the City for any subsequent Change in Ownership.

(v) Any Transfer or Change in Ownership made without the City's prior consent is an Event of Default subject to all remedies, including termination of this Agreement at the City's option, and does not relieve Tenant of any of its obligations under this Agreement for the balance of the Term. This section applies to prohibit a Transfer, such as an assignment by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings or by operation of law. Under no circumstances will any failure by the Commissioner to act on or submit any request by Tenant or to take any other action as provided in this Agreement be deemed or construed to constitute consent to the Tenant's request by the Commissioner or by the City Council. If the City is found to have breached its obligations under this Section, then Tenant's sole remedy is to terminate this Agreement without liability to either the City or Tenant.

(vi) Notwithstanding any permitted Transfer by Tenant of any rights under this Agreement, Tenant remains fully liable for all payments due to the City under this Agreement and for the performance of all other obligations under this Agreement. In the event of a permitted Transfer of the License or all or any portion of the Leased Space or Transfer of all or any portion of the Term, where the fees payable to Tenant exceed the Rent or pro rata portion of the Rent under this Agreement, as the case may be, for the License, Leased Space or Term, Tenant must pay the City monthly, as Additional Rent, at the same time as the monthly

installments of other Rent under this Agreement that are payable in monthly installments, the excess of the fees payable to Tenant pursuant to the Transfer over the Rent payable to the City under this Agreement.

(vii) Any or all of the requests by Tenant for consents under this Section must be made in writing and provided to the Commissioner (a) at least 60 days prior to the proposed Transfer or Change in Ownership if the Commissioner's consent is required; and (b) at least 120 days prior to a proposed Transfer or Change in Ownership if the City Council's consent is required, unless the City determines that more time is required. All requests for consent must include copies of the proposed documents of Transfer or Change in Ownership, evidence of the financial condition, reputation and business experience of the proposed transferee, completed Economic Disclosure Statements and Affidavits for all involved parties in the form then required by the City, and such other documents as the City may reasonably require to evaluate the proposed Transfer or Change in Ownership. All documents of Transfer or Change in Ownership must completely disclose any and all monetary considerations payable to Tenant in connection with the Transfer or Change in Ownership. Consent to a Transfer or Change in Ownership proposed under this Agreement is in the sole discretion of the City and, as a condition of the consent, the City may require a written acknowledgment from Tenant that, notwithstanding the proposed Transfer or Change in Ownership, Tenant remains fully and completely liable for all obligations of Tenant under this Agreement; however, Tenant shall remain so liable regardless of whether or not the City requests a written acknowledgment.

(viii) If any Transfer or Change in Ownership under this Agreement occurs, whether or not prohibited by this section, the Commissioner may collect the Rent payable under this Agreement from any transferee of Tenant and in that event will apply the net amount collected to the amounts payable by Tenant under this Agreement without, by doing so, releasing Tenant from this Agreement or any of its obligations under this Agreement. If any Transfer or Change in Ownership occurs without the consent of the City and the City collects compensation from any transferee of Tenant and applies the net amount collected in the manner described in the preceding sentence, the actions by the City are not deemed to be waiver of the covenant contained in this section and do not constitute acceptance of the transferee by the City.

(ix) All reasonable costs and expenses incurred by the City in connection with any prohibited or permitted Transfer or Change in Ownership must be borne by Tenant and are payable to the City as Additional Rent.

C. The provisions of this Agreement, to the extent applicable, are deemed a part of any sublease or contract between Tenant and a subtenant or Subcontractor.

D. Assignment of Subleases, Sublicenses and Subcontracts.

(i) Tenant shall assign to the City all of Tenant's right, title and interest in and to each and every permitted sublease and sublicense and each and every Subcontract with a design and construction Subcontractor, now or later executed by Tenant in connection with

the License or the Leased Space or any part of it. In connection with the assignment, Tenant must deliver all originally executed subleases, sublicenses and Subcontracts to the Commissioner. Any such assignment will become operative and effective only when and if the City accepts the assignment by giving written notice to Tenant and:

- a. either this Agreement and the Term of this Agreement or Tenant's right to possession under this Agreement are terminated pursuant to Article 9; or
 - b. in the event of the issuance and execution of a dispossession warrant or of any other re-entry or repossession by the City under the provisions of this Agreement; or
 - c. if an Event of Default exists.
- (ii) At the time, if any, that the assignment becomes effective as provided above, the subtenants or Subcontractors will be deemed to have waived all claims, suits, and causes of action against the City arising out of or relating to the period before the effective date of the assignment. Further, in no instance will the City be responsible for any claims by a subtenant or Subcontractor arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Tenant, its officials, employees, or agents.

10.6 **Compliance with Laws.** Tenant must at all times observe and comply with all applicable laws, statutes, ordinances, rules, regulations, court orders and executive or administrative orders and directives of the federal, state and local government, now existing or later in effect (whether or not the law also requires compliance by other parties), including the Americans with Disabilities Act and Environmental Laws, that may in any manner affect the performance of this Agreement (collectively, "**Laws**"), and must not use the Leased Space, or allow the Leased Space to be used, in violation of any Laws or in any manner that would impose liability on the City or Tenant under any Laws. Tenant must notify the City within seven days of receiving notice from a competent governmental authority that Tenant or any of its Subcontractors may have violated any Laws. Provisions required by any Law to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement. Without limiting the foregoing, Tenant covenants that it will comply with all Laws, including but not limited to the following:

A. In connection with Section 2-92-320 of the Municipal Code, Tenant has executed an Economic Disclosure Statement and Affidavit which is attached to this Agreement as Exhibit 11 and which contains a certification as required under the Illinois Criminal Code, 720 ILCS 5/33E, and under the Illinois Municipal Code, 65 ILCS 5/8-10-1 et seq. Ineligibility under Section 2-92-320 of the Municipal Code continues for 3 years following any conviction

or admission of a violation of Section 2-92-320. For purposes of Section 2-92-320, when an official, agent or employee of a business entity has committed any offense under the section on behalf of such an entity and under the direction or authorization of a responsible official of the entity, the business entity is chargeable with the conduct. If, after Tenant enters into a contractual relationship with a Subcontractor, it is determined that the contractual relationship is in violation of this subsection, Tenant must immediately cease to use the Subcontractor. All Subcontracts must provide that Tenant is entitled to recover all payments made by it to the Subcontractor if, before or subsequent to the beginning of the contractual relationship, the use of the Subcontractor would be violative of this subsection.

B. It is the duty of Tenant and all officers, directors, agents, partners, and employees of Tenant to cooperate with the Inspector General and the Legislative Inspector General of the City in any investigation or hearing undertaken under Chapter 2-56 or Chapter 2-55 of the Municipal Code, respectively. Tenant understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code. Tenant must inform all Subcontractors of this provision and require under each Subcontract compliance herewith by each Subcontractor as to each such Subcontractor and all of its officers, directors, agents, partners and employees.

C. Tenant must not use or allow the Leased Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, as defined in any Environmental Laws, except in full compliance with all Environmental Laws. Tenant must not use or allow the Leased Space to be used for the storage of any such hazardous substances except small amounts of cleaning fluids, business equipment materials (such as copy machine toner) and other small amounts of such hazardous substances customarily handled or used in connection with the Concession operations, all of which must be stored and used in compliance with all applicable Environmental Laws. Upon the expiration or termination of this Agreement, Tenant must surrender the Leased Space to the City free from the presence and contamination of any hazardous substances.

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

7-28-390	Dumping on public way—Violation—Penalty;
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;
11-4-1560	Screening requirements; and

any other sections listed in Section 11-4-1600(e), as it may be amended from time to time.

During the period while this Agreement is executory, Tenant'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 designation of the Commissioner. Such breach and Event of Default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the Tenant's and its Subcontractors' duty to comply with all Environmental Laws, 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 the Tenant's eligibility for future City agreements.

E. Section 2-92-586 of the Municipal Code: The City encourages Tenant to use contractors and subcontractors that are firms owned or operated by individuals with disabilities, as defined by section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

F. Prohibition on Certain Contributions (Mayoral Executive Order No. 2011-4):

1. Licensee agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Tenant 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 the Mayor's political fund-raising committee (i) after execution of this bid, proposal or Agreement by Tenant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

2. Tenant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Tenant or the date the Tenant 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 fund-raising committee.

3. Tenant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to the Mayor's political fund-raising committee.

4. Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

5. Tenant 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, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

6. If Tenant violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Tenant's bid.

7. For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to the Mayor's political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Tenant 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;
- (b) neither party is married;
- (c) the partners are not related by blood closer than would bar marriage in the State of Illinois;
- (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:
 - (i) The partners have been residing together for at least 12 months.

- (ii) The partners have common or joint ownership of a residence.
- (iii) 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.
- (iv) Each partner identifies the other partner as a primary beneficiary in a will.

“Political fund-raising committee” means a “political fund-raising committee” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

G. Tenant covenants that no payment, gratuity or offer of employment must be made in connection with this Agreement by or on behalf of any Subcontractors or higher tier Subcontractors or anyone associated with them as an inducement for the award of a Subcontract or order; and Tenant further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 of the Municipal Code is voidable as to the City.

H. Pursuant to section 2-156-030(b) of the Municipal Code, 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 official has a business relationship, 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. **Violation of §2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** Section 2-156-080 defines a “**business relationship**” as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (1) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (2) the authorized compensation paid to an official or employee for his office or employment; (3) any economic benefit provided equally to all residents of the city; (4) a time or demand deposit in a financial institution; or (5) an endowment or insurance policy or annuity contract purchased from an insurance company. A “contractual or other private business dealing” will not include any employment relationship of an official’s spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

I. Visual Rights Act.

(i) The Tenant will cause any artist who creates artwork for the Leased Space to waive any and all rights in the artwork that may be granted or conferred on any work of visual art (the "Artwork") under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "*Copyright Act*"). The waiver must include, but is not limited to, the right to prevent the removal, storage, relocation, reinstallation, or transfer of the Artwork. The Tenant acknowledges and will cause the artist to acknowledge that such removal, storage, relocation, reinstallation or transfer of the Artwork may result in the destruction, distortion, mutilation or other modification of the Artwork. Further, the Tenant acknowledges and consents and will cause the artist to acknowledge and consent that the Artwork may be incorporated or made part of a building or other structure in such a way that removing, storing, relocating, reinstalling or transferring the Artwork will cause the destruction, distortion, mutilation or other modification of the Artwork.

(ii) The Tenant represents and warrants that it will obtain a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, or any other artists. Tenant must provide City with copies of any such waivers required by Section 106A and Section 113 of the Copyright Act prior to installation of any Artwork in the Leased Space.

10.7 Airport Security.

A. This Agreement is expressly subject to the airport security requirements of Title 49 of the United States Code, Chapter 449, as amended ("**Airport Security Laws**"), the provisions of which govern airport security and are incorporated by reference, including the rules and regulations promulgated under it. Tenant is subject to, and further must conduct with respect to its Subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Commissioner, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Laws, Tenant must promptly report any information in accordance with those regulations promulgated by the United States Department of Transportation, the TSA and by the City. Tenant must, notwithstanding anything contained in this Agreement to the contrary, at no additional cost to the City, perform under this Agreement in compliance with those guidelines developed by the City, the TSA and the FAA with the objective of maximum security enhancement. The drawings, plans, and specifications provided by Tenant under this Agreement must comply with those guidelines for airport security developed by the City, the TSA and the FAA and in effect at the time of their submission.

B. Further, Tenant must comply with, and require compliance by its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees, with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to protect the security and integrity of the Airport, and to protect against access by unauthorized persons. Subject to the approval

of the TSA, the FAA and the Commissioner, Tenant must adopt procedures to control and limit access to the Airport and the Leased Space by Tenant and its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees in accordance with all present and future City, TSA and FAA laws, rules, regulations, and ordinances. At all times during the Term, Tenant must have in place and in operation a security program for the Leased Space that complies with all applicable laws and regulations.

C. Gates and doors located on the Leased Space, if any, that permit entry into restricted areas at the Airport must be kept locked by Tenant at all times when not in use or under Tenant's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner or the Commissioner's designee without delay and must be kept under constant surveillance by Tenant until the malfunction is remedied.

D. In connection with the implementation of its security program, Tenant may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Tenant acknowledges that all such knowledge and information is of a highly confidential nature. Tenant covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the Commissioner in advance in writing. Tenant further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Tenant's covenants and agreements as set forth in this section.

E. Tenant understands that fines and/or penalties may be assessed by the TSA or FAA for Tenant's noncompliance with the provisions of 49 CFR Parts 1540 and 1542 entitled "Airport Security" or by other agencies for noncompliance with regulations applicable to Tenant's operations. In the event the City shall be subject to any fine or penalty by reason of any violation at the Airport of any such rule, regulation or standard, the Commissioner may conduct an investigation and make a determination as to the identity of the party responsible for the violation. If it is determined by the Commissioner that Tenant, or any party for which Tenant is liable under this Agreement, is responsible for all or part of the fine or penalty, the Tenant shall pay said amount of the fine or penalty as Additional Rent.

F. Except for authorized members of the Chicago Police Department and State and Federal Law Enforcement officers, no one is permitted to carry a firearm or any other weapon on or into any building, real property, or parking area under the control of O'Hare or Midway International Airports. Under 430 ILCS 66 (the "Illinois Concealed Carry Act"), a license to carry a concealed firearm does NOT entitle the licensee to carry a firearm on or into any building, real property, or parking area under the control of an airport and doing so is a violation of the Concealed Carry Act and other laws, rules, and regulations. Violation of the Illinois Concealed Carry Act and carrying a firearm or other weapons on or into any building, real property, or parking area under the control of O'Hare or Midway Airports may result in severe penalties, including but not limited to imprisonment and permanent revocation of the violator's

access to restricted areas of O'Hare and Midway International Airports.

10.8 Non-Discrimination

A. Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, covenants that: (i) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Space; (ii) in the construction of any Improvements on, over, or under the Leased Space and the furnishing of services in them, no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; (iii) Tenant will use the Leased Space in compliance with all other requirements imposed by or under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as those regulations may be amended; and (iv) Tenant shall operate the Concession on a fair, equal, and not illegally discriminatory basis to all users of it, and shall charge fair, reasonable, and nondiscriminatory prices for Products (but Tenant is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.) In addition, Tenant assures that it will comply with all other pertinent statutes, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance.

B. It is an unlawful practice for Tenant to, and Tenant must at no time: (i) fail or refuse to hire, or discharge, any individual or discriminate against the individual with respect to his or her compensation, or the terms, conditions, or privileges of his or her employment, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (ii) limit, segregate, or classify its employees or applicants for employment in any way that would deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (iii) in the exercise of the privileges granted in this Agreement, discriminate or permit discrimination in any manner, including the use of the Leased Space, against any person or group of persons because of race, creed, color, religion, national origin, age, handicap, sex or ancestry. Tenant must post in conspicuous places to which its employees or applicants for employment have access, notices setting forth the provisions of this non-discrimination clause.

C. Tenant must comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended, and to the extent required by the law, must undertake, implement and operate an affirmative action program in compliance with the rules and regulations of the Federal Equal Employment Opportunity Commission and the Office of Federal Contract Compliance, including 14 CFR Part 152, Subpart E. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg.

46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-06 (1981); Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 and 41 CFR Part 60 et seq (1990) and 49 CFR Part 21, as amended (the "ADA"); and all other applicable federal statutes, regulations and other laws.

D. Tenant must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, Tenant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all other applicable state statutes, regulations and other laws.

E. Tenant must comply with the Chicago Human Rights Ordinance, sec. 2-160-010 et seq. of the Municipal Code, as amended, and all other applicable City ordinances and rules. Further, Tenant must furnish or must cause each of its Subcontractors) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

F. The Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant.

This provision obligates the Tenant for the period during which the property is owned, used or possessed by the Tenant and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

G. During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

H. The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin,

will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

With respect to Tenant, in the event of breach of any of the above nondiscrimination covenants, the City will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

I. During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

J. Tenant must insert these non-discrimination provisions in any agreement by which Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Space. Tenant must incorporate all of the above provisions in all agreements entered into with any subtenants, suppliers of materials, furnishers of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement, and Tenant must require them to comply with the law and enforce the requirements. In all solicitations either by competitive bidding or negotiations by Tenant for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier must be notified by Tenant of the Tenant's obligations under this Agreement relative to nondiscrimination.

K. Noncompliance with this Section will constitute a material breach of this Agreement; therefore, in the event of such breach, Tenant authorizes the City to take such action as federal, state or local laws permit to enforce compliance, including judicial enforcement. In the event of Tenant's noncompliance with the nondiscrimination provisions of this Agreement, the City may impose such sanctions as it or the Federal or state government may determine to be reasonably appropriate, including cancellation, termination or suspension of the Agreement, in whole or in part.

L. Tenant must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, the Commissioner or the federal government to be pertinent to ascertain compliance with the terms of this Section. Tenant must furnish to any agency of the Federal or state government or the City, as required, any and all documents, reports and records required by Title 14, Code of Federal Regulations,

Part 152, Subpart E, including an affirmative action plan and Form EEO-1.

M. The City is committed to compliance with federal Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), and related FAA guidance. Tenant must cooperate with the City, and require its Subcontractors to cooperate, in updating and implementing the LEP access plan. This may include but is not limited to collecting demographic data and conducting surveys of LEP customers, providing multilingual signage and menus, and hiring multilingual staff.

10.9 **Airport Concession Disadvantaged Business Enterprises (ACDBEs)**. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 C.F.R. Parts 26 and 23, as amended from time to time. Tenant must comply with the Special Conditions Regarding ACDBE participation attached hereto as Exhibit 8 and incorporated here by reference. Failure to comply with such Special Conditions shall be an Event of Default.

10.10 **No Exclusive Rights**. Nothing contained in this Agreement must be construed to grant or authorize the granting of an exclusive right, including an exclusive right to provide aeronautical services to the public as prohibited by section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. It is clearly understood by Tenant that no right or privilege has been granted that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including maintenance and repair) that it may choose to perform.

10.11 **Airport Landing Area**. The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant, and without interference or hindrance. The City reserves the right, but is not obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.

10.12 **No Obstructions**. Tenant must comply with applicable notification and review requirements covered in Part 77 of the Federal Aviation Regulations if any future structure or building is planned for the Leased Space, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Space. Tenant, by accepting the Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Space above the applicable mean sea level elevation set forth in Part 77 of the Federal Aviation Regulations. If these covenants are breached, the City serves the right to enter upon the Leased Space and to remove the offending structure or object and/or cut down the offending tree, all of which will be at the expense of Tenant.

10.13 **Avigation Easement**. There is reserved to the City, its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Leased Space. This public right of flight includes the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport. Tenant by accepting this Lease agrees for itself, its successors, and assigns that it will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Leased Space and cause the abatement of the interference at the expense of Tenant.

10.14 **National Emergency**. This Agreement and all the provisions of this Agreement are subject to whatever right the United States government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

10.15 **2014 Hiring Prohibitions**.

(A) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (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) Tenant is aware that City policy prohibits City employees from directing any individual to apply for a position with Tenant, either as an employee or as a subcontractor, and from directing Tenant to hire an individual as an employee or as a subcontractor. Accordingly, Tenant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel of Tenant in connection with this Lease are employees or subcontractors of Tenant, not employees of the City of Chicago. This Contract 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 of Tenant.

(C) Tenant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel associated with this Lease, or offer employment to any individual to provide services associated with this Lease, 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 Lease, 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 Tenant by a City employee or City official in violation of Section 15.5(b) above, or advocating a violation of Section 15.5(c) above, Tenant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the Commissioner of the Department.

ARTICLE 11 GENERAL CONDITIONS

11.1 **Entire Agreement.** This Agreement contains all the terms, covenants, conditions and agreements between the City and Tenant relating in any manner to the use and occupancy of the Leased Space and otherwise to the subject matter of this Agreement. No prior or other agreement or understandings pertaining to these matters are valid or of any force and effect. This Agreement supersedes all prior or contemporaneous negotiations, undertakings, and agreements between the parties. No representations, inducements, understandings or anything of any nature whatsoever made, stated or represented by the City or anyone acting for or on the City's behalf, either orally or in writing, have induced Tenant to enter into this Agreement, and Tenant acknowledges, represents and warrants that Tenant has entered into this Agreement under and by virtue of Tenant's own independent investigation.

11.2 **Counterparts.** This Agreement may be comprised of several identical counterparts and may be fully executed by the parties in separate counterparts. Each such counterpart is deemed to be an original, but all such counterparts together must constitute but one and the same Agreement.

11.3 **Amendments.** Except as otherwise expressly provided in this Agreement, the provisions of this Agreement may be amended only by a written agreement signed by the City and Tenant. No review or approval by the Commissioner, including approval of Construction Documents, constitutes a modification of this Agreement (except to the extent that the review or approval expressly provides that it constitutes such a modification or it is apparent on its face that the review or approval, if made in writing, modifies terms or provisions of this Agreement that are within the express powers of the Commissioner under this Agreement to modify), nor excuse Tenant from compliance with the requirements of this Agreement or of any applicable laws, ordinances or regulations. Amendments must be signed by the Mayor, provided that the Commissioner alone may sign amendments to the Exhibits. Notwithstanding the foregoing, any amendment that would modify the Agreement such that the Agreement would no longer substantially conform to the form of Agreement that was approved by City Council requires approval by the City Council.

11.4 **Severability.** Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be effective and valid under applicable law. However, notwithstanding anything contained in this Agreement to the contrary, if any provision of this Agreement is under any circumstance prohibited by or invalid under applicable law, the provision is severable and deemed to be ineffective, only to the extent of the prohibition or invalidity, without invalidating the remaining provisions of this Agreement or the validity of

the provision in other circumstances.

11.5 **Covenants in Subcontracts.** All obligations imposed on Tenant under this Agreement pertaining to the maintenance and operation of the Leased Space and compliance with the ACDBE requirements in this Agreement are deemed to include a covenant by Tenant to insert appropriate provisions in all Subcontracts covering work under this Agreement and to enforce compliance of all Subcontractors with the requirements of those provisions.

11.6 **Governing Law.** This agreement is deemed made in the state of Illinois and governed as to performance and interpretation in accordance with the laws of Illinois. Tenant irrevocably submits itself to the original jurisdiction of those courts located within Cook County, Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Tenant consents to service of process on Tenant, at the option of the City, by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Tenant, or by personal delivery on any officer, director, or managing or general agent of Tenant. If any action is brought by Tenant against the City concerning this Agreement, the action can only be brought in those courts located within Cook County, Illinois.

11.7 **Notices.** Any notices or other communications pertaining to this Agreement must be in writing and are deemed to have been given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices are deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, 3 days after deposit in the U.S. mails, or otherwise upon refusal of receipt. Unless otherwise directed by Tenant in writing, all notices or communications from City to Tenant will be addressed to the person identified as the Tenant's contact person in the Tenant's Economic Disclosure Statement and Affidavit, as attached as Exhibit 11. All notices or communications from Tenant to the City must be addressed to:

Commissioner, Chicago Department of Aviation
City of Chicago
O'Hare International
Airport 10510 W. Zemke
Rd Chicago, Illinois 60666

Marshall Retail Group
3755 W. Sunset Road, Suite A
Las Vegas, NV 89118

and with a copy to: Deputy Commissioner of Concessions at the same address.

If the notice or communication relates to payment of Rent or other payments to the City or relates to the Security deposit or insurance requirements, a copy must be sent to:

City Comptroller City of Chicago
City Hall - Room 501
121 N. LaSalle Street
Chicago, Illinois 60602

Marshall Retail Group
3755 W. Sunset Road, Suite A
Las Vegas, NV 89118

If the notice or communication relates to a legal matter or the indemnification requirements, a copy must be sent to:

City of Chicago, Department of Law
Aviation, Environmental, Regulatory and Contracts Division
2 North LaSalle Street, Suite 540
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel

Marshall Retail Group
3755 W. Sunset Road, Suite A
Las Vegas, NV 89118

Either party may change its address or the individual to whom the notices are to be given by a notice given to the other party in the manner set forth above.

11.8 Successors and Assigns; No Third-Party Beneficiaries. This Agreement inures to the exclusive benefit of, and be binding upon, the parties and their permitted successors and assigns; nothing contained in this Section, however, constitutes approval of an assignment or other transfer by Tenant not otherwise permitted in this Agreement. Nothing in this Agreement, express or implied, is intended to confer on any other person, sole proprietorship, partnership, corporation, trust or other entity, other than the parties and their successors and assigns, any right, remedy, obligation, or liability under, or by reason of, this Agreement unless otherwise expressly agreed to by the parties in writing. No benefits, payments or considerations received by Tenant for the performance of services associated and pertinent to this Agreement must accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or to any other person or persons identified as agents of, or who are by definition an employee of, the City. Neither this Agreement nor any rights or privileges under this Agreement are an asset of Tenant or any third party claiming by or through Tenant or otherwise, in any bankruptcy, insolvency or reorganization proceeding.

11.9 Subordination.

A. This Agreement is subordinate to the provisions and requirements of any existing or future agreements between the City and the United States government or other governmental authority, pertaining to the development, operation or maintenance of the Airport, including agreements the execution of which have been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport. If the United States government requires modifications, revisions, supplements or deletions of any of the terms of this Agreement, then Tenant consents to the changes to this Agreement.

B. This Agreement and all rights granted to Tenant under this Agreement are expressly subordinated and subject to any existing agreement or any Use Agreement with any airline utilizing the Airport, including the Terminals, and any existing agreement with any airline consortium pertaining to the operation of the Airport, including the Terminals.

C. To the extent of a conflict or inconsistency between this Agreement and any agreement described in paragraphs A. and B. above, those provisions in this Agreement so conflicting must be performed as required by those agreements referred to in paragraphs A. and B.

11.10 Conflict. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of any sublease or Subcontract between Tenant and third parties, the terms and provisions of this Agreement govern and control.

11.11 Offset by Tenant. Whenever in this Agreement the City is obligated to pay Tenant an amount, then the City Comptroller may elect to require Tenant to offset the amount due against Rent or other payments owed by Tenant to the City, in lieu of requiring the City to pay such amount. Tenant shall have no right to offset any amount due to City under this Agreement against amounts due to Tenant by City unless so directed in writing by the City Comptroller.

11.12 Waiver; Remedies. No delay or forbearance on the part of any party in exercising any right, power or privilege must operate as a waiver of it, nor does any waiver of any right, power or privilege operate as a waiver of any other right, power or privilege, nor does any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or of any other right, power or privilege. No waiver is effective unless made in writing and executed by the party to be bound by it. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any rights or remedies that the parties otherwise may have at law, in equity or both, except that the City will not be liable to Tenant for any consequential damages whatsoever related to this Agreement.

11.13 Authority of Commissioner. Unless otherwise expressly stated in this Agreement, any consents and approvals to be given by the City under this Agreement may be

made and given by the Commissioner or by such other person as may be duly authorized by the City Council, unless the context clearly indicates otherwise.

11.14 **Estoppel Certificate.** From time to time upon not less than 15 days prior request by the other party, a party or its duly authorized representative having knowledge of the following facts, will execute and deliver to the requesting party a statement in writing certifying as to matters concerning the status of this Agreement and the parties' performance under this Agreement, including the following:

A. that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of the modifications and that the Agreement as modified is in full force and effect);

B. the dates to which Rent, including Additional Rent, have been paid and the amounts of the Rent most recently paid;

C. that the requesting party is not in default under any provision of this Agreement, or, if in default, the nature of it in detail;

D. that, to its knowledge, the requesting party has completed all required improvements in accordance with the terms of this Agreement, and Tenant is in occupancy and paying Rent on a current basis with no offsets or claims; and

E. in the case of the City's request under this Agreement, such further matters as may be requested by the City, it being intended that any such statement may be relied upon by third parties.

11.15 **No Personal Liability.** Tenant, or any subtenant, sublicensee, assignee or Subcontractor, must not charge any elected or appointed official, agent, or employee of the City personally or seek to hold him or her personally or contractually liable to Tenant, subtenant, sublicensee, assignee, or Subcontractor for any liability or expenses of defense under any provision of this Agreement or because of any breach of its provisions or because of his or her execution, approval, or attempted execution of this Agreement.

11.16 **Limitation of City's Liability.** Tenant, its subtenants and Subcontractors must make no claims against the City for damages, charges, additional costs or fees or any lost profits or costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement. All Tenant, subtenant, and Subcontractor personal property upon the Leased Space or upon any other part of the Airport, is at the risk of Tenant, subtenant, or Subcontractor respectively only, and the City is not liable for any loss or damage to it or theft of it or from it. The City is not liable or responsible to Tenant, its subtenants or Subcontractors, and Tenant waives, and will cause its subtenants and Subcontractors likewise to waive, to the fullest extent permitted by law, all claims against the City for any loss or damage or inconvenience to any property or person or any lost profits any or all of which may have been occasioned by or arisen out of any event or circumstance, including theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order

of governmental body or authority, or water leakage, steam, excessive heat or cold, falling plaster, or broken glass; or any act or neglect of the City or any occupants of the Airport, including the Terminals or the Leased Space, or repair or of this Agreement that the City is required to perform and, notwithstanding the foregoing, Tenant recovers a money judgment against the City, the judgment must be satisfied only out of credit against the Rent and alteration of any part of the Airport, or failure to make any such repairs or any other thing or circumstance, whether of a like nature or a wholly different nature. If the City fails to perform any covenant or condition other monies payable by Tenant to the City under this Agreement, and the City is not liable for any deficiency except to the extent provided in this Agreement and to the extent that there are legally available Airport funds.

11.17 Joint and Several Liability. If Tenant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then in that event, each and every obligation or undertaking stated in this Agreement to be fulfilled or performed by Tenant is the joint and several obligation or undertaking of each such individual or other legal entity.

11.18 Non-Recordation. Tenant must not record or permit to be recorded on its behalf this Agreement or a memorandum of this Agreement, in any public office.

11.19 Survival. Any and all provisions set forth in this Agreement that, by its or their nature, would reasonably be expected to be performed after the expiration or termination of this Agreement survive and are enforceable after the expiration or termination. Any and all liabilities, actual or contingent, that have arisen in connection with this Agreement, survive any expiration or termination of this Agreement. Any express statement of survival contained in any section must not be construed to affect the survival of any other section, which must be determined under this section.

11.20 Force Majeure. Neither party is liable for non-performance of obligations under this Agreement due to delays or interruptions beyond their reasonable control, including delays or interruptions caused by strikes, lockouts, labor troubles, war, fire or other casualty, acts of God ("*force majeure* event"). As a condition to obtaining an extension of the period to perform its obligations under this Agreement, the party seeking such extension due to a *force majeure* event must notify the other party within 20 days after the occurrence of the *force majeure* event. The notice must specify the nature of the delay or interruption and the period of time contemplated or necessary for performance. The foregoing notwithstanding, however, in no event will Tenant be entitled to an extension of more than 60 days due to a *force majeure* event, without the express written consent of the Commissioner.

SIGNATURE PAGE

SIGNED:


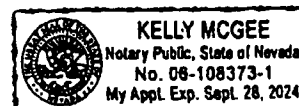
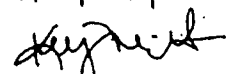
CITY OF CHICAGO

By: _____
Mayor

Date: _____

RECOMMENDED BY: _____
Commissioner of Aviation

APPROVED AS TO FORM AND LEGALITY:

Senior CounselBy:  _____
(TENANT) MRG Chicago, LLC, David CharlesIts: President / COO
[Title]Date: April 21, 2022[Notary] Signed and sworn to before me
on 4/21/2022, at Clark County, Nevada


The exhibits to this Agreement are available online at www.chicityclerk.com and will also be published in a later supplement to this *Journal of the Proceedings of the City Council of the City of Chicago*, together with a re-publication of the pertinent authorizing ordinance and Agreement.

*Exhibit "A-3".
(To Ordinance)*

*Concession Lease And License Agreement With Chicago Hospitality Partners LLC
At Chicago O'Hare International Airport.*

This Concession Lease and License Agreement ("**Agreement**") is entered into as of _____, 20____ ("**Effective Date**"). The Agreement is by and between Chicago Hospitality Partners, LLC an Illinois limited liability corporation ("**Tenant**"), and the City of Chicago, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois ("**City**"), acting through its Chicago Department of Aviation ("**CDA**" or "**Department**").

BACKGROUND

The City owns and, through CDA, operates Chicago O'Hare International Airport ("**O'Hare**" or the "**Airport**"). O'Hare includes terminals 1, 2, 3, 5, a multimodal facility and a transportation center (collectively, the "**Terminals**"). The City has determined that certain portions of the Terminals will be used for food, beverage and retail concessions designed to serve the needs of Airport patrons and employees and desires to operate its concession program at the Terminals to strive to meet the needs and desires of Airport users by providing first-class food, beverage, retail and service facilities.

The City issued a Request for Proposals ("**RFP**") on April 23, 2021 for food and beverage, specialty retail, and travel essentials concession to be located at the Airport in Terminal 3 and 5, and Tenant responded with a proposal to operate a concession featuring Casual Dining, Bar with Small Plates and Grab and Go in Terminal 5. The City desires to grant Tenant, and Tenant desires to accept, a license to operate such a concession and a lease to operate the concession at the Terminal location(s) identified in this Agreement, all under the terms and conditions of this Agreement.

The City and Tenant acknowledge that the continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and welfare of the City of Chicago, and that the City's right to supervise performance under this Agreement by Tenant is a valuable right incapable of quantification.

NOW, THEREFORE, the City and Tenant agree as follows:

ARTICLE 1 CITY APPROVAL

This Agreement is subject to approval by the City Council of the City of Chicago. The City is not bound by the terms of this Agreement until such time as it has been approved by the City Council and has been duly executed by the Mayor of Chicago or the Mayor's proxy. As provided in Section 11.13, where the approval or consent of the City is required under this Agreement, unless expressly provided otherwise in this Agreement, it means approval or consent of the Commissioner, the Commissioner's authorized representative or such other person as may be duly authorized by the City Council. As provided in Section 11.3, unless expressly provided otherwise in this Agreement, any amendment of this Agreement will require execution by the Mayor or the Mayor's proxy. As further provided in Section 11.3, any substantial amendment of the terms of this Agreement will require approval by the City Council.

ARTICLE 2 INCORPORATION OF BACKGROUND AND EXHIBITS

2.1 **Incorporation of Background.** The background set forth above is incorporated by reference as if fully set forth here.

2.2 **Incorporation of Exhibits.** The following exhibits are incorporated into and made a part of this Agreement:

Exhibit 1	Leased Space(s) and Confirmation(s) of DBO
Exhibit 2	Rent
Exhibit 3	Development Plan
Exhibit 4	City's Shell and Core Obligations, if any
Exhibit 5	Products and Price List
Exhibit 6	Form of Letter of Credit
Exhibit 7	Insurance Requirements
Exhibit 8	ACDBE Special Conditions and Related Forms
Exhibit 9	MBE\WBE Special Conditions and Related Forms
Exhibit 10	Design and Construction Standard Operating Procedures-Concessions
Exhibit 11	Economic Disclosure Statements and Affidavits
Exhibit 12	Airport Concessions Program Handbook
Exhibit 13	Liquidated Damages

ARTICLE 3 DEFINITIONS

3.1 **Interpretation and Conventions.**

A. The term "include" in all of its forms, means "include, without limitation," unless the context clearly states otherwise.

- B. The term “**person**” includes firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- C. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies of this Agreement are solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.
- D. Words in the singular include the plural and vice versa. Words of the masculine, feminine or neuter gender include correlative words of the other genders. Wherever an article, section, subsection, paragraph, sentence, exhibit, appendix, or attachment is referred to, the reference is to this Agreement, unless the context clearly indicates otherwise.
- E. Where the approval or consent of Tenant is required under this Agreement, it means the approval or consent of the Tenant’s authorized representative. To be binding on the City, all approvals or consents must be in writing and signed by the appropriate City representative.
- F. Whenever time for completion or performance is listed as “days”, if the number of days is 30 or more, it means calendar days, and if the number of days is less than 30, it means business days per the City of Chicago calendar.

3.2 **Definitions**

In addition to terms defined elsewhere in this Agreement, the following words and phrases, when capitalized, have the following meanings:

“**Additional Rent**” has the meaning set forth in Section 7.1.

“**Additional Space**” means Retail Space or Storage Space that is added to Leased Space after the Effective Date pursuant to Section 5.1 but does not include Relocation Space. Additional Space, if any that is offered to Tenant is solely at the discretion of the Commissioner. Tenant has absolutely no right or entitlement to be offered any Additional Space, and the concept of Additional Space is solely for the benefit of the Airport’s concession program.

“**Affiliate**”, except where otherwise defined, means any individual, corporation, partnership, trustee, administrator, executor or other legal entity that directly or indirectly owns or controls, or is directly or indirectly owned or controlled by, or is under common ownership or control with Tenant.

“**Airport Concession Disadvantaged Business Enterprise**” or “**ACDBE**” means an entity meeting the definition of airport concession disadvantaged business enterprise, as

defined in U.S. Department of Transportation Regulations Title 49, Code of Federal Regulations, Part 23, as amended from time to time, and certified as such in the State of Illinois in accordance with those regulations.

“Airport Concession Program Handbook” means the handbook developed by the CDA to govern the uniform operation of the concessions’ programs at the Airports. The Airport Concession Program Handbook is available on the CDA website and may be amended from time to time by the Department. Any amendment of the Airport Concession Program Handbook by the Department during the Term of this Agreement will be binding on Tenant without need for amendment of this Agreement, provided that the amendment of Airport Concession Program Handbook does not conflict with the other terms and conditions of this Agreement.

“Airport Transit System” means the automated transit rail system that serves terminals and parking structures.

“Base Rent” means the fee payable by Tenant for the Lease, equal to the amount as set forth on Exhibit 2.

“Chief Procurement Officer” means the head of the Department of Procurement Services of the City and any City officer or employee authorized to act on the Chief Procurement Officer’s behalf.

“Commissioner” means the head of the Department and any City officer or employee authorized to act on the Commissioner’s behalf. City contractors and consultants, including the Concession Management Representative, have no authority to grant approvals or consents required to be granted by the Commissioner under this Agreement, except where the Concession Management Representative is expressly authorized to do so.

“Common Areas” means those areas of the Terminals that are not leased, licensed, or otherwise designated or made available by the Department for exclusive or preferential use by specific party or parties.

“Comptroller” means the head of the Department of Finance of the City and any City officer or employee authorized to act on the Comptroller’s behalf.

“Concession” means Tenant’s business of offering the Products identified in Exhibit 5 for sale at retail to the public at the Airport pursuant to this Agreement.

“Concession Management Representative” or **“CMR”** means the entity retained by the City to assist in overseeing Concessions, including the construction of Improvements, at the Airport.

“Construction Documents” means the drawings and specifications for the construction of Improvements, approved by the Commissioner pursuant to Section 5.5.

“Date of Beneficial Occupancy” or “DBO” means, as to each Retail Space, the latest to occur of (A), (B) or (C) as follows:

- A. the date that is 180 days after the Delivery Date of the Retail Space in question;
- B. the date that is 180 days after the building permit for the Improvements for the Retail Space in question is issued; provided that the Tenant has demonstrated to the satisfaction of the Commissioner that Tenant timely submitted design drawings in accordance with Section 5.5 hereof and promptly applied for, and diligently pursued the issuance of, such building permit; or
- C. the date set forth in the Development Plan for the commencement of retail sales in the Retail Space in question; provided, however, that the date set forth in the Development Plan for commencement of retail sales shall be extended one day for each day Tenant has demonstrated to the satisfaction of the Commissioner that Tenant was delayed due to *force majeure* pursuant to Section 11.20 or delays otherwise beyond Tenant’s control. Under no circumstance can this date exceed 60 days beyond the date established in A. above.

Notwithstanding the foregoing, if Tenant completes the Improvements in any Retail Space and commences retail sales in such Retail Space before the DBO determined in accordance with the foregoing, the DBO for that Retail Space is the date that retail sales commence.

The DBO for each Retail Space shall be confirmed in writing by the parties, and such written **“Confirmation(s) of DBO”** shall thereafter be attached to Exhibit 1 of this Agreement without need for a formal amendment of this Agreement.

The Date of Beneficial Occupancy for any Storage Space is the Delivery Date for that Storage Space.

“Default Rate” means 12% per annum.

“Delivery Date” means the date upon which the City gives Tenant possession of the Retail Space or Storage Space in question, which such date the City shall set forth in writing.

“Department” means the Chicago Department of Aviation, also known as CDA.

“Design and Construction Standard Operating Procedures- Concessions Projects” or “C-SOP” means those certain design standards and policies prepared by the Department for the Concession areas at the Airport, as amended by the Department from time to time.

“Development Plan” means, as further described in Section 5.5, the Tenant’s conceptual plans, budget and other design specifications for construction of its Improvements and its schedule for commencement of retail sales in each Retail Space. The Development Plan is attached hereto as Exhibit 3. The Development Plan may be updated from time to time

without the need to amend the Agreement.

“Distribution Fee” means the amount, if any, payable pursuant to Section 4.11 for the Tenant’s use of a centralized distribution and storage facility.

“Environmental Laws” means collectively, all applicable federal, state and local environmental, safety or health laws and ordinances and rules or applicable common law, including the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. §651 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C. §5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C.

§6901 et seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §300(f) et seq.) as any of the foregoing may later be amended from time to time; any rule or regulation pursuant to them, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive addressing environmental, health or safety issues of or by the federal government, or any state or other political subdivision of it, or any agency, court or body of the federal government, or any state or other political subdivision of it, exercising executive, legislative, judicial, regulatory or administrative functions.

“Event of Default” has the meaning set forth in Article 9.

“Food Court Common Area” means the space immediately adjacent to specific Retail Spaces where shared seating is provided to the public.

“Gross Revenues” or “gross receipts” means the total amount in dollars at the actual sales price of all receipts, whether for cash or on credit, that are derived from business conducted in, on or from the Leased Space, all mail or telephone orders received or filled at or from the Leased Space, all deposits not refunded to purchasers, all orders taken in and from the Leased Space, including catalog and on-line sales whether or not the orders are filled elsewhere, and receipts or sales by Tenant and any other person or persons doing business in or from the Leased Space, including receipts from promotions, advertising, and income derived from retail display advertising or any other use of the Leased Space by Tenant. Gross Revenues do not, however, include the following:

- A. any sums collected and paid out by Tenant for any sales, retail excise, use, privilege, or retailers occupation taxes now or later imposed by any duly constituted governmental authority;
- B. the amount of any cash or credit refund made upon any sale, but only if the original sale was made in or from the Leased Space and included in Gross Revenue;

- C. bona fide transfers of Products to or from the Leased Space to any other stores or warehouses of Tenant;
- D. sales of Tenant's fixtures and store equipment not in the ordinary course of Tenant's business;
- E. returns to shippers, suppliers or manufacturers;
- F. bulk sales of Products inventory not sold to the public and not in the ordinary course of business;
- G. receipts from the sale of grease or other scrap material resulting from Tenant's operations at the Leased Space;
- H. payments made to Tenant by subtenants for services provided by Tenant for the operation of the Leased Space; for the avoidance of doubt, this provision shall not relieve Tenant from its full obligation to pay to City the agreed Percentage Fee on all Gross Revenues of subtenants or rents paid by subtenants to Tenant;
- I. the amount of any tips paid or given by customers to employees of Tenant; and
- J. insurance proceeds received from the settlement of claims for loss of or damages to Improvements, Products, fixtures, trade fixtures and other Tenant personal property other than the proceeds of business interruption insurance.

A "sale" is deemed to have been consummated for purposes of this Agreement, and the entire amount of the sales price must be included in Gross Revenues, at the time that: (i) the transaction is initially reflected in the books or records of Tenant; or (ii) Tenant receives all or any portion of the sales price; or (iii) the applicable goods or services are delivered to the customer, whichever occurs first.

"Imposition" means real estate taxes, permit fees, license fees, and any other fee or charge not specified in this Agreement but otherwise payable by Tenant pursuant to a statute, ordinance, or regulation in order for Tenant to operate the Concession at the Airport.

"Improvements" means the improvements to be made to the Leased Space by Tenant that add or maintain value to the Leased Space, including fixtures and trade fixtures (but excluding trademarked or proprietary trade fixtures) and any other enhancements of a permanent or temporary nature made to the Leased Space, other than the Shell and Core, so that the Leased Space can be used for Concession operations. The Improvements must be described, along with a budget of Improvement Costs and depicted conceptually in the Development Plan and must conform to Tenant's response to the RFP.

"Improvement Costs" means the total amount paid by Tenant for categories of labor, services, materials and supplies used in the design, development, installation and construction

of the Improvements. The minimum Improvement Costs must not be less than 95% of the budgeted Improvement Costs included in the approved Development Plan. Tenant's actual, reasonable Improvement Costs will be memorialized in the written Confirmation of DBO that will be attached to Exhibit I upon approval by the Commissioner. Whenever this Agreement refers to amortization of Improvement Costs for a Leased Space, such amortization will be calculated on a monthly straight-line basis over the term of the Agreement from the DBO of the Leased Space in question, and the amount being amortized will be the actual Improvement Costs for that Leased Space as memorialized in the Confirmation of DBO for that Leased Space.

"In-Line Site" means a Retail Space, other than a Kiosk, that may be permanent or temporary, typically operated as a walk-up, quick serve facility often with other Retail Spaces directly adjacent or in-line to the left or right or both.

"Kiosk" means a Retail Space that is a non-mobile, free-standing, permanent or temporary facility that is not affixed to the Terminals, whether completely free-standing or located against a wall.

"Lease" means the lease granted by the City to the Tenant in Section 4.1 to use and occupy the Leased Space in order to conduct and operate the Concession pursuant to the License.

"Leased Space" means the total Retail Space and Storage Space leased to Tenant under this Agreement, identified in Exhibit I, which may be amended from time to time as space may be added to, deleted from, or relocated during the Term in accordance with the provisions of this Agreement. Leased Space shall be used for operation of the Concession and for no other purpose unless otherwise approved in writing by the Commissioner.

"Lease Year" means

- A. for the initial Lease Year of this Agreement, a period beginning on the first Date of Beneficial Occupancy of any Retail Space and ending on December 31 of that calendar year, and
- B. for the balance of the Term, each successive calendar year, but including only that portion of the calendar year prior to the date on which the Term expires, or the Agreement is otherwise terminated.

"License" means the privilege granted to Tenant under this Agreement to operate the Concession at the Airport.

"License Fee" means the fee payable by Tenant for the License, equal to the greater of the "Percentage Fee" or "Minimum Annual Guarantee" as set forth in Section 7.1 and Exhibit 2.

“Marketing Fee” means the Tenant’s contribution for promotions at the Airport, as set forth in Section 4.10.B.

“Minimum Annual Guarantee” or “MAG” means the minimum amount payable each Lease Year for the License Fee. If this Agreement covers more than one Retail Space, Exhibit 2 must prorate the MAG for the Agreement among the various Retail Spaces in proportion to their anticipated Gross Revenue volumes. The MAG for each Retail Space will commence upon the DBO for that Retail Space.

“Percentage Fee” means the product of the Percentage Fee Rate and Gross Revenues.

“Percentage Fee Rate(s)” has the meaning set forth in Exhibit 2.

“Products” means the convenience merchandise, food and beverage menu items, Chicago oriented gift items, vending items and related merchandise that Tenant is permitted to sell in its Retail Space and maintain in inventory in its Storage Space under the terms of this Agreement, as set forth by category or item in Exhibit 5. As set forth in Article 4, Tenant was selected by the City specifically to sell the Products identified in Exhibit 5 and is not permitted to sell any items or types of items not identified in Exhibit 5 or conduct any other business from the Leased Space unless otherwise agreed in writing by the Commissioner.

“Relocation Space” means space to which Tenant must relocate a Retail Space or Storage Space at the request of the Commissioner pursuant to Section 5.1.

“Rent” means all amounts payable by Tenant in connection with this Agreement, including but not limited to Base Rent, License Fees, Additional Rent and any liquidated damages specified in the Agreement for non-compliance with the City’s requirements for Concession operations.

“Retail Space” means a Leased Space used by Tenant for the sale at retail of Products, including any Additional Space or Relocation Space used for that purpose.

“Shell and Core” means those improvements to the Leased Space to be completed by the City as specified in Exhibit 4 and, with respect to Additional Space or Relocation Space, as may be agreed in writing by the Commissioner.

“Storage Space” means a Leased Space used by Tenant for storage of Products inventory to support a Retail Space. No Products may be sold to the public from Storage Space.

“Subcontractor” means all entities providing services and materials to Tenant necessary for its Concession operations or for the construction, repair, and maintenance of the Leased Space and Improvements. The term "Subcontractor" also includes subconsultants of any tier, subcontractors of any tier, suppliers and materialmen, whether or not in privity with Tenant.

“**Subcontracts**” means all oral or written agreements with Subcontractors.

“**Sustainable Airport Manual**” or “**SAM**” means the manual developed by the CDA regarding environmentally sustainable practices in the construction and operation of the Airports. The manual is available on the CDA website and may be updated from time to time by the CDA. Any amendment of the SAM by the Department during the Term of this Agreement will be binding on Tenant without need for amendment of this Agreement, provided that the amendment of SAM does not conflict with the other terms and conditions of this Agreement.

“**Term**” means the period of time beginning on the Effective Date and ending at 11:59 p.m. on the tenth anniversary of the DBO of the Retail Space to open for business, excluding any Retail Space that is Additional Space or Relocation Space.

“**Third Party Use Agreement**” has the meaning set forth in Section 4.4(I).

“**Use Agreements**” means those certain airport use and facility lease agreements between the City and the airlines operating out of the Airport regarding the use and operation of the Airport, as amended or executed from time to time.

“**Value Pricing**” has the meaning set forth in Section 4.3.

“**Work**” means everything necessary for the design, engineering, construction and installation of the Improvements; when referring to restoration of Improvements after Major Damage, it means everything necessary for the replacement, repair, rebuilding, or restoration of the Improvements.

ARTICLE 4 LICENSE, LEASE AND TENANT’S OPERATIONS

4.1 **Concession License and Lease.** As of the Effective Date, the City grants Tenant a License to operate a Concession at the Airport and, upon delivery of the Leased Space or portion thereof, a Lease to operate the Concession from the Leased Space so delivered. Tenant accepts the License and Lease from the City and assumes the duties of Tenant provided in this Agreement and in the Airport Concession Program Handbook. **TENANT ACKNOWLEDGES AND AGREES THAT ALL AMOUNTS PAYABLE TO THE CITY UNDER THIS AGREEMENT CONSTITUTE RENT AND THAT THIS AGREEMENT CREATES A TAXABLE LEASEHOLD UNDER THE ILLINOIS PROPERTY TAX CODE, 35 ILCS 200/1 et seq.** Tenant understands and agrees that both its License to operate a Concession and its right to occupy the Leased Space will terminate upon the expiration or earlier termination of this Agreement. If Tenant complies with the terms of this Agreement, Tenant will have the right of ingress to and egress from the Leased Space, for Tenant, its officers, employees, agents, Subcontractors, vendors, suppliers, and invitees, subject, however, to all statutes, ordinances, rules and regulations from time to time enacted or established by the City, the FAA, the TSA or any other governmental agency or authority having jurisdiction. Tenant must not conduct its Concession operations in a manner that, in the judgment of the

Commissioner:

- A. interferes or might interfere with the reasonable use by others of Common Areas or the leased or licensed space of other tenants or licensees at the Airport;
- B. hinders or might hinder TSA, Airport security, police, fire-fighting or other emergency personnel in the discharge of their duties;
- C. would, or would be likely to, constitute a hazardous condition at the Airport;
- D. would, or would be likely to, increase the premiums for insurance policies maintained by the City, unless the operations are not otherwise prohibited under this Agreement and Tenant pays the increase in insurance premiums occasioned by the operations; or
- E. would involve any illegal purposes.

4.2 **No Subleases, Assignments or Other Uses.** Tenant understands and agrees that the Lease and the License granted under this Agreement are interdependent and that the locations of the Retail Spaces were determined by the City so that the Concession operated by Tenant is an element of an overall concession program and, as such, complements and does not conflict with other concessions in the vicinity of the Retail Space(s). Accordingly, Tenant acknowledges that the principal purpose of this Agreement is to provide Tenant a License to operate its Concession, without right of sublease or assignment, from the Leased Space and that any attempted sublease, assignment or other use of the Leased Space without the written consent of the City in accordance with the terms of this Agreement is absolutely prohibited and is an Event of Default.

4.3 **Products and Value Pricing.**

A. Exhibit 5 to this Agreement constitutes the listing, by general category or specific item, of all Products that Tenant is allowed to sell from each Retail Space and the prices to be charged to the public. Those items of Products that Exhibit 5 indicates are mandatory, if any, must be offered for sale to the public by the Tenant as a part of the Airport's overall concession program. If Exhibit 5 is stated in general terms, upon request, Tenant must within 5 days provide the Commissioner with a complete list of all Products and prices. The City's execution of this Agreement constitutes its approval of the sale of the products, services, and pricing as reflected on Exhibit 5 on the Effective Date. Any changes to Exhibit 5 are subject to the Commissioner's prior written approval. Upon such approval, Exhibit 5 may be amended without need for formal amendment of this Agreement pursuant to Section 11.3.

B. Tenant must stock a sufficient amount of each item comprising its Products within the Retail Space so as to maximize Gross Revenues, subject to and consistent with Tenant's and the City's desire to accommodate the convenience and needs of the Airport's

patrons. The Products must be new, fresh and of top quality. Tenant must store Products inventory in excess of the amount needed to stock displays out of sight of customers before restocking a display.

C. Value Pricing. The City has established a Value Pricing policy for all Tenants at the Airport. The policy generally requires Tenants to charge a price for a product or service at the Airport as the same price charged for the same product or service at similar stores in the City (each hereinafter referred to as a "Benchmark Store"). Benchmark Stores will be proposed by the Tenant subject to approval by the City. The following locations and areas shall be excluded when establishing Benchmark Stores: hotel restaurants or kiosks, bus and train transportation centers, entertainment centers, arenas, theaters, convention centers or similar venues. Benchmark Store exclusions may change throughout the Term as determined necessary by the City. If the Tenant or its subtenants currently operate the exact other locations in the City of Chicago, then these locations may be designated Benchmark Stores. Otherwise, Benchmark Stores will be selected based on stores that are comparable to the proposed concept. Notwithstanding the aforementioned exclusions, in the case of a news and gift store where Tenant or its subtenant currently operate a same-brand location in the City of Chicago, in a transportation center, and that location has its own customer walk-up street access, the City may consider allowing Tenant to propose that location as a Benchmark Store. In such a case, the Value Pricing policy prohibits mark-up of pricing higher than that of the applicable Benchmark Store because that store already is in a transportation center.

Other Pricing Policy. The Commissioner may adopt other reasonable pricing policies, with which Tenant and subtenants shall comply, to restrict overcharging and price gouging by subtenants due to their dominant market position and any exclusive rights granted, but in no event shall the Commissioner require prices lower than the established Value Pricing.

Tenant must submit to the CMR, within 30 days after the end of each Lease Year, or as requested from time to time by the Commissioner or CMR, a pricing report demonstrating compliance by Tenant with the Value Price requirements. Any prices that the Commissioner or CMR determines to be inconsistent with the Value Price requirements must be adjusted accordingly. At any time, and from time to time, the Commissioner or CMR may review the prices of the Products then being offered for sale by Tenant and require adjustments in prices of the Products or particular items in order to comply with the Value Price requirement. Following the CMR's written notice to Tenant, Tenant shall promptly adjust the price of the Products or particular items, as applicable. Failure to comply within five days will constitute an Event of Default.

Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five-day cure period, the Commissioner will assess Tenant, as liquidated damages and not as a penalty, in amounts as outlined in Exhibit 13.

D. At any time, the Commissioner or the CMR may review the quality of the Products then being offered for sale by Tenant and require reasonable improvements in quality of the Products or particular items or may require elimination of particular items that the Commissioner determines to raise safety or security issues. Following the Commissioner's written notice to Tenant, Tenant shall within 5 days rectify or modify the quality of the Products or particular items or eliminate the particular items, as applicable. Failure to comply within five days will constitute an Event of Default. Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five-day cure period, the Commissioner will assess Tenant, as liquidated damages and not as a penalty, an amount as outlined in Exhibit 13.

4.4 **General Requirements for Operation of Concessions.** Tenant has the authority to manage and administer the Concession in the Leased Space, subject to the rights of the City under the law, in equity, and under this Agreement to direct Tenant in order to ensure that the Airport operates in the most effective and efficient way possible and to supervise the Tenant's performance. Tenant covenants to take all commercially reasonable measures to maintain, develop, facilitate and increase the business of the Concession so as to maximize Gross Revenues. Failure to operate the concession as included in the Development Plan, attached as Exhibit 3, constitutes an Event of Default. Tenant further covenants that neither it nor any Affiliate of Tenant will divert or cause or allow to be diverted any business from the Leased Space to other locations not at the Airport that are operated by Tenant or any Affiliate of Tenant. A material condition of this Agreement is that Tenant must operate the Concession operations in accordance with the Airport Concession Program Handbook, the Sustainable Airport Manual, and the following general requirements:

A. Unless otherwise approved by the Commissioner in writing, Tenant must conduct business in its Retail Space only in the Tenant's trade names The Hampton Social, Bar Siena and FarmAir Market, that which is identified in its response to the RFP or other trade name approved by the Commissioner.

B. Due to the nature of the concession, Tenant is not authorized to install and operate any coin, card, token or otherwise activated vending machines as part of the Tenant's Development Plan unless otherwise approved by the Commissioner.

C. Tenant must conduct its Concession operations in a first-class, businesslike, efficient, courteous, and accommodating manner consistent with the "**Physical Inspection Standards**" that appear in Appendix 1 of the Airport Concession Program Handbook. The Commissioner or the CMR has the right to make reasonable objections to the appearance and condition of the Leased Space if they do not comply with the Physical Inspection Standards. Tenant must discontinue or remedy any non-compliant practice, appearance or condition within five days following receipt of a written notice by the Commissioner or CMR (or immediately upon receipt of such a notice if the Commissioner or CMR deems non-compliance hazardous or illegal). Tenant's failure to timely cure the non-compliance as required by the Commissioner

or CMR would cause the City damages including, among other things, loss of goodwill, which would be difficult or impossible to prove or quantify. Accordingly, if Tenant fails to timely cure non-compliance, then, in addition to all other remedies the City may have at law, in equity or under this Agreement, and beginning on the first day after expiry of the five-day cure period, Tenant must pay the City, as liquidated damages in connection with the loss of good will among visitors to the Terminals, and not as a penalty, as outlined in Exhibit 13 per Retail Space for each non-compliant practice, appearance or condition specified in the notice that remains uncured after the cure period.

D. Tenant must neither commit nor allow any nuisance, noise or waste in the Leased Space or annoy, disturb or be offensive to others in the Terminals. Tenant must employ all reasonable means to prevent or eliminate unusual, nauseating or objectionable smoke, gases, vapors or odors from emanating from the Leased Space. Tenant must employ all reasonable means to eliminate vibrations and to maintain the lowest possible sound level in the operation of the Concession.

E. Tenant must offer payments systems that are widely accepted in the industry for the sale of all Products. Tenant must offer a receipt, which may be virtual, with each purchase. Failure to comply with this Section will constitute an Event of Default. Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, if Tenant is found to prohibit the acceptance of the above payment option, the City may assess, as liquidated damages and not as a penalty for non-compliance as further defined in Exhibit 13.

F. Tenant's Concession must be and remain compliant with Payment Card Industry Security Standards ("PCI Standards") at all times as the PCI Standards are in effect at such time. Any breach of compliance with PCI Standards in effect and related to the Concession, at such time, must be reported to the City within 24 hours of the Tenant's knowledge of such event.

Tenant's failure to be in compliance with the PCI Standards with respect to its Concession on numerous occurrences (more than one) shall be an Event of Default under this Agreement.

G. Tenant must not place or install any racks, stands, or trade fixtures directly on or over the boundaries of its Leased Space. Tenant must not use any space outside the Leased Space for sale, storage or any other undertaking, other than in connection with deliveries made in a prompt, timely and efficient manner.

H. In its capacity as Tenant under this Agreement, and not as an agent of the City, Tenant must manage the Concession operations and the Leased Space in accordance with this Agreement, in furtherance of which Tenant must, among other things:

- (i) use reasonable efforts to remedy problems and issues raised by Airport patrons

with respect to the operation of the Leased Space;

(ii) answer in writing all written customer complaints within 72 hours after receipt, furnishing a copy of the complaint and the answer to the Commissioner within that period; and,

(iii) furnish the Commissioner within 72 hours after their receipt copies of all written notices received by Tenant from any governmental authority or any Subcontractor with respect to any part of the Leased Space or any Subcontract.

If Tenant fails to timely respond to customer correspondence or governmental notices and furnish the requisite copies to the Commissioner, Tenant acknowledges that the City may suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess liquidated damages against Tenant, and not as a penalty: as outlined in Exhibit 13. Tenant's failure to perform either (A) or (B) for a period of 30 days or more will be grounds for the City declaring an Event of Default pursuant to Article IX, in which event Tenant will have no longer than 10 days to cure the Event of Default.

I. Tenant, or Tenant's subtenant approved pursuant to Section 4.2, shall at all times operate the Concession. To the extent Tenant utilizes a third party to operate the Concession, Tenant shall, at all times during the Term: (i) be licensed or permitted by such third party to operate the concession, (ii) provide the City with copies of any agreements or other evidence the City may reasonably request demonstrating such arrangement ("Third Party Use Agreements"), (iii) comply in all material respects with the terms and conditions of Third Party Use Agreements, unless Tenant's compliance with such terms and conditions would cause Tenant to breach its obligations hereunder, (iv) not be in default under any Third Party Use Agreement, (v) notify the City in writing immediately upon notification by any party to a Third Party Use Agreement of Tenant's breach under such or termination of any Third Party Use Agreements. Failure to comply with this Section 4.4(I) shall be an Event of Default under this Agreement.

4.5 **Hours of Operation.**

A. Tenant must begin conducting its Concession operations in each Retail Space on the Date of Beneficial Occupancy applicable to that Retail Space and continue them uninterrupted after that date during all required hours of operation. The Retail Space shall be open, at a minimum, from 5:30 a.m. until 10:30 p.m. daily, to serve the public seven (7) days per week and three hundred sixty-five (365) days per year. Concession may close periodically for restocking, cleaning and routine maintenance. Closure times must be during daily periods of lowest passenger traffic volumes at the Airport. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Lease shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and Airport's flight schedules. The Retail Space must be open, as stated above, unless otherwise approved by the Commissioner or CMR in writing. The Tenant is required to allow access to the Retail Space, 24 hours per day, 365 days per year.

B. Except as otherwise permitted under this Agreement, if Tenant fails to operate its Concession from any portion of the Retail Space during all times that Tenant is required to do so under this Agreement and the failure continues for more than three days after the City gives Tenant notice, it is an Event of Default. In addition, Tenant acknowledges that failure to provide Concession services to the public would cause the City substantial damages, a portion of which may be ascertainable but another portion of which, related to loss of goodwill due to the public's inability to obtain the Products, the provision of which is one of the key purposes of this Agreement, might be difficult or impossible to prove or quantify. Accordingly, in addition to other remedies available to the City for an Event of Default, Tenant must pay the City as liquidated damages (and not as a penalty) in connection with such loss of goodwill the amounts as outlined in Exhibit 13 per Retail Space, beginning as of the time that the City first notifies Tenant that it is not operating the Concession in accordance with the time requirements of this Agreement. The obligation to make payments of liquidated damages will continue until the earliest of: (i) the time that the affected portion of the Retail Space re-opens for business; (ii) the date that this Agreement expires or is terminated with respect to the affected portion of the Retail Space; and (iii) the date that the Commissioner receives possession of the affected portion of the Retail Space.

4.6 Personnel.

A. Staff.

(i) Tenant must maintain a full time, fully trained staff during the Term of this Agreement having sufficient size, expertise and experience to operate the Concession. Tenant must maintain an adequate sales force so as to maximize Gross Revenues and use the utmost skill and diligence in the conduct of its Concession operations. A staff member for each concession location must be physically available during all hours of operation.

(ii) All employees of Tenant must at all times be clean, courteous, neat in appearance and helpful to the public, whether or not on duty. While on duty, Tenant's employees must wear Airport identification badges (and any other form(s) of identification that may be required by the Commissioner or CMR from time to time) and are required to wear uniforms in good taste, the color and style of which Tenant selects. Tenant may make the arrangements with its own employees as it considers appropriate regarding the purchase and maintenance of standard uniforms. The City is entitled at any time to direct Tenant to require any of its employees not properly attired to immediately conform to the requirements of this Section or leave the Leased Space. Tenant must not permit its employees to use any portion of the Terminal Common Spaces, including the public washrooms located there, for the changing of clothes or the storage of their personal effects, nor may Tenant permit its employees to loiter in the Common Areas of the Terminals, including but not limited to the Food Court Common Area.

(iii) Tenant and its personnel must at all times participate and cooperate fully in all quality assurance programs that may be instituted by the Commissioner or CMR from time to time. Tenant must cause its personnel to attend all customer service training meetings and

participate in such other programs as may be required by the Commissioner or CMR. An appropriate officer or management representative of Tenant must meet with the Commissioner or CMR as requested by the Commissioner or CMR to discuss matters relating to this Agreement, including merchandising and marketing plans. In addition, at the request of the Commissioner or CMR, an appropriate officer or management representative of Tenant must attend other meetings with the City, airlines, other users of the Terminals or any other parties designated by the Commissioner or CMR.

(iv) The Commissioner reserves the right to object to any of the personnel responsible for the day-to-day operation of the Concession. Upon receipt of such objection, Tenant must use its best efforts to resolve the cause for Commissioner's objection or replace the objectionable personnel with personnel satisfactory to the Commissioner.

(v) In the event that Tenant was not the existing tenant in the Leased Space prior to the Effective Date, Tenant and its subtenants, if any, will work cooperatively in attempting to retain existing concession employees working in the Leased Space. This will be accomplished by giving the existing concession employees working in the Lease Space prior to the Effective Date preferential interviews for jobs in the Leased Space during the term of this Agreement.

(vi) Tenant acknowledges that failure to comply with the provisions of this Section 4.6(A) may cause the City to suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess, as liquidated damages against Tenant, and not as a penalty, the amounts outlined in Exhibit 13.

B. General Manager. Tenant must designate a General Manager experienced in management and supervision who has sufficient authority and responsibility to administer and manage the Concession. The General Manager (or authorized representative) must be immediately available to the Department whenever any of the Retail Spaces are open. The base of operations of the General Manager must be at the Airport, and the General Manager must spend substantially all of his or her working hours at the Airport, unless the Commissioner approves in writing another arrangement. The General Manager is subject to removal at the direction of the Commissioner if the Commissioner reasonably determines, in the Commissioner's sole discretion that the General Manager is not performing up to standards consistent with the fulfillment of Tenant's obligations after providing Tenant notice.

C. Salaries. Salaries of all employees of Tenant and its Subcontractors performing services or Work under this Agreement must be paid unconditionally and not less often than once a month without deduction or rebate on any account, except only for those payroll deductions that are mandated by law or permitted by the applicable regulations issued by the United States Secretary of Labor under the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874, and 40 U.S.C. § 276c). Tenant must comply with all applicable "Anti-Kickback" regulations and must insert appropriate provisions in all Subcontracts covering Work under this Agreement to ensure compliance of all Subcontractors

with those regulations and with the other requirements of this subsection and is responsible for the submission of affidavits required under them, except as the United States Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements of them.

4.7 Operation and Maintenance.

A. The City, at its sole cost and expense, will keep in good repair the Common Areas, including the roof, structures, foundations and central mechanical, plumbing and electrical systems in the Airport providing heating, ventilation, cooling, water, sewage and electrical service to the terminals, concourses, and other structures at the Airport related to the Concession. The City will provide, without separate charge to Tenant, heating, ventilating and cooling of the Common Areas. The Commissioner reserves the right to interrupt temporarily the heating, air cooling, ventilation, plumbing or electrical services furnished to the Common Areas, the Terminals or the Airport as a whole to make emergency repairs or for other reasonable purposes, and the Commissioner will restore the services as soon as reasonably possible. The City has no responsibility or liability for failure to supply heat, air cooling, ventilation, plumbing, electrical or any other service to the Leased Space, the Common Areas, the Terminal or the Airport, when prevented from doing so by laws, orders or regulations of any federal, state or local governmental requirement (including any requirement of any agency or department of the City) or as a result of the making of repairs or replacements, fire or other casualty, strikes, failure of the utility provider to provide service or due to any other matter not within the City's reasonable control. Tenant must provide all cleaning and janitorial services to the Leased Space. Tenant must clean, maintain and repair (including replacements, where necessary) the Leased Space and Improvements in first-class condition and repair during the entire Term.

(i) Tenant is responsible for pest control within the Leased Space by contracting with a professional pest control service to provide service on a regular basis or as needed, or at the Commissioner's election, the City or CMR may provide or contract for the pest control and charge Tenant a reasonable charge for the service. If the Commissioner so requires, Tenant must coordinate all pest control service with the City's or CMR's pest control contractor. Tenant must furnish the Commissioner and CMR a copy of its pest control contract and service records upon request.

(ii) Tenant must, at its own expense, keep the exhaust system, including all risers, piping and fans used in connection with the exhaust systems, whether located in or outside of the Leased Space, and all other pipes or ducts used by Tenant, including black iron duct, in good repair and so as to meet the highest standards of cleanliness, health, and safety, in a manner consistent with the operation of a first-class Concession and in accordance with all applicable laws, codes and regulations of any governmental authority having jurisdiction. Tenant must not permit any grease to be discharged into the City's plumbing lines. If fixtures or equipment are installed in or attached to roof vents or other openings in the structure or to ducts that connect with the openings, Tenant must keep the ducts, vents and openings free from the accumulation of grease, dirt and other exhaust matter and must furnish and service any filters or other equipment necessary to prevent such accumulation. Tenant must keep the exhaust fan in good

condition and repair so as to provide at least the air flow velocities required by applicable codes and regulations. Without limiting the foregoing, Tenant must clean black iron duct twice yearly, or more often as may be required by any local governmental codes, regulations or officials, insurance requirements or applicable industry standards, whichever is more restrictive.

Tenant must maintain all fire detection and fire suppression systems and mechanisms in accordance with all applicable laws, codes and the requirements of all applicable policies of insurance and insurance inspectors and of the City. Tenant must not cause or permit any damage to insulation and fire protection materials surrounding the black iron duct. In addition to Tenant's obligation to maintain utility lines in the Leased Space as set forth in Section 4.8 below, Tenant must install and maintain in good working order and in accordance with the rules and regulations of all insurers and applicable laws, codes, and regulations of any governmental authority, all fire extinguishing systems in the Leased Space.

Upon request, Tenant must provide CMR with monthly repair and maintenance reports detailing all repair and maintenance undertaken with respect to its Leased Space. In the event that such repair and maintenance reports indicate that Tenant is not complying with its repair and maintenance obligations, it shall be an Event of Default. In addition to any other remedies available to the City, if Tenant fails to undertake required repair or maintenance within 5 days after receiving notice from the Commissioner (or such shorter time as may be required due to health or safety reasons) the City may undertake the required repair or maintenance through a City contractor or its own forces and charge Tenant the reasonable cost thereof as Additional Rent.

(iii) To the extent any City ordinance imposes a stricter standard than the requirements of this section, the stricter standard must govern. With respect to a Leased Space that has been designated to be relocated, if any, Tenant's obligations with respect to repair and maintenance will continue until such time as Tenant has completed the Improvements in the Relocation Space to which the affected Leased Space is being relocated.

(iv) Any damage to property of the Airport or property of other tenants arising out of Tenant's failure to perform its maintenance obligations is expressly deemed a "Loss" subject to Tenant's indemnification obligations under Section 8.2.

(v) Tenant acknowledges that failure to comply with the provisions of this Section 4.7(A) may cause the City to suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess, as liquidated damages against Tenant, and not as a penalty, the amounts outlined in Exhibit 13.

B. Food Court Common Areas.

To the extent that any of Tenant's Retail Space is located adjacent to a Food Court Common Area, the following provisions apply to such Retail Space:

(i) Tenant has the non-exclusive right to use the Food Court Common Area, in common with other tenants and their customers, on the terms and conditions established by the City and as may be revised during the Term at the City's sole discretion. That use does not include the right to wait on customers in the Food Court Common Area. The City reserves the right to establish and enforce the policies for the Food Court Common Area and tenants whose customers use the Food Court Common Area that the City determines are in the best interest of the overall operation of the Food Court Common Area, so that the City may properly and efficiently operate and manage it as a whole. Tenant must comply with these policies.

(ii) Tenant must at all times in operating its business in the Retail Space abide by all rules and regulations applicable to tenants whose customers use the Food Court Common Area including those relating to: (a) the health and sanitary conditions of the Retail Space, the Food Court Common Area and the employees of Tenant; (b) standards and quality of Products, services, and merchandising as determined by the City; (c) customer relations; and (d) other matters as the City determines applicable with respect to the operation of the Food Court Common Area and the business conducted by Tenant and all other tenants whose customers use the Food Court Common Area.

(iii) The City will be responsible for the operation, repair and maintenance of the Food Court Common Area. Food Court CAM Costs include all costs incurred by the City in the repair and maintenance of the Food Court Common Area, including corridors and seating areas, and include, but are not limited to costs of: painting; cleaning; trash and grease removal; operation, maintenance and repair and replacement of all lighting, electrical, plumbing, HVAC and other mechanical and utility systems; cleaning and retrieval of trays; water, power, gas and sewerage charges; wages and salaries (including employee benefits, unemployment, Social Security and Medicare, and any other payroll taxes) for employees performing operation, maintenance and repair of the Food Court Common Area; materials, equipment, supplies and services purchased for operation, maintenance and repair of Food Court Common Area; required permits and licenses; reasonable straight- line depreciation of movable equipment (including tables and chairs) used in the operation, maintenance or repair of the Food Court Common Area; rental of any equipment used in the operation, maintenance or repair of the Food Court Common Area; and all other direct costs and expenses properly chargeable to the operation, maintenance or repair of the Food Court Common Area. Neither the City nor any company, firm or individual operating, maintaining, managing or supervising the Food Court Common Area, nor any of their respective agents or employees, are or will be liable to Tenant or to any of Tenant's employees, agents, customers or invitees or anyone claiming through or under Tenant, for any damage, injuries, losses expenses, claims or causes of action because of any interruption or discontinuance at any time for any reason in furnishing services relating to operation, maintenance and repair of the Food Court Common Area, nor will any such interruption or discontinuance be deemed a disturbance of Tenant's use or possession of the Leased Space or any part of it; nor will any such interruption or discontinuance relieve Tenant from full performance of Tenant's obligations under this Agreement. Tenant is responsible for providing seating and chairs for Food Court Common Area directly adjacent to Tenant's Leased Space.

4.8 Utilities.

A. Tenant must pay for all utilities furnished to the Leased Space, to the extent separately metered. All utilities must be separately metered for usage within a Leased Space except to the extent that the Commissioner agrees otherwise in writing. Notwithstanding the foregoing, in the event that water/sewage is not separately metered, the City may charge Tenant for water/sewage based on a reasonable estimate of usage given the nature of the Concession.

B. In addition to payment for utility service, Tenant must maintain utility lines to the Leased Space as follows:

(i) where the utility lines, including gas, electrical, telephone, hot and cold water, fire sprinkler, gas, and sewer serve both the Leased Space and other areas of the Terminals, Tenant is only obligated to maintain those branch lines and facilities that exclusively serve the Leased Space; and

(ii) where such utility lines are entirely for the exclusive service of the Leased Space, Tenant is obligated to maintain the utility lines from the Leased Space up to the main entry point of the utility to the Terminal(s). Alternatively, the City may, at the Commissioner's sole discretion, maintain such utility lines and charge Tenant the reasonable cost of the maintenance.

(iii) Tenant must maintain all electrical cables, conduits, wiring, fire alarm systems, electrical panels and associated equipment located within and serving the Leased Space.

4.9 Refuse Handling.

A. Tenant, at its own cost and expense, must provide for the handling of all refuse, including trash, garbage, recycling and other waste created by its Concession operations and for their disposal at a centrally located collection area within the Airport designated by the Commissioner from time to time. Within its Leased Space, Tenant must provide a complete and proper arrangement for the adequate sanitary handling and disposal of trash, garbage, recycling and other refuse resulting from its Concession operations. Tenant must provide and use suitable covered metal receptacles for all trash, garbage, recycling and other refuse in accessible locations within the boundaries of each Leased Space. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the Leased Space or the Common Areas is forbidden. The Commissioner reserves the right, from time to time, to establish time periods or schedules during which Tenant must remove refuse from the Leased Space.

B. Tenant must comply with all present and future laws, orders and regulations and any rules and regulations promulgated by the Commissioner regarding the separation, sorting and recycling of garbage, refuse and trash, including but not limited to those policies, rules and regulations incorporated in the Airport Concessions Program Handbook and the Sustainable Airport Manual. Tenant must separate and appropriately dispose of recyclable and non-recyclable waste, including organic materials. Recyclable waste includes newspaper, unsoiled paper

products, cardboard, plastic, aluminum and glass. Tenant is encouraged to use service goods made from recycled and recyclable materials. All recyclable waste will be disposed at the direction of the CDA. The CDA may also require sorting and disposal of compostable/organic wastes, including food scraps and soiled paper products. Tenants must therefore also provide for the separation of pre-consumer compostable/organic waste for composting. Tenants are expected to fully comply with CDA's waste recovery program by sorting, to the maximum extent possible, recyclable and compostable waste from that which will be sent to landfill.

C. Tenant acknowledges that any failure to comply with the provisions of this Section 4.9 may cause the City to suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess as liquidated damages against Tenant, and not as a penalty, the amounts outlined in Exhibit 13.

4.10 **Promotion.**

A. **Signs and Advertising.** Tenant may, at its own expense and subject to obtaining any necessary permits, install and operate necessary and appropriate identification signs in and on the Retail Space for its promotional use (identifying the Concession operations at the Retail Space in question or the Products sold there). All such signage (especially all signage visible from the Common Areas) must be in compliance with signage and other applicable criteria adopted by the Commissioner or other City agencies from time to time and subject to the prior written approval of the Commissioner as to the number, size, height, location and design (as applicable). Tenant must not install, affix, or display any signage outside the Retail Space except as permitted by the Department. Without the prior written consent of the Commissioner, Tenant and its Subcontractors must not distribute any advertising, promotional or informational pamphlets, circulars, brochures or similar materials at the Airport except within the Retail Space and except as are related to Tenant's Concession. Tenant acknowledges that any failure to comply with this Section 4.10(A) may cause the City to suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess, as liquidated damages against Tenant, and not as a penalty, the amounts outlined in Exhibit 13.

B. **Marketing and Advertising Fund.** The Department operates a marketing fund ("Fund") for the purpose of financing a program for advertising and promoting Concessions at the Airport. The Program may include advertising, media placements, special events, promotional events, brochures, videos and catalogs, mystery shops, market research and surveys, customer service training etc., as appropriate. The Program will be funded by contributions from the Tenant and other tenants at the Airport. Tenant will contribute an amount of one-half of one percent (0.5%) of Gross Revenues per Lease Year to the Fund. All contributions to the Fund may only be expended for the promotion of concessions and marketing-related staff activities at the Airport and for no other purposes. Tenant shall make its contributions to the Fund monthly in arrears concurrently with its Rent payment under this Agreement.

The City may, but is not required to, contribute to the Fund. Tenant has no ownership or beneficial interest whatsoever in the Fund or any unspent moneys therein.

4.11 Distribution and Storage; Deliveries.

A. It is necessary, due to the number of Concession tenants in the Airport, that the Commissioner protect the Common Areas and the Terminal curb front for the flow of airline passengers. Therefore, Concession deliveries must be made only within the times and at the locations authorized by the Commissioner or the Commissioner's designated representative and otherwise in accordance with the terms of this Agreement. All deliveries that require access to the aircraft operations area ("AOA") must be made by vehicles and drivers qualified and permitted to drive over AOA roadways.

B. O'Hare. There is currently no central distribution and storage facility at O'Hare; however, the City intends to implement such a facility during the Term of this Agreement. Thereafter, at the option of the Commissioner, after first giving reasonable notice to Tenant, the Commissioner may require Tenant to arrange for all deliveries to the central distribution and storage facility, except where delivery to a third party is prohibited by law, such as delivery of liquor, or as otherwise approved by the Commissioner in writing. At the Commissioner's sole discretion, the central distribution and storage facility, if implemented, may be operated by a third-party contractor selected or approved by the Commissioner. If the central distribution and storage facility is implemented, Tenant must pay the City, or the third-party operator, Tenant's proportional share of the cost for deliveries to and distribution from the facility ("**Distribution Fee**") as determined by the Commissioner. Such Distribution Fee will be intended to cover the costs of delivery as well as development, utility, operation and maintenance costs and other costs associated with the opening and/or operation of the central distribution and storage facility and is considered to be Additional Rent.

C. Tenant acknowledges that the City will not be responsible for and will have no liability related to the operation of (or the failure to operate) the central distribution and storage facility at either Airport, including lost profits, consequential damages or any other losses or damages whatsoever.

4.12 Certain Rights Reserved By the City.

A. Except as expressly provided otherwise in this Agreement: the City has the rights set forth below, each of which the City may exercise with notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of exercising them; the City's exercise of any such rights is not deemed to constitute a breach of this Agreement or a disturbance of Tenant's use or possession of or Lease to the Leased Space; the City's exercise does not give rise to any claim, including for set-off or abatement of Rent; the City's exercise also does not relieve Tenant of any obligation to pay all Rent when due. The rights include the rights to:

(i) Install, affix and maintain any and all signs on the exterior and on the interior of the Terminals;

(ii) Decorate or to make repairs, inspections, alterations, additions, or improvements, whether structural or otherwise, in and about the Terminals, or any part of them, and for such purposes to enter upon the Leased Space, and during the continuance of any of the work, to temporarily close doors, entryways, public space and corridors in the Terminals, and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations under this Agreement, so long as the Leased Space is reasonably accessible and usable;

(iii) Upon request, require Tenant to furnish the Department with copies of door keys for the entry doors of the Leased Space, where applicable, and to retain them at all times, and to use in appropriate instances, keys, including master keys and passkeys, to all doors within and into the Leased Space, but the keys will at all times be kept under adequate and appropriate security by the Department. Tenant must not change any locks, nor affix locks on doors without the prior written consent of the Commissioner. Notwithstanding the provisions for the Department's access to the Leased Space, Tenant releases the City from all responsibility arising out of theft, robbery, pilferage and personal assault unless the same results from the City's gross negligence or willful misconduct. Upon the expiration of the Term of this Agreement or Tenant's right to possession of the Leased Space, Tenant must return all keys to the Concession Management Representative and must disclose the combination of any safes, cabinets or vaults left in the Leased Space;

(iv) Approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Leased Space and the Terminals so as not to exceed the legal load per square foot designated by the structural engineers for the Airport, and to require all such items and furniture and similar items to be moved into or out of the Terminals and the Leased Space only at the times and in the manner as the Commissioner directs in writing. Tenant must not install or operate machinery, or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Leased Space without the prior written consent of the Commissioner. Movements of Tenant property into or out of the Terminals or the Leased Space and within the Terminals are entirely at the risk and responsibility of Tenant, and the Commissioner reserves the right to require permits before allowing any property to be moved into or out of the Terminals or the Leased Space;

(v) Establish controls for the purpose of regulating all property and packages, both personal and otherwise, to be moved into or out of the Terminals and the Leased Space;

(vi) Regulate delivery and service of supplies and the usage of the apron area, loading docks, receiving areas and freight elevators and designate the times within which, and the locations at which, deliveries may be made to or by Tenant;

(vii) Show the Leased Space to prospective Tenants and subtenants at reasonable

times and, if vacated or abandoned, prepare the Leased Space for re-occupancy;

(viii) Erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances to them, in and through the Leased Space at reasonable locations;

(ix) Enter the Leased Space for the purpose of periodic inspection for fire protection, maintenance and compliance with the terms of this Agreement, including but not limited to the Airport Concession Handbook, and exercise any rights granted to City or retained by City in this Agreement; except in the case of emergency, however, the right must be exercised upon reasonable prior notice to Tenant and with an opportunity for Tenant to have an employee or agent present;

(x) Grant to any person the right to conduct any business or render any service in or to the Terminals or the Airport.

(xi) Promulgate from time-to-time rules and regulations regarding the operations at the Airport; and

(xii) Maintain newspaper vending machines at any location in the Airport.

B. If Tenant is required to perform any sprinkler Work, City reserves the right to perform the Work and charge the Tenant for the cost of the sprinkler Work and specify charges as Additional Rent under the Agreement or to approve Tenant's proposed sprinkler contractor, at the Commissioner's sole option. If any sprinkler work requires a temporary shut-down and/or drainage of the sprinkler system or portion thereof in the Terminal, Tenant must pay an up-front fee of \$500 per occurrence in the form of a certified check or money order.

ARTICLE 5 LEASED SPACE AND IMPROVEMENTS

5.1 **Leased Space.** As provided in Section 4.I, the City grants Tenant the right to use the Leased Space identified in Exhibit 1, or portions thereof, from the date of delivery of each portion of the Leased Space through the remainder of the Term of this Agreement for the operation of the Concession, except as otherwise provided for herein. Exhibit 1 may be amended by agreement of the Tenant and the Commissioner from time to time to reflect changes in Leased Space, including but not limited to any Additional Space or Relocation Space. As of the Effective Date, all square footage identified in Exhibit 1 is approximate, and is subject to final correction in accordance with field measurements to be taken after completion of the Improvements. All such measurements relating to the Leased Space will be made to and from the "lease lines" as identified on Exhibit 1. Tenant must confine all of its Concession operations to its Leased Space. Any conduct of Concession operations outside of Tenant's Leased Space is an Event of Default.

A. **Retail Space.** The Leased Space includes the Retail Space identified in Exhibit 1. Retail Space is to be used for the sale of Products at retail to the public.

B. Storage Space. The Leased Space includes the Storage Space, if any, identified in Exhibit 1. Storage Space is to be used to store inventory and supplies for use in the Retail Space. It may be used for other purposes relating to the Concession with the consent of the Commissioner, but not as a point of retail sale of Products. If the Commissioner determines that Tenant is using Storage Space for purposes unrelated to the Concession, the Commissioner may unilaterally delete the Storage Space from the Leased Space. If the Commissioner determines that the size of the Storage Space exceeds the needs of the Tenant, the Commissioner may unilaterally reduce the size of the Storage Space.

C. Additional Space.

(i) During the Term, the Commissioner may from time to time, at the Commissioner's sole discretion, make Additional Space available in the Terminals for Tenant's Concession operations. In such event, the Commissioner will send written notice to Tenant to advise Tenant of the following:

- a. size and location of the Additional Space being offered, if any;
- b. whether the Additional Space is being offered as Retail Space or Storage Space; and
- c. the City's Shell and Core obligations and Tenant's Improvement obligations for the Additional Space.

Within 30 days after receiving the notice from the Commissioner, Tenant must notify the Commissioner if it accepts or rejects the Additional Space and, if the Additional Space is Retail Space, the proposed Improvements and the amount by which Tenant proposes to increase its Minimum Annual Guarantee to reflect the anticipated increase in Gross Revenues from the Additional Space. Upon notification from Tenant to the Commissioner that Tenant accepts the Additional Space and, if the Additional Space is Retail Space, acceptance by the Commissioner of the proposed Improvements and increase in the Minimum Annual Guarantee, the square footage will be added to the Retail Space or Storage Space, as applicable, under this Agreement and Exhibits 1 and 2 modified accordingly. Upon notification from Tenant to the Commissioner that it rejects the Additional Space or if Tenant fails to notify the Commissioner within 30 days that it accepts the Additional Space, the offer will terminate, and the Commissioner may offer the Additional Space to others.

(ii) Nothing in (i) above requires the Commissioner to offer any Additional Space to Tenant or limits or restricts the Commissioner's or the City's right to enter into any Concession agreement with any third party for such space. **Additional Space, if any, offered to Tenant is solely for the benefit of the Airport to enhance Airport revenues, and whether or not to offer such Additional Space to Tenant is at the Commissioner's sole and absolute discretion. TENANT HAS NO RIGHT TO BE OFFERED ANY ADDITIONAL SPACE.**

(iii) The maximum aggregate amount of Retail Space that may be offered to Tenant as Additional Space is 2,000 sq. ft.

D. Relocation Space. The Commissioner may at any time during the Term require Tenant to relocate all or portion of the Leased Space to another location within the Airport and

terminate the Lease with respect to the Leased Space being vacated when, in the sole discretion of the Commissioner, the relocation is necessary for other Airport purposes or is in the best interest of the City. In such an event:

(i) The Commissioner will notify Tenant in writing within a reasonable period of time prior to the relocation of all or part of the Leased Space. Such notice will be not less than 90 days in advance of the relocation but, in any event, notice is not required more than 180 days in advance.

(ii) If a Retail Space is being relocated and the Relocation Space has, in Tenant's reasonable business judgment, diminished size, visibility, and/or exposure to passenger traffic in comparison to the Retail Space being vacated, Tenant may so notify the Commissioner in writing no later than 15 days after Tenant receives the Commissioner's notice. Such notice must detail with reasonable specificity why Tenant believes that the Relocation Space is not comparable to the Retail Space being vacated and the projected adverse impact on Tenant's sales. Tenant and Commissioner may thereafter negotiate an adjustment in the Percentage Fee and/or the Minimum Annual Guarantee for the Relocation Space to reflect the differences in size, visibility, and/or passenger traffic. If the Tenant and Commissioner fail to agree on such an adjustment or if Tenant otherwise rejects the Relocation Space, then the Lease for the Retail Space being vacated will terminate on the date for the relocation set forth in the Commissioner's notice, and the Minimum Annual Guarantee as of such date will be adjusted in proportion to the percentage of Tenant's Gross Revenues from prior Lease Year that were generated at the Retail Space being vacated. Further, if the Lease of the Retail Space being vacated is terminated, Tenant is entitled to a credit, equal to the unamortized portion of Tenant's actual Improvement Costs for the Retail Space being vacated (but excluding any Improvement Costs for Tenant personal property or any portion of the Improvements that can be moved and used by Tenant elsewhere), against Rent due and owing to the City from Tenant until the full amount of the credit has been applied against Rent.

(iii) Except when Tenant rejects Relocation Space pursuant to (ii) above, the City is responsible for costs incurred in the relocation or replication of the Improvements in the Leased Space being vacated, including the cost of moving Tenant's equipment and inventory and the cost of constructing replacement Improvements comparable to the condition of the Improvements in the Leased Space being vacated as of the date of relocation, to the extent comparable Improvements do not already exist in the Relocation Space. In the case of a relocation, Tenant must promptly vacate the portion of the Leased Space required to be vacated and as to which this Agreement is being terminated and return the portion of the Leased Space in as good or better condition as existed as of the date that the City gave Tenant possession of the Leased Space being vacated, unless the Commissioner otherwise agrees in writing. The City will endeavor not to require Tenant to move from the Leased Space being vacated to the Relocation Space before Work on Improvements in the Relocation Space is completed, but the Leased Space being vacated may be needed for other Airport purposes prior to the completion of Improvements in the Relocation Space. Because the City is replacing Improvements in kind, Tenant is not entitled to any credit for unamortized Improvement Costs for the Leased Space being vacated, and the unamortized Improvement Costs for the Leased Space being vacated will

deemed to be the unamortized Improvement Costs for the Relocation Space and continue to be amortized on the same schedule as the original Leased Space.

5.2 **Title to Property in the Leased Space.** Tenant shall retain title and ownership to all Products and other Tenant personal property and proprietary trade fixtures in the Leased Space, except in the event of deemed abandonment, as provided in Section 6.3. The City owns all other property in the Leased Space, including the Shell and Core and, upon completion, Tenant Improvements.

5.3 **Shell and Core.** The City is responsible for providing Shell and Core, if any are specified in Exhibit 4, for the Leased Space. The City makes no warranty, either express or implied, as to the design or condition of the Leased Space, including the Shell and Core, or the suitability of the Leased Space, including the Shell and Core, for the Tenant's purposes or needs. The City is not responsible for any patent or latent defect, and Tenant must not, under any circumstances, withhold any amounts payable to the City under this Agreement on account of any defect in the Leased Space, including the Shell and Core; if feasible, however, the City will assign to Tenant any warranties obtained from the City's contractor for the Shell and Core and/or the right to enforce City's rights under its contract for the Shell and Core. After the City delivers the Shell and Core to Tenant, Tenant must immediately notify the Commissioner of any defects in the Shell and Core.

5.4 **Tenant's Improvement Obligations.**

A. **Retail Space and Storage Space.** Unless otherwise agreed in writing by the Commissioner, Tenant must complete, or cause to be completed, the Improvements as described in the Development Plan. Improvements shall be at Tenant's sole cost and expense and must be completed on or before the Date of Beneficial Occupancy set forth for each portion of the Leased Space in accordance with the schedule set forth in the Development Plan, subject to Section 11.20, "Force Majeure". Failure to achieve DBO for the Improvements in accordance with the schedule in the Development Plan will result in liquidated damages pursuant to Section 5.5(J).

B. **Additional Space.** Tenant must complete or cause to be completed, at Tenant's sole cost and expense, the Improvements for each Additional Space approved by the Commissioner by the proposed Date of Beneficial Occupancy applicable to each such Additional Space, at a total investment in Improvement Costs for each permanent Additional Space of at least 95% of the budget approved by the Commissioner.

C. **Temporary Relocation Space and Additional Space.** The Commissioner may require Tenant to operate the Concession, prior to the Date of Beneficial Occupancy applicable to any Relocation Space and Additional Space, from a temporary Relocation Space, at City's sole cost and expense. If approved by the Commissioner, Tenant may use temporary or used fixtures, trade fixtures and equipment and is not required to install Improvements except to the extent necessary to make the temporary Relocation Space or Additional Space useable.

D. **Improvement Costs.** Only Improvement Costs of the types set forth in the budget in the Development Plan are deemed to be validly incurred Improvement Costs for purposes of this Agreement. Tenant must provide the Commissioner with a statement certified by Tenant,

setting forth the aggregate amount of the Improvement Costs expended by Tenant for each Leased Space, with such detail as may be reasonably requested by the Commissioner. The certified statement must be submitted at the same time as the "as-built" drawings for the Leased Space. Tenant must make available to the Commissioner, at the Commissioner's request, receipted invoices for labor and materials covering all Improvement Costs. The Commissioner has the right to audit the Improvement Costs. If there is a discrepancy of 5% or more, the cost of the audit must be paid promptly by Tenant upon request. If the Tenant's actual Improvement Costs for any portion of the Leased Space are less than 95% of the amount set forth in the Development Plan for said portion of the Leased Space, Tenant must, within 30 days after the date of completion of the Work or the Date of Beneficial Occupancy, whichever is earlier, pay the City the difference between 95% of the amount set forth in the Development Plan and the actual Improvement Cost for said portion of the Leased Space. The actual Improvement Costs, as approved by the Commissioner, will be memorialized in the confirmation of DBO for the Leased Space in question and attached to Exhibit 1.

5.5 **Work Requirements.**

A. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF WORK UNDER THIS AGREEMENT.

B. Compliance with Standards. Tenant must comply in its design, construction, use, occupancy and operation of the Leased Space, at its own cost, with:

(i) all regulations and directives now or later promulgated by the United States Federal Aviation Administration ("FAA") or Transportation Security Administration ("TSA") pertaining to airport security, as such regulations and directives may be amended or modified from time to time during the Term of this Agreement;

(ii) all federal, State of Illinois, and City laws, rules, regulations and ordinances, including all building, zoning and health codes and all Environmental Laws; and

(iii) the Design and Construction Standard Operating Procedures- Concessions Projects ("C-SOP") C-SOP, the Airport Concession Program Handbook, and the Sustainable Airport Manual.

Tenant must complete or cause to be completed all Improvements in accordance with all rules, regulations and standards, including the C-SOP, and the approved Construction Documents (as defined below) for any Improvements. If there is a conflict between work requirements stated in this Agreement and those set forth in the C-SOP, the Commissioner has the sole discretion to determine which prevails. No construction must take place until the Commissioner has approved the Construction Documents.

Tenant must provide for any supplemental heating, cooling and exhaust facilities that Tenant may require to properly heat, cool, ventilate and exhaust air in the Leased Space. All such supplemental facilities must be designed and installed in accordance with the C-SOP and applicable building codes and must be approved by the Commissioner prior to installation. If at any time the Tenant's supplemental heating, cooling and exhaust facilities fail to comply with the design and operational standards set forth in the C-SOP, Tenant must, on notice from

the City, cause repairs to be made so that Tenant is in compliance with this requirement.

In addition to the requirements set forth in the C-SOP, Tenant acknowledges the City's goal to incorporate environmentally sustainable design in building, infrastructure, and tenant improvements at the Airport. Accordingly, Tenant agrees to use best efforts to incorporate sustainable design practices in the development and build out of the Leased Space, to engage a LEED® (Leadership in Energy and Environmental Design) accredited professional on its architectural team, to create an operational plan that incorporates sustainable practices in all aspects of the daily operation of the Leased Space, and to comply to the extent that it is commercially reasonable to the requirements of the Sustainable Airport Manual.

C. Development Plan. Tenant's Development Plan, as approved by the Commissioner, is attached hereto as Exhibit 3. It describes and depicts the Tenant's thematic concept for the Retail Space (including storefront design images, as appropriate), floor plan(s) of the Retail Space, its plan and schedule for implementing the Improvements and commencing Concession operations in the Leased Space, temporary facilities that may be necessary to meet the requirements of this Agreement, and its other submission requirements as set forth in the C-SOP. The Development Plan must include the anticipated Date of Beneficial Occupancy of each Retail Space, the budgeted Improvement Costs for each Retail Space, and the dates by which City must complete the Shell and Core and the Delivery Date necessary in order to achieve the anticipated DBO for each Retail Space.

D. 30, 60, 90 and 100 Percent Design Phase. Tenant must submit to the Commissioner its proposed 30, 60, 90, 100 Percent design drawings and specifications prepared as required under the C-SOP. The C-SOP outlines the timing and expectations for submissions at each percentage of the design phase. The C-SOP also provides the timing of the review by the Commissioner. Tenant must adhere to the time required to respond to the Commissioner's comments as outlined in the C-SOP. If Tenant fails to provide acceptable designs, after 5 attempts, an Event of Default can be declared by the Commissioner.

E. Start of Construction. For each portion of the Leased Space, within 10 days after the latest of occur of: 1) the date the City delivers to Tenant possession of said portion of the Leased Space, 2) the date Tenant has obtained applicable building permits for said portion of the Leased Space, and 3) the date of commencement of construction set forth in the Development Plan, Tenant must begin construction of the Improvements under and consistent with the approved Construction Documents, in a diligent, first-class and workmanlike manner. Commissioner may require Tenant and its Subcontractors to meet with the Department's construction manager and Concessions Management Representative prior to starting construction. Among other requirements, the Improvements:

- (i) Must conform with all architectural, fire, safety, zoning and electrical codes and all federal, State, City and other local laws, regulations and ordinances pertaining to them, including the ADA, and all Airport standards, procedures and regulations.
- (ii) Must be free and clear of any mechanics' or materialmen's liens or similar liens or encumbrances.
- (iii) Except as otherwise provided in this Agreement, must be completed entirely at

Tenant's cost and expense and in accordance with the requirements of this Agreement including, but not limited to, the requirements and procedures set forth in the C-SOP.

(iv) Upon the request of the Commissioner, Tenant must purchase and install a security camera and connect the camera feed into a junction box at a location to be determined by the Commissioner. Tenant will permit the Commissioner to connect the security camera to the Airport security system.

Approval of the Construction Documents by the Commissioner does not constitute the Commissioner's or the City's representation or warranty as to their conformity with any architectural, fire, safety, zoning, electrical or building code, and responsibility therefore at all times remains with Tenant. Tenant must not permit its design and construction Subcontractors to make any modifications to base building systems without prior written consent of the Commissioner.

F. Change Order Review. Tenant must cause all Work to be performed in a first class, good and workmanlike manner and in accordance with the Construction Documents. Tenant may request in writing that change orders relating to the Work be responded to by the City, and the City will so respond within 10 days, unless a response within 10 days is unreasonable in the circumstances, in which case the response period will be as reasonably determined by the City but in no event longer than 20 days. At all times during the Work, Tenant must have on file with the Commissioner and on the construction site for inspection by the Commissioner, a copy of the approved Construction Documents. Tenant must immediately begin to reconstruct or replace and diligently pursue to completion, at its sole cost and expense, before or after completion of the Work, any Work that is not performed in accordance with the Construction Documents as approved by the Commissioner.

G. Inspection of Improvements in Progress. The Department has the right to enter upon the Leased Space for the purposes of inspecting and recording the Improvements in progress, ensuring that Tenant's construction complies with the Construction Documents, and rejecting any such construction that does not so conform.

H. Notice of Substantial Completion and Inspection. At least 10 days prior to anticipated substantial completion of the construction of a Leased Space, Tenant must deliver to the Commissioner a "**notice of substantial completion**" in order for the Commissioner to schedule a representative to inspect the Improvements. On the date specified in the notice of substantial completion, the Department will perform a final inspection of the Improvements for compliance with the Construction Documents for the Improvements, and will, not later than 10 days after inspection, provide a punch list to Tenant describing in sufficient detail any discrepancies between the Improvements and the Construction Documents. Tenant must cause all discrepancies (other than those approved by the Commissioner as variances) to be reconstructed, replaced or repaired in substantial accordance with the Construction Documents. Within 10 days after the date of substantial completion and prior to commencing Concession operations in Leased Space, Tenant must provide, as evidence of the substantial completion of the Work, copies of any and all Certificates of Occupancy and other approvals, if any, necessary for Tenant to occupy the portion of the Leased Space for its intended use. Tenant

shall not commence Concession operations in the Leased Space until such documents have been received by the Commissioner and until authorized to do so by the Commissioner.

I. Timeliness - Punch Lists; Opening for Business. Tenant acknowledges that if it fails to comply with Construction Document requirements (including all tasks necessary to satisfy them, such as, but not limited to, applying at the earliest possible time for and diligently pursuing all necessary building permits), the delay may cause the City to suffer substantial damages, including loss of goodwill, that might be difficult to ascertain or prove. For that reason, but subject to extensions that may be approved by the Commissioner, or day-to-day extensions for delays caused by a force majeure event pursuant to Section 11.20, if Tenant has not caused the Improvements to be substantially completed in accordance with the Construction Documents and Retail Space to be open to the public for business not later than the scheduled Date of Beneficial Occupancy in the Development Plan:

(i) Tenant must pay the City liquidated damages at the rate of \$250 per day for each day from and after the Date of Beneficial Occupancy, until the date on which the Retail Space actually opens to the public for business; and

(ii) Tenant must cooperate with the Commissioner in providing the interim Concession operations from kiosks or other temporary locations, as the Commissioner may reasonably require, to serve the patrons of the Terminals until the applicable Improvements have been completed and the Retail Space is open to the public for business; and

(iii) if, for any reason, Tenant fails to substantially complete the Improvements in accordance with the approved Construction Documents relating to them and open the Retail Space to the public for business within 30 days after the Date of Beneficial Occupancy, the failure is an Event of Default, and the City has the right to exercise any and all remedies under this Agreement, at law or in equity; and further,

(iv) if Tenant is permitted to open for business in accordance with the schedule in the Construction Documents but any punch list items are not completed within 30 days following the date on which Tenant opens to the public for business, the Commissioner will assess liquidated damages against Tenant at the rate of \$250 per day per punch list item not timely completed; and

(v) if Tenant is permitted to open for business but any punch list items are not completed within 60 days following the date on which Tenant opens to the public for business, the City reserves the right, at the Commissioner's sole discretion, to either:

- a. complete the punch list Work at the City's cost and bill the Tenant for this Work, in which case the charges are considered Additional Rent; or
- b. close the affected Retail Space until all outstanding punch list items are completed.

J. Post-construction Documentation. Tenant must submit a complete set of "**as-built**" drawings and documentation as outlined in the C-SOP to the Commissioner within 30 days after the date the Commissioner authorizes Tenant to begin Concession operations in the

Leased Space. The as-built drawings and documentation are and become the property of the City, except to the extent of any intellectual property reflecting Tenant's trademarks, trade names or trade dress contained in them.

K. Mechanics' Liens. Tenant must not permit any mechanics' lien for labor or materials furnished or alleged to have been furnished to it to attach to any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement in any way relating to any work performed by or at the direction of Tenant. Upon making payments to Subcontractors, Tenant must obtain from each Subcontractor a waiver of mechanics' liens against any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement arising out of any Work done by the Subcontractor and each and every of the Subcontractor's materialmen and workmen. If, nonetheless, any such mechanics' lien is filed upon any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement, Tenant must indemnify, protect, defend and save harmless the City against any loss, liability or expense whatsoever by reason of the mechanic's lien and must promptly and diligently proceed with or defend, at its own expense, the action or proceedings as may be necessary to remove the lien. Tenant must deliver notice to the Commissioner of any such lien or claim within 15 days after Tenant has knowledge of it. Tenant may permit the mechanics to remain undischarged and unsatisfied during the period of the contest and appeal; provided that, upon request by the Commissioner, Tenant must post a bond with the City equal to 150% of the amount of the lien. If the lien is stayed and the stay later expires or if by nonpayment of any lien any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement will be, or is claimed to be, subject to loss or forfeiture, then Tenant must immediately pay and cause to be satisfied and discharged the lien. If Tenant fails to do so, the Commissioner may, in his or her sole discretion, draw on the bond and make such payment. If the Commissioner has not requested a bond, then the Commissioner may, in the Commissioner's sole discretion, make such payment out of legally available Airport funds and, in such event, the amount paid shall immediately be payable by Tenant as Additional Rent. Failure to post a bond when requested by the Commissioner or pay such Additional Rent shall be an Event of Default.

L. Mid-Term Refurbishment. Tenant must budget and expend such funds as necessary to undertake a mid-Term refurbishment of each Retail Space during or about the middle of the Term in order to ensure that each Retail Space presents a first-class appearance to the public. The minimum expenditure does not include financing costs, interest, and inventory or intracompany charges of the Tenant. The scope and extent of the renovation, remodeling, and upgrade and/or redecorating for such mid-Term refurbishment shall be jointly determined by the Commissioner and Tenant.

5.6 Damage or Destruction of Improvements.

A. Insubstantial Damage. If Improvements to any Leased Space are damaged, in whole or in part, by fire or casualty, and there is no Major Damage (as defined below) to the portion of the Terminals served by the damaged Improvements, then the City will repair any damage to the Shell and Core at the City's expense, and Tenant must repair the damage to the Improvements as soon as reasonably possible (after completion of the Shell and Core) at Tenant's expense.

B. Major Damage.

(i) **"Major Damage"** means any damage or destruction that, based on reasonable estimates made by the Department within 60 days after the occurrence of the damage or destruction, in order to be repaired to the condition existing before the damage or destruction:

- a. would cost, with respect to the Improvements, in excess of 50% of the replacement cost value of all Improvements; and
- b. would cost, with respect to the Shell and Core, in excess of 50% of the replacement cost of the Shell and Core, or would require, in the sole judgment of the Commissioner, more than nine months to complete.

(ii) If any part of the Terminals suffers Major Damage, whether or not including any portion of the Leased Space located in them, in whole or in part by fire or other casualty, the Commissioner has the right, for a period of six months starting on the date of the occurrence, to elect not to repair the Major Damage as otherwise required under this section, by giving written notice of the election to Tenant. If the Commissioner notifies Tenant of the Commissioner's election not to repair the Major Damage, this Agreement will terminate as to the affected Leased Space effective as of the date of the Major Damage, all Rent due under this Agreement will be prorated to the date of termination, and Tenant must surrender the affected portion of the Leased Space to the City.

(iii) If any portion of the Leased Space suffers Major Damage, and if after the occurrence of the damage the Agreement is not terminated, the Commissioner and the Airport architect will estimate the cost of restoration and the length of time that will be required to repair the damage and will notify Tenant of the estimate. If the damage can be repaired and the Improvements restored before the Term expires, then Tenant must repair the damage and restore the Improvements. If repair and restoration cannot be substantially completed before the Term expires, then this Agreement terminates as to the portion of the Leased Space as of the date of the Major Damage.

(iv) If this Agreement is not terminated in accordance with paragraphs (B) (ii) or (iii) and a casualty has damaged or destroyed any portion of the Shell and Core involving the Leased Space, the City will restore the Shell and Core to the condition existing on the Delivery Date, according to the original as-built plans and specifications. Upon completion of the City's Shell and Core restoration work, if any, Tenant must proceed to rebuild the Improvements as nearly as possible to the character of Improvements existing immediately before the occurrence.

(v) Before beginning to replace, repair, rebuild or restore Improvements, Tenant must deliver to the Commissioner a report of an independent consultant acceptable to the Commissioner setting forth:

- a. an estimate of the total cost of the Work;
- b. the estimated date upon which the Work will be substantially completed; and
- c. a statement to the effect that insurance proceeds are projected to

be sufficient to pay the costs of the Work.

(vi) The Commissioner will use commercially reasonable efforts to provide suitable temporary Relocation Space during the period of restoration subject to the reasonable approval of Tenant. Tenant must relocate the Concession operations to the temporary Relocation Space, and the costs associated with any such relocation, including moving expenses and the cost of reconstructing the Improvements in the temporary Relocation Space, must be borne by Tenant.

C. Tenant's Option. If the Leased Space or a portion of it is subject to Major Damage during the final three years of the Term, Tenant has the right, for a period of 60 days beginning on the date of the occurrence, to elect not to restore the affected Improvements as otherwise required under this Agreement by giving the Commissioner written notice of the election, in which event this Agreement will, as to the portion of the Leased Space, terminate upon the notice. If Tenant desires to rebuild the affected Leased Space, it may do so only upon the written approval of the Commissioner.

D. Insufficient Insurance. In no event will the City be obligated to repair, alter, replace, restore, or rebuild any Improvements, or any portion of them, nor to pay any of the costs or expenses for them. If Tenant's available insurance proceeds are not sufficient to cover the cost of the restoration as required under this Section, then Tenant is liable to complete the repairs at its own cost and expense, except as provided in (C) above.

5.7 City Resident Construction Worker Employment Requirement.

A. Use of Residents. In connection with and during the construction of any Work in excess of \$100,000 in Improvement Costs, Tenant and its Subcontractors must comply with the provisions of § 2-92-330 of the Municipal Code of the City of Chicago ("**Municipal Code**"), as amended from time to time concerning the minimum percentage of total construction worker hours performed by actual residents of the City. At least 50% of the total construction worker hours worked by persons on the site of the Work must be performed by actual residents of the City, and 7.5% of the total work hours (which may be included on the 50%) must be performed by project area residents: residents of neighborhoods surrounding the Airport. Tenant may request a reduction or waiver of this minimum percentage level of Chicagoans in accordance with standards and procedures developed by the Chief Procurement Officer of the City. In addition to complying with this percentage, Tenant and its Subcontractors are required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions. "**Actual residents of the City**" means persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment. Tenant and each Subcontractor (for purposes of this subsection, "**Employer**") must provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed. Each Employer will maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

B. Certified Payroll Reports. Weekly certified payroll reports (U.S. Department of

Labor Form WH-347 or equivalent) must be submitted by hard copy or electronically to the Commissioner and must identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

C. Inspection of Records. Each Employer must provide full access to its employment records to the Chief Procurement Officer, the Commissioner, and the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Each Employer must maintain all relevant personnel data and records for a period of at least 3 years after final acceptance of the Work. At the direction of the Commissioner, affidavits and other supporting documentation may be required of each Employer to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

D. Level of Effort. Efforts on the part of each Employer to provide utilization of actual Chicago residents that are not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer will not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

E. Shortfalls; Liquidated Damages. When the Work is completed, in the event that the City has determined that Tenant has failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1% of the aggregate hard construction costs of the Improvement Costs (the product of .0005 x such aggregate hard construction costs) (as evidenced by approved contract value for the actual contracts) must be surrendered by Tenant to the City as liquidated damages, and not as a penalty, in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly will result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Tenant and/or the Subcontractors to prosecution. The City may draw against the security any amounts that appear to be due to the City under this provision pending the City's determination as to the full amount of liquidated damages due on completion of the Work.

F. Nothing set forth in this section acts as a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents, as applicable.

G. Inclusion in Subcontracts. Tenant must cause or require the provisions of this section to be included in all construction Subcontracts related to the Work.

5.8 **Licensing of General Contractor.** This Agreement is subject to Chapter 4-36 of the Municipal Code which requires all persons acting as a general contractor (as defined in Chapter 4-36) to be licensed as a general contractor by the City. Tenant's failure to ensure that any general contractor working on Improvements complies with Chapter 4-36 will be an Event of Default.

5.9 **Prevailing Wages.** In connection with the construction, repair, and maintenance of Improvements, Tenant must comply with the applicable provisions of 820 ILCS 130/0.01 et seq. regarding the payment of prevailing wages, and the most recent Illinois Department of Labor schedule of prevailing wages, and any successors to them. Tenant must insert appropriate provisions in all Subcontracts covering construction work under this Agreement to ensure compliance of all construction Subcontractors with the foregoing wage statutes and regulations.

5.10 **Subcontractor Certifications.** Tenant must require all Subcontractors performing Work in connection with this Agreement to be bound by the following provision and Tenant must cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

"Subcontractor certifies and represents that Subcontractor and any entity or individual that owns or controls, or is controlled or owned by, or is under common control or ownership with Subcontractor is not currently indebted to the City and will not at any time during the Term be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Subcontractor acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to Subcontractor for services rendered in connection with the Agreement and, if the breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against the payments otherwise due to Subcontractor and/or the termination of Subcontractor for default (in which case Subcontractor will be liable for all excess costs and other damages resulting from the termination.)"

5.11 **MBE/WBE Compliance.** Tenant shall make good faith efforts to meet the following goals with respect to participation of Minority Business Enterprises/Woman-Owned Business Enterprises ("MBE/WBE") in the design (including professional services) and construction of Tenant's Improvements, respectively: (i) Design: 26% MBE and 6% WBE; and (ii) Construction: 26% MBE and 6% WBE. However, in consideration of the anticipated costs of the design and construction of the Concession, the City will accept a participation plan that meets a combined single *Design and Construction* goal of 26% MBE and 6% WBE

participation, which participation may be achieved with any combination of construction and design contracts. The Special Conditions and related forms used by the City in its own procurements are attached hereto as Exhibit 9 and should be used by Tenant's Contractors. Tenant must submit to the CMR completed Schedules C's and D's from its design and construction Contractors demonstrating their percentage MBE and WBE participation commitments, and their good faith efforts to achieve the foregoing goals if the commitments are less than those goals. Thereafter, Tenant must submit periodic reports to the CMR, in a form and frequency determined by the Commissioner, documenting its Contractors' compliance with their commitments.

ARTICLE 6 TERM OF AGREEMENT

6.1 **Term.** The term of this Agreement is the Term as defined in Article 3, unless this Agreement is terminated earlier in accordance with its terms.

6.2 **Holding Over.**

A. **With consent.** Any holding over after expiration of the Term with the written consent of the Commissioner constitutes a month-to-month lease on the same terms and conditions as this Agreement, including payment of the Rent attributable to the portion or portions of the Leased Space that Tenant continues to occupy. Thereafter, Tenant must surrender and vacate the Leased Space no later than the 30th day following notice from the Commissioner that the month-to-month holdover is terminated; Tenant's failure to do so shall be deemed a holding over without consent under (B).

B. **Without consent.** If Tenant continues to occupy all or a portion of the Leased Space without the written consent of the Commissioner after expiration or termination of this Agreement in its entirety, or as to any such portion of the Leased Space where the Lease under this Agreement has expired or terminated, the holding over constitutes a month-to-month lease on the same terms and conditions as this Agreement, except that Tenant must pay Rent for the entire holdover period for the Leased Space where the Lease has expired or been terminated at double the annual rate of the Rent payable for that Leased Space during the immediately preceding Lease Year. No occupancy of Leased Space by Tenant after the expiration or other termination of the Lease under this Agreement with respect to such Leased Space extends the Term of this Agreement or the Lease, except as a holdover tenancy. Also, in the event of such holdover tenancy, Tenant shall indemnify the City against all damages arising out of the Tenant's retention of occupancy, including but not limited to any costs incurred by the City to evict Tenant, and all insurance policies and letters of credit required to be obtained and maintained by Tenant as set forth in this Agreement shall continue in effect.

6.3 **Return of the Leased Space and Removal of Improvements.**

A. At the termination or expiration for any reason of this Agreement or the Lease as to any portion of the Leased Space, Tenant must promptly, peaceably, quietly and in good order quit, deliver up and return the Leased Space (or that portion as to which the Lease has

terminated, in the case of a partial termination) in good condition and repair, ordinary wear and tear and damage by fire or other casualty excepted.

B. Tenant must remove all Tenant personal property and proprietary trade fixtures from the Leased Space or the portions of the Leased Space before the date of termination or expiration. Any personal property or trade fixtures remaining in the Leased Space 48 hours after the date of termination or expiration shall be deemed abandoned, and the City may dispose of such personal property or trade fixtures in the Commissioner's sole discretion, and Tenant shall have no claim to the proceeds, if any, from such disposition.

C. Further, at the Commissioner's request (which request will be given in writing at least 30 days before the termination or expiration of the Term), Tenant must remove all Improvements installed by or for Tenant, or Tenant's agents, employees or Subcontractors, except for Improvements that the Commissioner may elect to require Tenant to leave in place (excluding proprietary property which Tenant shall retain and remove). As provided in Section 5.2, all Improvements are City property and, if not requested to be removed by the Commissioner, may be used by the City or a replacement tenant; provided, however, that all of Tenant's trade dress, service marks, trademarks and trade names shall be removed, obliterated or painted out in a commercially reasonable manner at Tenant's cost. If directed by the Commissioner to remove Improvements, Tenant must also cap off any plumbing or drains and remove, obliterate or paint out any and all of its signs, advertising and displays as the Commissioner or his designated representative may direct, and repair any holes or other damage left or caused by Tenant.

D. Tenant must repair any damage to the Leased Space caused by Tenant's removal of Tenant personal property, trade fixtures and Improvements. All the removal and repair required of Tenant under this section are at Tenant's sole cost and expense.

E. If Tenant fails to perform any of its foregoing obligations, then the Commissioner may cause the obligations to be performed by Department personnel or City contractors, and Tenant must pay the cost of the performance, together with interest thereon at the Default Rate from and after the date the costs were incurred until receipt of full payment therefor.

6.4 **Termination Due to Change in Airport Operations.** This Agreement, or the Lease of any affected Leased Space, is subject to termination by either party on 60 days' written notice in the event of any action by the FAA, the TSA or any other governmental entity or the issuance of an order by any court of competent jurisdiction which prevents or restrains the use of the Airport, the Terminals or a portion thereof that renders performance by either party in the Leased Space impossible, and which governmental action or court order remains in force and is not stayed by way of appeal or otherwise, for a period of at least 90 days, so long as the action or order is not the result of any Event of Default of Tenant.

6.5 **Eminent Domain.**

A. If the entirety of the Terminals or a substantial part of them, including the entire Leased Space, is taken by eminent domain by an authority other than the City, the Term of this Agreement will end upon the earlier of the date when possession is required by the condemning authority or the effective date of the taking.

B. If any eminent domain proceeding is instituted by an authority other than the City in which it is sought to take any part of the Airport or the Terminals, the taking of which would, in the good faith judgment of the Commissioner or Tenant, render it impractical or undesirable to conduct Concession operations on the remaining portion of the Leased Space for the intended purposes, the Commissioner and Tenant will each have the right to terminate this Agreement upon not less than 90 days' written notice to the other.

C. In the event of termination of this Agreement under either (A) or (B), all Rent accrued for the Leased Space in question prior to the termination date is payable to the City. However, the City shall have no obligation to pay Tenant any unamortized Improvement Costs for such Leased Space, and Tenant shall look solely to the condemning authority for any award of damages.

6.6 **Early Termination.** Notwithstanding anything to the contrary set forth in this Lease, the Commissioner may terminate this Agreement with respect to any or all of the Leased Space without cause for any reason, in the Commissioner's sole discretion, upon at least ninety (90) days prior written notice to Tenant. Upon the effective date set forth in such notice, Tenant shall surrender and vacate that portion of Leased Space as to which this Agreement is being terminated as if the Agreement had expired on that date with respect to such Leased Space. In the event of such early termination, the City shall pay to Tenant a "Leased Space Termination Payment", which shall be defined herein to include the following: (i) a sum equal to the unamortized balance of Tenant's Improvement Costs with respect to the Leased Space being terminated, depreciated using the monthly straight-line method over the term of the lease commencing on the Date of Beneficial Occupancy of the Leased Space being terminated; and (ii) a sum equal to Gross Revenues earned by Tenant from the Leased Space being terminated during the four (4)-month period immediately preceding the termination date, less the Rent payable to the City for that period. Upon Tenant's receipt of the Leased Space Termination Payment and vacation of the Leased Space, the City and Tenant shall thereafter be released from any and all obligations under this Agreement with respect to the Leased Space except for such obligations which are expressly stated to survive the expiration or earlier termination of this Agreement.

ARTICLE 7 RENT AND FEES

7.1 **Rent Payable.**

A. In consideration of Tenant's Lease of the Leased Space and the License to operate its Concession in the Leased Space and the associated rights and privileges granted in this Agreement, Tenant must pay the following, without notice or demand, as rent and fees

(collectively, “**Rent**”) as follows:

(i) Base Rent: Beginning as of the Delivery Date of any portion of the Leased Space, the Base Rent for such Leased Space as set forth on Exhibit 2. The initial Base Rent applicable to each Leased Space will increase in each succeeding License Year by 3% following the initial License Year compounded annually. The annual Base Rent is payable in monthly installments and will be prorated for any partial Lease Year.

(ii) License Fee. Beginning as of the first Date of Beneficial Occupancy of a Retail Space, an amount equal to the greater of a. or b.:

- a. Percentage Fee. The “**Percentage Fee**” is an amount equal to the product of the Percentage Fee Rates and Gross Revenues.
- b. Minimum Annual Guarantee. There is no “**Minimum Annual Guarantee (MAG)**” or “**MAG**” for the first and second Lease Years of the Term. The Minimum Annual Guarantee will be established beginning in the third Lease Year at an amount equal to 85% of the Percentage Fee payable in the second Lease Year. In the subsequent Lease Years of the Term, the MAG will equal 85% of the Percentage Fee calculated for the prior Lease Year but will never be less than the MAG established in the third Lease Year.

In the event the Leased Space is comprised of two or more distinct Retail Spaces that are opening for Concession operations on different dates, then Exhibit 2 must apportion the MAG payable for the entire Agreement among the various Retail Spaces. The MAG for each Retail Space shall become payable upon its DBO, prorated for any partial year. Upon the DBO of the final Retail Space, the entire MAG shall be payable, prorated for any partial year.

(iii) Pre-Construction License Fee. In the event Tenant conducts, with the Commissioner’s approval, concession operations in any portion of the Retail Space prior to the construction of the Improvements, then the “**Pre-Construction License Fee**” is an amount equal to 20% of Gross Revenues during each calendar month (or portion thereof) from the Delivery Date through the DBO of the Retail Space.

(iv) Additional Rent. The Marketing Fee and Distribution Fee, if any, and any other charges payable to the City under this Agreement that are identified as Additional Rent. Failure by Tenant to pay Rent, or any portion thereof, when due is an Event of Default.

B. Impositions. Tenant must timely pay, as and when due, any and all taxes, assessments, fees, and charges levied, assessed or imposed by a governmental unit upon this Agreement, the Leased Space, Tenant’s leasehold, Tenant’s Concession business or upon Tenant’s personal property, including but not limited to all permit fees and charges of a similar nature for Tenant’s conduct of any business or undertaking in the Leased Space (collectively, “**Impositions**”). Tenant must provide the Concession Management Representative with copies

of any business licenses or permits required for the Tenant to operate the Concession. Tenant must provide Commissioner a copy of all notices relating to leasehold taxes on the Leased Space within 30 days after receipt and must provide the Commissioner with a receipt indicating payment of leasehold taxes on the Leased Space when due. Nothing in this Agreement precludes Tenant from contesting the amount of an Imposition, including those taxes or charges enacted or promulgated by the City, but unless otherwise allowed by the entity imposing the tax or charge, Tenant must pay the tax or charge pending the judicial or administrative decision on the Tenant's contest. Failure of Tenant to pay any Imposition when due, except to the extent that Tenant is allowed to withhold payment while contesting the amount of the Imposition, will constitute an Event of Default. As provided in Section 4.1, Tenant acknowledges that the leasehold created under this Agreement is taxable, and while Tenant may contest the amount of the leasehold tax, Tenant shall not contest its applicability.

C. Rent under this Agreement is not considered to be a tax and is independent of any Imposition levied by the City on the Tenant's business. Further, the payment of the Rent under this Agreement is independent of each and every other covenant and agreement contained in this Agreement, and Tenant must pay all Rent without any set off, abatement, counterclaim or deduction whatsoever except as otherwise expressly provided in this Agreement. If Tenant is directed to move its Concession operations to a Relocation Space, and the City determines that the affected Retail Space is to be closed before completion of the Improvements in the Relocation Space, then adjustments will be made to the Minimum Annual Guarantee until Tenant begins Concession operations in the Relocation Space. Such adjustments will be in the same proportion as the Gross Revenues attributable to the Retail Space to be closed bears to the Gross Revenues for the entire Retail Space to which the Minimum Annual Guarantee applies. If actual Gross Revenue amounts are not available, the adjustment will be made based on the MAG per location estimates in Exhibit 2.

7.2 Time of Payments.

A. On or before the first day of each calendar month, prorated for any partial calendar month, beginning on the Delivery Date of the first Leased Space and continuing throughout the Term, Tenant must pay to the City the monthly installment of Base Rent owed pursuant to Section 7.1(A)(i).

B. On or before the first day of each calendar month, prorated for any partial calendar month, beginning on the DBO of the first Leased Space and continuing throughout the Term, Tenant must pay to the City:

(i) that portion of the Minimum Annual Guarantee as may be due pursuant to Section 7.1(A)(ii)(b);

C. On or before the 15th day of each month, beginning the month following the month in which the DBO of the first Leased Space occurs, Tenant must pay the City:

(i) the amount, if any, by which the actual Percentage Fee for the preceding month pursuant to Section 7.1(A)(ii)(a) exceeds the Minimum Annual Guarantee payment that was made on the first day of the month;

(ii) the Marketing Fee, Distribution Fee and additional rent, if any, based on the Gross Revenues of the preceding month or pre-determined amount; and

(iii) any other charges payable to the City.

D. If the annual statement of Gross Revenues indicates that the Percentage Fee attributable to the preceding Lease Year exceeds the amount of all payments made by Tenant to the City for the Lease Year in question, then Tenant must pay the amount of the underpaid Percentage Fee to the City upon the submission of the annual statement of Gross Revenues. If the annual statement of Gross Revenues indicates that the Percentage Fee attributable to the preceding Lease Year is less than the amount of all License Fee payments made by Tenant to the City for the period in question, but the Percentage Fee still exceeds the MAG for that Lease Year, then Tenant will receive a credit against the next License Fee payment due under this Agreement for the amount by which the License Fee actually paid by Tenant exceeded the Percentage Fee attributable to the period.

7.3 **Material Underpayment or Late Payment.** Without waiving any other remedies available to the City, if:

(i) Tenant underpaid Rent due in any calendar year by more than 5%, or

(ii) Tenant failed to make any Rent payments within 5 days of the date due, then Tenant must pay, in addition to the amount due the City as Rent, interest on the amount of underpayment or late payment at the Default Rate. Interest on the amount underpaid accrues from the date on which the original payment was due until paid in full and shall be considered Additional Rent. The provision for the payment of interest does not constitute an authorization by the City of underpayment or late payment.

7.4 **Reports.**

A. Monthly. Tenant must furnish to the Commissioner on or before the 15th day of each calendar month falling wholly or in part within the Term of this Agreement a complete statement, certified by Tenant, of the amount of Gross Revenues derived from each Retail Space by Tenant during the preceding month.

B. Daily and/or Weekly. Tenant will furnish to the Commissioner daily and/or weekly sales reports, if requested, breaking down all sales and Gross Revenues by day, daypart (breakfast, lunch, dinner and late/overnight), selling category and by each separate Retail Space. If so requested, Tenant will provide Commissioner with statistical information regarding the number and type of transactions occurring at each Retail Space, in the form specified by the Commissioner. In addition to providing the City the foregoing daily and/or weekly reports, if requested, Tenant shall make all such reports available in an electronic,

searchable format acceptable to the City. The City may require Tenant to provide such electronic, searchable reports more or less frequently than other reports requested pursuant to this subsection.

C. Annually or more often.

(i) Tenant also must furnish to Commissioner no later than March 1 of each Lease Year falling wholly or in part within the Term of this Agreement, and within 120 days after the expiration or termination of this Agreement, a complete statement of revenues certified by an independent certified public accountant engaged by Tenant, showing in all reasonable detail the amount of Gross Revenues made by Tenant in, on or from the Leased Space during the preceding Lease Year and copies of all returns and other information filed with respect to Illinois sales and use taxes as well as such other reasonable financial and statistical reports as the Commissioner may, from time to time, require by written notice to Tenant.

(ii) The annual statement must include a breakdown of Gross Revenues on a month-by-month basis and an opinion of an independent certified public accountant that must include the following language, or language of similar purport:

"We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago by [] for the year ended _____ relating to its operations at the Terminals pursuant to an Agreement dated ____, . Our examination was made in accordance with generally accepted accounting principles and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement showing gross revenues of \$ _____ presents accurately the amount of Gross Revenues, as defined in the Agreement, for the year ended__."

D. All such reports and statements must be prepared on a form approved by the Commissioner and must, among other things, provide a breakdown of the Gross Revenues by category of Products and an analysis of all Percentage Fees due and payable to the City with respect to the period in question. If Tenant fails to timely furnish to the Commissioner any monthly or annual statement required under this Agreement or if the independent certified public accountant's opinion is qualified or conditioned in any manner, the Commissioner has the right (but is not obligated) without notice, to conduct an audit of Tenant's books and records and to prepare the statements at Tenant's expense. Tenant must also provide the Commissioner with such other financial or statistical reports and information concerning the Leased Space or any part thereof, in the form as may be reasonably required from time to time by the Commissioner.

7.5 **Books, Records and Audits.**

A. Except as provided below, Tenant must prepare and maintain at its office full, complete and proper books, records and accounts in accordance with generally accepted accounting procedures relating to and setting forth the Gross Revenues, including but not limited to Gross Revenues generated by sales of Products for cash, debit, check, gift certificate, credit, or any other form of compensation, and must require and cause its operations personnel to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant. The books and source documents to be kept by Tenant must include true copies of all federal, state and local tax returns filed with respect to Tenant's Concession operation and reports, records of inventories and receipts of Products, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the Leased Space by Tenant and any other persons conducting business in or from the Leased Space. Pertinent original sales records must include the following documents or their auditable electronic equivalents:

- (i) cash register tapes, including tapes from temporary registers,
- (ii) serially pre-numbered sales slips,
- (iii) the original records of all mail and telephone orders at and to the Leased Space,
- (iv) original records indicating that Products returned by customers was purchased at the Leased Space by the customers,
- (v) memorandum receipts or other records of Products taken out on approval,
- (vi) detailed original records of any exclusions or deductions from Gross Revenues,
- (vii) sales tax records, and
- (viii) such other sales records, if any, that would normally be examined by an independent accountant under accepted auditing standards in performing an audit of Tenant's Gross Revenues.

B. Tenant must record at the time of each sale or other transaction, all receipts, whether in physical form or electronic, from the sale or other transaction. The books, records and accounts, including any sales tax reports that Tenant may be required to furnish to any government or governmental agency, must at all reasonable times be open to the inspection (including the making of copies or extracts) of the Commissioner, the Commissioner's auditor or other authorized representative or agent at the Leased Space or Tenant's other offices in Chicago for a period of at least three (3) years after the expiration of each calendar year falling wholly or in part within the Term.

C. The acceptance by the Commissioner of payments of any Percentage Fee is without prejudice to the Commissioner's right to conduct an examination of the Tenant's books and records relating to Gross Revenues and of inventories of Products at the Retail Space, in order to verify the amount of Gross Revenues made in and from the Retail Space.

D. After providing Tenant at least 3 days prior oral or written notice, the

Commissioner may inspect the books and records of Tenant. Further, at its option, the Commissioner may at any reasonable time, upon no less than 10 days prior written notice to Tenant cause a complete audit to be made of Tenant's entire records relating to the Retail Space for the period covered by any statement issued by Tenant as above set forth. If the audit discloses that Tenant's statement of Gross Revenues is understated to the extent of:

(i) 3% or more, Tenant must promptly pay the City the cost of the audit in addition to the deficiency (and any interest on the deficiency at the Default Rate), which deficiency is payable in any event, and if

(ii) 5% or more, an Event of Default is considered to have occurred, and in addition to all other remedies available under this Agreement, at law, or in equity, the Commissioner has the right to terminate this Agreement immediately upon giving notice to Tenant, without any opportunity for Tenant to cure.

In addition to the foregoing, and in addition to all other remedies available to the City, if Tenant or the City's auditor schedules a date for an audit of Tenant's records and Tenant fails to be available or otherwise fails to comply with the reasonable requirements for the audit, Tenant must pay all reasonable costs and expenses associated with the scheduled audit.

7.6 **Revenue Control.** Upon the request of the Commissioner Tenant must make available monthly sales data for each Retail Space ("**Point of Sale Data**"), reflecting the amount of each sales transaction, items sold per transaction, time and date of the transaction, and specifying the sales category applicable to each item sold. At such time, if any, as computerized Point of Sale Data systems ("**POS Systems**") have been developed to a point where the Commissioner deems it necessary or desirable to install such a POS System, then Tenant must upon request and at its own expense, install such a POS System in the Retail Space or, if it already uses such a system, must use reasonable efforts to promptly cause the system to conform to the City's POS System, provided, in no event shall Tenant be required to disclose customer data in contravention of applicable laws. Tenant shall be given a reasonable amount of time, not to exceed one year, to accomplish the foregoing.

7.7 **Lien.** In addition to any liens as may arise under Illinois law, the City has a contractual lien under this Agreement on all property, including Tenant personal property located on the Leased Space, but excluding any Products that is subject to floor plan financing, as security for non-payment of any Rent due.

ARTICLE 8 INSURANCE, INDEMNITY AND SECURITY

8.1 **Insurance.** Tenant must, at its sole expense, procure and maintain at all times during the Term of this Agreement, and during any time period following expiration or termination of this Agreement during which Tenant is holding over or Tenant is required to return to the Leased Space for any reason whatsoever, the types of insurance specified in Exhibit 7 covering all operations under this Agreement, with insurance companies authorized to do business in the State of Illinois.

8.2 Indemnification.

A. Except where this indemnity clause would be found to be inoperative or unenforceable under the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq. (“**Anti-Indemnity Act**”), Tenant must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees, from and against any and all Losses.

B. “**Losses**” means, individually and collectively, liabilities of every kind, including losses, damages, and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Tenant, its employees, agents, subtenants, and Subcontractors.

C. At the City Corporation Counsel’s option, Tenant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Tenant of any of its obligations under this Agreement. Tenant must not make any settlement without the prior written consent to it by the City Corporation Counsel if the settlement requires any action on the part of the City or in any way involving the Airport.

D. To the extent permissible by law, Tenant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any limits applicable to a claim by any employee of Tenant that may be subject to the Workers’ Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The waiver, however, does not require Tenant to indemnify the City for the City’s own negligence to the extent doing so would violate the Anti-Indemnity Act. The City, however, does not waive any limitations it may have on its liability under the Worker’s Compensation Act or under the Illinois Pension Code.

E. The indemnities contained in this section survive expiration or termination of this Agreement, for matters occurring or arising during the Term of this Agreement or as the result of or during the holding over of Tenant beyond the Term. Tenant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Tenant’s duties under this Agreement, including the insurance and Security requirements.

8.3 Security

A. Form of Security.

(i) Tenant must deliver to the City no later than the earlier to occur of: a) 30 business days after the Effective Date or b) the Delivery Date for the first Leased Space, an irrevocable,

unconditional sight draft Letter of Credit in favor of the City. The face amount of the Letter of Credit and any replacements or renewals of it must be maintained by Tenant, through and including the date that is 180 days after the expiration of the Term or termination of this Agreement, as follows: the face amount of the Letter of Credit must equal a) until the third full Lease Year of the Term, \$25,000, and b) during and after the third full Lease Year of the Term, 25% of third full Lease Year MAG in the form of an irrevocable letter of credit issued in favor of the City or a cash deposit. If a letter of credit is provided as the form security, it will be required to be adjusted throughout the Term, as the MAG increases or decreases. The Letter of Credit must be in the form set forth in Exhibit 6 or as otherwise approved by the Corporation Counsel.

(ii) In lieu of the Letter of Credit, Tenant may provide cash or a cashier's check in the same amount for immediate deposit in the City's accounts. The Letter of Credit, cash or cashier's check, as applicable, is referred to in this Agreement as the "**Security**." The original Letter of Credit, and all replacements of it, must be issued with an expiry date of at least one year after their respective dates of issuance. The Security secures the faithful performance by Tenant of all of Tenant's obligations under this Agreement. The Commissioner is entitled to draw on any such Letter of Credit unless proof of renewal of the Letter of Credit or a replacement Letter of Credit in form and substance satisfactory to the Comptroller has been furnished to the Commissioner at least 30 days before its expiration date. The City will hold the proceeds as a cash Security to secure the full and faithful performance of Tenant's obligations under this Agreement. The Commissioner is not obligated to pay or credit Tenant with interest on any Security.

(iii) The Commissioner also is entitled to draw on the Letter of Credit in whole or in part upon the occurrence of an Event of Default, which such Event of Default remains uncured after any applicable cure period, in which event the Commissioner is entitled to apply or retain all or any part of the proceeds of it or any cash or other Security deposited by Tenant and held by the City for the payment of any obligation of Tenant arising before or after the Event of Default; provided, the Commissioner is not entitled to draw on the Letter of Credit if such Event of Default permits cure and has been cured.

(iv) The Letter of Credit must provide that the Commissioner may draw upon the Letter of Credit in whole or in part upon the delivery by the Commissioner to the issuer of the Letter of Credit of a demand for payment, purportedly signed by the Commissioner, together with a written statement that the Commissioner is entitled to draw upon the Letter of Credit under the terms of this Agreement. If amounts are drawn upon the Letter of Credit or amounts of a cash Security are applied by the Commissioner in accordance with the terms of this Agreement, Tenant must reinstate the Letter of Credit or cash Security to its full amount required in this Agreement within 5 days following notification by the Commissioner of the City's draw upon the Letter of Credit or use of the cash Security. The rights reserved to the Commissioner or the City under the Letter of Credit or any cash Security are in addition to any rights they may have under this Agreement or under law.

B. Qualified Issuers. The Letter of Credit called for in this Agreement must be issued by companies or financial institutions having a rating of "A" or better as determined by Standard and Poor's or by Moody's Investors Service, Inc., or a net worth of at least \$500,000,000, and must have an office in Chicago where the Commissioner may draw on the Letter of Credit. The Commissioner also reserves the right to order Tenant to immediately close some or all of the Leased Space until the Letter of Credit is in place and effective.

C. Right to Require Replacement of Letter of Credit. If the financial condition of any Letter of Credit issuer issuing the Letter of Credit materially and adversely changes, the Commissioner may, at any time, require that the Letter of Credit be replaced with a Letter of Credit from another institution and in accordance with the requirements set forth in this section.

D. No Excuse from Performance. None of the provisions contained in this Agreement nor in the Letter of Credit required under this Agreement excuse Tenant from faithfully performing in accordance with the terms and conditions of this Agreement or limit the liability of Tenant under this Agreement for any and all damages in excess of the amounts of the Letter of Credit.

E. Non-Waiver. Notwithstanding anything to the contrary contained in this Agreement, the failure of the Commissioner to draw upon the Letter of Credit required under this Agreement or to require Tenant to replace the Letter of Credit at any time or times when the Commissioner has the right to do so under this Agreement does not waive or modify the Commissioner's rights to draw upon the Letter of Credit and to require Tenant to maintain or, as the case may be, replace the Letter of Credit, all as provided in this Section.

ARTICLE 9 DEFAULT, REMEDIES AND TERMINATION

9.1 Events of Default. The following (A) through (N) constitute Events of Default by Tenant under this Agreement. The Commissioner will notify Tenant in writing of any event that the Commissioner believes to be an Event of Default. Tenant will be given an opportunity to cure the Event of Default within a reasonable period of time, as determined by the Commissioner, but not to exceed 30 days after written notice of the Event of Default; provided, that (i) if a provision of this Agreement provides for a different cure period for a particular Event of Default, that different cure period will apply; (ii) if a provision of this Agreement does not expressly allow a right to cure a particular Event of Default, there will be no right to cure; and (iii) if neither (i) or (ii) apply and if the promise, covenant, term, condition or other non-monetary obligation or duty cannot be cured within the time period granted by the Commissioner, but Tenant promptly begins and diligently and continuously proceeds to cure the failure within the time period granted and after that continues to diligently and continuously proceed to cure the failure, and the failure is reasonably susceptible of cure within 45 days from delivery of the notice, Tenant will have the additional time, not in any event to exceed 45 days, to cure the failure.

A. Any material misrepresentation made by Tenant to the City in the inducement

to City to enter this Agreement or in the performance of this Agreement. There is no right to cure this Event of Default.

B. Tenant's failure to make any payment in full when due under this Agreement and failure to cure the default within five days after the City gives written notice of the non-payment to Tenant. In addition, Tenant's failure to make any such payment within five days after the written notice more than three times in any Lease Year constitutes an Event of Default without the necessity of the City giving notice of the fourth failure to Tenant or allowing Tenant any opportunity to cure it.

C. Tenant's failure to promptly and fully keep, fulfill, comply with, observe, or perform any promise, covenant, term, condition or other non-monetary obligation or duty of Tenant contained in this Agreement.

D. Tenant's failure to promptly and fully perform any obligation or duty, or to comply with any restriction of Tenant contained in this Agreement concerning Transfer or Change in Ownership, whether directly or indirectly, of Tenant's rights or interests in this Agreement or of the ownership of Tenant.

E. Tenant's failure to provide or maintain the insurance coverage required under this Agreement (including any material non-compliance with the requirements) and the failure to cure the Event of Default within two days following oral or written notice from the Commissioner; or, if the noncompliance is non-material, the failure to cure the Event of Default within 20 days after the Commissioner gives written notice. The Commissioner, in the Commissioner's sole discretion, will determine if noncompliance is material.

F. Tenant's failure to conduct Concession operations in any Retail Space at all times Tenant is required to do so under this Agreement.

G. Tenant's failure to comply with the Value Pricing policy.

H. Tenant's failure to begin or to complete its Improvements on a timely basis or to timely open for business in the Leased Space or any portion of it as required herein.

I. An Event of Default by Tenant or any Affiliate under any other agreement it may presently have or may enter into with the City during the Term of this Agreement and failure to cure the default within any applicable cure period.

J. Tenant or Guarantor, if any, does any of the following and the action affects Tenant's ability to carry out the terms of this Agreement:

(i) becomes insolvent, as the term is defined under Section 101 of the Bankruptcy Code as amended from time to time; or

(ii) fails to pay its debts generally as they mature; or

(iii) seeks the benefit of any present or future federal, state or foreign insolvency statute; or

(iv) makes a general assignment for the benefit of creditors, or

(v) files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any State or any foreign jurisdiction; or

(vi) consents to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property.

K. An order for relief is entered by or against Tenant or Guarantor (if any) under any chapter of the Bankruptcy Code or similar law in any foreign jurisdiction and is not stayed or vacated within 60 days following its issuance.

L. Tenant is dissolved.

M. A violation of law that results in a guilty plea, a plea of nolo contendere, guilty finding, or conviction of a criminal offense, by Tenant, or any of its directors, officers, partners or key management employees directly or indirectly relating to this Agreement, and that may threaten, in the sole judgment of Commissioner, Tenant's performance of this Agreement in accordance with its terms.

N. Any failure to perform, act, event or omission that is specifically identified as an Event of Default elsewhere in this Agreement.

9.2 **Remedies.**

If an Event of Default occurs and is not cured by Tenant in the time allowed, in addition to any other remedies provided for in this Agreement, including the remedy of Self-help as provided in Section 9.3, the City through the Commissioner or other appropriate City official may exercise any or all of the following remedies:

A. Terminate this Agreement with respect to all or a portion of the Leased Space and exclude Tenant from that part of the Leased Space affected by the termination. If the Commissioner elects to terminate this Agreement, the Commissioner may, at the Commissioner's sole option, serve notice upon Tenant that this Agreement ceases and expires and becomes absolutely void with respect to the Leased Space or that part identified in the notice on the date specified in the notice, to be no less than five days after the date of the notice, without any right on the part of Tenant after that to save the forfeiture by payment of any sum due or by the performance of any term, provision, covenant, agreement or condition broken. At the expiration of the time limit in the notice, this Agreement and the Term of this Agreement, as well as the right, title and interest of Tenant under this Agreement, wholly ceases and expires and becomes void with respect to the Leased Space identified in such notice in the same manner

and with the same force and effect (except as to Tenant's liability) as if the date fixed in the notice were the date in this Agreement stated for expiration of the Term with respect to the Leased Space identified in such notice.

B. Recover all Rent, including Additional Rent and any other amounts due that have accrued and are then due and payable and also all damages available at law or under this Agreement. If the Agreement is terminated, whether in its entirety or with respect to a part of the Leased Space, the damages will include damages for the balance of the scheduled Term, based upon any and all amounts that Tenant would have been obligated to pay for the balance of the Term with respect to the Leased Space, or if this Agreement is terminated with respect to a portion of the Leased Space, that portion of the Leased Space affected by the termination, calculated as provided in this Agreement or, if not fixed, as reasonably estimated and prorated among the various portions of the Leased Space. In determining the amount of damages for the period after termination, the Commissioner may make the determination based upon the sum of any future payments that would have been due to the City, for the full Lease Year immediately before the Event of Default. All amounts that would have been due and payable after termination for the balance of the Term with respect to all or a portion of the Leased Space must be discounted to present value at the Default Rate existing as of the date of termination. The Commissioner may declare all amounts to be immediately due and payable.

C. At any time after the occurrence of any uncured Event of Default, whether or not the Lease under this Agreement has been terminated, reenter and repossess the Leased Space and/or any part of it with or without process of law, so long as no undue force is used, and the City has the option, but not the obligation, to re-lease all or any part of the Leased Space. The City, however, is not required to accept any Tenant proposed by Tenant or to observe any instruction given the City about such a re-lease. The failure of the City to re-lease the Leased Space or any part or parts of it does not relieve or affect Tenant's liability under this Agreement nor is the City liable for failure to re-lease. Reentry or taking possession of the Leased Space does not constitute an election on the City's part to terminate this Agreement unless a written notice of the election by the Commissioner is given to Tenant. Even if the City re-leases without termination, the Commissioner may at any time thereafter elect to terminate this Agreement for any previous uncured Event of Default. For the purpose of re-leasing, the Commissioner may decorate or make repairs, changes, alterations or additions in or to the Leased Space to the extent deemed by the Commissioner to be desirable or convenient, and the cost of the decoration, repairs, changes, alterations or additions will be charged to and payable by Tenant as Additional Rent under this Agreement. Any sums collected by the City from any new Tenant obtained on account of Tenant will be credited against the balance of the Rent due under this Agreement. Tenant must pay the City monthly, on the days when payments of Rent would have been payable under this Agreement, the amount due under this Agreement less the amount obtained by the City from the new Tenant, if any.

D. Enter upon the Leased Space, distraint upon and remove from it all inventory, equipment, machinery, trade fixtures and personal property of any kind or nature, whether owned by Tenant or by others, and to proceed without judicial decree, writ of execution or

assistance or involvement of constables or the City's and Tenant's officers, to conduct a private sale, by auction or sealed bid without restriction. Tenant waives the benefit of all laws, whether now in force or later enacted, exempting any of Tenant's property on the Leased Space or elsewhere from distraint, levy or sale in any legal proceedings taken by the City to enforce any rights under this Agreement.

E. Seek and obtain specific performance, a temporary restraining order or an injunction, or any other appropriate equitable remedy.

F. Seek and obtain money damages; including special, exemplary, incidental and consequential damages.

G. Deem Tenant and Affiliates non-responsible in future contracts or concessions to be awarded by the City.

H. Declare Tenant and Affiliates in default under any other existing contracts or agreements they might have with the City and to exercise any remedies available under those other contracts or agreements.

I. Accept the assignment of any and all Subcontracts between Tenant and the design and construction Subcontractors.

J. Require Tenant to terminate a Subcontractor that is causing breaches of this Agreement.

9.3 **Commissioner's Right to Perform Tenant's Obligations.**

A. Upon the occurrence of an Event of Default that Tenant has failed to cure in the time provided, the Commissioner may, but is not obligated to, make any payment or perform any act required to be performed by Tenant under this Agreement in any manner deemed expedient by the Commissioner for the purpose of correcting the condition that gave rise to the Event of Default ("**Self-help**"). The Commissioner's inaction never constitutes a waiver of any right accruing to the City under this Agreement nor do the provisions of this section or any exercise by the Commissioner of Self-help under this Agreement cure any Event of Default. Any exercise of Self-help does not limit the right of any other City department or agency to enforce applicable City ordinances or regulations.

B. The Commissioner, in making any payment that Tenant has failed to pay:

(i) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim;

(ii) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien that may be asserted; and

(iii) in connection with the completion of construction, furnishing or equipping of the Leased Space or the licensing, operation or management of the Leased Space or the payment of any of its operating costs, may do so in such amounts and to such persons as the Commissioner may deem appropriate.

Nothing contained in this Agreement requires the Commissioner to advance monies for any purpose.

C. If Tenant fails to perform its obligations under this Agreement to maintain and operate the Leased Space in accordance with specified standards within 3 days following written notice from the Commissioner, or in the event of a serious health or safety concern or in an emergency (in which case no notice is required) the Commissioner may, but is not obligated to, direct the Department to perform or cause the performance of any such obligation in any manner deemed expedient by the Commissioner for the purpose of correcting the condition in question.

D. All sums paid by the City under the provisions of this Section and all necessary and incidental costs, expenses and reasonable attorneys' fees in connection with the performance of any such act by the Commissioner, together with interest thereon at the Default Rate, from the date of the City's payment until the date paid by Tenant, are deemed Additional Rent under this Agreement and are payable to the City within 10 days after demand therefor, or at the option of the Commissioner, may be added to any Rent then due or later becoming due under this Agreement, and Tenant covenants to pay any such sum or sums with interest at the Default Rate.

9.4 Effect of Default and Remedies

A. Tenant, for itself and on behalf of any and all persons claiming through or under it (including creditors of all kinds), waives and surrenders all right and privilege that they or any of them might have under or by reason of any present or future law, to redeem the Leased Space or to have a continuance of this Agreement for the Term, as it may have been extended, after having been dispossessed or ejected by process of law or under the terms of this Agreement or after the termination of this Agreement as provided in this Agreement.

B. The City's waiver of any one right or remedy provided in this Agreement does not constitute a waiver of any other right or remedy then or later available to the City under this Agreement or otherwise. A failure by the City or the Commissioner to take any action with respect to any Event of Default or violation of any of the terms, covenants or conditions of this Agreement by Tenant will not in any respect limit, prejudice, diminish or constitute a waiver of any rights of the City to act with respect to any prior, contemporaneous or later violation or Event of Default or with respect to any continuation or repetition of the original violation or Event of Default. The acceptance by the City of payment for any period or periods after an Event of Default or violation of any of the terms, conditions and covenants of this Agreement does not constitute a waiver or diminution of, nor create any limitation upon any

right of the City under this Agreement to terminate this Agreement for subsequent violation or Event of Default, or for continuation or repetition of the original violation or Event of Default. Tenant has no claim of any kind against the City by reason of the City's exercise of any of its rights as set forth in this Agreement or by reason of any act incidental or related to the exercise of rights.

C. All rights and remedies of the City under this Agreement are separate and cumulative, and none excludes any other right or remedy of the City set forth in this Agreement or allowed by law or in equity. No termination of this Agreement or the taking or recovery of the Leased Space deprives the City of any of its remedies against Tenant for Rent, including Additional Rent or other amounts due or for damages for the Tenant's breach of this Agreement. Every right and remedy of the City under this Agreement survives the expiration of the Term or the termination of this Agreement.

ARTICLE 10 SPECIAL CONDITIONS

10.1 **Warranties and Representations.** In connection with the execution of this Agreement, Tenant warrants and represents statements (A) through (L) below are true as of the Effective Date. If during the Term there is any change in circumstances that would cause a statement to be untrue, Tenant must promptly notify the Commissioner in writing. Failure to do so will constitute an Event of Default. Tenant must incorporate all of the provisions set forth in this Section 10.1 in all Subcontracts entered into with any suppliers of materials, furnishers of services, Subcontractors, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any materials, labor or services in connection with this Agreement, such that the parties warrant, represent and covenant to Tenant as to the matters set forth in this Section. Tenant must cause its Subcontractors to execute those affidavits and certificates that may be necessary in furtherance of these provisions. The certifications must be attached and incorporated by reference in the applicable agreements. If any Subcontractor is a partnership or joint venture, Tenant must also include provisions in its Subcontract ensuring that the entities comprising the partnership or joint venture are jointly and severally liable for its obligations under it.

A. Tenant is financially solvent; Tenant holds itself to very high standards of quality and professionalism; Tenant and each of its employees and agents are competent to perform as required under this Agreement; this Agreement is feasible of performance by Tenant in accordance with all of its provisions and requirements; Tenant has the full power and is legally authorized to perform or cause to be performed its obligations under this Agreement under the terms and conditions stated in this Agreement; and Tenant can and will perform, or cause to be performed, all of its obligations under this Agreement in accordance with the provisions and requirements of this Agreement

B. Tenant is qualified to do business in the State of Illinois; and Tenant has a valid current business privilege license to do business in the State of Illinois and the City of Chicago, if required by applicable law.

C. The person signing this Agreement on behalf of Tenant has been duly authorized to do so by Tenant; all approvals or consents necessary in order for Tenant to execute and deliver this Agreement have been obtained; and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated, nor the fulfillment of or compliance with the terms and conditions of this Agreement:

(i) conflict with or result in a breach, default or violations of: Tenant's organizational documents; any law, regulation, ordinance, court order, injunction, or decree of any court, administrative agency or governmental body, or any lease or permit; or any of the terms, conditions or provisions of any restriction or any agreement or other instrument to which Tenant is now a party or by which it is bound; or

(ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Tenant under the terms of any instrument or agreement.

D. There is no litigation, claim, investigation, challenge or other proceeding now pending or, to Tenant's knowledge after due and complete investigation, threatened, challenging the existence or powers of Tenant, or in any way affecting its ability to execute or perform under this Agreement or in any way having a material adverse effect on the operations, properties, business or finances of Tenant.

E. This Agreement constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and other laws affecting creditors' rights and remedies generally and by the application of equitable principles.

F. No officer, agent or employee of the City is employed by Tenant or has a financial interest directly or indirectly in this Agreement, a Subcontract under it, or the compensation to be paid under it except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code and as may otherwise be permitted by law.

G. Tenant has not and will not knowingly used the services of any person or entity for any purpose in its performance under this Agreement, when such person or entity is ineligible to perform services under this Agreement or in connection with it, as a result of any local, state or federal law, rule or regulation, or when such person or entity has an interest that would conflict the performance of services under this Agreement.

H. There was no broker instrumental in consummating this Agreement and no conversations or prior negotiations were had with any broker concerning the rights granted in this Agreement with respect to the Leased Space. Tenant shall hold the City harmless against any claims for brokerage commission arising out of any conversations or negotiations had by Tenant with any broker.

I. Neither Tenant nor any Affiliate of Tenant 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 with which the City may not do business under applicable law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, and Entity List, and the Debarred List.

J. Tenant, and to the best of Tenant's knowledge, its Affiliates, Subcontractors, any of their respective owners holding 7.5% or more beneficial ownership interest, and any of Tenant's directors, officers, members, or partners:

(i) currently have no interest, directly or indirectly, that conflicts in any manner or degree with Tenant's performance under this Agreement and will not at any time during the Term have any interest nor acquire any interest, directly or indirectly, that conflicts or would or may conflict in any manner or degree with Tenant's performance under this Agreement;

(ii) have no outstanding parking violation complaints or debts, as the terms are defined in Section 2-92-380 of the Municipal Code (with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding) and agrees that, for the Term, they will promptly pay any debts, outstanding parking violation complaints or monetary obligations to the City that may arise during the Term, with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding;

(iii) are not in default under any other City contract or agreement as of the Effective Date, nor have been deemed by the City to have been in default of any other City contract or agreement within five years immediately preceding the Effective Date;

(iv) are not in violation of the provisions of § 2-92-320 of the Municipal Code pertaining to certain criminal convictions or admissions of guilt and are not currently debarred or suspended from contracting by any Federal, State or local governmental agency;

(v) are not delinquent in the payment of any taxes due to the City; and

(vi) will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft at the Airport under current or future conditions or that might otherwise constitute a hazard to the operations of the Airport or to the public generally.

K. Except only for those representations, statements, or promises expressly contained in this Agreement, including any Exhibits attached to this Agreement and incorporated by reference in this Agreement, no representation, warranty of fitness, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Tenant to enter into this Agreement or has been relied upon by Tenant, including any with reference to:

(i) the meaning, correctness, suitability or completeness of any provisions or

requirements of this Agreement;

- (ii) the nature of the Concession license being granted;
- (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement;
- (iv) the general conditions that may in any way affect this Agreement or its performance;
- (v) the compensation provisions of this Agreement; or
- (vi) any other matters, whether similar to or different from those referred to in clauses (i) through (iv) immediately above, affecting or having any connection with this Agreement, the negotiation of this Agreement, any discussions of this Agreement, the performance of this Agreement or those employed in connection with it.

10.2 Business Documents, Disclosure of Ownership Interests and Maintenance of Existence.

A. Tenant must provide evidence of its authority to do business in the State of Illinois including, if applicable, certifications of good standing from the Office of the Secretary of State of Illinois, and appropriate resolutions or other evidence of the authority of the persons executing this Agreement on behalf of Tenant.

B. Tenant has provided the Commissioner with an Economic Disclosure Statement and Affidavit ("EDS") for itself and EDS(s) for all entities with an ownership interest of 7.5 percent or more in Tenant, copies of which have been scanned for viewing on the City's website. Upon request by the Commissioner, Tenant must further cause its Subcontractors, subtenants, sublicensees and proposed Transferees (and their respective 7.5 percent owners) to submit an EDS to the Commissioner. Tenant must provide the Commissioner, upon request, a "no change" affidavit if the information in the EDS(s) previously supplied remains accurate, or revised and accurate EDS(s) if the information contained in the EDS(s) has changed. In addition, Tenant must provide the City revised and accurate EDS(s) within 30 days of any event or change in circumstance that renders the EDS(s) inaccurate. Failure to maintain accurate EDS(s) on file with the City is an Event of Default.

10.3 Licenses and Permits. Tenant must in a timely manner consistent with its obligations under this Agreement, secure and maintain, or cause to be secured and maintained at its expense, the permits, licenses, authorizations and approvals as are necessary under federal, state or local law for Tenant, its subtenants (if any), and Subcontractors: to operate the Concession; to construct, operate, use and maintain the Leased Space; and otherwise to comply with the terms of this Agreement and the privileges granted under this Agreement. Tenant must promptly provide copies of any required licenses and permits to the Commissioner and to the Concession Management Representative.

10.4 **Confidentiality.** Except as may be required by law during or after the performance of this Agreement, Tenant will not disseminate any non-public information regarding this Agreement or the Concession operations without the prior written consent of the Commissioner, which consent will not be unreasonably withheld or delayed. If Tenant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any documents that may be in its possession by reason of this Agreement, Tenant must immediately give notice to the City's Corporation Counsel. The City may contest the process by any means available to it before the records or documents are submitted to a court or other third party. Tenant, however, is not obligated to withhold the delivery beyond that time as may be ordered by the court or administrative agency, and unless the subpoena or request is quashed or the time to produce is otherwise extended. Tenant must require each prospective Subcontractor to abide by such restrictions in connection with their respective Subcontracts.

10.5 **Subcontracts and Assignments.**

A. The City expressly reserves the right to assign or otherwise transfer all or any part of its interest under this Agreement, at any time and to any third party. Upon assignment to any successor or assignee of the City's right, title and interest in and to the Airport, the City is forever relieved, from and after the date of the assignment, of any and all obligations arising under or out of this Agreement, to the extent the obligations are assumed by the successor or assignee.

B. Limits on Tenant's transfers and changes in ownership:

(i) Tenant may not sell, assign, sublease, sublicense, convey, pledge, encumber or otherwise transfer (individually and collectively, "**Transfer**") all or any part of its rights or interests in or to this Agreement, the License, the Leased Space, the Term, or otherwise permit any third party to use the Leased Space, without prior consent of the City, which consent may be given or denied in the City's sole and absolute discretion. Consent by the City does not relieve Tenant from obtaining further consent from the City for any subsequent Transfer. Transfers involving all of Tenant's interest in this Agreement require approval of the City Council. Transfers of less than all of Tenant's interest in this Agreement require approval of the Commissioner. Consent by the City to any Transfer does not relieve Tenant from the requirement of obtaining consent from the City for any subsequent Transfer. Transfers that have the effect of granting a third party a security interest in this Agreement or the Leased Space as collateral for Tenant financing are strictly prohibited and, if entered into by Tenant, are an Event of Default.

(ii) Except as otherwise provided below, any transaction involving a change of any ownership interest in Tenant, whether to an Affiliate, subsidiary or otherwise, or the transfer of an interest in any holder of a direct or indirect ownership interest in Tenant, or any merger or consolidation of Tenant (individually and collectively, "**Change in Ownership**"), is subject to the consent of:

- a. City Council, in its sole discretion, if the Change in Ownership involves a 100% Change in Ownership of Tenant, or
- b. the Commissioner, in the Commissioner's reasonable discretion, if the Change in Ownership involves less than a 100% Change in Ownership of Tenant.

(iii) If Tenant (or, if Tenant is a joint venture or other entity comprised of other entities, any of the entities comprising Tenant) is a corporation whose shares are traded at arms-length on a public exchange, any Change in Ownership involving 5% or more of the shares of Tenant's (or if Tenant is a joint venture or other entity comprised of other entities, of any of the entities comprising Tenant) stock is subject to the City's consent as set forth above. In that event, Tenant must provide the City with such prior notice of a Change in Ownership as is not prohibited by law or by a confidentiality agreement executed in connection with the proposed Change in Ownership. If such prior notice is not permitted, then Tenant must notify the City as soon as possible after the Change in Ownership to obtain the City's consent to the Change in Ownership, which consent the City may grant or deny in its sole discretion. If Tenant (or if Tenant is a joint venture or other entity comprised of other entities, of any of the entities comprising Tenant) is a publicly traded corporation, a Change in Ownership of less than 5% does not require consent as set forth in (ii) above unless a series of such transactions results in a cumulative Change in Ownership of 5% or more.

(iv) Consent by the City to any Change in Ownership does not relieve Tenant (or if Tenant is a joint venture, any of the entities comprising Tenant) from the requirement of obtaining consent from the City for any subsequent Change in Ownership.

(v) Any Transfer or Change in Ownership made without the City's prior consent is an Event of Default subject to all remedies, including termination of this Agreement at the City's option, and does not relieve Tenant of any of its obligations under this Agreement for the balance of the Term. This section applies to prohibit a Transfer, such as an assignment by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings or by operation of law. Under no circumstances will any failure by the Commissioner to act on or submit any request by Tenant or to take any other action as provided in this Agreement be deemed or construed to constitute consent to the Tenant's request by the Commissioner or by the City Council. If the City is found to have breached its obligations under this Section, then Tenant's sole remedy is to terminate this Agreement without liability to either the City or Tenant.

(vi) Notwithstanding any permitted Transfer by Tenant of any rights under this Agreement, Tenant remains fully liable for all payments due to the City under this Agreement and for the performance of all other obligations under this Agreement. In the event of a permitted Transfer of the License or all or any portion of the Leased Space or Transfer of all or any portion of the Term, where the fees payable to Tenant exceed the Rent or pro rata portion of the Rent under this Agreement, as the case may be, for the License, Leased Space or Term, Tenant must pay the City monthly, as Additional Rent, at the same time as the monthly

installments of other Rent under this Agreement that are payable in monthly installments, the excess of the fees payable to Tenant pursuant to the Transfer over the Rent payable to the City under this Agreement.

(vii) Any or all of the requests by Tenant for consents under this Section must be made in writing and provided to the Commissioner (a) at least 60 days prior to the proposed Transfer or Change in Ownership if the Commissioner's consent is required; and (b) at least 120 days prior to a proposed Transfer or Change in Ownership if the City Council's consent is required, unless the City determines that more time is required. All requests for consent must include copies of the proposed documents of Transfer or Change in Ownership, evidence of the financial condition, reputation and business experience of the proposed transferee, completed Economic Disclosure Statements and Affidavits for all involved parties in the form then required by the City, and such other documents as the City may reasonably require to evaluate the proposed Transfer or Change in Ownership. All documents of Transfer or Change in Ownership must completely disclose any and all monetary considerations payable to Tenant in connection with the Transfer or Change in Ownership. Consent to a Transfer or Change in Ownership proposed under this Agreement is in the sole discretion of the City and, as a condition of the consent, the City may require a written acknowledgment from Tenant that, notwithstanding the proposed Transfer or Change in Ownership, Tenant remains fully and completely liable for all obligations of Tenant under this Agreement; however, Tenant shall remain so liable regardless of whether or not the City requests a written acknowledgement.

(viii) If any Transfer or Change in Ownership under this Agreement occurs, whether or not prohibited by this section, the Commissioner may collect the Rent payable under this Agreement from any transferee of Tenant and in that event will apply the net amount collected to the amounts payable by Tenant under this Agreement without, by doing so, releasing Tenant from this Agreement or any of its obligations under this Agreement. If any Transfer or Change in Ownership occurs without the consent of the City and the City collects compensation from any transferee of Tenant and applies the net amount collected in the manner described in the preceding sentence, the actions by the City are not deemed to be waiver of the covenant contained in this section and do not constitute acceptance of the transferee by the City.

(ix) All reasonable costs and expenses incurred by the City in connection with any prohibited or permitted Transfer or Change in Ownership must be borne by Tenant and are payable to the City as Additional Rent.

C. The provisions of this Agreement, to the extent applicable, are deemed a part of any sublease or contract between Tenant and a subtenant or Subcontractor.

D. Assignment of Subleases, Sublicenses and Subcontracts.

(i) Tenant shall assign to the City all of Tenant's right, title and interest in and to each and every permitted sublease and sublicense and each and every Subcontract with a design and construction Subcontractor, now or later executed by Tenant in connection with

the License or the Leased Space or any part of it. In connection with the assignment, Tenant must deliver all originally executed subleases, sublicenses and Subcontracts to the Commissioner. Any such assignment will become operative and effective only when and if the City accepts the assignment by giving written notice to Tenant and:

- a. either this Agreement and the Term of this Agreement or Tenant's right to possession under this Agreement are terminated pursuant to Article 9; or
 - b. in the event of the issuance and execution of a dispossess warrant or of any other re-entry or repossession by the City under the provisions of this Agreement; or
 - c. if an Event of Default exists.
- (ii) At the time, if any, that the assignment becomes effective as provided above, the subtenants or Subcontractors will be deemed to have waived all claims, suits, and causes of action against the City arising out of or relating to the period before the effective date of the assignment. Further, in no instance will the City be responsible for any claims by a subtenant or Subcontractor arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Tenant, its officials, employees, or agents.

10.6 Compliance with Laws. Tenant must at all times observe and comply with all applicable laws, statutes, ordinances, rules, regulations, court orders and executive or administrative orders and directives of the federal, state and local government, now existing or later in effect (whether or not the law also requires compliance by other parties), including the Americans with Disabilities Act and Environmental Laws, that may in any manner affect the performance of this Agreement (collectively, "**Laws**"), and must not use the Leased Space, or allow the Leased Space to be used, in violation of any Laws or in any manner that would impose liability on the City or Tenant under any Laws. Tenant must notify the City within seven days of receiving notice from a competent governmental authority that Tenant or any of its Subcontractors may have violated any Laws. Provisions required by any Law to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement. Without limiting the foregoing, Tenant covenants that it will comply with all Laws, including but not limited to the following:

A. In connection with Section 2-92-320 of the Municipal Code, Tenant has executed an Economic Disclosure Statement and Affidavit which is attached to this Agreement as Exhibit 11 and which contains a certification as required under the Illinois Criminal Code, 720 ILCS 5/33E, and under the Illinois Municipal Code, 65 ILCS 5/8-10-1 et seq. Ineligibility under Section 2-92-320 of the Municipal Code continues for 3 years following any conviction

or admission of a violation of Section 2-92-320. For purposes of Section 2-92-320, when an official, agent or employee of a business entity has committed any offense under the section on behalf of such an entity and under the direction or authorization of a responsible official of the entity, the business entity is chargeable with the conduct. If, after Tenant enters into a contractual relationship with a Subcontractor, it is determined that the contractual relationship is in violation of this subsection, Tenant must immediately cease to use the Subcontractor. All Subcontracts must provide that Tenant is entitled to recover all payments made by it to the Subcontractor if, before or subsequent to the beginning of the contractual relationship, the use of the Subcontractor would be violative of this subsection.

B. It is the duty of Tenant and all officers, directors, agents, partners, and employees of Tenant to cooperate with the Inspector General and the Legislative Inspector General of the City in any investigation or hearing undertaken under Chapter 2-56 or Chapter 2-55 of the Municipal Code, respectively. Tenant understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code. Tenant must inform all Subcontractors of this provision and require under each Subcontract compliance herewith by each Subcontractor as to each such Subcontractor and all of its officers, directors, agents, partners and employees.

C. Tenant must not use or allow the Leased Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, as defined in any Environmental Laws, except in full compliance with all Environmental Laws. Tenant must not use or allow the Leased Space to be used for the storage of any such hazardous substances except small amounts of cleaning fluids, business equipment materials (such as copy machine toner) and other small amounts of such hazardous substances customarily handled or used in connection with the Concession operations, all of which must be stored and used in compliance with all applicable Environmental Laws. Upon the expiration or termination of this Agreement, Tenant must surrender the Leased Space to the City free from the presence and contamination of any hazardous substances.

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

7-28-390	Dumping on public way—Violation—Penalty;
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;
11-4-1560	Screening requirements; and

any other sections listed in Section 11-4-1600(e), as it may be amended from time to time.

During the period while this Agreement is executory, Tenant'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 designation of the Commissioner. Such breach and Event of Default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the Tenant's and its Subcontractors' duty to comply with all Environmental Laws, 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 the Tenant's eligibility for future City agreements.

E. Section 2-92-586 of the Municipal Code: The City encourages Tenant to use contractors and subcontractors that are firms owned or operated by individuals with disabilities, as defined by section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

F. Prohibition on Certain Contributions (Mayoral Executive Order No. 2011-4):

1. Licensee agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Tenant 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 the Mayor's political fund-raising committee (i) after execution of this bid, proposal or Agreement by Tenant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

2. Tenant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Tenant or the date the Tenant 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 fund-raising committee.

3. Tenant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to the Mayor's political fund-raising committee.

4. Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

5. Tenant 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, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

6. If Tenant violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Tenant's bid.

7. For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to the Mayor's political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Tenant 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;
- (b) neither party is married;
- (c) the partners are not related by blood closer than would bar marriage in the State of Illinois;
- (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:
 - (i) The partners have been residing together for at least 12 months.

- (ii) The partners have common or joint ownership of a residence.
- (iii) 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.
- (iv) Each partner identifies the other partner as a primary beneficiary in a will.

“Political fund-raising committee” means a “political fund-raising committee” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

G. Tenant covenants that no payment, gratuity or offer of employment must be made in connection with this Agreement by or on behalf of any Subcontractors or higher tier Subcontractors or anyone associated with them as an inducement for the award of a Subcontract or order; and Tenant further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 of the Municipal Code is voidable as to the City.

H. Pursuant to section 2-156-030(b) of the Municipal Code, 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 official has a business relationship, 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. **Violation of §2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** Section 2-156-080 defines a “business relationship” as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (1) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (2) the authorized compensation paid to an official or employee for his office or employment; (3) any economic benefit provided equally to all residents of the city; (4) a time or demand deposit in a financial institution; or (5) an endowment or insurance policy or annuity contract purchased from an insurance company. A “contractual or other private business dealing” will not include any employment relationship of an official’s spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

I. Visual Rights Act.

(i) The Tenant will cause any artist who creates artwork for the Leased Space to waive any and all rights in the artwork that may be granted or conferred on any work of visual art (the "Artwork") under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 *et seq.*) (the "*Copyright Act*"). The waiver must include, but is not limited to, the right to prevent the removal, storage, relocation, reinstallation, or transfer of the Artwork. The Tenant acknowledges and will cause the artist to acknowledge that such removal, storage, relocation, reinstallation or transfer of the Artwork may result in the destruction, distortion, mutilation or other modification of the Artwork. Further, the Tenant acknowledges and consents and will cause the artist to acknowledge and consent that the Artwork may be incorporated or made part of a building or other structure in such a way that removing, storing, relocating, reinstalling or transferring the Artwork will cause the destruction, distortion, mutilation or other modification of the Artwork.

(ii) The Tenant represents and warrants that it will obtain a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, or any other artists. Tenant must provide City with copies of any such waivers required by Section 106A and Section 113 of the Copyright Act prior to installation of any Artwork in the Leased Space.

10.7 Airport Security.

A. This Agreement is expressly subject to the airport security requirements of Title 49 of the United States Code, Chapter 449, as amended ("**Airport Security Laws**"), the provisions of which govern airport security and are incorporated by reference, including the rules and regulations promulgated under it. Tenant is subject to, and further must conduct with respect to its Subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Commissioner, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Laws, Tenant must promptly report any information in accordance with those regulations promulgated by the United States Department of Transportation, the TSA and by the City. Tenant must, notwithstanding anything contained in this Agreement to the contrary, at no additional cost to the City, perform under this Agreement in compliance with those guidelines developed by the City, the TSA and the FAA with the objective of maximum security enhancement. The drawings, plans, and specifications provided by Tenant under this Agreement must comply with those guidelines for airport security developed by the City, the TSA and the FAA and in effect at the time of their submission.

B. Further, Tenant must comply with, and require compliance by its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees, with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to protect the security and integrity of the Airport, and to protect against access by unauthorized persons. Subject to the approval

of the TSA, the FAA and the Commissioner, Tenant must adopt procedures to control and limit access to the Airport and the Leased Space by Tenant and its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees in accordance with all present and future City, TSA and FAA laws, rules, regulations, and ordinances. At all times during the Term, Tenant must have in place and in operation a security program for the Leased Space that complies with all applicable laws and regulations.

C. Gates and doors located on the Leased Space, if any, that permit entry into restricted areas at the Airport must be kept locked by Tenant at all times when not in use or under Tenant's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner or the Commissioner's designee without delay and must be kept under constant surveillance by Tenant until the malfunction is remedied.

D. In connection with the implementation of its security program, Tenant may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Tenant acknowledges that all such knowledge and information is of a highly confidential nature. Tenant covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the Commissioner in advance in writing. Tenant further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Tenant's covenants and agreements as set forth in this section.

E. Tenant understands that fines and/or penalties may be assessed by the TSA or FAA for Tenant's noncompliance with the provisions of 49 CFR Parts 1540 and 1542 entitled "Airport Security" or by other agencies for noncompliance with regulations applicable to Tenant's operations. In the event the City shall be subject to any fine or penalty by reason of any violation at the Airport of any such rule, regulation or standard, the Commissioner may conduct an investigation and make a determination as to the identity of the party responsible for the violation. If it is determined by the Commissioner that Tenant, or any party for which Tenant is liable under this Agreement, is responsible for all or part of the fine or penalty, the Tenant shall pay said amount of the fine or penalty as Additional Rent.

F. Except for authorized members of the Chicago Police Department and State and Federal Law Enforcement officers, no one is permitted to carry a firearm or any other weapon on or into any building, real property, or parking area under the control of O'Hare or Midway International Airports. Under 430 ILCS 66 (the "Illinois Concealed Carry Act"), a license to carry a concealed firearm does NOT entitle the licensee to carry a firearm on or into any building, real property, or parking area under the control of an airport and doing so is a violation of the Concealed Carry Act and other laws, rules, and regulations. Violation of the Illinois Concealed Carry Act and carrying a firearm or other weapons on or into any building, real property, or parking area under the control of O'Hare or Midway Airports may result in severe penalties, including but not limited to imprisonment and permanent revocation of the violator's

access to restricted areas of O'Hare and Midway International Airports.

10.8 Non-Discrimination.

A. Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, covenants that: (i) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Space; (ii) in the construction of any Improvements on, over, or under the Leased Space and the furnishing of services in them, no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; (iii) Tenant will use the Leased Space in compliance with all other requirements imposed by or under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as those regulations may be amended; and (iv) Tenant shall operate the Concession on a fair, equal, and not illegally discriminatory basis to all users of it, and shall charge fair, reasonable, and nondiscriminatory prices for Products (but Tenant is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.) In addition, Tenant assures that it will comply with all other pertinent statutes, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance.

B. It is an unlawful practice for Tenant to, and Tenant must at no time: (i) fail or refuse to hire, or discharge, any individual or discriminate against the individual with respect to his or her compensation, or the terms, conditions, or privileges of his or her employment, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (ii) limit, segregate, or classify its employees or applicants for employment in any way that would deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (iii) in the exercise of the privileges granted in this Agreement, discriminate or permit discrimination in any manner, including the use of the Leased Space, against any person or group of persons because of race, creed, color, religion, national origin, age, handicap, sex or ancestry. Tenant must post in conspicuous places to which its employees or applicants for employment have access, notices setting forth the provisions of this non-discrimination clause.

C. Tenant must comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended, and to the extent required by the law, must undertake, implement and operate an affirmative action program in compliance with the rules and regulations of the Federal Equal Employment Opportunity Commission and the Office of Federal Contract Compliance, including 14 CFR Part 152, Subpart E. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg.

46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-06 (1981); Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 and 41 CFR Part 60 et seq (1990) and 49 CFR Part 21, as amended (the "ADA"); and all other applicable federal statutes, regulations and other laws.

D. Tenant must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, Tenant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all other applicable state statutes, regulations and other laws.

E. Tenant must comply with the Chicago Human Rights Ordinance, sec. 2-160-010 et seq. of the Municipal Code, as amended, and all other applicable City ordinances and rules. Further, Tenant must furnish or must cause each of its Subcontractors) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

F. The Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant.

This provision obligates the Tenant for the period during which the property is owned, used or possessed by the Tenant and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

G. During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

H. The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin,

will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

With respect to Tenant, in the event of breach of any of the above nondiscrimination covenants, the City will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

I. During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

J. Tenant must insert these non-discrimination provisions in any agreement by which Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Space. Tenant must incorporate all of the above provisions in all agreements entered into with any subtenants, suppliers of materials, furnishers of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement, and Tenant must require them to comply with the law and enforce the requirements. In all solicitations either by competitive bidding or negotiations by Tenant for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier must be notified by Tenant of the Tenant's obligations under this Agreement relative to nondiscrimination.

K. Noncompliance with this Section will constitute a material breach of this Agreement; therefore, in the event of such breach, Tenant authorizes the City to take such action as federal, state or local laws permit to enforce compliance, including judicial enforcement. In the event of Tenant's noncompliance with the nondiscrimination provisions of this Agreement, the City may impose such sanctions as it or the Federal or state government may determine to be reasonably appropriate, including cancellation, termination or suspension of the Agreement, in whole or in part.

L. Tenant must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, the Commissioner or the federal government to be pertinent to ascertain compliance with the terms of this Section. Tenant must furnish to any agency of the Federal or state government or the City, as required, any and all documents, reports and records required by Title 14, Code of Federal Regulations,

Part 152, Subpart E, including an affirmative action plan and Form EEO-1.

M. The City is committed to compliance with federal Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), and related FAA guidance. Tenant must cooperate with the City, and require its Subcontractors to cooperate, in updating and implementing the LEP access plan. This may include but is not limited to collecting demographic data and conducting surveys of LEP customers, providing multilingual signage and menus, and hiring multilingual staff.

10.9 **Airport Concession Disadvantaged Business Enterprises (ACDBEs)**. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 C.F.R. Parts 26 and 23, as amended from time to time. Tenant must comply with the Special Conditions Regarding ACDBE participation attached hereto as Exhibit 8 and incorporated here by reference. Failure to comply with such Special Conditions shall be an Event of Default.

10.10 **No Exclusive Rights**. Nothing contained in this Agreement must be construed to grant or authorize the granting of an exclusive right, including an exclusive right to provide aeronautical services to the public as prohibited by section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. It is clearly understood by Tenant that no right or privilege has been granted that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including maintenance and repair) that it may choose to perform.

10.11 **Airport Landing Area**. The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant, and without interference or hindrance. The City reserves the right, but is not obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.

10.12 **No Obstructions**. Tenant must comply with applicable notification and review requirements covered in Part 77 of the Federal Aviation Regulations if any future structure or building is planned for the Leased Space, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Space. Tenant, by accepting the Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Space above the applicable mean sea level elevation set forth in Part 77 of the Federal Aviation Regulations. If these covenants are breached, the City serves the right to enter upon the Leased Space and to remove the offending structure or object and/or cut down the offending tree, all of which will be at the expense of Tenant.

10.13 **Avigation Easement.** There is reserved to the City, its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Leased Space. This public right of flight includes the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport. Tenant by accepting this Lease agrees for itself, its successors, and assigns that it will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Leased Space and cause the abatement of the interference at the expense of Tenant.

10.14 **National Emergency.** This Agreement and all the provisions of this Agreement are subject to whatever right the United States government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

10.15 **2014 Hiring Prohibitions.**

(A) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (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) Tenant is aware that City policy prohibits City employees from directing any individual to apply for a position with Tenant, either as an employee or as a subcontractor, and from directing Tenant to hire an individual as an employee or as a subcontractor. Accordingly, Tenant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel of Tenant in connection with this Lease are employees or subcontractors of Tenant, not employees of the City of Chicago. This Contract 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 of Tenant.

(C) Tenant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel associated with this Lease, or offer employment to any individual to provide services associated with this Lease, 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 Lease, 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 Tenant by a City employee or City official in violation of Section 15.5(b) above, or advocating a violation of Section 15.5(c) above, Tenant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the Commissioner of the Department.

ARTICLE 11 GENERAL CONDITIONS

11.1 **Entire Agreement.** This Agreement contains all the terms, covenants, conditions and agreements between the City and Tenant relating in any manner to the use and occupancy of the Leased Space and otherwise to the subject matter of this Agreement. No prior or other agreement or understandings pertaining to these matters are valid or of any force and effect. This Agreement supersedes all prior or contemporaneous negotiations, undertakings, and agreements between the parties. No representations, inducements, understandings or anything of any nature whatsoever made, stated or represented by the City or anyone acting for or on the City's behalf, either orally or in writing, have induced Tenant to enter into this Agreement, and Tenant acknowledges, represents and warrants that Tenant has entered into this Agreement under and by virtue of Tenant's own independent investigation.

11.2 **Counterparts.** This Agreement may be comprised of several identical counterparts and may be fully executed by the parties in separate counterparts. Each such counterpart is deemed to be an original, but all such counterparts together must constitute but one and the same Agreement.

11.3 **Amendments.** Except as otherwise expressly provided in this Agreement, the provisions of this Agreement may be amended only by a written agreement signed by the City and Tenant. No review or approval by the Commissioner, including approval of Construction Documents, constitutes a modification of this Agreement (except to the extent that the review or approval expressly provides that it constitutes such a modification or it is apparent on its face that the review or approval, if made in writing, modifies terms or provisions of this Agreement that are within the express powers of the Commissioner under this Agreement to modify), nor excuse Tenant from compliance with the requirements of this Agreement or of any applicable laws, ordinances or regulations. Amendments must be signed by the Mayor, provided that the Commissioner alone may sign amendments to the Exhibits. Notwithstanding the foregoing, any amendment that would modify the Agreement such that the Agreement would no longer substantially conform to the form of Agreement that was approved by City Council requires approval by the City Council.

11.4 **Severability.** Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be effective and valid under applicable law. However, notwithstanding anything contained in this Agreement to the contrary, if any provision of this Agreement is under any circumstance prohibited by or invalid under applicable law, the provision is severable and deemed to be ineffective, only to the extent of the prohibition or invalidity, without invalidating the remaining provisions of this Agreement or the validity of

the provision in other circumstances.

11.5 **Covenants in Subcontracts.** All obligations imposed on Tenant under this Agreement pertaining to the maintenance and operation of the Leased Space and compliance with the ACDBE requirements in this Agreement are deemed to include a covenant by Tenant to insert appropriate provisions in all Subcontracts covering work under this Agreement and to enforce compliance of all Subcontractors with the requirements of those provisions.

11.6 **Governing Law.** This agreement is deemed made in the state of Illinois and governed as to performance and interpretation in accordance with the laws of Illinois. Tenant irrevocably submits itself to the original jurisdiction of those courts located within Cook County, Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Tenant consents to service of process on Tenant, at the option of the City, by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Tenant, or by personal delivery on any officer, director, or managing or general agent of Tenant. If any action is brought by Tenant against the City concerning this Agreement, the action can only be brought in those courts located within Cook County, Illinois.

11.7 **Notices.** Any notices or other communications pertaining to this Agreement must be in writing and are deemed to have been given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices are deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, 3 days after deposit in the U.S. mails, or otherwise upon refusal of receipt. Unless otherwise directed by Tenant in writing, all notices or communications from City to Tenant will be addressed to the person identified as the Tenant's contact person in the Tenant's Economic Disclosure Statement and Affidavit, as attached as Exhibit 11. All notices or communications from Tenant to the City must be addressed to:

Commissioner, Chicago Department of Aviation
City of Chicago
O'Hare International
Airport 10510 W. Zemke
Rd Chicago, Illinois 60666

Oscar Vila, PA
Vila, Padron and Diaz, PA
201 Alhambra Circle
Suite 702
Coral Gables, FL 33134

Master ConcessionAir, LLC
1200 NW 78th Avenue
Suite 400
Doral, FL 33126

and with a copy to: Deputy Commissioner of Concessions at the same address.

If the notice or communication relates to payment of Rent or other payments to the City or relates to the Security deposit or insurance requirements, a copy must be sent to:

City Comptroller City of Chicago
City Hall - Room 501
121 N. LaSalle Street
Chicago, Illinois 60602

Oscar Vila, PA
Vila, Padron and Diaz, PA
201 Alhambra Circle
Suite 702
Coral Gables, FL 33134

Master ConcessionAir, LLC
1200 NW 78th Avenue
Suite 400
Doral, FL 33126

If the notice or communication relates to a legal matter or the indemnification requirements, a copy must be sent to:

City of Chicago, Department of Law
Aviation, Environmental, Regulatory and Contracts Division
2 North LaSalle Street, Suite 540
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel

Oscar Vila, PA
Vila, Padron and Diaz, PA
201 Alhambra Circle
Suite 702
Coral Gables, FL 33134

Master ConcessionAir, LLC
1200 NW 78th Avenue
Suite 400
Doral, FL 33126

Either party may change its address or the individual to whom the notices are to be given by a notice given to the other party in the manner set forth above.

11.8 **Successors and Assigns; No Third-Party Beneficiaries.** This Agreement inures to the exclusive benefit of, and be binding upon, the parties and their permitted successors and assigns; nothing contained in this Section, however, constitutes approval of an assignment or other transfer by Tenant not otherwise permitted in this Agreement. Nothing in this Agreement, express or implied, is intended to confer on any other person, sole proprietorship, partnership, corporation, trust or other entity, other than the parties and their successors and assigns, any right, remedy, obligation, or liability under, or by reason of, this Agreement unless otherwise expressly agreed to by the parties in writing. No benefits, payments or considerations received by Tenant for the performance of services associated and pertinent to this Agreement must accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or to any other person or persons identified as agents of, or who are by definition an employee of, the City. Neither this Agreement nor any rights or privileges under this Agreement are an asset of Tenant or any third party claiming by or through Tenant or otherwise, in any bankruptcy, insolvency or reorganization proceeding.

11.9 **Subordination.**

A. This Agreement is subordinate to the provisions and requirements of any existing or future agreements between the City and the United States government or other governmental authority, pertaining to the development, operation or maintenance of the Airport, including agreements the execution of which have been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport. If the United States government requires modifications, revisions, supplements or deletions of any of the terms of this Agreement, then Tenant consents to the changes to this Agreement.

B. This Agreement and all rights granted to Tenant under this Agreement are expressly subordinated and subject to any existing agreement or any Use Agreement with any airline utilizing the Airport, including the Terminals, and any existing agreement with any airline consortium pertaining to the operation of the Airport, including the Terminals.

C. To the extent of a conflict or inconsistency between this Agreement and any agreement described in paragraphs A. and B. above, those provisions in this Agreement so conflicting must be performed as required by those agreements referred to in paragraphs A. and B.

11.10 **Conflict.** In the event of any conflict between the terms and provisions of this

Agreement and the terms and provisions of any sublease or Subcontract between Tenant and third parties, the terms and provisions of this Agreement govern and control.

11.11 **Offset by Tenant.** Whenever in this Agreement the City is obligated to pay Tenant an amount, then the City Comptroller may elect to require Tenant to offset the amount due against Rent or other payments owed by Tenant to the City, in lieu of requiring the City to pay such amount. Tenant shall have no right to offset any amount due to City under this Agreement against amounts due to Tenant by City unless so directed in writing by the City Comptroller.

11.12 **Waiver; Remedies.** No delay or forbearance on the part of any party in exercising any right, power or privilege must operate as a waiver of it, nor does any waiver of any right, power or privilege operate as a waiver of any other right, power or privilege, nor does any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or of any other right, power or privilege. No waiver is effective unless made in writing and executed by the party to be bound by it. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any rights or remedies that the parties otherwise may have at law, in equity or both, except that the City will not be liable to Tenant for any consequential damages whatsoever related to this Agreement.

11.13 **Authority of Commissioner.** Unless otherwise expressly stated in this Agreement, any consents and approvals to be given by the City under this Agreement may be made and given by the Commissioner or by such other person as may be duly authorized by the City Council, unless the context clearly indicates otherwise.

11.14 **Estoppel Certificate.** From time to time upon not less than 15 days prior request by the other party, a party or its duly authorized representative having knowledge of the following facts, will execute and deliver to the requesting party a statement in writing certifying as to matters concerning the status of this Agreement and the parties' performance under this Agreement, including the following:

A. that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of the modifications and that the Agreement as modified is in full force and effect);

B. the dates to which Rent, including Additional Rent, have been paid and the amounts of the Rent most recently paid;

C. that the requesting party is not in default under any provision of this Agreement, or, if in default, the nature of it in detail;

D. that, to its knowledge, the requesting party has completed all required improvements in accordance with the terms of this Agreement, and Tenant is in occupancy and paying Rent on a current basis with no offsets or claims; and

E. in the case of the City's request under this Agreement, such further matters as may be requested by the City, it being intended that any such statement may be relied upon by third parties.

11.15 **No Personal Liability.** Tenant, or any subtenant, sublicensee, assignee or Subcontractor, must not charge any elected or appointed official, agent, or employee of the City personally or seek to hold him or her personally or contractually liable to Tenant, subtenant, sublicensee, assignee, or Subcontractor for any liability or expenses of defense under any provision of this Agreement or because of any breach of its provisions or because of his or her execution, approval, or attempted execution of this Agreement.

11.16 **Limitation of City's Liability.** Tenant, its subtenants and Subcontractors must make no claims against the City for damages, charges, additional costs or fees or any lost profits or costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement. All Tenant, subtenant, and Subcontractor personal property upon the Leased Space or upon any other part of the Airport, is at the risk of Tenant, subtenant, or Subcontractor respectively only, and the City is not liable for any loss or damage to it or theft of it or from it. The City is not liable or responsible to Tenant, its subtenants or Subcontractors, and Tenant waives, and will cause its subtenants and Subcontractors likewise to waive, to the fullest extent permitted by law, all claims against the City for any loss or damage or inconvenience to any property or person or any lost profits any or all of which may have been occasioned by or arisen out of any event or circumstance, including theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or water leakage, steam, excessive heat or cold, falling plaster, or broken glass; or any act or neglect of the City or any occupants of the Airport, including the Terminals or the Leased Space, or repair or of this Agreement that the City is required to perform and, notwithstanding the foregoing, Tenant recovers a money judgment against the City, the judgment must be satisfied only out of credit against the Rent and alteration of any part of the Airport, or failure to make any such repairs or any other thing or circumstance, whether of a like nature or a wholly different nature. If the City fails to perform any covenant or condition other monies payable by Tenant to the City under this Agreement, and the City is not liable for any deficiency except to the extent provided in this Agreement and to the extent that there are legally available Airport funds.

11.17 **Joint and Several Liability.** If Tenant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then in that event, each and every obligation or undertaking stated in this Agreement to be fulfilled or performed by Tenant is the joint and several obligation or undertaking of each such individual or other legal entity.

11.18 **Non-Recordation.** Tenant must not record or permit to be recorded on its behalf this Agreement or a memorandum of this Agreement, in any public office.

11.19 **Survival.** Any and all provisions set forth in this Agreement that, by its or their nature, would reasonably be expected to be performed after the expiration or termination of this Agreement survive and are enforceable after the expiration or termination. Any and all liabilities, actual or contingent, that have arisen in connection with this Agreement, survive any expiration or termination of this Agreement. Any express statement of survival contained in any section must not be construed to affect the survival of any other section, which must be determined under this section.

11.20 **Force Majeure.** Neither party is liable for non-performance of obligations under this Agreement due to delays or interruptions beyond their reasonable control, including delays or interruptions caused by strikes, lockouts, labor troubles, war, fire or other casualty, acts of God ("*force majeure* event"). As a condition to obtaining an extension of the period to perform its obligations under this Agreement, the party seeking such extension due to a *force majeure* event must notify the other party within 20 days after the occurrence of the *force majeure* event. The notice must specify the nature of the delay or interruption and the period of time contemplated or necessary for performance. The foregoing notwithstanding, however, in no event will Tenant be entitled to an extension of more than 60 days due to a *force majeure* event, without the express written consent of the Commissioner.

SIGNATURE PAGE

SIGNED:

CITY OF CHICAGO

By: _____
Mayor

Date: _____

RECOMMENDED BY: _____
Commissioner of Aviation

APPROVED AS TO FORM AND LEGALITY:

Senior Counsel

By: _____
(TENANT)

Its: _____
[Title]

Date: _____

[Notary]

The exhibits to this Agreement are available online at www.chicityclerk.com and will also be published in a later supplement to this *Journal of the Proceedings of the City Council of the City of Chicago*, together with a re-publication of the pertinent authorizing ordinance and Agreement.

**Exhibit "A-4".
(To Ordinance)**

***License Agreement With Grab Chicago JV LLC
At Chicago O'Hare International Airport.***

This License Agreement ("**Agreement**") is entered into as of _____, 2022 ("**Effective Date**"). This Agreement is by and between Grab Chicago JV LLC, doing business as Grab, a Delaware Limited Liability Company with a business address at 3302 Canal Street, Suite 13, Houston, Texas 77003, ("**Licensee**"), and the City of Chicago, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois ("**City**"), acting through its Chicago Department of Aviation ("**CDA**" or "**Department**").

BACKGROUND

The City owns and, through CDA, operates Chicago O'Hare International Airport ("**O'Hare**" or the "**Airport**"). O'Hare includes an international terminal, three domestic terminals, a multimodal facility, and a transportation center (collectively, the "**Terminals**"). The City has determined that certain portions of the Terminals will be used for food, beverage and retail concessions designed to serve the needs of Airport patrons and employees and desires to operate its concession program at the Terminals to strive to meet the needs and desires of Airport users by providing first-class food, beverage, retail, and service facilities;

The City issued a Request for Proposals ("**RFP**") for electronic self-ordering and delivery services for concessions at the Airport and Licensee responded with a proposal to provide a mobile, remote self-ordering and on-demand delivery service for concessions through its proprietary web ordering platform at O'Hare. The City desires to grant Licensee, and Licensee desires to accept, a license to operate such services in the Terminals, all under the terms and conditions of this Agreement;

The City's goal is to enhance customer service by providing passengers and employees the ability to order, purchase, pay and receive (either through self-pick up or delivery) food, beverages and retail items directly at their gates, hold rooms or other locations authorized by the City through the use of an electronic platform;

CDA has selected Licensee to provide such services at the Airport. Licensee has agreed to operate and maintain the Grab Platform at the Airport and to make available to the City Grab Hub to access the Grab Data, all on the terms and conditions set out in this Agreement;

The City and Licensee acknowledge that the continued operation of the Airports as safe, convenient and attractive facilities is vital to the economic health and welfare of the City of Chicago, and that the City's right to supervise performance under this Agreement by Licensee is a valuable right incapable of quantification; and

NOW, THEREFORE, the City and Licensee agree as follows:

ARTICLE 1 CITY APPROVAL

This Agreement is subject to approval by the City Council of the City of Chicago. The City is not bound by the terms of this Agreement until such time as it has been approved by the City Council and has been duly executed by the Mayor of Chicago or the Mayor's proxy. As provided in Section 10.13, where the approval or consent of the City is required under this Agreement, unless expressly provided otherwise in this Agreement, it means approval or consent of the Commissioner, the Commissioner's authorized representative or such other person as may be duly authorized by City Council. As provided in Section 10.3, unless expressly provided otherwise in this Agreement, any amendment of this Agreement will require execution by the Mayor or the Mayor's proxy. As further provided in Section 10.3, any substantial amendment of the terms of this Agreement will require approval by the City Council.

ARTICLE 2 INCORPORATION OF BACKGROUND AND EXHIBITS

2.1 Incorporation of Background. The background set forth above is incorporated by reference as if fully set forth here.

2.2 Incorporation of Exhibits. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit 1	Scope of Licensee Services
Exhibit 2	Office Space(s), Storage Space(s) and Confirmation(s) of DBO
Exhibit 3	Fees
Exhibit 4	Development Plan
Exhibit 5	City's Shell and Core Obligations, if any
Exhibit 6	Products and Purchaser Fees
Exhibit 7	Form of Letter of Credit
Exhibit 8	Insurance Requirements
Exhibit 9	ACDBE Special Conditions and Related Forms
Exhibit 10	MBE\WBE Special Conditions and Related Forms
Exhibit 11	Liquidated Damages
Exhibit 12	Set Up Costs
Exhibit 13	Ordering Kiosk and Delivery Locations
Exhibit 14	Design and Construction Standard Operating Procedures-Concessions
Exhibit 15	Economic Disclosure Statements and Affidavits
Exhibit 16	Airport Concessions Handbook

ARTICLE 3 DEFINITIONS

3.1 Interpretation and Conventions.

A. The term "**include**," in all of its forms, means "include, without limitation," unless the context clearly states otherwise.

B. The term "**person**" includes firms, associations, partnerships, trusts, corporations

and other legal entities, including public bodies, as well as natural persons.

C. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies of this Agreement are solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

D. Words in the singular include the plural and vice versa. Words of the masculine, feminine or neuter gender include correlative words of the other genders. Wherever an article, section, subsection, paragraph, sentence, exhibit, appendix, or attachment is referred to, the reference is to this Agreement, unless the context clearly indicates otherwise.

E. Where the approval or consent of Licensee is required under this Agreement, it means the approval or consent of the Licensee's authorized representative. To be binding on the City, all approvals or consents must be in writing and signed by the appropriate City representative.

F. Whenever time for completion or performance is listed as "days", if the number of days is 30 or more, it means calendar days, and if the number of days is less than 30, it means business days per the City of Chicago calendar.

3.2 Definitions

In addition to terms defined elsewhere in this Agreement, the following words and phrases, when capitalized, have the following meanings:

"Additional Fees" has the meaning set forth in Section 7.1.

"Affiliate", except where otherwise defined, means any individual, corporation, partnership, trustee, administrator, executor or other legal entity that directly or indirectly owns or controls, or is directly or indirectly owned or controlled by, or is under common ownership or control with Licensee.

"Airport Channels" means the Channels owned or operated by the City available at the Airport, including (i) software applications running on mobile devices or websites owned and operated by the City, (ii) the Airport's public facing Wi-Fi landing page/portal (upon request and approval by City); and (iii) any other Channels as agreed by the parties from time to time.

"Airport Concession Disadvantaged Business Enterprise" or "ACDBE" means an entity meeting the definition of airport concession disadvantaged business enterprise, as defined in U.S. Department of Transportation Regulations Title 49, Code of Federal Regulations, Part 23, as amended from time to time, and certified as such in the State of Illinois in accordance with those regulations.

"Airport Concession Program Handbook" means the handbook developed by the CDA to govern the uniform operation of the concession's programs at the Airports. The Airport Concession Program Handbook is available on the CDA website and may be amended from time to time by the Department. Any amendment of the Airport Concession Program Handbook by the Department during the Term of this Agreement will be binding on Licensee without need for amendment of this Agreement, provided that the amendment of Airport Concession Program Handbook does not conflict with the other terms and conditions of this Agreement.

"Channels" means the channels used by Purchasers to access the Grab Platform in the Airport, such as the City's or Licensee's mobile app, the City's or Licensee's webpage or any third-party mobile app, webpage or platform which supports the Grab Platform (by way of embedding a link to the Grab Platform or otherwise).

"Chief Procurement Officer" means the head of the Department of Procurement Services of the City and any City officer or employee authorized to act on the Chief Procurement Officer's behalf.

"Commissioner" means the head of the Department and any City officer or employee authorized to act on the Commissioner's behalf. City contractors and consultants, including the Concession Management Representative, have no authority to grant approvals or consents required to be granted by the Commissioner under this Agreement, except where the Concession Management Representative is expressly authorized to do so.

"Common Areas" means those areas of the Terminals that are not leased, licensed, or otherwise designated or made available by the Department for exclusive or preferential use by specific party or parties.

"Comptroller" means the head of the Department of Finance of the City and any City officer or employee authorized to act on his behalf.

"Concession Management Representative" or **"CMR"** means the entity retained by the City to assist in overseeing concessions, including the construction of Improvements, at the Airport.

"Concessionaire" means a food and beverage, or retail provider located at the Airport operated by a Customer.

"Convenience Fee" if applicable, means an amount or fee charged by Licensee to Purchasers in respect to Orders, as set forth on Exhibit 6.

"Customer" means each Concessionaire with which Licensee enters into a written term for the provision of the Grab Platform to such Concessionaires based at the Airport.

"Customer Agreement" means an agreement entered into between Licensee and a Concessionaire for the provision of the Grab Platform to such Concessionaire based at the Airport for which the City shall be notified and provided a copy.

"Date of Beneficial Occupancy" or **"DBO"** means, the earlier to occur of (A) or (B), as follows:

- A. the Go-Live Date.
- B. the date that is the 180 days from the Effective Date; provided, however, that the date set forth in the Development Plan for commencement of operations shall be extended one day for each day Licensee has demonstrated to the satisfaction of the Commissioner that Licensee was delayed due to (a) *force majeure* pursuant to Section 10.20, or (b) no Customer being able or ready to participate in the program through no fault of Grab's and despite Grab's commercially reasonable efforts to assist each Customer in being able and ready to participate in the program. Under

no circumstance can this date exceed 90 days beyond the date established in A above.

The DBO shall be confirmed in writing by the parties, and such written **"Confirmation(s) of DBO"** shall thereafter be attached to Exhibit 2 of this Agreement without need for a formal amendment of this Agreement.

"Default Rate" means 12% per annum.

"Delivery Fee" means the fee charged per Order for delivery of such Order as set forth on Exhibit 6 attached hereto.

"Delivery Provider" means a third-party entity with whom Grab has contracted to perform the Delivery Services, including but not limited to labor and oversight related to the Delivery Services; provided, however, Licensee must obtain the written consent of the City approving a proposed Delivery Provider prior to contracting with any such Delivery Provider to perform the Delivery Services.

"Delivery Services" mean the physical delivery of Orders from Concessionaires to the Purchasers at the Delivery Location specified for such Order.

"Delivery Zone" or **"Delivery Location"** means public and non-public areas designated by CDA to which the Licensee may deliver Orders, as shown in Exhibit 13.

"Department" means the Chicago Department of Aviation, also known as CDA.

"Design and Construction Standard Operating Procedures- Concessions Projects" or **"C-SOP"** means those certain design standards and policies prepared by the Department for the concession areas at the Airport, as amended by the Department from time to time.

"Development Plan" means, as further described in Exhibit 4, the Licensee's conceptual plans, budget and other design specifications for construction of its Improvements and its schedule for commencement of operations via the Retail Service. The Development Plan is attached hereto as Exhibit 4.

"Environmental Laws" means collectively, all applicable federal, state and local environmental, safety or health laws and ordinances and rules or applicable common law, including the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. §651 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C. §5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §300(f) et seq.) as any of the foregoing may later be amended from time to time; any rule or regulation pursuant to them, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive addressing environmental, health or safety issues of or by the federal government, or any state or other political subdivision of it, or any agency, court or body of the federal government, or any state or other political subdivision of it, exercising executive, legislative, judicial, regulatory or

administrative functions.

"Equipment" means any hardware, furniture and fixtures used in connection with the Services.

"Event of Default" has the meaning set forth in Article 8.

"Fees" means all amounts payable by Licensee in connection with this Agreement, including but not limited to License Fees, Additional Fees and any liquidated damages specified in the Agreement for non-compliance with the City's requirements for operation of the License.

"Food Court Common Area" means space where shared seating is provided to the public.

"Go-Live Date" means the first date the Grab Platform and Grab Hub are publicly available—the Go-Live Date shall not occur prior to the City approving of such date in writing.

"Grab Data" means the anonymous and aggregated information accessible via the Grab Hub created by Licensee derived from Orders for Concessionaires' productions.

"Grab Hub" means the web-based portal used to access the Grab Platform and hosts the Grab Data accessible by both Concessionaires and Purchasers.

"Grab Platform" means Licensee's proprietary online remote ordering hardware and software and associated services made available to Purchasers.

"Gross Revenues" means the total amount in dollars at the actual sales price of all receipts, that are derived from the Services, all deposits not refunded to purchasers, all orders taken in and from the Services, and receipts or sales by Licensee and any other person or persons doing business via the Services, including receipts from promotions, advertising, and income derived from retail display advertising or any other use of the Services by Licensee. Gross Revenues includes any and all other fees and payments collected by Licensee unless specifically excluded below. Gross Revenues do not, however, include the following:

- A. any sums collected and paid out by Licensee for any sales, retail excise, use, privilege, or retailers occupation taxes now or later imposed by any duly constituted governmental authority.
- B. the amount of any cash or credit refund made upon any sale, but only if the original sale was made via the Services and included in Gross Revenue.
- C. bona fide transfers of products via the Services between same concessions, stores or warehouses of the Airport's Licensees who report and pay rent on said sales.
- D. sales of Licensee's fixtures and equipment not in the ordinary course of Licensee's business.
- E. returns to shippers, suppliers or manufacturers.
- F. bulk sales of products inventory not sold to the public and not in the ordinary course of business;
- G. insurance proceeds received from the settlement of claims for loss of or damages to hardware, software, fixtures, trade fixtures and other Licensee personal property

other than the proceeds of business interruption insurance;

- H. revenues transferred to a participating concessionaire which the participating concessionaire pays a rental to the city based on a separate agreement; and
- I. any subscription fees or other products which Licensee offers optionally to Concessionaires; provided, however, that to the extent any such subscription fees or other products relate to Licensee and Customer's relationship at the Airport; provided, however, such subscription fees or other products shall (i) not be offered to any Customer for prices or on terms more favorable than those offered to any other Customer, and (ii) only be implemented after receiving the Commissioner's written approval, which approval shall be granted or denied no later than sixty (60) days after Licensee's written request. City's failure to respond in the above referenced time period shall be deemed approval.

A "sale" is deemed to have been consummated for purposes of this Agreement, and the entire amount of the sales price must be included in Gross Revenues, at the time that: (i) the transaction is initially reflected in the books or records of Licensee; or (ii) Licensee receives all or any portion of the sales price; or (iii) the applicable goods or services are delivered to the customer, whichever occurs first.

"Hosting Services" means the displaying of the Grab Platform by the City or third-party web-based Channels.

"Imposition" has the meaning set forth in Section 6.1(c).

"Kiosk" means a Retail Space that is a non-mobile, free-standing (whether freestanding or completely located against a wall), permanent or temporary facility that may or may not be affixed to the Terminals used to select, purchase and order retail, food and beverage items for pick up or delivery from participating Concessionaires.

"License" means the privilege granted to Licensee under this Agreement to perform the Services at the Airport.

"License Fee" means the fee payable by Licensee for the License, equal to the greater of the "Percentage Fee" or "Minimum Annual Guarantee," as set forth in Section 6.1 and Exhibit 3.

"License Year" means

- A. for the initial License Year of this Agreement, a period beginning on Go-Live Date and ending on December 31 of that calendar year, and
- B. for the balance of the Term, each successive calendar year, but including only that portion of the calendar year prior to the date on which the Term expires, or the Agreement is otherwise terminated.

"Minimum Annual Guarantee" or **"MAG"** means the minimum amount payable each License Year for the License Fee as set forth on Exhibit 3.

"Order(s)" mean fully paid and completed orders processed via the Grab Platform and submitted to Concessionaires at the Airport and which are initiated by Purchasers using the

Channels.

"Percentage Fee" means the percentage fee(s) set forth in Exhibit 3.

"Purchaser" means a person who places an Order for goods or services to a Concessionaire via the Grab Platform, including without limitation, through a mobile or web application.

"Purchaser Fee" means the fees that, pursuant to this Agreement, Licensee is permitted to charge per Order, initially, the Delivery Fee and the Convenience Fee.

"Retail Space" means any space within the Airport utilized for retail, food and beverage concessions.

"Revenue Share" means the total amount of dollars from actual sales attributable solely to the Purchaser Fees generated by the Services. The percentages of Revenue Share set forth on Exhibit 3 constitute Percentage Fees.

"Self-Ordering" means an placing an Order electronically through the Grab Platform without physically engaging with a cashier or other staff.

"Self-Pickup" means the option offered on the Grab Platform to physically pick up an Order from a Concessionaire's Retail Space.

"Services" means (i) the management, operation, and maintenance of the Grab Platform or a similar electronic platform that permits customers to order and pay for food, beverages and retail products for either Self-Pickup or to utilize Delivery Services within the Delivery Zones; (ii) the Delivery Services; (iii) manage the staffing necessary to perform such services; and (iv) any related work necessary to support such functions.

"Set Up Costs" means the costs associated with installing the Grab Platform at the Airport which shall be funded as further defined in Exhibit 13.

"Shell and Core" means those improvements to the Licensed Space to be completed by the City as specified in Exhibit 5 and, with respect to Additional Space or Relocation Space, as may be agreed in writing by the Commissioner.

"Storage and/or Office Space" means the space that Licensee is granted access to under this Agreement for the sole purpose of exercising the License identified on Exhibit 2, which such Exhibit may be modified from time to time without need for formal amendment of this Agreement.

"Subcontractor" means all entities providing services and materials to Licensee necessary for its performance of Services or for the construction, repair, operation and maintenance of the Retail Service and Improvements. The term "Subcontractor" also includes subconsultants of any tier, subcontractors of any tier, suppliers and materialmen, whether or not in privity with Licensee.

"Subcontracts" means all oral or written agreements with Subcontractors.

"Sustainable Airport Manual" or "SAM" means the manual developed by the CDA regarding environmentally sustainable practices in the construction and operation of the Airports. The manual is available on the CDA website and may be updated from time to time by the CDA.

Any amendment of the SAM by the Department during the Term of this Agreement will be binding on Licensee without need for amendment of this Agreement, provided that the amendment of SAM does not conflict with the other terms and conditions of this Agreement.

"Term" means the period of time beginning on the Effective Date and ending at 11:59 p.m. on the third (3rd) anniversary of the Go-Live Date (or the date this Agreement is terminated earlier in accordance with its term); provided, however, the Commissioner may extend the Term by two additional years, in one-year increments by written notice to Licensees.

"Trade Fixtures" mean all the improvements, including furniture and fixtures, installed by the Licensee within Airport for use in its performance of the Services, which may be removed from the area it is installed without causing material damage to the such area.

"Use Agreements" means those certain airport use and facility lease agreements between the City and the airlines operating out of the Airport regarding the use and operation of the Airport, as amended or executed from time to time.

ARTICLE 4 LICENSE AND LICENSEE'S OPERATIONS

4.1 License. As of the Effective Date, the City grants Licensee a License to perform the Services in the Terminals at the Airport. Licensee accepts the License from the City and assumes the duties of Licensee provided in this Agreement and in the Airport Concession Program Handbook. Licensee understands and agrees that its License to operate, its right to perform Services in the Terminals pursuant to such License, and its ability to offer the Grab Platform on Airport Channels will terminate upon the expiration or earlier termination of this Agreement. If Licensee complies with the terms of this Agreement, Licensee will have the right of ingress to and egress from Terminals for Licensee, its officers, employees, agents, Subcontractors, vendors, suppliers, and invitees, subject, however, to all statutes, ordinances, rules and regulations from time to time enacted or established by the City, the FAA, the TSA or any other governmental agency or authority having jurisdiction. Licensee must not operate under its License in a manner that, in the judgment of the Commissioner:

- A. interferes or might interfere with the reasonable use by others of Common Areas or the leased or licensed space of tenants or licensees at the Airport;
- B. hinders or might hinder TSA, Airport security, police, fire-fighting or other emergency personnel in the discharge of their duties;
- C. would, or would be likely to, constitute a hazardous condition at the Airport;
- D. would, or would be likely to, increase the premiums for insurance policies maintained by the City, unless the operations are not otherwise prohibited under this Agreement and Licensee pays the increase in insurance premiums occasioned by the operations; or
- E. would involve any illegal purposes.

4.2 No Sublicense, Assignments or Other Uses. Licensee acknowledges that the principal purpose of this Agreement is to provide Licensee a License to perform the Services, without right of sublicense or assignment, within the Terminals and via the Airport Channels and that any attempted sublicense or other use of the License without the written consent of the City

in accordance with the terms of this Agreement is absolutely prohibited and is an Event of Default. The City hereby consents to @YourGate, LLC ("AYG") as the initial Delivery Provider subject to the following conditions precedent occurring: (i) Licensee delivers to the City a proposed contract between Licensee and AYG within sixty (60) days of execution of this Agreement; (ii) the City approves such contract, which approval shall not be unreasonable withheld; and (iii) the executed contract is in substantially the form approved by the City such that no material changes have been made to the approved form.

4.3 Purchaser Fees.

A. For each retail item available for purchase on the Grab Platform through a Concessionaire, Licensee shall not charge more than the applicable Concessionaire does for such retail item.

B. Notwithstanding the foregoing, the City has reviewed and approves of Licensee charging the Convenience Fee and, as applicable, the Delivery Fee, to Purchasers for each Order. The Licensee shall not charge Purchasers an amount for the Convenience Fee or the Delivery Fee other than the City-approved amounts set forth on Exhibit 6, unless otherwise agreed to in writing by the Commissioner. The Licensee shall not charge Purchasers any fees other than the Convenience Fee and the Delivery Fee without the written consent of the Commissioner.

C. The Commissioner may adopt other reasonable pricing policies, with which Licensee and Subcontractor shall comply, to restrict overcharging and price gouging by Subcontractor due to their dominant market position and any exclusive rights granted.

D. Licensee must submit to the CMR, within 30 days after the end of each License Year, or as requested from time to time by the Commissioner or CMR, a pricing report demonstrating compliance by Licensee with the price requirements set forth herein. Any prices that the Commissioner or CMR determines to be inconsistent with the requirements of this Section must be adjusted accordingly. At any time, and from time to time, the Commissioner or CMR may review the Convenience Fee and Delivery Fee then being charged per Order by Licensee and require adjustments in such fees in order to comply with the requirements set forth herein. Following the CMR's written notice to Licensee, Licensee shall promptly adjust the price of the Convenience Fee and Delivery Fee, as applicable. However, in no event shall the City require the price of the Convenience Fee and Delivery fee be less than the initial fees as of the Effective Date and/or less than fees charged at comparable airports in the United States. Licensee may offer lower prices as incentives or marketing initiatives. Failure to comply within five days will constitute an Event of Default. Licensee's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five-day cure period, the Commissioner will assess Licensee as liquidated damages and not as a penalty, an amount, as outlined in Exhibit 11.

4.4 General Requirements for Operation under the License. Licensee has the authority to offer the Services under the License in the Terminals subject to the rights of the City under the law, in equity, and under this Agreement to direct Licensee in order to ensure that the Airport operates in the most effective and efficient way possible and to supervise the Licensee's

performance. Licensee covenants to take all commercially reasonable measures to maintain, develop, facilitate and increase its business so as to maximize Gross Revenues. Licensee further covenants that neither it nor any Affiliate of Licensee will divert or cause or allow to be diverted any business within the Airport to other locations not at the Airport that are served by Licensee or any Affiliate of Licensee. A material condition of this Agreement is that Licensee must operate under the License in accordance with the Airport Concession Program Handbook, the Sustainable Airport Manual, and the following general requirements:

A. Licensee shall not deliver Orders outside of the Delivery Zones. Licensee shall only operate within the Terminals for the purpose of performing Services under the License. Licensee shall not use the Terminals for any other purpose whatsoever without the prior written consent of the City.

B. Licensee must perform all Services described in Exhibit 1, Scope of Licensee's Services, in accordance with the terms set forth therein. In all cases, Licensee shall perform the Services in a first-class, businesslike, efficient, courteous, and accommodating manner consistent with the terms of the Airport Concession Program Handbook, to the extent applicable.

C. Licensee must, within thirty (30) days of the Effective Date, demonstrate to the City that it has or has arranged for internet access, including Wi-Fi availability, necessary to support Licensee's operation and maintenance of the Grab Platform and the Grab Hub, which access may be through Customer's internet access. For the avoidance of doubt, the City is not obligated to provide internet access to the Licensee.

D. Licensee must at all times accept at least three nationally recognized credit cards, such as but not limited to American Express, Visa, MasterCard and Discover, as suitable payment on the Grab Platform. Licensee must offer an electronic receipt with each Order. Licensee's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after a five-day cure period, the Commissioner will assess Licensee, as liquidated damages and not as a penalty, an amount, as outlined in Exhibit 11.

E. Licensee's must, in conducting its operations under the License, be and remain compliant with Payment Card Industry Security Standards ("**PCI Standards**") at all times as the PCI Standards are in effect at such time. Any breach of foregoing must be reported to the City within twenty-four (24) hours of Licensee's knowledge of such event. Licensee's failure to be in compliance with the PCI Standards on more than one occasion constitutes an Event of Default under this Agreement.

F. In its capacity as Licensee under this Agreement, and not as an agent of the City, Licensee must perform the Services in accordance with this Agreement, in furtherance of which Licensee must, among other things:

- (i) use reasonable efforts to remedy problems and issues raised by Airport patrons with respect to the Services.
- (ii) answer in writing all written customer complaints within 72 hours after receipt, furnishing a copy of the complaint and the answer to the Commissioner within that

period; and,

- (iii) furnish the Commissioner within 72 hours after their receipt copies of all written notices received by Licensee from any governmental authority or any Subcontractor with respect to any part of the Services or any Subcontract.

If Licensee fails to timely respond to customer correspondence or governmental notices and furnish the requisite copies to the Commissioner, Licensee acknowledges that the City may suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess as liquidated damages against Licensee, and not as a penalty as shown in Exhibit 11.

G. Licensee shall comply within five days with requests for reasonable improvements in the quality of Services as the Commissioner may make at any time. Licensee shall immediately adjust the Services offered to the extent the Commissioner determines such Services raise safety or security issues.

H. Licensee shall make the Grab Platform available to the City for integration into the Airport Channels and shall provide reasonable assistance to the City with respect to such integration at no cost to the City; provided, however, this Section shall not obligate Licensee to provide City with development support.

I. Facilitate City access to the Grab Hub during the Term;

J. Engage with Concessionaires, their respective agents, representatives, commercial partners and suppliers, or other City approved Licensees, based at the Airport.

K. Be responsible for facilitating obtaining and maintaining, along with the Concessionaires, all Equipment, needed access and use of the Grab Platform under this Agreement, including, but not limited to any of the following: any kiosks, tablets, displays, interactive displays, cables, mounting equipment, etc.

L. Licensee shall provide the City a copy of any Customer Agreements and any amendments to such agreement and shall notify the City promptly of any notices of an event of default delivered or received under any Customer Agreement.

M. To the extent Licensee utilizes any third party to perform aspects of the Services, Licensee shall, at all times during the Term: (i) be licensed or permitted by such third party to utilize its in connection with performing the Services, (ii) provide the City with copies of any agreements or other evidence the City may reasonably request demonstrating such arrangements ("Third Party Agreements"), (iii) comply in all material respects with the terms and conditions of any Third Party Agreements, unless Licensee's compliance with such terms and conditions would cause Licensee to breach its obligations hereunder, (iv) notify the City in writing immediately upon notification by any party to a Third Party Agreement of Licensee's or the applicable third party's breach under or termination of such agreements. Failure to comply with this Section 4.4(M) shall be an Event of Default under this Agreement.

4.5 City's Obligations. In consideration of Licensee performing the Services in the Terminals, the City shall:

A. Subject in all respects to the Airport's safety and security protocols, including Airport Security Laws, allow Licensee personnel reasonable access to the Terminals to perform all actions reasonably necessary to perform its obligations under this Agreement and under the Customer Agreements.

B. Work with Licensee to integrate the Grab Platform within the Airport Channels, and, once integrated, reasonably ensure that the Grab Platform remains accessible at all times within the Airport Channels.

C. Provide the Hosting Services or cause a third-party to provide the Hosting Services.

4.6 Proprietary Rights.

A. Licensee shall provide City with the Grab Data, accessible via the Grab Hub. The City expressly acknowledges and agrees that Licensee will monitor City's, Concessionaires' and Purchasers' use of the Grab Platform and compile aggregated, anonymized statistical and performance information related to the provision and operation of the Grab Platform ("**Aggregated Statistics**").

B. Solely with respect to the Grab Data and Aggregated Statistics, all rights not granted in this Agreement are reserved by Licensee and its third-party licensors.

C. Subject to the City's obligations under Illinois Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), Illinois Local Records Act, 50 ILCS 205/1 et seq., ("ILRA") and other applicable laws, the City shall not directly do any of the following:

- i. attempt to de-anonymize the Grab Data and/or the Aggregated Statistics and identify individuals from such data;
- ii. use information contained in the Grab Data and/or the Aggregated Statistics to contact any Purchasers (unless mutually agreed to by Licensee and City);
- iii. publish or sell the Grab Platform and/or Grab Hub;
- iv. reverse engineer, decompile, disassemble or attempt to gain access to the source code form of the Grab Platform and/or Grab Hub;
- v. use the Grab Platform and/or Grab Hub in violation of laws and regulations;
- vi. remove any proprietary notices from the Grab Platform and/or Grab Hub to the extent that any such notices are consistent with the terms of this Agreement; or

- vii. sell, resell, rent or lease the Grab Platform and/or Grab Hub, including, without limitation, use the Grab Platform and/or Grab Hub on a service bureau or time-sharing basis or otherwise for the benefit of a third party

D. attempt to gain unauthorized access to the Grab Platform and/or Grab Hub or their related data, systems or networks.

Subject to the City's obligations under Illinois Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), Illinois Local Records Act, 50 ILCS 205/1 et seq., ("ILRA") and other applicable laws, the City shall take reasonable precautions to preserve the integrity of, and prevent the corruption, unauthorized disclosure or loss of, any Grab Data and/or Aggregated Statistics which are in its possession or control or which are processed by it.

E. As between Licensee and City, all right, title and interest in the use of the Grab Platform and Grab Hub, except as otherwise set forth in this Agreement, and all modifications and enhancements thereof, including those derived from suggestions, ideas and feedback proposed by City regarding Licensee or the use of the Grab Platform and/or Grab Hub, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Licensee or Licensee's licensors and providers, as applicable.

F. Each party acknowledges that the ownership, right, title and interest in and to the other party's trademarks rests with the other party, and both parties agree that neither will do anything inconsistent with such ownership. Licensee hereby grants, during the Term, to the City a non-exclusive, non-sublicensable, non-transferable right to use the Grantor's trademarks, service marks, logos, trade names, trade dress and URLs ("Trademarks") solely for the purposes contemplated hereby, including, without limitation, using Trademarks in connection with marketing the Grab Platform and/or Grab Hub, using Trademarks as part of sales and marketing materials in written form or otherwise, and displaying Licensee's logo or other Trademarks on City websites and mobile applications. The Licensee shall not use the City's trademarks, service marks, logos, trade names, trade dress or URLs without the express written consent of the Commissioner. Each party shall abide by any Trademark usage guidelines made available by the other party from time to time and shall provide specimens for review and approval by the other party upon request.

G. For the avoidance of doubt, any prohibition on the use of Grab Data contained in this Section 4.6 by the City or agent, subcontractor, sublicensee or other third party acting on the City's is subject to the City's obligations under Illinois Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), Illinois Local Records Act, 50 ILCS 205/1 et seq., ("ILRA") and other applicable laws as well as the compliance with applicable laws provisions set forth in Section 9.5 herein.

4.7 Confidentiality. Except as may be required by law during or after the performance of this Agreement, Licensee will not disseminate any non-public information regarding this Agreement or the Concession operations without the prior written consent of the Commissioner, which consent will not be unreasonably withheld or delayed. If Licensee is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding

any documents that may be in its possession by reason of this Agreement, Licensee must immediately give notice to the City's Corporation Counsel. The City may contest the process by any means available to it before the records or documents are submitted to a court or other third party. Licensee, however, is not obligated to withhold the delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended. Licensee must require each prospective Subcontractor to abide by such restrictions in connection with their respective Subcontracts.

4.8 Hours of Operation.

A. Licensee must begin conducting its Concession operations in the Airport Terminals on or before the Date of Beneficial Occupancy and continue them uninterrupted after that date during all required hours of operation. The Services shall be available to serve the public seven (7) days per week and three hundred sixty-five (365) days per year. In no event shall the hours of operation be curtailed to an extent that the Services contemplated under this License shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands, Customer's operating hours and Airport's flight schedules. The Self-Ordering Services will be available, with respect to each Customer, during the hours of operation as set and managed by such Customer. Delivery Services shall be available from 7:00 a.m. to 7:00 p.m. or during such other hours mutually agreed to by the Licensee and Commissioner. From time to time, the Commissioner or CMR may require Licensee to extend its hours for peak holiday travel seasons or for flight delays due to inclement weather, or conversely, the Commissioner or CMR may allow the Licensee to adjust the Self Ordering and/or Delivery Services when participating Concessionaire's hours are reduced due to passenger traffic being light.

B. Except as otherwise permitted under this Agreement, if Licensee fails to offer the Services during all times that Licensee is required to do so under this Agreement and continues for more than three days after the City gives Licensee notice, it is an Event of Default. In addition, Licensee acknowledges that failure to provide the Services to the public would cause the City substantial damages, a portion of which may be ascertainable but another portion of which, related to loss of goodwill due to the public's inability to obtain the Products, the provision of which is one of the key purposes of this Agreement, might be difficult or impossible to prove or quantify. Accordingly, in addition to other remedies available to the City for an Event of Default, Licensee must pay the City as liquidated damages (and not as a penalty) in connection with such loss of goodwill the amount as outlined in Exhibit 11, beginning as of the time that the City first notifies Licensee that it is not operating the Concession in accordance with the time requirements of this Agreement. The obligation to make payments of liquidated damages will continue until the earliest of: (i) the time that the affected portion of the Services is offered for business again; (ii) the date that this Agreement expires or is terminated with respect to the affected portion of the Services; and (iii) the date that the Commissioner receives possession of the affected portion of the Services.

4.9 Personnel.

A. Staff.

(i) Licensee must maintain a full time, fully trained staff during the Term having sufficient size, expertise and experience to perform the Services. Licensee must maintain an

adequate staffing to support the Services and maximize Gross Revenues and use the utmost skill and diligence in the conduct of its Concession operations. A minimum number of staff members, submitted in writing by Licensee and approved by the City, must be present during all hours of operation. A staff member must be able to or must have access to a person who is able to, troubleshoot and perform routine fixes on the Grab Platform and Grab Hub during all hours of operation. Grab will maintain a Grab Operations Manager who may or may not reside at the Airport but shall be available for on-site support during self-ordering hours seven (7) days a week. Grab, or through its third-party delivery service, shall maintain a Delivery Operations Manager who will reside at the Airport and will be available during delivery hours, seven days a week.

(ii) All employees of Licensee must at all times be clean, courteous, neat in appearance and helpful to the public, whether or not on duty. While on duty at the Airport, Licensee's employees must wear Airport identification badges (and any other form(s) of identification that may be required by the Commissioner or CMR from time to time) and are required to wear uniforms in good taste, the color and style of which Licensee selects. Licensee may make the arrangements with its own employees as it considers appropriate regarding the purchase and maintenance of standard uniforms. The City is entitled at any time to direct Licensee to require any of its employees not properly attired to immediately conform to the requirements of this Section or leave the Airport. Licensee must not permit its employees to use any portion of the Terminal Common Spaces, including the public washrooms located there, for the changing of clothes or the storage of their personal effects, nor may Licensee permit its employees to loiter in the Common Areas of the Terminals, including but not limited to the Food Court Common Area.

(iii) Licensee and its personnel must at all times participate and cooperate fully in all quality assurance programs that may be instituted by the Commissioner or CMR from time to time. Licensee must cause its personnel to attend all customer service training meetings and participate in such other programs as may be required by the Commissioner or CMR. An appropriate officer or management representative of Licensee must meet with the Commissioner or CMR as requested by the Commissioner or CMR to discuss matters relating to this Agreement, including merchandising and marketing plans. In addition, at the request of the Commissioner or CMR, an appropriate officer or management representative of Licensee must attend other meetings with the City, airlines, other users of the Terminals or any other parties designated by the Commissioner or CMR.

(iv) The Commissioner reserves the right to object to any of the personnel responsible for the day-to-day operations under the License. Upon receipt of such objection, Licensee must use its best efforts to resolve the cause for Commissioner's objection or replace the objectionable personnel with personnel satisfactory to the Commissioner.

B. General Manager. Licensee must designate a General Manager experienced in management and supervision who has sufficient authority and responsibility to administer and manage the operations under the License. The General Manager (or authorized representative) must be immediately available to the Department whenever any of the Services are offered. The base of operations of the General Manager may be at the Airport, and the General Manager should spend a substantial amount of his or her working hours for the Airport account, unless the Commissioner approves in writing another arrangement. The General Manager is subject to

removal at the direction of the Commissioner if the Commissioner reasonably determines, in the Commissioner's sole discretion, that the General Manager is not performing up to standards consistent with the fulfillment of Licensee's obligations.

C. Salaries. Salaries of all employees of Licensee and its Subcontractors performing Services under this Agreement must be paid unconditionally and not less often than once a month without deduction or rebate on any account, except only for those payroll deductions that are mandated by law or permitted by the applicable regulations issued by the United States Secretary of Labor under the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874, and 40 U.S.C. § 276c). Licensee must comply with all applicable "Anti-Kickback" regulations and must insert appropriate provisions in all Subcontracts covering Work under this Agreement to ensure compliance of all Subcontractors with those regulations and with the other requirements of this subsection and is responsible for the submission of affidavits required under them, except as the United States Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements of them.

4.10 Operation and Maintenance.

A. The City, at its sole cost and expense, will keep in good repair the Common Areas, including the roof, structures, foundations and central mechanical, plumbing and electrical systems in the Airport providing heating, ventilation, cooling, water, sewage and electrical service to the Terminals. The City will provide, without separate charge to Licensee, heating, ventilating and cooling of the Common Areas. The Commissioner reserves the right to interrupt temporarily the heating, air cooling, ventilation, plumbing or electrical services furnished to the Common Areas, the Terminals or the Airport as a whole to make emergency repairs or for other reasonable purposes, and the Commissioner will restore the services as soon as reasonably possible. The City has no responsibility or liability for failure to supply heat, air cooling, ventilation, plumbing, electrical or any other service to the Retail Service System, the Common Areas, the Terminals or the Airport, when prevented from doing so by laws, orders or regulations of any federal, state or local governmental requirement (including any requirement of any agency or department of the City) or as a result of the making of repairs or replacements, fire or other casualty, strikes, failure of the utility provider to provide service or due to any other matter not within the City's reasonable control.

- (i) Licensee has the non-exclusive right to use the Food Court Common Area, in common with tenants and their customers, on the terms and conditions established by the City and as may be revised during the Term at the City's sole discretion. That use includes the right to deliver to customers in the Food Court Common Area. The City reserves the right to establish and enforce the policies for the Food Court Common Area and tenants whose customers use the Food Court Common Area that the City determines are in the best interest of the overall operation of the Food Court Common Area, so that the City may properly and efficiently operate and manage it as a whole. Licensee must comply with these policies.
- (ii) Licensee must at all times in operating under the License abide by all rules and regulations applicable to tenants whose customers use the Food Court Common

Area including those relating to: (a) the health and sanitary conditions of the Food Court Common Area and the employees of Licensee; (b) standards and quality of products, services, and merchandising as determined by the City; (c) customer relations; and (d) other matters as the City determines applicable with respect to the operation of the Food Court Common Area and the business conducted by Licensee and all tenants whose customers use the Food Court Common Area.

4.11 Promotion.

A. Signs and Advertising. Licensee may, at its own expense and subject to obtaining any necessary permits and approvals from the City, install and operate necessary and appropriate identification, instructional and access signs in the Airport for its promotional use (identifying the operations of the Services in question and/or the products sold via the Grab Platform). All such signage (especially all signage visible from the Common Areas) must be in compliance with signage and other applicable criteria adopted by the Commissioner or other City agencies from time to time and subject to the prior written approval of the Commissioner as to the number, size, height, location and design (as applicable). Licensee must not install, affix, or display any signage except as permitted by the Department without the prior written consent of the Commissioner. Licensee and its Subcontractors must not distribute any advertising, promotional or informational pamphlets, circulars, brochures, or similar materials at the Airport related to Licensee's License without prior approval by the Commissioner.

B. Marketing and Advertising Fund. The Department operates a marketing fund ("Fund") for the purpose of financing a program for advertising and promoting concessions at the Airport. The Program may include advertising, media placements, special events, promotional events, brochures, videos and catalogs, mystery shops, market research and surveys, customer service training etc., as appropriate. The Program will be funded by contributions from the Licensee and other tenants at the Airport. Licensee will contribute an amount of \$5,000 per License Year to the Fund. All contributions to the Fund may only be expended for the promotion of concessions and marketing-related staff activities, including but not limited to; advertising, media placements, displays and related upkeep, special events, signage, enclosures, promotional events, brochures, videos and catalogs, mystery shops, market research and surveys, customer service training etc., as appropriate at the Airport and for no other purposes. Licensee shall make its contributions to the Fund monthly in arrears concurrently with its Fees payment under this Agreement. The City may, but is not required to, contribute to the Fund. Licensee has no ownership or beneficial interest whatsoever in the Fund or any unspent moneys therein.

C. Submission of Marketing Plan. Beginning on the Date of Beneficially Occupancy and annually thereafter during the Term, Licensee shall provide a plan to market the Grab Platform to the City.

4.12 Certain Rights Reserved By the City.

A. Except as expressly provided otherwise in this Agreement: the City has the rights set forth below, each of which the City may exercise with notice to Licensee and without liability to Licensee for damage or injury to property, person or business on account of exercising them; the City's exercise of any such rights is not deemed to constitute a breach of this Agreement or a

disturbance of Licensee's use or possession of or License for the Services or to the Storage and/or Office Space; the City's exercise does not give rise to any claim, including for set-off or abatement of Fees; the City's exercise also does not relieve Licensee of any obligation to pay all Fees when due. The rights include the rights to:

- (i) Install, affix and maintain any and all signs on the exterior and on the interior of the Terminals;
- (ii) Decorate or to make repairs, inspections, alterations, additions, or improvements, whether structural or otherwise, in and about the Terminals, or any part of them, and for such purposes to utilize the Services, and during the continuance of any of the work, to temporarily close doors, entryways, public space and corridors in the Terminals, and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Licensee's obligations under this Agreement;
- (iii) Licensee must not install or operate machinery, or any mechanical devices of a nature without the prior written consent of the Commissioner;
- (iv) Grant to any person the right to conduct any business or render any service in or to the Terminals or the Airport; and
- (xi) Promulgate from time-to-time rules and regulations regarding the operations at the Airport.

4.13 Storage and/or Office Space. To operate under the License, the City will permit Licensee to use the Storage and/or Office Space, if any, identified in Exhibit 2. The Storage and/or Office Space is to be used solely to support performance of the Services and may only be used for a different purpose with the written consent of the Commissioner. In no case shall Storage and/or Office Space be used as a point of retail sales. If the Commissioner determines that Licensee is using Storage or Office Space for purposes unrelated to the License, the Commissioner may unilaterally revoke Licensee's permission to access the Storage and/or Office Space. If the Commissioner determines that the size of the Storage and/or Office Space exceeds the needs of the Licensee, the Commissioner may unilaterally reduce the size of the Storage and/or Office Space.

4.14 MBE/WBE Compliance. Licensee shall make good faith efforts to meet the following goals with respect to participation of Minority Business Enterprises/Woman-Owned Business Enterprises ("MBE/WBE") if undertaking any design (including professional services) and construction work in connection with the License, respectively: (i) Design: 25% MBE and 5% WBE; and (ii) Construction: 26% MBE and 6% WBE. However, the City will also accept a participation plan that meets a combined single *Design and Construction* goal of 26% MBE and 6% WBE participation, which participation may be achieved with any combination of construction and design contracts. The Special Conditions and related forms used by the City in its own procurements are attached hereto as Exhibit 10 and should be used by Licensee's Contractors. Licensee must submit to the CMR completed Schedules C's and D's from its design and construction Contractors demonstrating their percentage MBE and WBE participation commitments, and their good faith efforts to achieve the foregoing goals if the commitments are less than those goals. Thereafter, Licensee must submit periodic reports to the CMR, in a form

and frequency determined by the Commissioner, documenting its Contractors' compliance with their commitments.

ARTICLE 5 TERM OF AGREEMENT

5.1 Term. The term of this Agreement is the Term as defined in Article 3, unless this Agreement is terminated earlier in accordance with its terms.

5.2 Holding Over. Continued performance of all or a portion of the Services under the License by Licensee, or continued operation of the Grab Platform by Licensee, with the written consent of the Commissioner, after expiration or termination of this Agreement constitutes holding over and will create a month-to-month license on the same terms and conditions as this Agreement, including payment of License Fees, until terminated by the Commissioner upon not less than thirty (30) days prior written notice to Licensee of such termination. If Licensee continues to hold over after receipt of such written notice, Licensee must pay License Fees for the entire holdover following the termination date under the notice, at double the rates of the License Fees. No occupancy of the Office and/or Storage Space by Licensee after the expiration or other termination of this Agreement extends the Term of this Agreement. Also, in the event of any unauthorized and willful occupancy after expiration or termination of this Agreement, Licensee must indemnify the City against all damages arising out of the retention of occupancy, and all insurance policies and letters of credit required to be obtained and maintained by Licensee as set forth in this Agreement must continue in effect. Also, in the event of such holdover, Licensee shall indemnify the City against all damages arising out of the Licensee's continued operations, and all insurance policies and letters of credit required to be obtained and maintained by Licensee as set forth in this Agreement shall continue.

5.3 Return of the Storage and/or Office Space.

A. Licensee must remove all Licensee personal property and trade fixtures from the Airport, or the portions of the Airport before the date of termination or expiration. Any personal property or trade fixtures remaining from the Services forty-eight (48) hours after the date of termination or expiration shall be deemed abandoned, and the City may dispose of such personal property or trade fixtures in the Commissioner's sole discretion, and Licensee shall have no claim to the proceeds, if any, from such disposition.

B. Licensee must repair any damage to Airport caused by Licensee's removal of Licensee personal property and trade fixtures. Any removal and repair required of Licensee under this section are at Licensee's sole cost and expense.

C. If Licensee fails to perform any of its foregoing obligations, then the Commissioner may cause the obligations to be performed by Department personnel or City contractors, and Licensee must pay the cost of the performance, together with interest thereon at the Default Rate from and after the date the costs were incurred until receipt of full payment thereof.

5.4 Termination Due to Change in Airport Operations. This Agreement and the License are subject to termination by either party on 60 days' written notice in the event of any action by the FAA, the TSA or any other governmental entity or the issuance of an order by any court of competent jurisdiction which prevents or restrains the use of the Airport, the Terminals or

a portion thereof that renders performance by either party for the Services impossible, and which governmental action or court order remains in force and is not stayed by way of appeal or otherwise, for a period of at least 90 days, so long as the action or order is not the result of any Event of Default of Licensee.

5.5 Eminent Domain.

A. If the entirety of the Terminals or a substantial part of them, including the entire Delivery Zones, is taken by eminent domain by an authority other than the City, the Term of this Agreement will end upon the earlier of the date when possession is required by the condemning authority or the effective date of the taking.

B. If any eminent domain proceeding is instituted by an authority other than the City in which it is sought to take any part of the Airport or the Terminals, the taking of which would, in the good faith judgment of the Commissioner or Licensee, render it impractical or undesirable to operate under the License on the remaining portion of the Terminals for the intended purposes, the Commissioner and Licensee will each have the right to terminate this Agreement upon not less than 90 days' written notice to the other.

C. In the event of termination of this Agreement under either (A) or (B), all Fees accrued are payable to the City.

5.6 Early Termination. Notwithstanding anything to the contrary set forth in this Lease, the Commissioner may terminate this Agreement with respect to any or all of the and Services without cause for any reason, in the Commissioner's sole discretion, upon at least ninety (90) days prior written notice to Licensee. Upon the effective date set forth in such notice, Licensee shall cease operations under that portion of the License related to the Services as to which this Agreement is being terminated as if the Agreement had expired on that date with respect to such Services. In the event of such early termination, the City shall pay to Licensee a "Services Termination Payment", which shall be defined herein to be the sum equal to Revenue Share earned by Licensee from such Services being terminated during the four (4)-month period immediately preceding the termination date, less the Fees payable to the City for that period. Upon Licensee's receipt of the Services Termination Payment, the City and Licensee shall thereafter be released from any and all obligations under this Agreement with respect to those Services except for such obligations which are expressly stated to survive the expiration or earlier termination of this Agreement.

ARTICLE 6 FEES AND PAYMENT TERMS

6.1 Fees Payable.

A. In consideration of Licensee's License and the associated rights and privileges granted in this Agreement, Licensee must pay the Fees incurred pursuant to this Agreement, without notice or demand, which include but are not limited to, the Fees specified below (collectively, "**Fees**") as follows:

(i) License Fee. Beginning as of the Go-Live Date, the License Fee shall be an amount equal to the greater of a. or b.:

- a. Percentage Fee. The “**Percentage Fee**” is an amount equal to the percentage of Revenue Share as set forth in Exhibit 3.
- b. Minimum Annual Guarantee. There is no “**Minimum Annual Guarantee**” or “**MAG**” for the first License Year of the Term. The Minimum Annual Guarantee for the second License Year is 85% of the Percentage Fee payable in the first License Year. Beginning with the third License Year, and for each License Year thereafter, the Minimum Annual Guarantee will equal the greater of 85% of the Percentage Fee payable for the preceding License Year, and the Minimum Annual Guarantee for the second License Year. The MAG will be pro-rated in the event any License Year is less than twelve months.

- (ii) Additional Fees. Any other charges payable to the City under this Agreement that are identified as “**Additional Fees.**”

B. Nonpayment of Fees; Obligation to Pay Fees. Failure by Licensee to pay the Fees, or any portion thereof, when due is an Event of Default. The payment of the Fees under this Agreement is independent of each and every other covenant and agreement contained in this Agreement, and Contractor must pay all Fees without any set off, abatement, counterclaim or deduction whatsoever except as otherwise expressly provided in this Agreement.

C. Impositions. Licensee must timely pay, as and when due, any and all taxes, assessments, fees, and charges levied, assessed or imposed by a governmental unit upon this Agreement, the License, the Grab Platform or Grab Hub or upon Licensee's personal property, including but not limited to all permit fees and charges of a similar nature for Licensee's conduct of any business or undertaking in the Terminals (collectively, “**Impositions**”). Licensee must provide the Concession Management Representative with copies of any business licenses or permits required for the Licensee to perform the Services. Licensee must provide Commissioner a copy of all notices relating to any Impositions incurred within 30 days after receipt and must provide the Commissioner with a receipt indicating payment of such Imposition when due. Nothing in this Agreement precludes Licensee from contesting the amount of an Imposition, including those taxes or charges enacted or promulgated by City, but unless otherwise allowed by the entity imposing the tax or charge, Licensee must pay the tax or charge pending the judicial or administrative decision on the Licensee's contest. Failure of Licensee to pay any Imposition when due, except to the extent that Licensee is allowed to withhold payment while contesting the amount of the Imposition, will constitute an Event of Default. As provided in Section 4.1, Licensee acknowledges that the leasehold created under this Agreement is taxable, and while Licensee may contest the amount of the leasehold tax, Licensee shall not contest its applicability.

6.2 Time of Payments.

A. On or before the first day of each calendar month, prorated for any partial calendar month, beginning on the Go-Live Date and continuing throughout the Term, Licensee must pay to the City that portion of the Minimum Annual Guarantee as may be due;

B. On or before the 15th day of each month following the month in which the Go-Live Date occurs, Licensee must pay the City:

- (i) the amount, if any, by which the actual Percentage Fee for the preceding month exceeds the Minimum Annual Guarantee payment that was made on the first day of the month;
- (ii) any other forms of Additional Fees, if any, based, as applicable, either fixed or on the Revenue Share of the preceding month or pre-determined amount; and
- (iii) any other charges payable to the City.

C. Year End True Up. If the annual statement of Gross Revenues indicates that the Percentage Fee attributable to the preceding License Year exceeds the amount of all payments made by Licensee to the City for the License Year in question, then Licensee must pay the amount of the underpaid Percentage Fee to the City upon the submission of the annual statement of Gross Revenues. If the annual statement of Gross Revenues indicates that the Percentage Fee attributable to the preceding License Year is less than the amount of all License Fee payments made by Licensee to the City for the period in question, but the Percentage Fee still exceeds the MAG for that License Year, then Licensee will receive a credit against the next License Fee payment due under this Agreement for the amount by which the License Fee actually paid by Licensee exceeded the Percentage Fee attributable to the period.

6.3 Material Underpayment or Late Payment. Without waiving any other remedies available to the City, if:

- (i) Licensee underpaid Fees due in any calendar year by more than 5%, or
- (ii) Licensee failed to make any Fees payments within 5 days of the date due, then Licensee must pay, in addition to the amount due the City as Fees, interest on the amount of underpayment or late payment at the Default Rate. Interest on the amount underpaid accrues from the date on which the original payment was due until paid in full and shall be considered Additional Fees. The provision for the payment of interest does not constitute an authorization by the City of underpayment or late payment.

6.4 Reports.

A. Monthly. Licensee must furnish to the Commissioner on or before the 15th day of each calendar month falling wholly or in part within the Term of this Agreement a complete statement, certified by Licensee, of the amount of Gross Revenues derived from Orders related to each Concessionaire by Licensee during the preceding month. Monthly sales reports must include, at a minimum:

- (i) Location of sale
- (ii) Number of Orders per location
- (iii) Gross receipts per location
- (iv) Pick-up orders by passengers and employees
- (v) On-demand delivery orders by passengers and employees
- (vi) Total amounts for pick-ups and delivery by location

- (vii) Other anonymized or aggregated information, as requested by the City, which Licensee is able to provide.

B. Daily and/or Weekly. Licensee will furnish to the Commissioner daily and/or weekly sales reports, if requested, breaking down all sales and Gross Revenues by the categories set forth in 18(b) of the Exhibit 1. If so requested, Licensee will provide Commissioner with statistical information regarding the number and type of transactions occurring for the Services, in the form specified by the Commissioner.

- C. Annually, or more often as may be reasonably requested by the City:

- (i) Licensee also must furnish to Commissioner no later than March 1 of each License Year falling wholly or in part within the Term of this Agreement, and within 120 days after the expiration or termination of this Agreement, a complete statement of revenues certified by an independent certified public accountant engaged by Licensee, showing in all reasonable detail the amount of Gross Revenues made by Licensee from the License during the preceding License Year and copies of all returns and other information filed with respect to Illinois sales and use taxes as well as such other reasonable financial and statistical reports as the Commissioner may, from time to time, require by written notice to Licensee.
- (ii) The annual statement must include a breakdown of Gross Revenues on a month-by-month basis and an opinion of an independent certified public accountant that must include the following language, or language of similar purport:

"We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago by [_____] for the year ended _____ relating to its operations at the Terminals pursuant to an Agreement dated _____, _____. Our examination was made in accordance with generally accepted accounting principles and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement showing gross revenues of \$_____ presents accurately the amount of Gross Revenues, as defined in the Agreement, for the year ended _____."

D. All such reports and statements must be prepared on a form approved by the Commissioner and must, among other things, provide a breakdown of the Gross Revenues by category of products and an analysis of all Percentage Fees due and payable to the City with respect to the period in question. If Licensee fails to timely furnish to the Commissioner any monthly or annual statement required under this Agreement or if the independent certified public accountant's opinion is qualified or conditioned in any manner, the Commissioner has the right (but is not obligated) without notice, to conduct an audit of Licensee's books and records and to prepare the statements at Licensee's expense. Licensee must also provide the Commissioner with such other

financial or statistical reports and information concerning the Licensed Space or any part thereof, in the form as may be reasonably required from time to time by the Commissioner.

6.5 Books, Records and Audits.

A. Except as provided below, Licensee must prepare and maintain at its office full, complete and proper books, records and accounts in accordance with generally accepted accounting procedures relating to and setting forth the Gross Revenues and must require and cause its operations personnel to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Licensee. The books and source documents to be kept by Licensee must include true copies of all federal, state and local tax returns filed with respect to Licensee's operation of the License and reports, records of inventories and receipts of Orders, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted under the License by Licensee and any other persons conducting business under the License. Pertinent original sales records must include the following documents or their auditable electronic equivalents:

- (i) cash register tapes, including tapes from temporary registers,
- (ii) serially pre numbered sales slips,
- (iii) the original records of all mail and telephone orders at and to the Leased Space,
- (iv) original records indicating that Products returned by customers was purchased at the Leased Space by the customers,
- (v) memorandum receipts or other records of Products taken out on approval,
- (vi) detailed original records of any exclusions or deductions from Gross Revenues,
- (vii) sales tax records, and
- (viii) such other sales records, if any, that would normally be examined by an independent accountant under accepted auditing standards in performing an audit of Tenant's Gross Revenues.

B. Licensee must record at the time of each sale or other transaction all receipts from the sale or other transaction, in a secure, electronic format. The books, records and accounts, including any sales tax reports that Licensee may be required to furnish to any government or governmental agency, must at all reasonable times be open to the inspection (including the making of copies or extracts) of the Commissioner, the Commissioner's auditor or other authorized representative or agent at the Licensee's other offices in Chicago for a period of at least 3 years after the expiration of each calendar year falling wholly or in part within the Term.

C. The acceptance by the Commissioner of payments of any Percentage Fee is without prejudice to the Commissioner's right to conduct an examination of the Licensee's books and records relating to Gross Revenues in order to verify such amounts.

D. After providing Licensee at least three (3) days prior oral or written notice, the Commissioner may inspect the books and records of Licensee. Further, at its option, the Commissioner may at any reasonable time, upon no less than ten (10) days prior written notice to

Licensee cause a complete audit to be made of Licensee's entire records relating to the Services for the period covered by any statement issued by Licensee as above set forth. If the audit discloses that Licensee's statement of Gross Revenues is understated to the extent of:

- (i) 3% or more, Licensee must promptly pay the City the cost of the audit in addition to the deficiency (and any interest on the deficiency at the Default Rate), which deficiency is payable in any event; and if
- (ii) 5% or more, an Event of Default is considered to have occurred, and in addition to all other remedies available under this Agreement, at law, or in equity (including those set forth in clause (i) above), the Commissioner has the right to terminate this Agreement immediately upon giving notice to Licensee, without any opportunity for Licensee to cure.

In addition to the foregoing, and in addition to all other remedies available to the City, if Licensee or the City's auditor schedules a date for an audit of Licensee's records and Licensee fails to be available or otherwise fails to comply with the reasonable requirements for the audit, Licensee must pay all reasonable costs and expenses associated with the scheduled audit.

ARTICLE 7 INSURANCE, INDEMNITY AND SECURITY

7.1 Insurance. Licensee must, at its sole expense, procure and maintain at all times during the Term of this Agreement, and during any time period following expiration or termination of this Agreement during which Licensee is holding over or Licensee is required to relinquish the License for any reason whatsoever, the types of insurance specified in Exhibit 8 covering all operations under this Agreement, with insurance companies authorized to do business in the State of Illinois.

7.2 Indemnification.

A. Except where this indemnity clause would be found to be inoperative or unenforceable under the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq. ("**Anti-Indemnity Act**"), Licensee must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees, from and against any and all Losses.

B. "**Losses**" means, individually and collectively, liabilities of every kind, including losses, damages, and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Licensee, its employees, agents, subtenants, and Subcontractors.

C. At the City Corporation Counsel's option, Licensee must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Licensee of any of its obligations under this Agreement. Licensee must not make any settlement

without the prior written consent to it by the City Corporation Counsel if the settlement requires any action on the part of the City or in any way involving the Airport.

D. To the extent permissible by law, Licensee waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any limits applicable to a claim by any employee of Licensee that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 et seq or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The waiver, however, does not require Licensee to indemnify the City for the City's own negligence to the extent doing so would violate the Anti-Indemnity Act. The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

E. The indemnities contained in this section survive expiration or termination of this Agreement, for matters occurring or arising during the Term of this Agreement or as the result of or during the holding over of Licensee beyond the Term. Licensee acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Licensee's duties under this Agreement, including the insurance and Security requirements.

7.3 Disclaimer by City. Notwithstanding anything in this Agreement to the contrary, City expressly disclaims any and all liability for damage of any caused by performance of the Services except to the extent that such damage is caused by the grossly negligent acts or omissions or willful misconduct of the City or its employees. All liability for damage caused by performance of the Services shall be the responsibility of Licensee, except to the extent that such damage is caused by the grossly negligent acts or omissions or willful misconduct of the City or its employees.

7.4 Security

A. Form of Security.

- (i) Licensee must deliver to the City no later than the earlier to occur of: a) thirty (30) days after the Effective Date or (b) the Go-Live Date, an irrevocable, unconditional sight draft Letter of Credit in favor of the City. The face amount of the Letter of Credit and any replacements or renewals of it must be maintained by Licensee, through and including the date that is 180 days after the expiration of the Term or termination of this Agreement in the amount of \$25,000. The Letter of Credit must be in the form set forth in Exhibit 7 or as otherwise approved by the Corporation Counsel.
- (ii) In lieu of the Letter of Credit, Licensee may provide cash or a cashier's check in the same amount for immediate deposit in the City's accounts. The Letter of Credit, cash or cashier's check, as applicable, is referred to in this Agreement as the "Security." The original Letter of Credit, and all replacements of it, must be issued with an expiry date of at least one year after their respective dates of issuance. The Security secures the faithful performance by Licensee of all of Licensee's obligations under this Agreement. The Commissioner is entitled to draw on any such Letter of Credit unless proof of renewal of the Letter of Credit or a replacement

Letter of Credit in form and substance satisfactory to the Comptroller has been furnished to the Commissioner at least 30 days before its expiration date. The City will hold the proceeds as a cash Security to secure the full and faithful performance of Licensee's obligations under this Agreement. The Commissioner is not obligated to pay or credit Licensee with interest on any Security.

- (iii) The Commissioner also is entitled to draw on the Letter of Credit in whole or in part upon the occurrence of an Event of Default, in which event the Commissioner is entitled to apply or retain all or any part of the proceeds of it or any cash or other Security deposited by Licensee and held by the City for the payment of any obligation of Licensee arising before or after the Event of Default.
- (iv) The Letter of Credit must provide that the Commissioner may draw upon the Letter of Credit in whole or in part upon the delivery by the Commissioner to the issuer of the Letter of Credit of a demand for payment, purportedly signed by the Commissioner, together with a written statement that the Commissioner is entitled to draw upon the Letter of Credit under the terms of this Agreement. If amounts are drawn upon the Letter of Credit or amounts of a cash Security are applied by the Commissioner in accordance with the terms of this Agreement, Licensee must reinstate the Letter of Credit or cash Security to its full amount required in this Agreement within 5 days following notification by the Commissioner of the City's draw upon the Letter of Credit or use of the cash Security. The rights reserved to the Commissioner or the City under the Letter of Credit or any cash Security are in addition to any rights they may have under this Agreement or under law.

B. Qualified Issuers. The Letter of Credit called for in this Agreement must be issued by companies or financial institutions having a rating of "A" or better as determined by S&P Global Ratings or by Moody's Investors Service, Inc., or a net worth of at least \$500,000,000, and must have an office in Chicago where the Commissioner may draw on the Letter of Credit. The Commissioner also reserves the right to order Licensee to immediately cease performance of some or all of the Services until the Letter of Credit is in place and effective.

C. Right to Require Replacement of Letter of Credit. If the financial condition of any Letter of Credit issuer issuing the Letter of Credit materially and adversely changes, the Commissioner may, at any time, require that the Letter of Credit be replaced with a Letter of Credit from another institution and in accordance with the requirements set forth in this section.

D. No Excuse from Performance. None of the provisions contained in this Agreement nor in the Letter of Credit required under this Agreement excuse Licensee from faithfully performing in accordance with the terms and conditions of this Agreement or limit the liability of Licensee under this Agreement for any and all damages in excess of the amounts of the Letter of Credit.

E. Non-Waiver. Notwithstanding anything to the contrary contained in this Agreement, the failure of the Commissioner to draw upon the Letter of Credit required under this Agreement or to require Licensee to replace the Letter of Credit at any time or times when the Commissioner has the right to do so under this Agreement does not waive or modify the

Commissioner's rights to draw upon the Letter of Credit and to require Licensee to maintain or, as the case may be, replace the Letter of Credit, all as provided in this Section.

ARTICLE 8 DEFAULT, REMEDIES AND TERMINATION

8.1 Events of Default. The following (A) through (N) constitute Events of Default by Licensee under this Agreement. The Commissioner will notify Licensee in writing of any event that the Commissioner believes to be an Event of Default. Licensee will be given an opportunity to cure the Event of Default within a reasonable period of time, as determined by the Commissioner, but not to exceed 30 days after written notice of the Event of Default; provided, that (i) if a provision of this Agreement provides for a different cure period for a particular Event of Default, that different cure period will apply; (ii) if a provision of this Agreement does not allow a right to cure a particular Event of Default, there will be no right to cure; and (iii) if neither (i) or (ii) apply and if the promise, covenant, term, condition or other non-monetary obligation or duty cannot be cured within the time period granted by the Commissioner, but Licensee promptly begins and diligently and continuously proceeds to cure the failure within the time period granted and after that continues to diligently and continuously proceed to cure the failure, and the failure is reasonably susceptible of cure within 45 days from delivery of the notice, Licensee will have the additional time, not in any event to exceed 45 days, to cure the failure.

A. Any material misrepresentation made by Licensee to the City in the inducement to City to enter this Agreement or in the performance of this Agreement. There is no right to cure this Event of Default.

B. Licensee's failure to make any payment in full when due under this Agreement and failure to cure the default within five days after the City gives written notice of the non-payment to Licensee. In addition, Licensee's failure to make any such payment within five days after the written notice more than three times in any License Year constitutes an Event of Default without the necessity of the City giving notice of the fourth failure to Licensee or allowing Licensee any opportunity to cure it.

C. Licensee's failure to promptly and fully keep, fulfill, comply with, observe, or perform any promise, covenant, term, condition or other non-monetary obligation or duty of Licensee contained in this Agreement.

D. Licensee's failure to promptly and fully perform any obligation or duty, or to comply with any restriction of Licensee contained in this Agreement concerning Transfer or Change in Ownership, whether directly or indirectly, of Licensee's rights or interests in this Agreement or of the ownership of Licensee.

E. Licensee's failure to provide or maintain the insurance coverage required under this Agreement (including any material non-compliance with the requirements) and the failure to cure the Event of Default within two days following oral or written notice from the Commissioner; or, if the noncompliance is non-material, the failure to cure the Event of Default within 20 days after the Commissioner gives written notice. The Commissioner, in the Commissioner's sole discretion, will determine if noncompliance is material.

F. Licensee's failure to provide Services at all times Licensee is required to do so under this Agreement.

G. An Event of Default by Licensee or any Affiliate under any other agreement it may presently have or may enter into with the City during the Term of this Agreement and failure to cure the default within any applicable cure period.

H. Licensee or Guarantor, if any, does any of the following and the action affects Licensee's ability to carry out the terms of this Agreement:

- (i) becomes insolvent, as the term is defined under Section 101 of the Bankruptcy Code as amended from time to time; or
- (ii) fails to pay its debts generally as they mature; or
- (iii) seeks the benefit of any present or future federal, state or foreign insolvency statute; or
- (iv) makes a general assignment for the benefit of creditors, or
- (v) files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any State or any foreign jurisdiction; or
- (vi) consents to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property.

I. An order for relief is entered by or against Licensee or Guarantor (if any) under any chapter of the Bankruptcy Code or similar law in any foreign jurisdiction and is not stayed or vacated within 60 days following its issuance.

J. Licensee is dissolved.

K. A violation of law that results in a guilty plea, a plea of nolo contendere, guilty finding, or conviction of a criminal offense, by Licensee, or any of its directors, officers, partners or key management employees directly or indirectly relating to this Agreement, and that may threaten, in the sole judgment of Commissioner, Licensee's performance of this Agreement in accordance with its terms.

L. Any failure to perform, act, event or omission that is specifically identified as an Event of Default elsewhere in this Agreement.

8.2 Remedies.

A. If an Event of Default occurs and is not cured by Licensee in the time allowed, in addition to any other remedies provided for in this Agreement, including the remedy of Self-help as provided in Section 9.3, the City through the Commissioner or other appropriate City official may exercise any or all of the following remedies; Terminate this Agreement with respect to all or a portion of the Services and exclude Licensee from any part of the Terminal affected by the termination. If the Commissioner elects to terminate this Agreement, the Commissioner may, at the Commissioner's sole option, serve notice upon Licensee that this Agreement ceases and expires and becomes absolutely void with respect to the License or that part identified in the notice on the

date specified in the notice, to be no less than five days after the date of the notice, without any right on the part of Licensee after that to save the forfeiture by payment of any sum due or by the performance of any term, provision, covenant, agreement or condition broken. At the expiration of the time limit in the notice, this Agreement and the Term of this Agreement, as well as the right, title and interest of Licensee under this Agreement, wholly ceases and expires and becomes void with respect to the Services identified in such notice in the same manner and with the same force and effect (except as to Licensee's liability) as if the date fixed in the notice were the date in this Agreement stated for expiration of the Term with respect to the Services identified in such notice.

B. Recover all Fees, including Additional Fees and any other amounts due that have accrued and are then due and payable and also all damages available at law or under this Agreement. If the Agreement is terminated, whether in its entirety or with respect to a part of the Services, the damages will include damages for the balance of the scheduled Term, based upon any and all amounts that Licensee would have been obligated to pay for the balance of the Term with respect to the Services, or if this Agreement is terminated with respect to a portion of the Services, that portion of the Services affected by the termination, calculated as provided in this Agreement or, if not fixed, as reasonably estimated and prorated among the various portions of the Services. In determining the amount of damages for the period after termination, the Commissioner may make the determination based upon the sum of any future payments that would have been due to the City, for the full License Year immediately before the Event of Default. All amounts that would have been due and payable after termination for the balance of the Term with respect to all or a portion of the Services must be discounted to present value at the Default Rate existing as of the date of termination. The Commissioner may declare all amounts to be immediately due and payable.

C. Seek and obtain specific performance, a temporary restraining order or an injunction, or any other appropriate equitable remedy.

D. Seek and obtain money damages; including special, exemplary, incidental and consequential damages.

E. Deem Licensee and Affiliates non-responsible in future contracts or concessions to be awarded by the City.

F. Declare Licensee and Affiliates in default under any other existing contracts or agreements they might have with the City and to exercise any remedies available under those other contracts or agreements.

G. Accept the assignment of any and all Subcontracts between Licensee and any design and construction Subcontractors.

H. require Licensee to terminate a Subcontractor that is causing breaches of this Agreement.

8.3 Effect of Default and Remedies

A. The City's waiver of any one right or remedy provided in this Agreement does not constitute a waiver of any other right or remedy then or later available to the City under this Agreement or otherwise. A failure by the City or the Commissioner to take any action with respect

to any Event of Default or violation of any of the terms, covenants or conditions of this Agreement by Licensee will not in any respect limit, prejudice, diminish or constitute a waiver of any rights of the City to act with respect to any prior, contemporaneous or later violation or Event of Default or with respect to any continuation or repetition of the original violation or Event of Default. The acceptance by the City of payment for any period or periods after an Event of Default or violation of any of the terms, conditions and covenants of this Agreement does not constitute a waiver or diminution of, nor create any limitation upon any right of the City under this Agreement to terminate this Agreement for subsequent violation or Event of Default, or for continuation or repetition of the original violation or Event of Default. Licensee has no claim of any kind against the City by reason of the City's exercise of any of its rights as set forth in this Agreement or by reason of any act incidental or related to the exercise of rights.

B. All rights and remedies of the City under this Agreement are separate and cumulative, and none excludes any other right or remedy of the City set forth in this Agreement or allowed by law or in equity. No termination of this Agreement or the taking or recovery of the Licensed Space deprives the City of any of its remedies against Licensee for Fees, including Additional Fees or other amounts due or for damages for the Licensee's breach of this Agreement. Every right and remedy of the City under this Agreement survives the expiration of the Term or the termination of this Agreement.

ARTICLE 9 SPECIAL CONDITIONS

9.1 Warranties and Representations. In connection with the execution of this Agreement, Licensee warrants and represents statements (A) through (K) below are true as of the Effective Date. If during the Term there is any change in circumstances that would cause a statement to be untrue, Licensee must promptly notify the Commissioner in writing. Failure to do so will constitute an Event of Default. Licensee must incorporate all of the provisions set forth in this Section 9.1 in all Subcontracts entered into with any suppliers of materials, furnishers of services, Subcontractors, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any materials, labor or services in connection with this Agreement, such that the parties warrant, represent and covenant to Licensee as to the matters set forth in this Section. Licensee must cause its Subcontractors to execute those affidavits and certificates that may be necessary in furtherance of these provisions. The certifications must be attached and incorporated by reference in the applicable agreements. If any Subcontractor is a partnership or joint venture, Licensee must also include provisions in its Subcontract ensuring that the entities comprising the partnership or joint venture are jointly and severally liable for its obligations under it.

A. Licensee is financially solvent; Licensee holds itself to very high standards of quality and professionalism; Licensee and each of its employees and agents are competent to perform as required under this Agreement; this Agreement is feasible of performance by Licensee in accordance with all of its provisions and requirements; Licensee has the full power and is legally authorized to perform or cause to be performed its obligations under this Agreement under the

terms and conditions stated in this Agreement; and Licensee can and will perform, or cause to be performed, all of its obligations under this Agreement in accordance with the provisions and requirements of this Agreement

B. Licensee is qualified to do business in the State of Illinois; and Licensee has a valid current business privilege license to do business in the State of Illinois and the City of Chicago, if required by applicable law.

C. The person signing this Agreement on behalf of Licensee has been duly authorized to do so by Licensee; all approvals or consents necessary in order for Licensee to execute and deliver this Agreement have been obtained; and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated, nor the fulfillment of or compliance with the terms and conditions of this Agreement:

- (i) conflict with or result in a breach, default or violations of: Licensee's organizational documents; any law, regulation, ordinance, court order, injunction, or decree of any court, administrative agency or governmental body, or any lease or permit; or any of the terms, conditions or provisions of any restriction or any agreement or other instrument to which Licensee is now a party or by which it is bound; or
- (ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Licensee under the terms of any instrument or agreement.

D. There is no litigation, claim, investigation, challenge or other proceeding now pending or, to Licensee's knowledge after due and complete investigation, threatened, challenging the existence or powers of Licensee, or in any way affecting its ability to execute or perform under this Agreement or in any way having a material adverse effect on the operations, properties, business or finances of Licensee.

E. This Agreement constitutes the legal, valid and binding obligation of Licensee, enforceable against Licensee in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and other laws affecting creditors' rights and remedies generally and by the application of equitable principles.

F. No officer, agent or employee of the City is employed by Licensee or has a financial interest directly or indirectly in this Agreement, a Subcontract under it, or the compensation to be paid under it except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code and as may otherwise be permitted by law.

G. Licensee has not and will not knowingly used the services of any person or entity for any purpose in its performance under this Agreement, when such person or entity is ineligible to perform services under this Agreement or in connection with it, as a result of any local, state or federal law, rule or regulation, or when such person or entity has an interest that would conflict the performance of services under this Agreement.

H. There was no broker instrumental in consummating this Agreement and no conversations or prior negotiations were had with any broker concerning the rights granted in this Agreement with respect to the License. Licensee shall hold the City harmless against any claims

for brokerage commission arising out of any conversations or negotiations had by Licensee with any broker.

I. Neither Licensee nor any Affiliate of Licensee 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 with which the City may not do business under applicable law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, and Entity List, and the Debarred List.

J. Licensee, and to the best of Licensee's knowledge, its Affiliates, Subcontractors, any of their respective owners holding 7.5% or more beneficial ownership interest, and any of Licensee's directors, officers, members, or partners:

- (i) currently have no interest, directly or indirectly, that conflicts in any manner or degree with Licensee's performance under this Agreement and will not at any time during the Term have any interest nor acquire any interest, directly or indirectly, that conflicts or would or may conflict in any manner or degree with Licensee's performance under this Agreement;
- (ii) have no outstanding parking violation complaints or debts, as the terms are defined in Section 2-92-380 of the Municipal Code (with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding) and agrees that, for the Term, they will promptly pay any debts, outstanding parking violation complaints or monetary obligations to the City that may arise during the Term, with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding;
- (iii) are not in default under any other City contract or agreement as of the Effective Date, nor have been deemed by the City to have been in default of any other City contract or agreement within five years immediately preceding the Effective Date;
- (iv) are not in violation of the provisions of § 2-92-320 of the Municipal Code pertaining to certain criminal convictions or admissions of guilt and are not currently debarred or suspended from contracting by any Federal, State or local governmental agency;
- (v) are not delinquent in the payment of any taxes due to the City; and
- (vi) will not make use of the License in any manner that might interfere with the landing and taking off of aircraft at the Airport under current or future conditions or that might otherwise constitute a hazard to the operations of the Airport or to the public generally.

K. Except only for those representations, statements, or promises expressly contained in this Agreement, including any exhibits attached to this Agreement and incorporated by reference in this Agreement, no representation, warranty of fitness, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Licensee to enter into this Agreement or has been relied upon by Licensee, including any with reference to:

- (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (ii) the nature of the License;
- (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement;
- (iv) the general conditions that may in any way affect this Agreement or its performance;
- (v) the compensation provisions of this Agreement; or
- (vi) any other matters, whether similar to or different from those referred to in clauses (i) through (iv) immediately above, affecting or having any connection with this Agreement, the negotiation of this Agreement, any discussions of this Agreement, the performance of this Agreement or those employed in connection with it.

9.2 Business Documents, Disclosure of Ownership Interests and Maintenance of Existence.

A. Licensee must provide evidence of its authority to do business in the State of Illinois including, certifications of good standing from the Office of the Secretary of State of Illinois, and appropriate resolutions or other evidence of the authority of the persons executing this Agreement on behalf of Licensee.

B. Licensee has provided the Commissioner with an Economic Disclosure Statement and Affidavit (“EDS”) for itself and EDSs for all entities with an ownership interest of 7.5 percent or more in Licensee, copies of which have been scanned for viewing on the City’s website. Upon request by the Commissioner, Licensee must further cause its Subcontractors, sublicensees and proposed Transferees (and their respective 7.5 percent owners) to submit an EDS to the Commissioner. Licensee must provide the Commissioner, upon request, a “no change” affidavit if the information in the EDS(s) previously supplied remains accurate, or revised and accurate EDS(s) if the information contained in the EDS(s) has changed. In addition, Licensee must provide the City revised and accurate EDS(s) within 30 days of any event or change in circumstance that renders the EDS(s) inaccurate. Failure to maintain accurate EDS(s) on file with the City is an Event of Default.

9.3 Licenses and Permits. Licensee must in a timely manner consistent with its obligations under this Agreement, secure and maintain, or cause to be secured and maintained at its expense, the permits, licenses, authorizations and approvals as are necessary under federal, state or local law for Licensee and any Subcontractors: to perform the Services; operate and use the License; and otherwise to comply with the terms of this Agreement and the privileges granted under this Agreement. Licensee must promptly provide copies of any required licenses and permits to the Commissioner and to the Concession Management Representative.

9.4 Subcontracts and Assignments.

A. The City expressly reserves the right to assign or otherwise transfer all or any part of its interest under this Agreement, at any time and to any third party. Upon assignment to any

successor or assignee of the City's right, title and interest in and to the Airport, the City is forever relieved, from and after the date of the assignment, of any and all obligations arising under or out of this Agreement, to the extent the obligations are assumed by the successor or assignee.

B. Limits on Licensee's transfers and changes in ownership:

- (i) Licensee may not sell, assign, sublease, sublicense, convey, pledge, encumber or otherwise transfer (individually and collectively, "**Transfer**") all or any part of its rights or interests in or to this Agreement, the License, the Term, or otherwise permit any third party to use the Licensed, without prior consent of the City, which consent may be given or denied in the City's sole and absolute discretion. Transfers involving all of Licensee's interest in this Agreement require approval of the City Council. Transfers of less than all of Licensee's interest in this Agreement require approval of the Commissioner. Consent by the City to any Transfer does not relieve Licensee from the requirement of obtaining consent from the City for any subsequent Transfer. Transfers that have the effect of granting a third party a security interest in this Agreement are strictly prohibited and, if entered into by Licensee, are an Event of Default.
- (ii) Except as otherwise provided below, any transaction involving a change of any ownership interest in Licensee, whether to an Affiliate, subsidiary or otherwise, or the transfer of an interest in any holder of a direct or indirect ownership interest in Licensee, or any merger or consolidation of Licensee (individually and collectively, "**Change in Ownership**"), is subject to the consent of:
 - a. City Council, in its sole discretion, if the Change in Ownership involves a 100% Change in Ownership of Licensee, or
 - b. the Commissioner, in the Commissioner's reasonable discretion, if the Change in Ownership involves less than a 100% Change in Ownership of Licensee.

For the avoidance of doubt, any change in the allocation of ownership percentages of a joint venture constitutes a Change in Ownership.

- (iii) If Licensee (or, if Licensee is a joint venture or other entity comprised of other entities, any of the entities comprising Licensee) is a corporation whose shares are traded at arms-length on a public exchange, any Change in Ownership involving **5%** or more of the shares of Licensee's (or if Licensee is a joint venture or other entity comprised of other entities, of any of the entities comprising Licensee) stock is subject to the City's consent as set forth above. In that event, Licensee must provide the City with such prior notice of a Change in Ownership as is not prohibited by law or by a confidentiality agreement executed in connection with the proposed Change in Ownership. If such prior notice is not permitted, then Licensee must notify the City as soon as possible after the Change in Ownership to obtain the City's consent to the Change in Ownership, which consent the City may grant or deny in its sole discretion. If Licensee (or if Licensee is a joint venture or other entity comprised of other entities, of any of the entities comprising Licensee)

is a publicly traded corporation, a Change in Ownership of less than 5% does not require consent as set forth in (ii) above unless a series of such transactions results in a cumulative Change in Ownership of 5% or more.

- (iv) Consent by the City to any Change in Ownership does not relieve Licensee (or if Licensee is a joint venture, any of the entities comprising Licensee) from the requirement of obtaining consent from the City for any subsequent Change in Ownership.
- (v) Any Transfer or Change in Ownership made without the City's prior consent is an Event of Default subject to all remedies, including termination of this Agreement at the City's option, and does not relieve Licensee of any of its obligations under this Agreement for the balance of the Term. This section applies to prohibit a Transfer, such as an assignment by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings or by operation of law. Under no circumstances will any failure by the Commissioner to act on or submit any request by Licensee or to take any other action as provided in this Agreement be deemed or construed to constitute consent to the Licensee's request by the Commissioner or by the City Council. If the City is found to have breached its obligations under this Section, then Licensee's sole remedy is to terminate this Agreement without liability to either the City or Licensee.
- (vi) Notwithstanding any permitted Transfer by Licensee of any rights under this Agreement, Licensee remains fully liable for all payments due to the City under this Agreement and for the performance of all other obligations under this Agreement. In the event of a permitted Transfer of the License or Transfer of all or any portion of the Term, where the fees payable to Licensee exceed the Fees or pro rata portion of the Fees under this Agreement, as the case may be, for the License or Term, Licensee must pay the City monthly, as Additional Fees, at the same time as the monthly installments of other Fees under this Agreement that are payable in monthly installments, the excess of the fees payable to Licensee pursuant to the Transfer over the Fees payable to the City under this Agreement.
- (vii) Any or all of the requests by Licensee for consents under this Section must be made in writing and provided to the Commissioner (a) at least 60 days prior to the proposed Transfer or Change in Ownership if the Commissioner's consent is required; and (b) at least 120 days prior to a proposed Transfer or Change in Ownership if the City Council's consent is required, unless the City determines that more time is required. All requests for consent must include copies of the proposed documents of Transfer or Change in Ownership, evidence of the financial condition, reputation and business experience of the proposed transferee, completed Economic Disclosure Statements and Affidavits for all involved parties in the form then required by the City, and such other documents as the City may reasonably require to evaluate the proposed Transfer or Change in Ownership. All documents of Transfer or Change in Ownership must completely disclose any and all monetary considerations payable to Licensee in connection with the Transfer or

Change in Ownership. Consent to a Transfer or Change in Ownership proposed under this Agreement is in the sole discretion of the City and, as a condition of the consent, the City may require a written acknowledgment from Licensee that, notwithstanding the proposed Transfer or Change in Ownership, Licensee remains fully and completely liable for all obligations of Licensee under this Agreement; however, Licensee shall remain so liable regardless of whether or not the City requests a written acknowledgment.

- (viii) If any Transfer or Change in Ownership under this Agreement occurs, whether or not prohibited by this section, the Commissioner may collect the Fees payable under this Agreement from any transferee of Licensee and in that event will apply the net amount collected to the amounts payable by Licensee under this Agreement without, by doing so, releasing Licensee from this Agreement or any of its obligations under this Agreement. If any Transfer or Change in Ownership occurs without the consent of the City and the City collects compensation from any transferee of Licensee and applies the net amount collected in the manner described in the preceding sentence, the actions by the City are not deemed to be waiver of the covenant contained in this section and do not constitute acceptance of the transferee by the City.
- (ix) All reasonable costs and expenses incurred by the City in connection with any prohibited or permitted Transfer or Change in Ownership must be borne by Licensee and are payable to the City as Additional Fees.
- C. The provisions of this Agreement, to the extent applicable, are deemed a part of any sublease or contract between Licensee and a Subcontractor.
- D. Assignment of Sublicenses and Subcontracts.
 - (i) Licensee shall assign to the City all of Licensee's right, title and interest in and to each and every permitted sublicense and each and every Subcontract with a design and construction Subcontractor, now or later executed by Licensee in connection with the License. In connection with the assignment, Licensee must deliver all originally executed Subcontracts to the Commissioner. Any such assignment will become operative and effective only when and if the City accepts the assignment by giving written notice to Licensee and:
 - a. either this Agreement and the Term of this Agreement or Licensee's right to possession under this Agreement are terminated pursuant to Article 9; or
 - b. in the event of the issuance and execution of a dispossession warrant or of any other re-entry or repossession by the City under the provisions of this Agreement; or
 - c. if an Event of Default exists.
 - (ii) At the time, if any, that the assignment becomes effective as provided above, the subtenants or Subcontractors will be deemed to have waived all claims, suits, and causes of action against the City arising out of or relating to the period before the

effective date of the assignment. Further, in no instance will the City be responsible for any claims by a subtenant or Subcontractor arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Licensee, its officials, employees, or agents.

9.5 Compliance with Laws. Licensee must at all times observe and comply with all applicable laws, statutes, ordinances, rules, regulations, court orders and executive or administrative orders and directives of the federal, state and local government, now existing or later in effect (whether or not the law also requires compliance by other parties), including the Americans with Disabilities Act and Environmental Laws, that may in any manner affect the performance of this Agreement (collectively, “**Laws**”), and must not use the Licensed Space, or allow the Licensed Space to be used, in violation of any Laws or in any manner that would impose liability on the City or Licensee under any Laws. Licensee must notify the City within seven days of receiving notice from a competent governmental authority that Licensee or any of its Subcontractors may have violated any Laws. Provisions required by any Law to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement. Without limiting the foregoing, Licensee covenants that it will comply with all Laws, including but not limited to the following:

A. In connection with Section 2-92-320 of the Municipal Code, Licensee has executed an Economic Disclosure Statement and Affidavit which is attached to this Agreement as Exhibit 15 and which contains a certification as required under the Illinois Criminal Code, 720 ILCS 5/33E, and under the Illinois Municipal Code, 65 ILCS 5/8-10-1 et seq. Ineligibility under Section 2-92-320 of the Municipal Code continues for 3 years following any conviction or admission of a violation of Section 2-92-320. For purposes of Section 2-92-320, when an official, agent or employee of a business entity has committed any offense under the section on behalf of such an entity and under the direction or authorization of a responsible official of the entity, the business entity is chargeable with the conduct. If, after Licensee enters into a contractual relationship with a Subcontractor, it is determined that the contractual relationship is in violation of this subsection, Licensee must immediately cease to use the Subcontractor. All Subcontracts must provide that Licensee is entitled to recover all payments made by it to the Subcontractor if, before or subsequent to the beginning of the contractual relationship, the use of the Subcontractor would be violative of this subsection.

B. It is the duty of Licensee and all officers, directors, agents, partners, and employees of Licensee to cooperate with the Inspector General and the Legislative Inspector General of the City in any investigation or hearing undertaken under Chapter 2-56 or Chapter 2-55 of the Municipal Code, respectively. Licensee understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code. Licensee must inform all Subcontractors of this provision and require under each Subcontract compliance herewith by each Subcontractor as to each such Subcontractor and all of its officers, directors, agents, partners and employees.

C. Licensee must not use or allow the License to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, as defined in any Environmental

Laws, except in full compliance with all Environmental Laws. Licensee must not use or allow the Licensed Space to be used for the storage of any such hazardous substances except small amounts of cleaning fluids, business equipment materials (such as copy machine toner) and other small amounts of such hazardous substances customarily handled or used in connection with the Concession operations, all of which must be stored and used in compliance with all applicable Environmental Laws. Upon the expiration or termination of this Agreement, Licensee must surrender the License to the City free from the presence and contamination of any hazardous substances.

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

- 7-28-390 Dumping on public way—Violation—Penalty;
- 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;
- 11-4-1560 Screening requirements; and

any other sections listed in Section 11-4-1600(e), as it may be amended from time to time.

During the period while this Agreement is executory, Licensee'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 designation of the Commissioner. Such breach and Event of Default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the Licensee's and its Subcontractors' duty to comply with all Environmental Laws, 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 the Licensee's eligibility for future City agreements.

E. Section 2-92-586 of the Municipal Code: The City encourages Licensee to use contractors and subcontractors that are firms owned or operated by individuals with disabilities, as defined by section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

F. Prohibition on Certain Contributions (Mayoral Executive Order No. 2011-4):

1. Licensee agrees that Licensee, any person or entity who directly or indirectly has an ownership or beneficial interest in Licensee of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Licensee's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Licensee 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 fund-raising committee (i) after execution of this bid, proposal or Agreement by Licensee, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Licensee and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.
2. Licensee represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Licensee or the date the Licensee 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 fund-raising committee.
3. Licensee agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.
4. Licensee agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.
5. Licensee 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, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.
6. If Licensee violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Licensee's bid.

7. For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Licensee 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:
 - (i) The partners have been residing together for at least 12 months.
 - (ii) The partners have common or joint ownership of a residence.
 - (iii) 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.
 - (iv) Each partner identifies the other partner as a primary beneficiary in a will.

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

G. Licensee covenants that no payment, gratuity or offer of employment must be made in connection with this Agreement by or on behalf of any Subcontractors or higher tier Subcontractors or anyone associated with them as an inducement for the award of a Subcontract or order; and Licensee further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 of the Municipal Code is voidable as to the City.

H. Pursuant to section 2-156-030(b) of the Municipal Code, 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 official has a business relationship, 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. **Violation of §2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** Section 2-156-080 defines a “business relationship” as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (1) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (2) the authorized compensation paid to an official or employee for his office or employment; (3) any economic benefit provided equally to all residents of the city; (4) a time or demand deposit in a financial institution; or (5) an endowment or insurance policy or annuity contract purchased from an insurance company. A “contractual or other private business dealing” will not include any employment relationship of an official’s spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

I. Visual Rights Act.

(i) The Licensee will cause any artist who creates artwork for the License to waive any and all rights in the artwork that may be granted or conferred on any work of visual art (the “Artwork”) under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 *et seq.*) (the “Copyright Act”). The waiver must include, but is not limited to, the right to prevent the removal, storage, relocation, reinstallation, or transfer of the Artwork. The Licensee acknowledges and will cause the artist to acknowledge that such removal, storage, relocation, reinstallation or transfer of the Artwork may result in the destruction, distortion, mutilation or other modification of the Artwork. Further, the Licensee acknowledges and consents and will cause the artist to acknowledge and consent that the Artwork may be incorporated or made part of a building or other structure in such a way that removing, storing, relocating, reinstalling or transferring the Artwork will cause the destruction, distortion, mutilation or other modification of the Artwork.

(ii) The Licensee represents and warrants that it will obtain a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, or any other artists. Licensee must provide City with copies of any such waivers required by Section 106A and Section 113 of the Copyright Act prior to installation of any Artwork in the Licensed Space.

9.6 Airport Security.

A. This Agreement is expressly subject to the airport security requirements of Title 49 of the United States Code, Chapter 449, as amended (“Airport Security Laws”), the provisions of which govern airport security and are incorporated by reference, including the rules and

regulations promulgated under it. Licensee is subject to, and further must conduct with respect to its Subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Commissioner, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Laws, Licensee must promptly report any information in accordance with those regulations promulgated by the United States Department of Transportation, the TSA and by the City. Licensee must, notwithstanding anything contained in this Agreement to the contrary, at no additional cost to the City, perform under this Agreement in compliance with those guidelines developed by the City, the TSA and the FAA with the objective of maximum-security enhancement. The drawings, plans, and specifications provided by Licensee under this Agreement must comply with those guidelines for airport security developed by the City, the TSA and the FAA and in effect at the time of their submission.

B. Further, Licensee must comply with, and require compliance by its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees, with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to protect the security and integrity of the Airport, and to protect against access by unauthorized persons. Subject to the approval of the TSA, the FAA and the Commissioner, Licensee must adopt procedures to control and limit access to the Airport and by Licensee and its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees in accordance with all present and future City, TSA and FAA laws, rules, regulations, and ordinances. At all times during the Term, Licensee must have in place and in operation a security program for the Terminals that complies with all applicable laws and regulations.

C. In connection with the implementation of its security program, Licensee may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Licensee acknowledges that all such knowledge and information is of a highly confidential nature. Licensee covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the Commissioner in advance in writing. Licensee further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Licensee's covenants and agreements as set forth in this section.

D. Licensee understands that fines and/or penalties may be assessed by the TSA or FAA for Licensee's noncompliance with the provisions of 49 CFR Parts 1540 and 1542 entitled "Airport Security" or by other agencies for noncompliance with regulations applicable to Licensee's operations. In the event the City shall be subject to any fine or penalty by reason of any violation at the Airport of any such rule, regulation or standard, the Commissioner may conduct an investigation and make a determination as to the identity of the party responsible for the violation. If it is determined by the Commissioner that Licensee, or any party for which Licensee is liable under this Agreement, is responsible for all or part of the fine or penalty, the Licensee shall pay said amount of the fine or penalty as Additional Fees.

E. Except for authorized members of the Chicago Police Department and State and Federal Law Enforcement officers, no one is permitted to carry a firearm or any other weapon on or into any building, real property, or parking area under the control of O'Hare or Midway International Airports. Under 430 ILCS 66 (the "Illinois Concealed Carry Act"), a license to carry a concealed firearm does NOT entitle the licensee to carry a firearm on or into any building, real property, or parking area under the control of an airport and doing so is a violation of the Concealed Carry Act and other laws, rules, and regulations. Violation of the Illinois Concealed Carry Act and carrying a firearm or other weapons on or into any building, real property, or parking area under the control of O'Hare or Midway Airports may result in severe penalties, including but not limited to imprisonment and permanent revocation of the violator's access to restricted areas of O'Hare and Midway International Airports.

9.7 Non-Discrimination.

A. Licensee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, covenants that: (i) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the Licensed Space; (ii) in the furnishing of services or under the License and the furnishing of services in them, no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; (iii) Licensee will use the Licensed in compliance with all other requirements imposed by or under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as those regulations may be amended; and (iv) Licensee shall operate the Services on a fair, equal, and not illegally discriminatory basis to all users of it, and shall charge fair, reasonable, and nondiscriminatory prices for the Services (but Licensee is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.) In addition, Licensee assures that it will comply with all other pertinent statutes, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance.

B. It is an unlawful practice for Licensee to, and Licensee must at no time: (i) fail or refuse to hire, or discharge, any individual or discriminate against the individual with respect to his or her compensation, or the terms, conditions, or privileges of his or her employment, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (ii) limit, segregate, or classify its employees or applicants for employment in any way that would deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (iii) in the exercise of the privileges granted in this Agreement, discriminate or permit discrimination in any manner, including the use of the Licensed Space, against any person or group of persons because of race, creed, color, religion, national origin, age, handicap, sex or ancestry. Licensee must post in conspicuous places to which its employees or applicants for employment have access, notices setting forth the provisions of this non-discrimination clause.

C. Licensee must comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended, and to the extent required by the law, must undertake, implement and operate an affirmative action program in compliance with the rules and regulations of the Federal Equal Employment Opportunity Commission and the Office of Federal Contract Compliance, including 14 CFR Part 152, Subpart E. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-06 (1981); Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 and 41 CFR Part 60 et seq. (1990) and 49 CFR Part 21, as amended (the "ADA"); and all other applicable federal statutes, regulations and other laws.

D. Licensee must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, Licensee must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all other applicable state statutes, regulations and other laws.

E. Licensee must comply with the Chicago Human Rights Ordinance, sec. 2-160-010 et seq. of the Municipal Code, as amended, and all other applicable City ordinances and rules. Further, Licensee must furnish or must cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

F. The Licensee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Licensee transfers its obligation to another, the transferee is obligated in the same manner as the Licensee.

This provision obligates the Licensee for the period during which the property is owned, used or possessed by the Licensee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

G. During the performance of this contract, the Licensee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including

employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

H. The Licensee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the

Licensee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

With respect to Licensee, in the event of breach of any of the above nondiscrimination covenants, the City will have the right to terminate the License and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said License had never been made or issued.

I. During the performance of this contract, the Licensee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures

nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

J. Licensee must insert these non-discrimination provisions in any agreement by which Licensee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Licensed Space. Licensee must incorporate all of the above provisions in all agreements entered into with any subtenants, suppliers of materials, furnishers of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement, and Licensee must require them to comply with the law and enforce the requirements. In all solicitations either by competitive bidding or negotiations by Licensee for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier must be notified by Licensee of the Licensee's obligations under this Agreement relative to nondiscrimination.

K. Noncompliance with this Section will constitute a material breach of this Agreement; therefore, in the event of such breach, Licensee authorizes the City to take such action as federal, state or local laws permit to enforce compliance, including judicial enforcement. In the event of Licensee's noncompliance with the nondiscrimination provisions of this Agreement, the City may impose such sanctions as it or the Federal or state government may determine to be reasonably appropriate, including cancellation, termination or suspension of the Agreement, in whole or in part.

L. Licensee must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, the Commissioner or the Federal government to be pertinent to ascertain compliance with the terms of this Section. Licensee must furnish to any agency of the Federal or state government or the City, as required, any and all documents, reports and records required by Title 14, Code of Federal Regulations, Part 152, Subpart E, including an affirmative action plan and Form EEO-1.

M. The City is committed to compliance with federal Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), and related FAA guidance. Licensee must cooperate with the City, and require its Subcontractors to cooperate, in updating and implementing the LEP access plan. This may include but is not limited to collecting demographic data and conducting surveys of LEP customers, providing multilingual signage and menus, and hiring multilingual staff.

9.8 Airport Concession Disadvantaged Business Enterprises (ACDBEs). This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 C.F.R. Parts 26 and 23, as amended from time to time. Licensee must comply with the Special Conditions Regarding ACDBE participation attached hereto as Exhibit 9 and incorporated here by reference. Failure to comply with such Special Conditions shall be an Event of Default.

9.9 No Exclusive Rights. Nothing contained in this Agreement must be construed to grant or authorize the granting of an exclusive right, including an exclusive right to provide aeronautical services to the public as prohibited by section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. It is clearly understood by Licensee that no right or privilege has been granted that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including maintenance and repair) that it may choose to perform.

9.10 National Emergency. This Agreement and all the provisions of this Agreement are subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

9.11 2014 Hiring Prohibitions.

A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (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. Licensee is aware that City policy prohibits City employees from directing any individual to apply for a position with Licensee, either as an employee or as a subcontractor, and from directing Licensee to hire an individual as an employee or as a subcontractor. Accordingly, Licensee must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel of Licensee in connection with this License are employees or subcontractors of Licensee, not employees of the City of Chicago. This Contract 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 of Licensee.

C. Licensee will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel associated with this License, or offer employment to any individual to provide services associated with this License, 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 License, 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 Licensee by a City employee or City official in violation of Section 15.5(b) above, or advocating a violation of Section 15.5(c) above, Licensee will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the Commissioner of the Department.

ARTICLE 11 GENERAL CONDITIONS

10.1 Entire Agreement. This Agreement contains all the terms, covenants, conditions and agreements between the City and Licensee relating in any manner to the grant and use of the License and otherwise to the subject matter of this Agreement. No prior or other agreement or understandings pertaining to these matters are valid or of any force and effect. This Agreement supersedes all prior or contemporaneous negotiations, undertakings, and agreements between the parties. No representations, inducements, understandings or anything of any nature whatsoever made, stated or represented by the City or anyone acting for or on the City's behalf, either orally or in writing, have induced Licensee to enter into this Agreement, and Licensee acknowledges, represents and warrants that Licensee has entered into this Agreement under and by virtue of Licensee's own independent investigation.

10.2 Counterparts. This Agreement may be comprised of several identical counterparts and may be fully executed by the parties in separate counterparts. Each such counterpart is deemed to be an original, but all such counterparts together must constitute but one and the same Agreement.

10.3 Amendments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement may be amended only by a written agreement signed by the City and Licensee. No review or approval by the Commissioner constitutes a modification of this Agreement (except to the extent that the review or approval expressly provides that it constitutes such a modification or it is apparent on its face that the review or approval, if made in writing, modifies terms or provisions of this Agreement that are within the express powers of the Commissioner under this Agreement to modify), nor excuses Licensee from compliance with the requirements of this Agreement or of any applicable laws, ordinances or regulations. Amendments must be signed by the Mayor, provided that the Commissioner alone may sign amendments to the exhibits. Notwithstanding the foregoing, any amendment that would modify the Agreement such that the Agreement would no longer substantially conform to the form of Agreement that was approved by City Council requires approval by the City Council.

10.4 Severability. Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be effective and valid under applicable law. However, notwithstanding anything contained in this Agreement to the contrary, if any provision of this Agreement is under any circumstance prohibited by or invalid under applicable law, the provision is severable and deemed to be ineffective, only to the extent of the prohibition or invalidity, without

invalidating the remaining provisions of this Agreement or the validity of the provision in other circumstances.

10.5 Covenants in Subcontracts. All obligations imposed on Licensee under this Agreement pertaining to the maintenance and operation of the Licensed Service and compliance with the ACDBE requirements in this Agreement are deemed to include a covenant by Licensee to insert appropriate provisions in all Subcontracts covering work under this Agreement and to enforce compliance of all Subcontractors with the requirements of those provisions.

10.6 Governing Law. This agreement is deemed made in the state of Illinois and governed as to performance and interpretation in accordance with the laws of Illinois. Licensee irrevocably submits itself to the original jurisdiction of those courts located within Cook County, Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Licensee consents to service of process on Licensee, at the option of the City, by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Licensee, or by personal delivery on any officer, director, or managing or general agent of Licensee. If any action is brought by Licensee against the City concerning this Agreement, the action can only be brought in those courts located within Cook County, Illinois.

10.7 Notices. Any notices or other communications pertaining to this Agreement must be in writing and are deemed to have been given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices are deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, 3 days after deposit in the U.S. mails, or otherwise upon refusal of receipt. Unless otherwise directed by Licensee in writing, all notices or communications from City to Licensee will be addressed to the person identified as the Licensee's contact person in the Licensee's Economic Disclosure Statement and Affidavit, as attached as Exhibit 15. All notices or communications from Licensee to the City must be addressed to:

Commissioner, Chicago Department of Aviation
City of Chicago
O'Hare International Airport
10510 W. Zemke Rd
Chicago, Illinois 60666

and with a copy to: Deputy Commissioner of Concessions at the same address.

If the notice or communication relates to payment of Fees or other payments to the City or relates to the Security deposit or insurance requirements, a copy must be sent to:

City Comptroller
City of Chicago
City Hall - Room 501
121 N. LaSalle Street
Chicago, Illinois 60602

If the notice or communication relates to a legal matter or the indemnification requirements, a copy must be sent to:

City of Chicago, Department of Law
Aviation, Environmental, Regulatory and Contracts Section
30 North LaSalle Street, Suite 1400
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel

Either party may change its address or the individual to whom the notices are to be given by a notice given to the other party in the manner set forth above.

10.8 Successors and Assigns; No Third-Party Beneficiaries. This Agreement inures to the exclusive benefit of, and be binding upon, the parties and their permitted successors and assigns; nothing contained in this Section, however, constitutes approval of an assignment or other transfer by Licensee not otherwise permitted in this Agreement. Nothing in this Agreement, express or implied, is intended to confer on any other person, sole proprietorship, partnership, corporation, trust or other entity, other than the parties and their successors and assigns, any right, remedy, obligation, or liability under, or by reason of, this Agreement unless otherwise expressly agreed to by the parties in writing. No benefits, payments or considerations received by Licensee for the performance of services associated and pertinent to this Agreement must accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or to any other person or persons identified as agents of, or who are by definition an employee of, the City. Neither this Agreement nor any rights or privileges under this Agreement are an asset of Licensee or any third party claiming by or through Licensee or otherwise, in any bankruptcy, insolvency or reorganization proceeding.

10.9 Subordination.

A. This Agreement is subordinate to the provisions and requirements of any existing or future agreements between the City and the United States government or other governmental authority, pertaining to the development, operation or maintenance of the Airport, including agreements the execution of which have been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport. If the United States government requires modifications, revisions, supplements or deletions of any of the terms of this Agreement, then Licensee consents to the changes to this Agreement.

B. This Agreement and all rights granted to Licensee under this Agreement are expressly subordinated and subject to any existing agreement or any Use Agreement with any airline utilizing the Airport, including the Terminals, and any existing agreement with any airline consortium pertaining to the operation of the Airport, including the Terminals.

C. To the extent of a conflict or inconsistency between this Agreement and any agreement described in paragraphs A. and B. above, those provisions in this Agreement so conflicting must be performed as required by those agreements referred to in paragraphs A. and B.

10.10 Conflict. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of any sublease or Subcontract between Licensee and third parties, the terms and provisions of this Agreement govern and control.

10.11 Offset by Licensee. Whenever in this Agreement the City is obligated to pay Licensee an amount, then the City Comptroller may elect to require Licensee to offset the amount due against Fees or other payments owed by Licensee to the City, in lieu of requiring the City to pay such amount. Licensee shall have no right to offset any amount due to City under this Agreement against amounts due to Licensee by City unless so directed in writing by the City Comptroller.

10.12 Waiver; Remedies. No delay or forbearance on the part of any party in exercising any right, power or privilege must operate as a waiver of it, nor does any waiver of any right, power or privilege operate as a waiver of any other right, power or privilege, nor does any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or of any other right, power or privilege. No waiver is effective unless made in writing and executed by the party to be bound by it. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any rights or remedies that the parties otherwise may have at law, in equity or both, except that the City will not be liable to Licensee for any consequential damages whatsoever related to this Agreement.

10.13 Authority of Commissioner. Unless otherwise expressly stated in this Agreement, any consents and approvals to be given by the City under this Agreement may be made and given by the Commissioner, an authorized representative of the Commissioner or, or by such other person as may be duly authorized by the City Council, unless the context clearly indicates otherwise.

10.14 Estoppel Certificate. From time to time upon not less than 15 days prior request by the other party, a party or its duly authorized representative having knowledge of the following facts, will execute and deliver to the requesting party a statement in writing certifying as to matters concerning the status of this Agreement and the parties' performance under this Agreement, including the following:

A. that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of the modifications and that the Agreement as modified is in full force and effect);

B. the dates to which Fees, including Additional Fees, have been paid and the amounts of the Fees most recently paid;

C. that the requesting party is not in default under any provision of this Agreement, or, if in default, the nature of it in detail; and

D. in the case of the City's request under this Agreement, such further matters as may be requested by the City, it being intended that any such statement may be relied upon by third parties.

10.15 No Personal Liability. Licensee, or any sublicensee, assignee or Subcontractor, must not charge any elected or appointed official, agent, or employee of the City personally or seek to hold him or her personally or contractually liable to Licensee, sublicensee, assignee, or Subcontractor for any liability or expenses of defense under any provision of this Agreement or because of any breach of its provisions or because of his or her execution, approval, or attempted execution of this Agreement.

10.16 Limitation of City's Liability. Licensee and its Subcontractors must make no claims against the City for damages, charges, additional costs or fees or any lost profits or costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement. All Licensee and Subcontractor personal property upon any part of the Airport, is at the risk of Licensee or Subcontractor only, respectively, and the City is not liable for any loss or damage to it or theft of it or from it. The City is not liable or responsible to Licensee or Subcontractors, and Licensee waives, and will cause its Subcontractors likewise to waive, to the fullest extent permitted by law, all claims against the City for any loss or damage or inconvenience to any property or person or any lost profits any or all of which may have been occasioned by or arisen out of any event or circumstance, including theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or water leakage, steam, excessive heat or cold, falling plaster, or broken glass; or any act or neglect of the City or any occupants of the Airport, including the Terminals, or repair or alteration of any part of the Airport, or failure to make any such repairs or any other thing or circumstance, whether of a like nature or a wholly different nature. If the City fails to perform any covenant or condition of this Agreement that the City is required to perform and, notwithstanding the foregoing, Licensee recovers a money judgment against the City, the judgment must be satisfied only out of credit against the Fees and other monies payable by Licensee to the City under this Agreement, and the City is not liable for any deficiency except to the extent provided in this Agreement and to the extent that there are legally available Airport funds.

10.17 Joint and Several Liability. If Licensee, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then in that event, each and every obligation or undertaking stated in this Agreement to be fulfilled or performed by Licensee is the joint and several obligations or undertaking of each such individual or other legal entity.

10.18 Non-Recordation. Licensee must not record or permit to be recorded on its behalf this Agreement or a memorandum of this Agreement, in any public office.

10.19 Survival. Any and all provisions set forth in this Agreement that, by its or their nature, would reasonably be expected to be performed after the expiration or termination of this Agreement survive and are enforceable after the expiration or termination. Any and all liabilities, actual or contingent, that have arisen in connection with this Agreement, survive any expiration or termination of this Agreement. Any express statement of survival contained in any section must not be construed to affect the survival of any other section, which must be determined under this section.

10.20 Force Majeure. Neither party is liable for non-performance of obligations under this Agreement due to delays or interruptions beyond their reasonable control, including delays or interruption caused by strikes, lockouts, labor troubles, war, fire or other casualty, acts of God ("*force majeure* event"). As a condition to obtaining an extension of the period to perform its obligations under this Agreement, the party seeking such extension due to a *force majeure* event must notify the other party within 20 days after the occurrence of the *force majeure* event. The notice must specify the nature of the delay or interruption and the period of time contemplated or necessary for performance. The foregoing notwithstanding however, in no event will Licensee be entitled to an extension of more than 60 days due to a *force majeure* event, without the express written consent of the Commissioner.

SIGNATURE PAGE

SIGNED:

CITY OF CHICAGO

By: _____
Mayor

Date: _____

RECOMMENDED BY: _____
Commissioner of Aviation

APPROVED AS TO FORM AND LEGALITY:

Senior Counsel _____

(LICENSEE)

By: _____

Its: _____
[Title]

Date: _____

[Notary]

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AMENDMENT OF CHAPTER 11-12 OF MUNICIPAL CODE BY ADDING NEW SECTION 11-12-212 ENTITLED "VOLUNTARY WATER METER INSTALLATION PROGRAM".

[O2022-1319]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, to which was referred an ordinance amending Title 11 of the Municipal Code of Chicago regarding the voluntary water meter installation program (O2022-1319), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes on May 18, 2022.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

On motion of Alderman Dowell, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Thompson moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Chapter 11-12 of the Municipal Code of Chicago is hereby amended by adding a new Section 11-12-212, as follows:

11-12-212 Voluntary Water Meter Installation Program.

(a) This section shall be known and may be cited as the "Voluntary Water Meter Installation Program". The Commissioner shall develop a program to promote the voluntary installation of water meters by the owners of single-family homes and residential two-flats.

(b) For purposes of this section, the following definitions apply:

"Dwelling unit" has the same meaning ascribed to that term in Section 17-17-0248.

"Metered rate" means the amount assessed for metered water service pursuant to Section 11-12-310, but does not include any late charges, interest, or penalties.

"Non-metered rate" means the amount assessed for non-metered water service pursuant to Sections 11-12-270 and 11-12-280, but does not include any late charges, interest, or penalties.

"Residential Building" means a building used exclusively for residential occupancy.

"Single-family home" means any single-family type structure with separate and distinct plumbing, consisting of a separate and independent means of controlling the water supply to the unit.

"Two-flat" means a residential building that contains two dwelling units.

(c) The terms of the program shall be as follows:

- (1) The Commissioner is authorized to designate geographic areas dispersed within the City, as determined by the Commissioner.
- (2) In those areas designated by the Commissioner pursuant to paragraph (b)(1), the owner of a single-family home or a two-flat may request the installation by the City of a water meter on the property occupied by the single-family home or two-flat.

- (3) The number of yearly installations pursuant to this program shall be limited to no more than twenty-five thousand, or to the extent that funds are appropriated to it.
 - (4) There shall be no charge to the owner for the cost of the installation of the water meter or for any minor carpentry work required to create an access door to the service pipe. Such charges and costs shall be paid by the City.
 - (5) For the first seven years after the date of the installation of the water meter, the City shall bill the owner the metered rate, provided (i) that the total amount charged for the metered rate shall not exceed the annual non-metered rate for water service that would have been in effect at the property at the time of the billing if no water meter had been installed, and (ii) that subsection (5)(i) only applies if the following conditions are met during the entire seven year period:
 - (A) the owner does not sell or otherwise transfer the property;
 - (B) the owner remains current on the water bills for the property;
 - (C) the owner permits reasonable access to the property by the City for the purpose of installing, reading, and maintaining the water meter;
 - (D) the owner does not remove or tamper with the meter; and
 - (E) there are no leaks, broken water pipes, or other plumbing problems at the property with regard to which the owner has received notice from the City.
 - (6) Any owner who participates in the program will receive, subject to availability, at no cost to the owner, a water saving device or kit for the property, if the property is suitable for a water saving device; provided that if all eligible owners of a block request the installation of water meters, then an owner on the block will be eligible to receive two water saving devices or kits. For purposes of this subsection, "block" means both sides of any street between street intersections.
 - (7) An owner shall not remove, or request the removal of, the water meter after its installation.
 - (8) By participating in the voluntary water meter installation program, the owner agrees to give the City access to the property for the purpose of installing the water meter and necessary water meter related devices.
- (d) The terms of the program shall not apply to any water meter installed prior to April 1, 2022.

(e) Those sections of the Municipal Code of Chicago related to water meters and water meter service, including installation, water rates, or billing, shall be applicable to this program except to the extent that those sections are inconsistent with this ordinance, in which case subsection (c)(5) shall prevail.

(f) No water meter shall be installed under this program unless the Commissioner has determined that adequate funding for such installations has been appropriated.

(g) The Commissioner is authorized to adopt such rules as the Commissioner may deem necessary for the proper implementation, administration, and enforcement of this section.

SECTION 2. This ordinance shall be in full force and effect following due passage and approval.

REDEVELOPMENT AGREEMENT WITH BUBBLY DYNAMICS LLC FOR GRANT AND EXPENDITURE OF NEIGHBORHOOD OPPORTUNITY FUNDS FOR BUILD-OUT OF COMMERCIAL INCUBATOR KITCHENS AT 1400 W. 46TH ST.
[O2022-1286]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, to which was referred an ordinance concerning the execution of a redevelopment agreement with Bubbly Dynamics LLC, including the Neighborhood Opportunity Fund Grant and Build Community Wealth Bonuses, at 1400 West 46th Street in the 15th Ward (O2022-1286), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes on May 18, 2022.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

On motion of Alderman Dowell, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, Section 16-14-010, et seq., of the Municipal Code of Chicago (the "Code") contains the Neighborhood Opportunity Fund Ordinance (the "NOF Ordinance") establishing the Neighborhood Opportunity Fund (the "NOF"); and

WHEREAS, The purpose of the NOF is to (a) promote growth within the downtown area through the floor area bonus provisions of Section 17-4-1000 of the Code, and simultaneously generate new revenues for investment in business development and job growth in neighborhoods impacted by poverty, high unemployment, and other indicators of economic deprivation; (b) strengthen neighborhood commercial corridors in qualified investment areas; and (c) address the decline of private investment in qualified investment areas that damages the City's overall economic competitiveness, impedes the sustainable and equitable development of the City as a whole, contributes to inequality and poverty, and has a detrimental effect on the City's quality of life; and

WHEREAS, The NOF shall be used for projects located in or directly benefiting qualified investment areas, as indicated on a map published by the Commissioner (the "Commissioner") of the Department of Planning and Development ("DPD") and updated at least once every five years; and

WHEREAS, The authorized uses of the NOF are for eligible costs (as defined in the NOF Ordinance) related to (a) commercial establishments that provide, on a permanent or short-term (pop-up) basis, goods and services which complement and revitalize the areas in which they are located, and which may include, without limitation, grocery stores, retail

establishments, and restaurants that sell food primarily for consumption on premises; (b) cultural establishments that provide, on a permanent or short-term (pop-up) basis, recreational and educational opportunities which complement and revitalize the areas in which they are located; and (c) incubation, mentoring, and training of small businesses that otherwise qualify as authorized uses under (a) or (b) above; and

WHEREAS, DPD has determined that the applicant named in Exhibit A attached hereto (the "Grantee") meets the requirements of the NOF Ordinance and is eligible to receive a NOF grant for the project described in Exhibit A in the amount and under the terms and conditions set forth in Exhibit A (the "Grant"); and

WHEREAS, DPD has recommended that the City Council of the City approve the Grant to the Grantee; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

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

SECTION 2. The Commissioner and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute a redevelopment agreement with the Grantee and to execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Grant. The execution of such agreements and instruments and the performance of such acts shall be conclusive evidence of such approval. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Grant which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Grant to the Grantee.

SECTION 3. NOF proceeds in the amount set forth in Exhibit A are hereby appropriated for the purposes described herein.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

August 12, 2021

John Edel ("Finalist")
Bubbly Dynamics, LLC
1400 W. 46th St.
Chicago, IL 60609

RE: Conditional Commitment of Neighborhood Opportunity Funds

Dear Mr. Edel,

On behalf of the City of Chicago Department of Planning and Development (DPD), we would like to congratulate you on being selected as a finalist for the Neighborhood Opportunity Fund (NOF) program!

Bubbly Dynamics, LLC ("Project") has received a **conditional commitment** of up to **\$1,682,500** in Neighborhood Opportunity Funds ("Commitment"), which includes a **conditional** Build Community Wealth Bonus of up to **\$250,000**. The total amount of the Build Community Wealth Bonus is capped at the lesser of \$250,000 or 25% (per bonus) of total eligible project costs, and the total grant amount, inclusive of the Bonus, may not exceed \$2.5M. Finalists may qualify for either or both Local Residency and Hiring Bonuses.

The Project was selected for the plan and scope of work presented in the application and summarized below. Pending receipt of the NOF grant, the Finalist must inform DPD before proceeding with any changes to the proposed project plan or scope of work; failure to do so without DPD's written approval will result in termination of the NOF grant.

PROJECT LOCATION

1400 W. 46th St.
Chicago, IL 60609

PROJECT PLAN & SCOPE

The proposed project completed the originally planned building envelope by enclosing 6,000 square feet which were intended by the building's architect in 1925 to be additional production space. The project will build-out seven commercial incubator kitchens, to renovate the 6,000 square foot of roof space that is directly accessible from the third floor. The incubator kitchen space will be designed for universal use to accommodate a variety of products and will include an expansion with HVAC and mechanical systems, shared walk-in coolers and freezers, and all basics for working kitchen space such as three-basin sinks, reach-in-coolers, prep tables. The property will also convert a freight elevator to a passenger elevator and modernize two freight elevators. The incubator kitchen space will be lease to small businesses.

PROJECT SOURCES & USES

<i>Anticipated Sources of Funds</i>		<i>Anticipated Project Costs (Uses)</i>	
Equity	\$660,000	Hard Costs	\$2,604,000
Debt	\$342,750	Soft Costs	\$261,000
NOF Grant	\$1,682,500	Acquisition Costs	\$0
Other Public Funds	\$0	Site Preparation Costs	\$0
Total	\$2,665,000	Total	\$2,865,000

NOF PAYMENT

NOF funds may be disbursed as progress payments through a project escrow, or as a single, 100% reimbursement upon project completion. The Finalist must select a payment method before signing the Redevelopment Agreement (RDA).

Project Escrow

Grant recipients may establish a project escrow account at their own cost, and receive four, incremental disbursements of their NOF grant funds during construction. The fourth, and final, disbursement is provided following project completion and DPD's issuance of a Certificate of Completion. Each escrow draw requires DPD documentation review and approval. Please reference the enclosed escrow agreement template for more information. Finalists who elect to receive their grant funds via a project escrow must have a fully executed escrow agreement either before or at the signing of the RDA.

Single Reimbursement

Grant recipients may receive a one-time disbursement of 100% of their NOF grant funds following project completion and DPD's issuance of a Certificate of Completion.

NOF BUILD COMMUNITY WEALTH BONUSES*Local Hiring (up to 25% of total project costs)*

Grant recipients who commit to hiring two or more, new employees who maintain their primary residence in a QIA are eligible for a funding bonus of up to 25% of the total project costs. The Local Hiring bonus funds are issued as a reimbursement for wage expenses or training costs associated with the new employees following the issuance of the Certificate of Completion, NOT during project construction.

The new, qualifying employees:

- Must maintain their primary residence in the QIA
- Must work at least 20 hours/week, achieving at least 60 hours/week across all qualifying employees
- May be hired no earlier than three months prior to receiving the Certificate of Completion
- Must receive at least minimum wage, as defined by the City of Chicago
- Must be continually employed for a minimum of 12 weeks
- May not include the grant recipient's family members (by blood or marriage), persons dwelling at the grant recipient's primary residency, or the grant recipient themselves.

Grant recipients have 12 months following the issuance of the Certificate of Completion to submit a reimbursement request for bonus funds. Grant recipients may only submit reimbursement requests for qualified wage expenses once per calendar quarter. Grant recipients are advised to keep a separate record of wage expenses for the Local Hiring employees and to submit an organized file of expense records for reimbursement. Any unused bonus funds remaining at the end of the 12-month period will be returned to the program.

Grant recipients must submit the following documents with their reimbursement requests to verify the new employees' home addresses and wage expenses:

- Employee Worksheet Form (included in RDA) listing all new hires, their primary residences, their hourly wages, and their average weekly hours worked.
- Payroll ledgers and/or copies of pay stubs that verify hours worked, hourly wage, and address for employees.

Local Residency (up to 25%)

Grant recipients whose primary residence is located within the QIA are eligible for a funding bonus of up to 25% of the total eligible project cost. Finalists who are interested in this bonus must submit two of the following four items as proof of residency:

1. Copy of the recorded lease or deed
2. Driver's license or State ID
3. Voter's registration card
4. Utility bill dated within the last 90 days

NOF COVENANTS

Operations & Occupancy Covenants

Grant recipients must continuously own, occupy, and operate the entirety of the Project for three years following the issuance of the Certificate of Completion. If a grant recipient fails to satisfy these requirements, the City shall have the right to cease NOF payments, terminate the RDA, or place a lien on the Project property in the value of disbursed City funds.

Prior to the issuance of the Certificate of Completion, the grant recipient may not, without the City's consent: merge, liquidate or consolidate the Project; sell, lease or transfer the Project or all or substantially all of its property; enter into any transaction outside the ordinary course of business that would materially adversely affect the ability of the grant recipient to complete the Project; assume or guarantee the obligations of any other person or entity that would materially adversely affect the ability of the grant recipient to complete the Project; or enter into a transaction that would cause a material and detrimental change to the grant recipient's condition.

Annual Compliance Report

Grant recipients must submit an Annual Compliance Report for at least three years following the issuance of the Certificate of Completion. Requirements for the Annual Compliance Reports will be detailed in the RDA.

NOF GRANT CONDITIONS

Issuance of the NOF grant is subject to the Finalist's ability to fulfill the following conditions, and Chicago City Council approval. Following Council approval of the NOF grant, the Finalist will be required to execute a Redevelopment Agreement with the City of Chicago, through DPD, outlining the legal requirements of the Project and the process for receiving NOF grant funds.

Conditions for Receiving Council Approval for the NOF Grant

1. **Final Contractor Estimates.** The Finalist must submit at least two, final and comprehensive contractor estimates for the final Project scope of work within three months of this correspondence (no later than November 12, 2021). All estimates must reflect the same scope of work and final Project Budget, as well as account for the City's M/WBE, Prevailing Wage and City Residency construction compliance requirements.
2. **Final Project Budget.** The Finalist must submit a final project budget within three months of this correspondence (no later than November 12, 2021). Once approved and issued, the NOF grant amount

will not be increased; therefore, the Finalist must assume the responsibility of any project cost increases following NOF grant approval.

3. **Preliminary or Final Design Documents.** The Finalist must submit, at a minimum, a site plan, renderings, and elevations for the Project. All comments from DPD on the Project's design should be addressed as best as possible by the Finalist prior to seeking Council approval.
4. **Preliminary Zoning Approval.** The Finalist must verify that all proposed Project uses and physical improvements comply with the zoning requirements for the Project location. If the Project uses and/or improvements require a zoning map amendment, the Applicant must provide evidence of submitting a zoning map amendment application and obtaining Aldermanic input within three months of this correspondence (no later than November 12, 2021). The Finalist must receive all necessary zoning approvals on or before executing the RDA.
5. **Preliminary Project Financing.** The Finalist must submit proof of project financing, demonstrating that all sources of funds outside of the Commitment are available and secured, or will be secured by closing, within three months of this correspondence (no later than November 12, 2021). The Finalist must close on all financing sources on or before executing the RDA.
6. **Preliminary Site Control.** The Finalist must submit the following proof of site control, demonstrating that the Project location is secured, or will be secured by closing, within three months of this correspondence (no later than November 12, 2021). The Finalist must secure site control on or before executing the RDA.
 - a) Tenant Finalists: Letter of interest or executed lease (for at least three years) for the Project location.
 - b) Owner-Occupied Finalists: Deed or Real Estate Purchase Agreement (demonstrating closing within 90 days), for the Project location.
 - c) Property Owner Finalists: Deed or Real Estate Purchase Agreement (demonstrating closing within 90 days), for the Project location; AND letters of interest or executed tenant leases, for at least three years, for at least 75% of the Project.

Conditions for Executing the Redevelopment Agreement

The Finalist must satisfy the conditions below before the City will execute and deliver the RDA, unless the City waives such conditions, in writing. The Finalist must close on the RDA within one month following Council approval.

1. **Final Zoning Approval.** If the Project uses and/or improvements require a zoning map amendment, licenses or permits, the Finalist must provide evidence of the approved zoning map amendment, secured licenses and/or permits, and Aldermanic input.
2. **Final Project Financing.** If not yet submitted, the Finalist must submit proof of project financing, evidencing that all financing sources outside of the Commitment have been secured and are available.
3. **Final Site Control.** If not yet submitted, the Finalist must submit the following proof of site control, evidencing that the Project location has been secured.
 - a) Tenant Finalists: Executed lease for at least three years for the Project location.
 - b) Owner-Occupied Finalists: Deed for the Project location.
 - c) Property Owner Finalists: Deed for the Project location; AND executed tenant leases, for at least three years, for at least 75% of the Project.
4. **Escrow Agreement.** If the Finalist elects to receive their NOF grant funds via progress payments (escrow), the escrow agreement between the City, title company and Finalist must be fully executed.

Conditions for Receiving the Certificate of Completion

The Finalist must complete project construction within the timeframe dictated by the executed RDA. A Certificate of Completion (COC) must be issued prior to the second anniversary of RDA execution, or the Project will be considered in default and the NOF grant may be forfeited and the RDA may be terminated.

1. **MBE/WBE Requirements.** The Finalist must fulfill at least 26% Minority Business Enterprise (MBE) and 6% Women Business Enterprise (WBE) participation for all direct and indirect construction costs associated with the Project. Prior to closing, the Finalist, general contractor and all major subcontractors must meet with DPD staff to review the Finalist's plan to achieve these obligations, as established in the RDA and as mandated by Council ordinance and DPD policy.
2. **City Residency Requirements.** The Finalist must hire City residents to perform 50% of all construction hours.
3. **Prevailing Wage Requirements.** The Finalist must adhere to the City's prevailing wage requirement for all construction trades, as established by the Illinois Department of Labor.
4. **Building Permits.** The Finalist must submit proof of all permits required by the City's Municipal Code for work associated with the Project for all corresponding costs to be eligible for reimbursement.
5. **Occupancy Permits.** The Finalist must obtain and submit proof of all permits required by the City's Municipal Code to occupy the Project premises.
6. **Business Licenses.** The Finalist must obtain all necessary business licenses prior to the NOF grant being fully disbursed.
7. **Documentation.** The Finalist must appropriately document all eligible project costs. Documentation includes, but is not limited to, detailed invoices, cancelled checks, sworn owner's statement, sworn statement of contractor and subcontractor to owner and final lien waivers.

PROJECT EXTENSION, WITHDRAWAL AND TERMINATION POLICIES*Project Deadline Extension*

Finalists are allowed to request up to two extensions to satisfy the conditions for the NOF grant. Finalists in need of an extension must submit a written request to DPD justifying the need for the extension and receive written approval from DPD. Approval will be at the sole discretion of DPD. Finalists who are unable to satisfy the conditions after exhausting their extensions will have their grant funds returned to the program.

Project Withdrawal

Finalists must provide written notification to DPD staff of their intent to rescind their grant and withdraw from the program. DPD staff will send the Finalist an email confirmation of the project withdrawal and the return of their grant funds to the program.

Project Termination

DPD staff will send the Finalist an email notification of the project termination and the return of their grant funds to the program.

All questions regarding the conditions outlined in this letter, and general NOF requirements and procedures, can be addressed to Emmett Morrissey (Emmett.morrissey@cityofchicago.org) or 312-744-9499.

We look forward to supporting your efforts to revitalize the City's South, Southwest and West sides.
Sincerely,

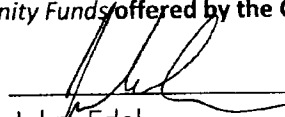


William Jeffries
Deputy Commissioner
Department of Planning and Development

On behalf of Bubbly Dynamics, LLC, I accept the above terms and conditions of this Conditional Commitment of Neighborhood Opportunity Funds offered by the City of Chicago.

4/18/22

Date


John Edel

Managing Member

Title

Return one copy of this letter to:

City of Chicago
Department of Planning and Development
Attention: Emmett Morrissey
121 North LaSalle Street, RM 1006
Chicago, IL 60602

NOF-LARGE DELIVERABLE CHECKLIST & SCHEDULE**Milestone #1: Conditional Commitment of Funds (Letter)**

<input checked="" type="checkbox"/>	Conditions for Next Milestone	Time to Next Milestone
	Final Contractor Estimates (2)	<u>3 MONTHS</u>
	Final Project Budget	
	Preliminary Zoning & Aldermanic Approval	
	Preliminary (Final acceptable) Project Financing Documentation	
	Preliminary (Final acceptable) Site Control Documentation	
	Preliminary / Final Design Documents	

Milestone #2: Complete Documentation

<input checked="" type="checkbox"/>	Conditions for Next Milestone	Time to Next Milestone
	Final Zoning & Aldermanic Approval	<u>3 MONTHS</u>
	Final Project Financing Documentation	
	Final Site Control Documentation	
	Election of Payment Method (Executed Escrow Agreement, if applicable)	

Milestone #3: Council Approval (NOF Grant) & Project Closing (RDA)

<input checked="" type="checkbox"/>	Conditions for Next Milestone	Time to Next Milestone
	M/WBE Construction Compliance Requirements Fulfilled	<u>24 MONTHS</u>
	City Residency Construction Compliance Requirements Fulfilled	
	Prevailing Wage Construction Compliance Requirements Fulfilled	
	Occupancy Permits Secured	
	Business Permits Secured	
	Business Licenses Secured	
	Project Cost Documentation (invoices, sworn statements, lien waivers)	

Milestone #4: Project Completion (Certificate of Completion)

AMENDMENT OF REDEVELOPMENT AGREEMENT WITH OGDEN WASHTENAW
JV LLC FOR GRANT AND EXPENDITURE OF NEIGHBORHOOD OPPORTUNITY
FUNDS FOR PROPERTY AT 2652 W. OGDEN AVE.

[O2022-887]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, to which was referred an ordinance concerning an amendment to the Neighborhood Opportunity Fund redevelopment agreement with Ogden Washtenaw JV LLC, for the property located at 2652 West Ogden Avenue in the 28th Ward (O2022-887), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes on May 18, 2022.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

On motion of Alderman Dowell, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, Chapter 16-14-010, et seq. of the Municipal Code of Chicago (the "Code") contains the Neighborhood Opportunity Fund Ordinance (the "NOF Ordinance") establishing the Neighborhood Opportunity Fund (the "NOF"); and

WHEREAS, The purpose of the NOF is to (a) promote growth within the downtown area through the floor area bonus provisions of Section 17-4-1000 of the Code, and simultaneously generate new revenues for investment in business development and job growth in neighborhoods impacted by poverty, high unemployment, and other indicators of economic deprivation; (b) strengthen neighborhood commercial corridors in qualified investment areas; and (c) address the decline of private investment in qualified investment areas that damages the City's overall economic competitiveness, impedes the sustainable and equitable development of the City as a whole, contributes to inequality and poverty, and has a detrimental effect on the City's quality of life; and

WHEREAS, The NOF shall be used for projects located in or directly benefiting qualified investment areas, as indicated on a map published by the Commissioner (the "Commissioner") of the Department of Planning and Development ("DPD") and updated at least once every five years; and

WHEREAS, The authorized uses of the NOF are for eligible costs (as defined in the NOF Ordinance) related to (a) commercial establishments that provide, on a permanent or short-term (pop-up) basis, goods and services which complement and revitalize the areas in which they are located, and which may include, without limitation, grocery stores, retail establishments, and restaurants that sell food primarily for consumption on premises; (b) cultural establishments that provide, on a permanent or short-term (pop-up) basis, recreational and educational opportunities which complement and revitalize the areas in which they are located; and (c) incubation, mentoring, and training of small businesses that otherwise qualify as authorized uses under (a) or (b) above; and

WHEREAS, On April 10, 2019, the City Council of the City approved the award of an NOF grant under certain terms and conditions to Ogden Washtenaw JV LLC, a Delaware limited liability company (the "Grantee"), in an amount not to exceed \$2,500,000 (the "NOF Grant") for the development of a commercial project located in a qualified investment area at

2652 West Ogden Avenue, Chicago, Illinois, commonly known as Ogden Commons (the "Project"); and

WHEREAS, The terms and conditions of the NOF Grant were memorialized in that certain NOF Redevelopment Agreement (Ogden Commons Phase I, Parcel B1) dated as of December 19, 2019 (the "NOF Agreement") executed by DPD and the Grantee; and

WHEREAS, The Grantee has experienced delays in the completion of the Project; changes in the previously identified retail space tenants and office space tenants that require a reduction of the NOF Grant amount, and has requested that DPD amend the Agreement to reflect these and other changes; and

WHEREAS, DPD seeks authorization to enter into an amendment to the NOF Agreement reflecting the changes shown in Exhibit A (the "Amendment"); now, therefore,

Be It Ordained by the City Council of the City of Chicago:

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

SECTION 2. The Commissioner and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute the Amendment with the Grantee and to execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the NOF Grant. The execution of such agreements and instruments and the performance of such acts shall be conclusive evidence of such approval. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the NOF Grant which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the NOF Grant to the Grantee.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:



**NOF CONDITIONAL AWARD LETTER
(Revised)**

March 7, 2019 ~~February~~ __, 2022

Jeff Head
Ogden Washtenaw JV LLC
350 West Hubbard Street
Chicago, Illinois 60654

Dear Mr. Head,

Congratulations, your application for ~~Mayor Emanuel's~~ the Neighborhood Opportunity Fund ("NOF") has been conditionally approved for up to \$~~2,413,155~~ ~~2,500,000~~ in NOF Grant assistance, subject to City Council approval and execution of a Redevelopment Agreement ("RDA") with the City of Chicago (the "City"), through the Department of Planning and Development ("DPD").

This letter outlines the general terms and conditions of the approval. Your application was selected and approved based on its proposed Project Plan and Project Scope, which are described below. If any changes are made to either the Project Plan or Project Scope, you must inform DPD in advance of proceeding. Any changes without DPD's prior written approval may result in forfeiture of the NOF Grant.

Property Address:

2652 West Ogden Avenue, Chicago, Illinois 60608

PINs: 16-24-213-011-0000 (Parcel 1) and 16-24-213-013-0000 (Parcel 2)

2632 West Ogden Avenue, Chicago, Illinois 60608 (PIN 16-24-213-012-0000)

2638 West Ogden Avenue, Chicago, Illinois 60608 (PIN 16-24-213-011-0000)

2646 West Ogden Avenue, Chicago, Illinois 60608 (PIN 16-24-213-010-0000)

Project Plan and Project Scope:

The Project represents phase one of a multi-phase redevelopment program designed to bring new economic development and housing to the North Lawndale Community. Phase I will include approximately 52,000 square feet of office and retail space. The NOF grant will be utilized towards the core and shell and tenant improvements associated with retail tenants, who include Steak & Shake, Ja'Grill Restaurant, Momentum Coffee, Wintrust Bank and two Mount Sinai Hospital of Chicago clinics and a third retail tenant, yet to be identified. The office space tenants will be Mt. Mount Sinai Hospital of Chicago and Cinespace Studios.

Estimated Project Costs:

<u>Project Sources and Uses Table</u>			
<u>Anticipated Project Costs</u>		<u>Anticipated Sources of Funds</u>	
<u>Hard Costs</u>	<u>\$16,986,122</u>	<u>Equity</u>	<u>\$3,869,768</u>
<u>Soft Costs</u>	<u>\$4,196,801</u>	<u>PNC QOZ Equity</u>	<u>\$12,500,000</u>
<u>Acquisition Costs</u>	<u>\$600,000</u>	<u>PNC Loan</u>	<u>\$3,000,000</u>
<u>Other Costs</u>	<u>\$0</u>	<u>NOF Grant</u>	<u>\$2,413,155</u>
<u>Total</u>	<u>\$21,782,923</u>	<u>Total</u>	<u>\$21,782,923</u>

<u>Project Sources and Uses Table</u>			
<u>Anticipated Project Costs</u>		<u>Anticipated Sources of Funds</u>	
<u>Hard Costs</u>	<u>\$17,765,655</u>	<u>Equity</u>	<u>\$912,566</u>
<u>Soft Costs</u>	<u>\$3,372,571</u>	<u>Debt</u>	<u>\$10,400,000</u>
<u>Acquisition Costs</u>	<u>\$600,000</u>	<u>NOF Grant</u>	<u>\$2,500,000</u>
<u>Other Costs</u>	<u>\$0</u>	<u>Qualified Opportunity Zone</u>	<u>\$7,925,660</u>
<u>Total</u>	<u>\$21,738,226</u>	<u>Total</u>	<u>\$21,738,226</u>

Payment of NOF Grant:

The NOF Grant will be reimbursed to the Grantee following the completion of the project and the issuance of a Certificate of Completion by DPD.

NOF Covenants:

1. **Operations and Occupancy Covenants.** The Grantee shall continuously own, occupy, and operate the entirety of the Project for three years following the issuance of the Certificate of Completion. If the Grantee fails to satisfy these requirements, the City shall have the right to cease NOF payments or terminate the RDA. The City may also have the right to place a lien on the subject property. The Grantee will receive NOF grant funds for the reimbursement of NOF-eligible costs based on the following Occupancy Covenant percentages and tenants:
 - a) Developer will receive a reimbursement for NOF eligible costs up to \$2,413,155 if 100% of ground floor retail space square footage is leased to the following tenants Ja'Grill Restaurant, Wintrust Bank, Momentum Coffee, Mount Sinai Clinic #1 and Mount Sinai Clinic #2.
 - b) Developer will receive a reimbursement for NOF eligible costs up to \$2,088,599 if not less than 75% of ground floor retail space square footage is leased to a combination of the following tenants Ja' Grill Restaurant, Wintrust Bank, Momentum Coffee, Mount Sinai Clinic #1 and Mount Sinai Clinic #2.

- +2. **Annual Compliance Report.** The Grantee shall be required to provide an Annual Compliance Report. The compliance monitoring period will extend at least 3 years from the issuance of the Certificate of Completion for the Project. Requirements for the Annual Compliance Reports will be detailed in the RDA.

NOF Grant Award Conditions:

Disbursement of the NOF Grant funds is subject to the following conditions, which will be further detailed in the RDA.

1. **Closing.** Prior to closing, the Grantee must satisfy certain conditions before the City will execute and deliver the RDA, unless such conditions are waived in writing by the City. Grantee shall close on the RDA within 90 days of Council authorization.
2. **Certificate of Completion.** Grantees are to complete construction expeditiously following the execution of the RDA. A Certificate of Completion must be issued prior to the second anniversary of the issuance of this ~~NOF Conditional Award Letter~~ by August 1, 2022, or the Project will be considered in default and the NOF Grant may be forfeited and the RDA may be terminated.
3. **Project Budget.** Increases to project costs will be your sole responsibility and will not necessitate an increase in the approved NOF Grant amount.
4. **Project Financing.** Proof of project financing, evidencing that all available sources of funds outside of the NOF Grant amount are secured and available, must be submitted to DPD by February 19, 2019.
5. **Documentation.** All eligible project costs must be appropriately documented. Documentation includes, but is not limited to, detailed invoices, cancelled checks, sworn owner's statement, sworn statement of contractor and subcontractor to owner and final lien waivers.
6. **Permits.** All permits which are required by the City's Municipal Code must be obtained in order for that work and its corresponding costs to be considered eligible for NOF assistance.
7. **Business Licenses.** All necessary business licenses must be obtained by the business prior to the NOF Grant being fully disbursed.
8. **MBE/WBE Requirements.** The Grantee must meet at least 26% MBE/ 6%WBE participation for the Project's direct and indirect costs of construction. Prior to the closing date, the Grantee, general contractor and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Grantee's plan to achieve its obligations as established in the RDA and as mandated by City Council ordinance and DPD policy.
9. **City Residency/Prevailing Wage Requirements.** City residents must perform 50% of all construction hours. Grantee is subject to the City's prevailing wage requirement for all construction trades, as established by the Illinois Department of Labor.
10. **Permitted Uses.** The Grantee understands that the permitted uses of property and improvements are only as allowed by the Redevelopment Agreement and the applicable zoning restrictions.

11. ***Limitations on Other City Funds.*** NOF funds may not be combined with other City funds, including but not limited to a TIF redevelopment agreement, the Small Business Improvement Fund or the Adopt-a-Landmark Fund.
12. ***Build Community Wealth Bonus.*** ~~The- Project is not eligible to receive the Build Community Wealth Bonus amount of the Build Community Wealth Bonus is capped at 15% of your total eligible project costs for the support of locally-based business and property owners or for creating employment opportunities in areas in need of new jobs.~~

Once more, we wish to extend congratulations to you for being selected for ~~Mayor Emanuel's~~ the NOF program. We look forward to supporting you in your efforts to revitalize our City's neighborhoods. Any questions regarding the NOF requirements and procedures can be addressed to Robert Bumpers at (312) 744-0107, Robert.Bumpers@cityofchicago.org

Sincerely,

~~David Reifman~~ William Jeffries
Deputy Commissioner
Department of Planning and Development

On behalf of Ogden Washtenaw JV LLC ("Grantee"), we accept the above terms and conditions of the NOF Grant offered by the City of Chicago.

Date	Jeff Head	Title
Return one copy of this letter to:	City of Chicago Department of Planning and Development Attention: Robert Bumpers 121 North LaSalle Street, RM 1006 Chicago, IL 60602	

SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2022 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[SO2022-1272]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, to which was referred a substitute ordinance concerning an amendment to the Annual Appropriation Ordinance Year 2022 within Fund Number 925 for the Department of Family and Support Services, the Office of Public Safety Administration and the Department of Water (SO2022-1272), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with dissenting votes made by Alderman Leslie Hairston, 5th Ward, and Alderman Carrie Austin, 34th Ward, on May 18, 2022.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

On motion of Alderman Dowell, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 2022 (the "2022 Appropriation Ordinance") of the City of Chicago (the "City") contains estimates of revenues

receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, The City through its Department of Family and Support Services ("DFSS") has been awarded private grant funds in the amount of \$78,000 by the OneChicagoFund for the My CHI.My Future program; and

WHEREAS, DFSS desires to enter into a contract with Hauswirth, Inc., an Illinois corporation, which will implement a marketing campaign for the launching of the My CHI.My Future mobile application that is expected to be released on May 18, 2022, for an amount not to exceed \$78,000 for a one-year term (the "Contract"); and

WHEREAS, The City through its Office of Emergency Management and Communications has been awarded private grant funds in the amount of \$3,000,000 by the University of Chicago for the Safety and Security Technology Improvements program and desires to allocate the entire amount to the City's Office of Public Safety Administration; and

WHEREAS, The City through its Office of Budget and Management has been awarded federal pass-through grant funds in the amount of \$320,000 by the Illinois Emergency Management Agency for the Hazard Mitigation Grant program and desires to allocate the entire amount to the Department of Water; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The amount of \$3,398,000 (not previously appropriated and representing new grant funds) is hereby appropriated from Fund 925 -- Grant Funds for the year 2022. The 2022 Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 2. The Commissioner of DFSS or her designee (each, an "Authorized Officer") is authorized to execute the Contract with Hauswirth, Inc. The Contract shall contain such terms and conditions as the Authorized Officer shall deem necessary or desirable. Each Authorized Officer for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this ordinance and is hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this ordinance or to evidence said authority.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be in full force and effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".**Amendment To The 2022 Appropriation Ordinance.*

Code	Department And Item	Strike Amount	Add Amount
	Estimate Of Grant Revenue For 2022		
	Awards from Agencies of the Federal Government	\$1,535,148,000	\$1,535,468,000
	Awards from Public and Private Agencies	84,832,000	87,910,000

325 -- Grant Funds

Department Number	Department And Grant Name	Strike Amount 2022 Anticipated Grant	Add Amount 2022 Anticipated Grant	Strike Amount (2022 Total) Includes Anticipated Carryover	Add Amount (2022 Total) Includes Anticipated Carryover	Strike Amount (2022 Total)	Add Amount (2022 Total)
50	Department Of Family And Support Services:						
	MyChi.My Future Program		\$ 78,000				\$ 78,000
51	Office Of Public Safety Administration:						
	Safety and Security Technology Improvements Program		3,000,000				3,000,000
88	Department Of Water						
	Hazard Mitigation Grant Program		320,000				320,000

TRANSFER OF YEAR 2022 FUNDS WITHIN CITY COUNCIL COMMITTEE ON
ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT.

[O2022-1227]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, to which was referred an ordinance introduced by Alderman Gilbert Villegas (36th Ward), concerning the transfer of funds within the Committee on Economic, Capital and Technology Development for Year 2022 (O2022-1227), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes on May 18, 2022.

Respectfully submitted,

(Signed) PAT DOWELL,
Chairman.

On motion of Alderman Dowell, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2022. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

5/23/2022

REPORTS OF COMMITTEES

47655

FROM:

Purpose	Fund	Code/ Department	Account	Amount
Commodities	0100	0152255	220300	\$500.00
Contingency	0100	0152255	220700	\$1,000.00

TO:

Purpose	Fund	Code/ Department	Account	Amount
Contracted Service	0100	0152255	220100	\$1,500.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations in the City Council's Committee on Economic, Capital and Technology Development, during the said year.

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

**COMMITTEE ON ECONOMIC, CAPITAL AND
TECHNOLOGY DEVELOPMENT.**

APPOINTMENT OF WILLIAM J. SHEPARD AS MEMBER OF LAKEVIEW EAST
COMMISSION (SPECIAL SERVICE AREA NO. 8).

[A2022-59]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, May 20, 2022.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on May 17, 2022, recommends *Approval* of the appointment of William J. Shepard as a member of Special Service Area Number 8, the Lakeview East Commission (A2022-59), introduced on April 27, 2022 by the Honorable Lori E. Lightfoot, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chairman.

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of William J. Shepard as a member of the Lakeview East Commission (Special Service Area Number 8) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF KEARBY J. KAISER AS MEMBER OF NORTH HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 18).

[A2022-65]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, May 20, 2022.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on May 17, 2022, recommends *Approval* of the reappointment of Kearby J. Kaiser as a member of Special Service Area Number 18, the North Halsted Commission (A2022-65), introduced on April 27, 2022 by the Honorable Lori E. Lightfoot, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chairman.

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Kearby J. Kaiser as a member of the Lakeview East Commission (Special Service Area Number 18) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF ALLAN O'BRIEN AS MEMBER OF NORTH HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 18).

[A2022-60]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, May 20, 2022.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on May 17, 2022, recommends *Approval* of the appointment of Allan O'Brien as a member of Special Service Area Number 18, the North Halsted Commission (A2022-60), introduced on April 27, 2022 by the Honorable Lori E. Lightfoot, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chairman.

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Allan O'Brien as a member of the North Halsted Commission (Special Service Area Number 18) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF DANIEL JU AS MEMBER OF BROADWAY COMMERCIAL DISTRICT COMMISSION (SPECIAL SERVICE AREA NO. 26).

[A2022-61]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, May 20, 2022.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on May 17, 2022, recommends *Approval* of the appointment of Daniel Ju as a member of Special Service Area Number 26, the Broadway Commercial District Commission (A2022-61), introduced on April 27, 2022 by the Honorable Lori E. Lightfoot, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chairman.

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Daniel Ju as a member of the Broadway Commercial District Commission (Special Service Area Number 26) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF NORA A. MC CARTHY AS MEMBER OF WEST TOWN COMMISSION (SPECIAL SERVICE AREA NO. 29-2014).

[A2022-62]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, May 20, 2022.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on May 17, 2022, recommends *Approval* of the reappointment of Nora A. McCarthy as a member of Special Service Area Number 29-2014, the West Town Commission (A2022-62), introduced on April 27, 2022 by the Honorable Lori E. Lightfoot, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chairman.

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Nora A. McCarthy as a member of the West Town Commission (Special Service Area Number 29-2014) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF STEVEN E. TOBIASON AS MEMBER OF WEST TOWN COMMISSION (SPECIAL SERVICE AREA NO. 29-2014).

[A2022-63]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, May 20, 2022.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on May 17, 2022, recommends *Approval* of the reappointment of Steven E. Tobiason as a member of Special Service Area Number 29-2014, the West Town Commission (A2022-63), introduced on April 27, 2022 by the Honorable Lori E. Lightfoot, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chairman.

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Steven E. Tobiason as a member of the West Town Commission (Special Service Area Number 29-2014) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF OMOTOLA F. AKINBIYI AS MEMBER OF GREATER
RAVENSWOOD COMMISSION (SPECIAL SERVICE AREA NO. 31).

[A2022-64]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, May 20, 2022.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on May 17, 2022, recommends *Approval* of the appointment of Omotola F. Akinbiyi as a member of Special Service Area Number 31, the Greater Ravenswood Commission (A2022-64), introduced on April 27, 2022 by the Honorable Lori E. Lightfoot, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chairman.

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Omotola F. Akinbiyi as a member of the Greater Ravenswood Commission (Special Service Area Number 31) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

SUPPORT OF COOK COUNTY CLASS 6(b) SER (SUSTAINABLE EMERGENCY RELIEF) TAX INCENTIVE FOR PROPERTY AT 3130 AND 3136 S. KOLIN AVE.
[O2022-1281]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, May 20, 2022.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on May 17, 2022, having had under consideration an ordinance in support of Cook County Class 6(b) SER (Sustainable Emergency Relief) tax incentive for the property at 3130 and 3136 South Kolin Avenue (O2022-1281), introduced on April 27, 2022 by the Honorable Lori E. Lightfoot, Mayor, begs leave to recommend that Your Honorable Body Pass said proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chairman.

On motion of Alderman Villegas, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois and which is used primarily for industrial purposes; and

WHEREAS, The City consistent with the County Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Modern Process Equipment, Inc., an Illinois corporation (the "Applicant"), owns certain real estate located generally at 3130 and 3136 South Kolin Avenue, Chicago, Illinois 60623, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant has substantially rehabilitated two industrial facilities on the Subject Property of approximately 5,700 square feet and 5,731 square feet, respectively; and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to retain an existing industrial business that employs 94 full-time workers and will create another estimated 13 full-time jobs and to induce the Applicant to invest \$1,175,000 in equipment and facility improvements; and

WHEREAS, It is intended that the Applicant will use the Subject Property to manufacture coffee grinding equipment; and

WHEREAS, The Applicant has filed an eligibility application for a Class 6(b) Sustainable Emergency Relief ("Class 6(b) SER") tax incentive under the County Ordinance with the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Subject Property is located within the Little Village Industrial Corridor Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purposes of Redevelopment Project Areas are to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, The Applicant has operated its industrial business on the Subject Property for a minimum of 10 years prior to the date of application for the Class 6(b) SER tax incentive; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) SER classification or renewal of a Class 6(b) SER classification is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class 6(b) SER eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) SER classification is located an ordinance expressly stating, among other things, that the municipality has determined that the incentive provided by the Class 6(b) SER classification is necessary for an industrial enterprise to continue operations on such real estate and that the municipality supports and consents to the Class 6(b) SER classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) SER classification of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby finds that the Applicant has submitted evidence of hardship to support a determination that special circumstances make the incentive necessary for the Applicant to continue operations at the Subject Property and maintain its staff, and that without such designation the Applicant's industrial enterprise would not be economically viable causing the Subject Property to be at imminent risk of becoming vacant and unused.

SECTION 3. The City hereby determines that the incentive provided by the Class 6(b) SER classification for the Subject Property is necessary.

SECTION 4. The City supports and consents to the Class 6(b) SER classification by the Assessor with respect to the Subject Property.

SECTION 5. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 6. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class 6(b) SER eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 7. This ordinance shall be effective immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description Of Subject Property.

Parcel One (3130 South Kolin Avenue):

Lots 117 and 118 in Commissioner's Subdivision of the northwest quarter of the northeast quarter of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Tax Index Number (PIN):

16-34-200-009-0000.

Parcel Two (3136 South Kolin Avenue):

Lot 115 (except the south 1½ inches) and Lot 116 in Commissioner's Subdivision of the northwest quarter of the northeast quarter of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Tax Index Number (PIN):

16-34-200-032-0000.

**SUPPORT FOR RENEWAL OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR
PROPERTY AT 2800 -- 2850 W. COLUMBUS AVE.**

[O2022-1283]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, May 20, 2022.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on May 17, 2022, having had under consideration an ordinance in support of the renewal of Cook County Class 6(b) tax incentive for the property at 2800 -- 2850 West Columbus Avenue (O2022-1283), introduced on April 27, 2022 by the Honorable Lori E. Lightfoot, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chairman.

On motion of Alderman Villegas, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance, and occupy property which is located within Cook County, and which is used primarily for industrial purposes; and

WHEREAS, The City, consistent with the County Ordinance, wishes to induce industry to locate, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, On July 7, 1999, the City Council of the City (the "City Council") enacted a resolution supporting and consenting to the Class 6(b) classification of certain real estate located generally at West 77th Street and West Columbus Avenue in Chicago, Illinois (the "Property") by the Office of the Assessor of Cook County, Illinois (the "Assessor"); and

WHEREAS, On or about December 1999, Gateway Park LLC, an Illinois limited liability company ("Applicant") took title to the Property, and the Class 6(b) application for a portion of the Property was not filed until March 2000; and

WHEREAS, On or about September 2003, Applicant completed construction of a 669,000-square-foot industrial building (the "Building") on a part of the Property and leased it to tenants; and

WHEREAS, On June 9, 2010, the City Council enacted an ordinance, which, among other actions, approved, supported, and consented to renew the Class 6(b) classification for certain real estate within the Property owned by Applicant; and

WHEREAS, Applicant is the owner of certain real estate located generally at 2800 -- 2850 West Columbus Avenue, Chicago, Illinois 60629 (the "Subject Property"), with the Subject Property located within the Property area, and containing the Building, with the Subject Property legally described in Exhibit A; and

WHEREAS, Applicant presently leases most of the Building to a single tenant who uses its space for light assembly, processing, and distribution; and

WHEREAS, Contingent on approval of the Class 6(b) classification renewal, Applicant's tenant plans to renew its current lease in the Building, expand its leasehold to lease the entire Building to expand its operations, invest approximately \$5,000,000 in leasehold and equipment upgrades, and hire approximately 50 new employees; and

WHEREAS, The Applicant has filed an application for renewal of the Class 6(b) classification with the Assessor pursuant to the County Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class 6(b) renewal application with the Assessor, an applicant must obtain from the municipality in which such real estate is located an ordinance expressly stating, among other things, that the municipality has determined that the industrial use of the property is necessary and beneficial to the local economy and that the municipality supports and consents to the renewal of the Class 6(b) classification; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the industrial use of the Subject Property is necessary and beneficial to the local economy in which the Subject Property is located.

SECTION 3. The City supports and consents to the renewal of the Class 6(b) classification with respect to the Subject Property.

SECTION 4. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 5. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class 6(b) renewal application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 6. This ordinance shall be effective immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description Of Double Drive-In Parcel (Gateway Park):

That part of the southwest quarter of Section 25, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows: commencing at the intersection of the south line of the Chicago and Western Indiana Belt Railroad right-of-way in Wabash Addition to Chicago, being a subdivision in said southwest quarter according to the plat thereof recorded May 14, 1890, as Document Number 1269284, with the east line of the west half of vacated Sacramento Avenue; thence north 88 degrees, 22 minutes, 21 seconds east along said south line, 97.25 feet to a point of beginning on the northerly extension of the west face of the west wall of a concrete building; thence continuing north 88 degrees, 22 minutes, 21 seconds east along said south line, 236.53 feet to the east line of the west half of vacated Richmond Street; thence south 01 degree, 38 minutes, 30 seconds east along said east line, 82.00 feet to the south line extended west of the north 82.00 feet of Blocks 21 and 22 in said Wabash Addition to Chicago; thence north 88 degrees, 22 minutes, 21 seconds east along said extension and south line, 634.52 feet to the east line of said Block 22; thence south 01 degree, 37 minutes, 22 seconds east along said east line, 0.39 foot; thence north 88 degrees, 22 minutes, 21 seconds east parallel to said south line, 66.00 feet to the west line of Block 23 in said Wabash Addition to Chicago; thence north 01 degree, 37 minutes, 22 seconds west along said west line, 0.30 foot to the northwest corner of Lot 46 in said Block 23; thence north 88 degrees, 22 minutes, 28 seconds east along the north line of said Lot 46, 125.88 feet to the west line of the north/south alley in said Block 23; thence south 01 degree, 37 minutes, 5 seconds east along said west line, 0.30 foot to the south line of the north 82.39 feet of said alley; thence north 88 degrees, 22 minutes, 21 seconds east along said south line, 8.00 feet to the west line of the east half of said alley; thence north 01 degree, 37 minutes, 5 seconds west along said west line, 82.39 feet to the westerly extension of the north line of Lot B in said Block 23; thence north 88 degrees, 22 minutes, 21 seconds east along said north line and the easterly extension thereof, 138.89 feet to the east line of the west 5 feet of vacated California Avenue; thence south 01 degree, 36 minutes, 48 seconds east along said east line, 862.67 feet to the northwest line of Columbus Avenue; thence south 58 degrees, 52 minutes, 16 seconds west along said northwest line, 878.50 feet to the north line of 77th Street; thence south 88 degrees, 22 minutes, 52 seconds west along said north line, 422.72 feet to a point on a line that is parallel with and 23.41 feet east of aforesaid west face of the west wall of a concrete building; thence north 01 degree,

34 minutes, 47 seconds west along said parallel line, 336.22 feet to a point lying 823.91 feet (as measured along said parallel line) south of the north wall of said concrete building; thence south 88 degrees, 25 minutes, 13 seconds west, 23.41 feet to a point on the southerly extension of aforesaid west face of the west wall of a concrete building, said point lying 823.91 feet (as measured along said wall and southerly extension) south of the northwest corner of said concrete building; thence north 01 degree, 34 minutes, 47 seconds west along said wall and the southerly and northerly extensions thereof, 958.97 feet to the point of beginning, in Cook County, Illinois.

Common Address:

2800 -- 2850 West Columbus Avenue
Chicago, Illinois 60629.

Permanent Index Numbers:

19-25-305-002;

19-25-306-002;

19-25-307-002;

19-25-307-003;

19-25-313-001;

19-25-314-001;

19-25-315-001;

19-25-304-002 (part of); and

19-25-312-002 (part of).

Parcel 4 (Owned By Gateway Park LLC):

That part of the southwest quarter of Section 25, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows: beginning at the intersection of the south line of the Chicago and Western Indiana Belt Railroad right-of-way in Wabash Addition to Chicago, being a subdivision in said southwest quarter according to the plat thereof recorded May 14, 1890, as Document Number 1269284, with the east line of the west half of vacated Sacramento Avenue; thence north 88 degrees, 22 minutes, 21 seconds east along said south line, 97.25 feet to a point on the northerly extension of the west face of the west wall of a concrete building; thence south 01 degree, 34 minutes, 47 seconds east along said west face and the northerly and southerly extensions thereof,

958.97 feet to a point lying 823.91 feet (as measured along said west face and the southerly extension thereof) south of the northwest corner of said concrete building; thence north 88 degrees, 25 minutes, 13 seconds east, 23.41 feet to a point on a line that is parallel with and 23.41 feet east of aforesaid west face of the west wall of a concrete building; thence south 01 degree, 34 minutes, 47 seconds east along said parallel line, 336.22 feet to a point on the north line of 77th Street; thence south 88 degrees, 22 minutes, 52 seconds west along said north line, 101.05 feet to the west line of the east 15.00 feet of aforesaid vacated Sacramento Avenue; thence north 01 degree, 39 minutes, 4 seconds west along said west line, 35.00 feet; thence south 88 degrees, 22 minutes, 52 seconds west parallel to the north line of 77th Street, 18.00 feet to aforesaid east line of the west half of vacated Sacramento Avenue; thence north 01 degree, 39 minutes, 4 seconds west along said east line, 1,260.20 feet to the point of beginning, in Cook County, Illinois.

Common Address:

2800 -- 2850 West Columbus Avenue
Chicago, Illinois 60629.

Permanent Index Numbers:

19-25-304-002 (part of); and
19-25-312-002 (part of).

SUPPORT FOR RENEWAL OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR
PROPERTY AT 3125 S. KOLIN AVE.

[O2022-1280]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, May 20, 2022.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on May 17, 2022, having had under consideration an ordinance in support of the

renewal of Cook County Class 6(b) tax incentive for the property at 3125 South Kolin Avenue (O2022-1280), introduced on April 27, 2022 by the Honorable Lori E. Lightfoot, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chairman.

On motion of Alderman Villegas, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used primarily for industrial purposes; and

WHEREAS, The City, consistent with the County Ordinance, wishes to induce industry to locate, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Modern Process Equipment, Inc., an Illinois corporation ("Applicant"), is the owner of certain real estate located generally at 3125 South Kolin Avenue, Chicago, Illinois 60623, as further described on Exhibit A hereto (the "Subject Property") and plans to substantially rehabilitate an approximately 61,617-square-foot industrial facility thereon; and

WHEREAS, On October 5, 2011, the City Council of the City enacted a resolution supporting and consenting to the Class 6(b) classification of the Subject Property by the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Assessor granted the Class 6(b) tax incentive in connection with the Subject Property in 2011; and

WHEREAS, The Applicant intends to file an application for renewal of the Class 6(b) classification with the Assessor pursuant to the County Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class 6(b) renewal application with the Assessor, an applicant must obtain from the municipality in which such real estate is located an ordinance expressly stating, among other things, that the municipality has determined that the industrial use of the property is necessary and beneficial to the local economy and that the municipality supports and consents to the renewal of the Class 6(b) classification; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the industrial use of the Subject Property is necessary and beneficial to the local economy in which the Subject Property is located.

SECTION 3. The City supports and consents to the renewal of the Class 6(b) classification with respect to the Subject Property.

SECTION 4. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 5. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class 6(b) renewal application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 6. This ordinance shall be effective immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description Of Subject Property:

Lots 26 to 30, both inclusive, and Lots 125 to 142, both inclusive, in Commissioner's Subdivision of the northwest quarter of the northeast quarter of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

3125 South Kolin Avenue
Chicago, Illinois 60623.

Permanent Index Number ("PIN"):

16-34-200-015-0000.

CALL FOR HEARINGS ON DEPARTMENT OF ASSETS, INFORMATION AND SERVICES REGARDING CURRENT DATA SHARING PRACTICES AND TOOLS AND ESTABLISHMENT OF PLAN TO IMPROVE AND IMPLEMENT EFFECTIVE DATA SHARING PLATFORMS.

[R2021-1127]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, May 20, 2022.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on May 17, 2022, having had under consideration a resolution calling for hearings on Department of Assets, Information and Services regarding current data sharing practices

and tools and establishment of plan to improve and implement effective data sharing platforms (R2021-1127), introduced on October 14, 2021 by Alderman Villegas (36th Ward), begs leave to recommend that Your Honorable Body *Adopt* said proposed resolution transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chairman.

On motion of Alderman Villegas, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, The City of Chicago ("City") is responsible for the protection and promotion of public health, safety, welfare, and economic and structural conditions, among others, that allow businesses, communities, and residents to thrive; and

WHEREAS, The largest department supporting such responsibilities is the Department of Assets, Information and Services ("AIS"), that provides operation, maintenance, and repair support for City-owned and leased vehicles, and the operation, maintenance and repair of City buildings and properties. AIS is also responsible for custodial services, security coverage, graphic services, mail service, relocation services, document storage and management, energy procurement, and environmental engineering technical support; and

WHEREAS, Additionally, AIS is the department held responsible for the coordination of technology business processes and solutions, providing networks, databases, software, and technical support for all City departments. Communications and information crucial to the city's function, efficiency, and internal transparency; and

WHEREAS, AIS provides an array of resources, including but not limited to Information Technology (IT), where AIS has designated a data science team that is further divided into four units, including advanced analytics, open data, business intelligence, and data management, intended to store, analyze, research, visualize, publish and liberate data for city users and the public; and

WHEREAS, According to the proposed 2022 budget, AIS will be receiving close to \$75 Million in funding for the Bureau of Information Technology, an amount comparative to similar sized cities that have devoted independent departments for such allocated funds; and

WHEREAS, This past summer, the Committee on Economic, Capital and Technology Development called for hearings on the state of the City's cybersecurity protocols and additionally discussed relative technology efforts related to the Gartner Report ("report"); and

WHEREAS, The report demonstrated a need for significant IT investment, including but not limited to a major increase in communication between City departments, with a particular emphasis on data sharing, in effort to strengthen operation efficiencies and avoid the increasing risks that slow down the rate of innovation; and

WHEREAS, Throughout the 2022 budget hearings, several commissioners, chairpersons, and elected officials, stated that they did not have knowledge or accessibility of data sharing tools that assisted with pertinent cross-departmental communications and information, impeding efficient delivery of their services; and

WHEREAS, Collectively, the recent findings, testimonies, and allocated funding, reveal the unnecessary and substantial negative impact experienced by the city due to the lack of data sharing platforms; now, therefore,

Be It Resolved, That we, the members of the City Council, call on the City of Chicago to convene a hearing with the Department of Assets, Information and Services to discuss its current data sharing practices and tools, acquire feedback on its inefficiencies, and construct a comprehensive plan to improve and implement effective data sharing platforms within the City of Chicago.

CALL FOR SUBJECT MATTER HEARING ON IMPLEMENTATION OF FLEET ELECTRIFICATION.

[R2022-267]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, May 20, 2022.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on May 17, 2022, having had under consideration a resolution calling for a subject matter hearing on fleet electrification implementation (R2022-267), introduced on March 23, 2022 by Alderman Villegas (36th Ward), begs leave to recommend that Your Honorable Body *Adopt* said proposed resolution transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chairman.

On motion of Alderman Villegas, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, The City of Chicago ("City") owes a responsibility to all Chicagoans and their well-being, including the betterment of their economic growth, public health and safety; and

WHEREAS, The City recognizes the disparate impact climate change will continue to have should there be no imminent action taken, especially, as demonstrated through the City's "We Will Chicago Initiative" when considering the vast communities of color and lower socioeconomic status populations; and

WHEREAS, On January 19, 2022, the City's Committee on Economic, Capital, and Technology Development (ECTD) held their first Fleet Electrification [subject matter hearing] with the goal of bettering understanding why Fleet Electrification is crucial to the advancement of health and environmental justice, and learn from national leaders in the space; and

WHEREAS, The first Fleet Electrification Hearing held by ECTD was a huge success and many of the members of City Council heard from speakers such as Dr. Elizabeth Kócs, Brain Urbaszewski, Keith Kerman, Rebecca Kiernan, Mike Menyhart and John Wozniak on foundational topics such as why Fleet Electrification is important for the environment, the impact gas and fossil fuels have on our health, NYC's Clean Fleet Plan, City of Pittsburgh's Climate Action Plan, and current companies providing Fleet Electrification support throughout the state and nation; and

WHEREAS, Keeping the City's Electricity Franchise Agreement in mind, the City operates and maintains a large fleet of vehicles across several departments and agencies that are essential to delivering city services; and

WHEREAS, The City's sister agency, Chicago Transit Authority (CTA) recently announced details of their multi-year analysis for the full-electrification of one of the nation's largest bus systems, it is now time to call upon the City, including sister agencies, to discuss current efforts, measures of attainment, and roadmap to successfully driving Fleet Electrification implementation throughout the City; now, therefore,

Be It Resolved, That we, the members of the City Council, call on the City of Chicago Committee on Economic, Capital and Technology Development to hold a second hearing focused on the importance of Fleet Electrification within the City of Chicago and how to attain goals.

COMMITTEE ON ENVIRONMENTAL PROTECTION AND ENERGY.

Failed To Pass -- AMENDMENT OF CHAPTERS 3-12, 5-12 AND 11-12 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS, ADDING NEW SECTIONS 5-12-141, 11-12-015 AND 11-12-020, AND ADDING NEW ARTICLE IX IN CHAPTER 11-12 REGARDING ADMINISTRATION OF WATER-FOR-ALL PROGRAM.

[O2021-413]

The Committee on Environmental Protection and Energy submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Reporting for your Committee on Environmental Protection and Energy, which held a meeting on Tuesday, May 10, 2022, to consider an amendment of Chapters 3-12, 5-12 and 11-12 of Municipal Code by modifying various sections, adding new Sections 5-12-141, 11-12-015 and 11-12-020, and adding new Article IX in Chapter 11-12 regarding administration of Water-for-All program, begs leave to recommend that Your Honorable Body *Do Not Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a roll call vote of all committee members, with no dissenting votes.

Respectfully submitted,

(Signed) GEORGE A. CÁRDENAS,
Chairman.

On motion of Alderman Cárdenas, the committee's recommendation was *Concurred In* and said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

Said ordinance, which failed to pass, reads as follows:

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

SECTION 1. The City Council finds that access to an adequate supply of safe water is a basic human right and necessity of human life, and that as the city's Department of Water Management makes necessary improvements, implementation should be equitable, just and democratic, and the supply of water furnished by the city of Chicago to any household shall be made available at an affordable cost.

SECTION 2. Chapters 3-12 (3-12-020 et seq.), Chapter 5-12 (5-12-140 et seq.) and 11-12 (11-12-010 et seq.) of the Municipal Code of Chicago are hereby amended by deleting the language stricken through and by inserting the underscored language, as follows:

3-12-020 Charge for sewer service and use of sewerage system.

(a) A charge for sewer service and use of the sewerage system of the City of Chicago is hereby established. The charge shall be an amount equal to the percentage set forth in the below Table, of the amount charged for water service pursuant to Chapter 11-12 of this Code, whether such water service is metered or otherwise. Provided, however, that:

(1) property of the State of Illinois which is exempt from payment of a water service charge pursuant to subsection (a)(1) of Section 11-12-540 shall be exempt from payment of the first \$500.00 charge for sewer service per semiannual billing period;

(2) property of the City of Chicago which is exempt from payment of a water service charge pursuant to subsection (a)(2) of Section 11-12-540 shall be exempt from payment of 100% of the charge for sewer service;

(3) property of the Chicago Public Schools which is exempt from payment of a water service charge pursuant to subsection (a)(3) of Section 11-12-540 shall be exempt from payment of 100% of the charge for sewer service;

(4) property of the City Colleges of Chicago which is exempt from payment of a water service charge pursuant to subsection (a)(4) of Section 11-12-540 shall be exempt from payment of the first \$500.00 charge for sewer service per semiannual billing period;

(5) property of hospitals which is exempt from payment, in whole or in part, from payment of a water service charge pursuant to subsections (a)(5) or (a)(6) of Section 11-12-540 shall be exempt from payment of the first \$500.00 charge for sewer service per semiannual billing period;

(6) property of public museums which is exempt from payment of a water service charge pursuant to subsection (a)(7) of Section 11-12-540 shall be exempt from payment of the first \$500.00 charge for sewer service per semiannual billing period; ~~and~~

(7) Property of not-for-profit organizations which is exempt from payment of a water service charge pursuant to subsection (a)(8) of Section 11-12-540 shall be exempt from payment of the first \$500 charge for sewer service per semiannual billing period; and

(8) Property of residential users, as defined by section 11-12-010 of this Code, enrolled in the Water-for-All Program, pursuant to Section 11-12-720 et seq. of this Code, shall be charged for sewer service in an amount equal to the percentage set forth in the below Table of the amount charged for water service after applying the water-for-all credit pursuant to 11-12-720 et seq.

3-12-070 Late payment penalty.

(a) A late payment penalty assessed at a monthly rate of one and one-quarter percent shall be imposed on all sewer usage fees billed under Section 3-12-060 for which payment in full is not received within 24 calendar days from the date the bill for such charges was sent as shown by the records of the department of finance and shall be subject to Section 11-12-480(c). Where the correctness of a rate or charge imposed under this chapter is disputed and where complaint of such incorrectness has been made prior to the time the usual penalty would be imposed, and where the adjusting of such complaint requires additional time, the penalty may be held in abeyance up to and including the tenth day succeeding the resending of such bill.

(b) The rates and charges calculated and applied under Section 3-12-060 shall be recited upon a unified statement of charges. The unified statement of charges shall be prepared and sent to the billed party in such time periods as established by the comptroller. All revenues received in payment of such sewer use rates, charges, and penalties shall be deposited to the sewer revenue fund established under Section 3-12-010. Upon notice from the comptroller to the commissioner of water management that such sewer use charges shall remain unpaid after the expiration of 30 days from the date of such statement, the sewer service for the premises so serviced and delinquent shall be subject to termination by the commissioner of water management, and the service shall not be resumed until all sewer bills in arrears shall have been paid, including accrued penalties, and an amount equal to the actual costs of disconnection and reconnection shall have been paid for termination and resumption of service. Except as otherwise provided herein, the comptroller shall enforce the provisions of this section; provided that the commissioner of water management shall be responsible for termination or resumption of the sewer service.

(c) An accrued past due sewer service liability in excess of \$10,000.00 may subject the owner of the subject property to an additional penalty, to be imposed in a separate hearing, in an amount not less than \$50.00 and not more than \$500.00 for the delinquency. Each day that a past due service liability exceeds \$10,000.00 shall constitute a separate delinquency. In determining whether to impose this additional penalty, the hearing officer may consider all reasons for the failure to make timely payment. The amount of this additional penalty does not include the delinquent amount owed for sewer service and any applicable late payment penalties, nor does it affect any other remedies of the city pursuant to the provisions of this code, including the right to a lien on the subject property.

(d) Charges for sewer service hereunder shall be a lien upon the premises served pursuant to the law thereto pertaining. When such charges have been delinquent for a period of 60 days, the comptroller may cause a statement of lien to be recorded against the premises served and delinquent in the form and manner provided by law. The failure to record such a lien or to send notice thereof shall not affect the right of the city to foreclose or adjudicate such lien, by an equitable action in accordance with the statutory requirements therefor and in the same manner as provided for water service in Section 11-12-490, et seq., of this Code. The comptroller shall execute releases of such liens on behalf of the city upon receipt of payment thereof.

(e) Residential users, as defined by section 11-12-010 of this Code, enrolled in the Water-for-All Program pursuant to Section 11-12-720 et seq. of this Code shall be exempt from this section while enrolled in the Water-for-All Program.

5-12-141 Payment for water and wastewater services.

Any property owner or managing operator who requires that the tenant pay the costs of water or sewer services, whether directly to the department of public works or as reimbursement to the owner or managing operator, shall include such requirement in an express provision of a written lease. Said provision shall include a statement that the signed lease establishes, for the duration of the lease term, the owner's authorization to the department of public works to release records to the tenant upon request by the tenant or an agent of the tenant.

Whenever a property is master-metered and the property owner or managing operator bills the cost of service to the tenant on an allocated basis, the lease required by this paragraph must include all of the following:

- (a) A statement that the tenant will be billed by the owner for allocated water and sewer services;
- (b) The precise method and formula, if any, used by the owner to allocate the cost of water and sewer services to the tenant; and
- (c) For the 12 months prior to the execution or renewal of the lease, the average monthly consumption and costs of service for the dwelling unit or rooming unit to be leased and the dates of the highest and lowest bills during that period.

11-12-010 Definitions.

For purposes of this chapter, the following definitions shall apply:

"Commercial user" shall include transit, lodging, retail and wholesale establishments or establishments otherwise engaged in selling merchandise or rendering services.

"Commissioner" means the city's commissioner of water management.

"Department" means the city's department of water management.

"Family" means any number of persons not to exceed 12, including children and employees.

"Full payment certificate" means a certificate issued by the comptroller indicating that all water and sewer charges and penalties that accrued to a water account are paid in full or otherwise not transferable to the subsequent owner.

"Industrial user" shall include establishments engaged in manufacturing activities involving the mechanical or chemical transformation of materials of substance into products.

"Institutional/governmental user" shall include schools, churches, park districts, municipal accounts and users associated with federal, state, and local governments.

"Owner" means: (1) the legal title holder or holders to any premises, or dwelling units, with or without accompanying actual possession thereof; (2) the beneficial owner or owners of an Illinois Land Trust if legal title is held by such a trust; (3) the purchaser under a real estate installment sales contract; (4) any person serving as executor, administrator, trustee, or guardian of an estate if legal title is held by the estate; or (5) any person, including the agent of the legal title holder, who is authorized or entitled to control, manage or dispose of any premises, dwelling or dwelling unit.

"Premises" means a lot or a part of a lot, a building or a part of a building, or any other parcel or tract of land.

"Residential user" shall mean all dwelling units such as, but not limited to, houses, mobile homes, apartments and multifamily dwellings.

"Tenant" means an individual who is renting or leasing real property as his or her principal residence, which includes, but is not limited to, apartments, mobile home park sites, residential shareholders in nonprofit residential cooperatives or mutual housing corporations, owners of condominiums, or persons who are boarding.

"Tenant water user" means an individual who is renting or leasing real property at their principal residence, and who can verify that they pay a landlord, separate from the fixed periodic rent, an amount for water or wastewater services provided to their principal residence.

"Unified statement of charges" means the statement sent to the billed party showing amounts due for refuse collection, water and sewer charges assessed or charged under: (i) chapter 11-12 for water taxes, rates or rents, or charges for installation or disconnection of water service; (ii) chapter 3-12 for sewer service and sewerage usage; and (iii) Article II of chapter 7-28 for refuse collection.

11-12-015 Prohibition on the Sale, Lease, Transfer or Outsourcing of Water Supply and Services

The Commissioner, Council or Mayor of the City of Chicago may not sell, lease, transfer or outsource the operation or control of the Chicago Waterworks System. The Commissioner, Council or Mayor of the City of Chicago may not sell, lease, transfer or outsource the operation or control of any plant or pumping station, or portion of a plant or pumping station, used to provide water service to a for-profit or nongovernmental entity.

11-12-020 Equity in Capital Improvements.

The Commissioner will develop a plan to ensure equitable and just implementation of capital improvements that will to the greatest extent possible eliminate health, economic and access disparities. The plan will be developed collaboratively with an advisory committee of stakeholders including public health agencies and organizations, labor unions, non-profit organizations, the school district, and community groups. It will make provision for ongoing advisory committee involvement in program implementation to help ensure that benefits are realized throughout the service area. It will include provisions for local job training and employment opportunities, prioritizing opportunities to low- and very-low-income persons, in particular recipients of government assistance for housing.

11-12-260 Annual statement, Rate establishment.

At the close of each fiscal year, the department of water management shall prepare a statement of the revenues and expenditures of the water system of the city and a balance sheet thereof. The department shall then prepare an ordinance, for submission to the city council, establishing the rates to be charged for water service in the following year. The fee, charges, and rates established by said ordinance shall be sufficient in all times to pay the cost of operation and maintenance of the water system, to make principal and interest payments on any outstanding bonds, and to establish and maintain any reserve funds or accounts as may be covenanted for in bond ordinances authorizing the issuance of outstanding bonds. To the extent that the Water-for-All Program set forth in 11-12-720 et seq. shall cause an increase in rates, such rates will be assessed to commercial users and industrial users not exempted under Sec. 11-12-540(a)(1), (2), (3), (4), (5), (6), (7), and (8). No such increase in rates will be charged to residential users or institutional/government users. Nothing contained in this section shall be deemed to limit the authority of the City of Chicago to negotiate or fix rates by contract, or affect existing contracts, for users of water service outside the City of Chicago.

11-12-480 Delinquent payments.

- (a) Any water charges of commercial and industrial users that remain unpaid after the expiration of 30 days from the date of the bill for such charges shall be subject to termination, and the service shall not be resumed until all water bills in arrears shall have been paid, including accrued penalties, and all applicable fees set out in Section 11-12-120 have been paid for termination and resumption of water supply service. If, however, at any time that the premises are visited for this purpose they shall be found vacant, so that said cutting off would not be liable to serve the purpose of enforcing collection, said cutting off shall not be mandatory if, because of the shutoff rod box or the stopcock being out of repair, such act entails the expenditure of any sum for labor or material disproportionate to the amount of such delinquent rates. Service to residential water users and tenant water users shall not be subject to termination for nonpayment.

11-12-486 Report on water shutoffs.

~~On or before 1st of Each month~~ year, the commissioner and comptroller shall submit a report to the committee on finance and the committee on the budget and government operations concerning water shutoffs for non-payment of delinquent accounts during the prior ~~month~~ calendar year. The report shall indicate the number of shutoffs for each of the following types of uses:

- (a) Single-family dwellings;
- (b) Two to 12 unit residential structures;
- (c) More than 12 unit residential structures;
- (d) Combination of residential and commercial structures;
- (e) Commercial structures;
- (f) Industrial structures.

The report shall also indicate, for each type of use, (1) the monthly number of metered and non-metered accounts that were shutoff, ~~and~~ (2) the total amount of money owed to the city at the time the shutoffs occurred for the type of use; ~~(3) the monthly number of reconnections of water service that had been shutoff for nonpayment.~~ (4) the average time between shutoff for nonpayment and reconnection of water services, and (5) the number of liens on real property placed, sold, or enforced due to nonpayment. The report shall also include (1) the monthly number of water users in arrears, (2) the total dollar amount of arrears by each type of use and (3) the number of water users in arrears and dollar value in arrears by 30, 60, 90 and 120 days at the end of each month. The report shall also include the number of applicants for the Water-for-All Program (§11-12-720 et seq.), and the number of users enrolled in the Water-for-All Program. Data will be provided by zip code. The commissioner will publish the report and data on the City website information in manner accessible for public review.

By July 1, 2021, the Commissioner shall conduct a study to examine the monthly number of water shutoffs for delinquency, monthly number of reconnections of water service that had been shut off for delinquency, the average time between shutoff for delinquency and reconnection of water services, and the average amount of money owed to the city per user at the time the shutoff occurred. The study shall also include the monthly number of liens on real property placed, sold or enforced due to

nonpayment. The information will be provided by each type of use and zip code, and the study will provide information for each month from January 1, 2010 to December 31, 2020.

11-12-490 Enforcement of lien.

For commercial and industrial water users, when any water taxes, rates or rents assessed or charged, or service charges for installation or disconnection of water service assessed or charged, pursuant to ordinance remain unpaid, in whole or in part, the statutory lien upon the premises or real estate upon or for which the water was used or supplied, or the water service was installed or disconnected, for which such taxes, rates, charges or rents have been assessed or charged, may be enforced in the following manner:

Suit may be commenced as hereinafter provided or a claim for lien in the name of the city shall be filed in the office of the recorder of deeds of Cook County or in the office of registrar of title of Cook County if the property affected is registered under the Torrens system; provided, that at least ten days before the commencement of such suit or the filing of such claim for lien, the city shall have sent a notice by mail, postage prepaid, to the premises upon or for which water was used or supplied, or the water service was installed or disconnected, addressed as follows: "To owner or owners and party or parties interested in the premises at (insert address)", which notice shall state that the city will commence such suit or file such claim for lien if the water taxes, rates, rents or charges which have become due and payable are not paid within ten days from the date of such notice.

The claim for lien shall be verified by affidavit of the comptroller and shall consist of a brief statement of the nature of the claim including: (1) that water was furnished or water service installed or disconnected by the city; (2) a description of the premises or real property sufficient for identification upon or for which the water has been furnished or water service was installed or disconnected; (3) the quantity of water so furnished if registered by meter, or the amount of the charges for the installation or disconnection of the water service; (4) that such water was furnished at rates and charges fixed by assessment or such charges for installation or disconnection of water service were fixed as provided by ordinance if not registered by meter; (5) the amount or amounts of money due therefor; (6) the dates when such amount or amounts became due and payable; and (7) the date of mailing the notice as hereinbefore provided.

This section shall not apply to residential water users or tenant water users.

11-12-500 Foreclosure suit.

Suit shall be commenced in the name of the city to enforce its lien by foreclosure proceedings in any court of competent jurisdiction. Any person interested in premises or real estate affected may be made a party defendant to such suit and any judgment, decree, or order of sale of the premises or real estate subject to such lien shall affect only the interests therein of the parties defendant in such suit. No suit shall be commenced to collect any water or sewer taxes, rates or rents assessed or charged, or

service charges for water or sewer service to any residential water user or tenant water user.

ARTICLE IX. WATER-FOR-ALL PROGRAM. (c ET SEQ.)

11-12-720 Commissioner will adopt.

The Commissioner will adopt and enforce rules and regulations to administer a Water-for-All Program in conformance with this title.

11-12-730 Eligibility criteria.

Each residential user whose household income in a calendar year is less than 200% of the federal government's official poverty income guidelines, as published annually by the U.S. Department of Health and Human Services shall be eligible for the Water-for-All Program.

11-12-740 Citizenship.

Residential users are not required to be citizens or permanent residents of the United States in order to be eligible for the Water-for-All Program.

11-12-750 Duty to inform.

The Commissioner shall inform each residential user of the availability and eligibility criteria of The Water-for-All Program.

11-12-760 Water-for-all credit.

Each eligible residential user who submits an application providing all necessary information described in this article shall receive one (1) fixed annual credit for each household per calendar year. Eligible tenant water users shall receive only 1 annual credit per eligible customer. However, where there are multiple tenants sharing rent in a household, the credit shall be divided among those who are on the lease or rental agreement or who otherwise verify that they are eligible tenant water users. For subleases, the credit shall be prorated for the time that the sublessee is an eligible tenant water user living in that household.

11-12-770 Amount of the water-for-all credit.

The water-for-all credit will be determined by the following formula:

$$C = B - (I \times A)$$

Where

C = water-for-all credit.

B = the recipient's estimated annual water bill based on the charges under Section 11-12-310 using the household's historical annual water usage, or the charges under Section 11-12-270, and inclusive of the Chicago Water and Sewer Tax imposed by Chapter 3-80 of this code. If water service is master-metered and the owner bills the cost of service to a tenant water user on an allocated basis, the recipient's estimated annual water and wastewater bill, based on evidence of prior billings occurring during the tenant recipient's current lease or rental-agreement term and exclusive of the owner's administrative charges related to the allocation.

I = the recipient's estimated annual household income.

A = affordability threshold as follows:

(1) if the recipient's annual household income is 50% or less than the federal government's official poverty income guidelines, A will equal 0%.

(2) if the recipient's annual household income is greater than 50% but less than 100% of the federal government's official poverty income guidelines, A will equal 1%.

(3) if the recipient's annual household income is greater than 100% of the federal government's official poverty income guidelines, A will equal 1.5%.

For all negative values of C, the water-for-all credit will be zero dollars. The annual water-for-all credit will be prorated to reflect the date of the recipient's enrollment in the program.

11-12-780 Income counted.

In calculating annual household income for both eligibility and amount of the water-for-all credit, the Commissioner shall use the same countable and non-countable income as established by the Illinois Low Income Home Energy Assistance Program.

11-12-790 Distribution of the water-for-all credit.

The water-for-all credit shall be applied to the water or wastewater bill or sent to each recipient as follows:

(a) Distribution of the credit shall begin as soon as practicable after the eligible user applies for the program, but in no case shall it be later than 90 days after a complete application demonstrating a user's eligibility for the program is received.

(b) The credit for a tenant water user whose water and wastewater utility service is master-metered and billed to the customer by the owner on an allocated basis shall be disbursed by check payable to the tenant water user.

(c) Users who are billed on a monthly basis may elect to receive credits disbursed on a monthly basis in an amount equal to one-twelfth of the annual credit. Users who are billed on a bimonthly basis may elect to receive credits on a bimonthly basis in an amount equal to one-sixth of the annual credit. Users billed on a semiannual basis may elect to receive credits disbursed on a semiannual basis in an amount equal to one-half of the annual credit.

(d) The credit shall be applied to each subsequent bill until the full amount of the credit is exhausted.

(e) At the end of each calendar year, for users eligible for the Water-for-All Program for the following year, the Commissioner shall apply any unused credit to the recipient's bills for the following year.

11-12-800 Distribution of credit in case of termination of service.

When a recipient terminates service, the unused credit shall be dispersed according the following priorities:

(a) within 45 days of termination of service, the Commissioner shall apply any unused balance to the recipient's account before any other credits or deposits are applied when determining the account balance due to or from the user;

(b) when a recipient changes his or her principal residence and remains in a unit that is provided water and wastewater services by the Department, any unused credit shall be transferred to the new account of the recipient;

(c) in the event of the death of a recipient, the unused credit shall be transferred to a new account of a surviving member of the decedent's household who is an eligible residential user in his or her own right; and

(d) within 60 days of termination of service, the Commissioner shall return any unused credit that cannot be transferred as stated above to the Department.

11.12.810 Water-for-All Program application.

A user can submit a Water-for-All Program application to the Department online, in person, or by mail. A complete application includes:

(a) the application form signed and dated by the user or the user's authorized representative;

(b) the names and ages of all household members;

- (c) annual income of all household members;
- (d) if a tenant, the name and address of the landlord, the amount paid in rent per month or the amount of the lease, and verification that the tenant pays a separate amount for water or wastewater services to the landlord; or a copy of the rental or lease agreement or verification of tenancy;
- (e) a statement signed by the applicant or the applicant's authorized representative allowing the Commissioner to obtain verification through any statements made or documents presented by or other appropriate sources from the applicant or the applicant's authorized representative during the application process;
- (f) a certification that all answers to the questions and items on the application form are true and accurate to the best of the applicant's knowledge. This certification shall be dated, signed (or marked) by the applicant or authorized representative; and
- (g) a certification that the recipient will notify the Department should their actual income exceed the amount estimated in the application to make the applicant ineligible.

Upon request by the Commissioner for good cause, the applicant must provide verification of the information provided on the eligibility application, and will be required to submit photocopies of his or her Federal, State, or City income tax return or other acceptable evidence.

In lieu of the application set forth in this section, an applicant who demonstrates that he or she is already a participant in any state program where eligibility is established by income of less than 200% of the Federal government's official poverty income guidelines, shall be deemed eligible for the Water-for-All Program. The Commissioner will provide a streamlined application process for these applicants and shall not require verification of income.

11-12-820 Applicants who become ineligible over the calendar year.

The water-for-all credit is conferred based upon annual income for the current calendar year, as estimated at the time of application. If the recipient's actual annual income for the current calendar year exceeds the eligibility criteria, that recipient will become ineligible for the remainder of the calendar year.

Recipients are required to notify the Commissioner immediately if their annual income exceeds the eligibility criteria.

The Water-for-All Program shall take necessary action to recover the full amount of water-for-all credits distributed to beneficiaries during an ineligible period, when appropriate.

11-12-830 Water-for-All Program confirmation.

Upon entry into the Water-for-All Program, the Department shall provide a written statement setting forth:

- (a) the estimated annual and periodic bill without the water-for-all credit;
- (b) the amount of the water-for-all credit;
- (c) the estimated annual and periodic bill with the water-for-all credit to be applied;
- (d) the periodic bill due date;
- (e) the amount of pre-water-for-all credit arrears that were accrued prior to enrollment;
- (f) the requirement that the user pay bills issued;
- (g) a brief explanation of the consequences of nonpayment;
- (h) a brief explanation of the elimination of pre-enrollment arrears upon timely payments;
- (i) a brief explanation of the duty to remain eligible or to notify the Department immediately if the user becomes ineligible; and
- (j) a brief explanation of the annual recertification requirement for continued participation.

11-12-840 Water-for-All Program arrears.

Each on-time payment by the Water-for-All Program recipient shall be credited towards pre-enrollment arrearages in the amount of this payment until such arrearages are zero.

Any amount paid for a bill in excess of the recipient's current water liabilities shall reduce the balance of his or her pre-enrollment arrears and reduce the amount of on-time payments that the recipient will have to make to satisfy such arrears

Once enrolled in the Water-for-All Program, timely payment of each bill in full shall satisfy all of a recipient's current water liabilities, so that there is no addition to arrears after enrollment.

In the event a recipient's service is terminated for non-payment of bills after enrollment in the Water-for-All Program, the recipient shall be entitled to immediate restoration of service upon payment of such unpaid bills, or upon such recipient's entry into an installment payment agreement with the Department regarding such unpaid bills.

11-12-850 Annual Water-for-All Program recertification.

No less than 60 calendar days before the end of each calendar year, the Commissioner shall notify each recipient of their obligation to recertify their eligibility for the program and allow each recipient to re-enroll upon recertification in person, online, or in the mail. The recipient's recertification of eligibility shall have the same effect as if the user had reapplied. A failure to provide such notice to the Department within 90 days after the user's notification, renders the recipient ineligible to continue in program, subject to reapplication.

11-12-860 Exceptions.

Sections 11-12-030, 11-12-110, 11-12-330, 11-12-480, 11-12-490 and 11-12-510 of this code shall not apply to recipients of the water-for-all credits while enrolled in the Water-for-All Program.

SECTION 3. Should any section or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION 4. That this Ordinance takes effect on January 1st of the year following passage and publication.

COMMITTEE ON HEALTH AND HUMAN RELATIONS.

APPOINTMENT OF DENISE L. ATKINS AS MEMBER OF ADVISORY COUNCIL ON EQUITY.

[A2022-66]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, appointing Denise L. Atkins as a member of the Advisory Council on Equity (A2022-66), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Denise L. Atkins as a member of the Advisory Council on Equity was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF LAURENCE A. BOLOTIN AS MEMBER OF ADVISORY COUNCIL ON EQUITY.

[A2022-67]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, appointing Laurence A. Bolotin as a member of the Advisory Council on Equity (A2022-67), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Laurence A. Bolotin as a member of the Advisory Council on Equity was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF JAMES RUDYK, JR. AS MEMBER OF ADVISORY COUNCIL
ON EQUITY.

[A2022-68]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, reappointing James Rudyk, Jr. as a member of the Advisory Council on Equity (A2022-68), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed reappointment of James Rudyk, Jr. as a member of the Advisory Council on Equity was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF JENNIFER W. TINSLEY AS MEMBER OF ADVISORY COUNCIL ON EQUITY.

[A2022-69]

The *Committee* on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, reappointing Jennifer W. Tinsley as a member of the Advisory Council on Equity (A2022-69), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On *motion* of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed reappointment of Jennifer W. Tinsley as a member of the Advisory Council on Equity was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF SHEHARA WAAS AS MEMBER OF ADVISORY COUNCIL
ON EQUITY.

[A2022-70]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, reappointing Shehara Waas as a member of the Advisory Council on Equity (A2022-70), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed reappointment of Shehara Waas as a member of the Advisory Council on Equity was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF SHARIF WALKER AS MEMBER OF ADVISORY COUNCIL
ON EQUITY.

[A2022-71]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, reappointing Sharif Walker as a member of the Advisory Council on Equity (A2022-71), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed reappointment of Sharif Walker as a member of the Advisory Council on Equity was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF NICKECIA ALDER AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2022-72]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, appointing Nickecia "Nick" Alder as a member of the Advisory Council on LGBTQ+ Issues (A2022-72), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Nickecia "Nick" Alder as a member of the Advisory Council on LGBTQ+ Issues was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF CHRISTOPHER BALTHAZAR AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2022-73]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, appointing Christopher Balthazar as a member of the Advisory Council on LGBTQ+ Issues (A2022-73), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Christopher Balthazar as a member of the Advisory Council on LGBTQ+ Issues was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF DANA E. KOVAC AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2022-74]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, appointing Danae N. Kovac as a member of the Advisory Council on New Americans (A2022-74), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Danae N. Kovac as a member of the Advisory Council on New Americans was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF JOSEPH R. BAZIL AS MEMBER OF ADVISORY COUNCIL ON VETERANS.

[A2022-75]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, appointing Joseph R. Bazil as a member of the Advisory Council on Veterans (A2022-75), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Joseph R. Bazil as a member of the Advisory Council on Veterans was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF JAMES J. FLAGG AS MEMBER OF ADVISORY COUNCIL
ON VETERANS.

[A2022-81]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, reappointing James J. Flagg as a member of the Advisory Council on Veterans (A2022-81), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed reappointment of James J. Flagg as a member of the Advisory Council on Veterans was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF RYAN P. KILLACKY AS MEMBER OF ADVISORY COUNCIL
ON VETERANS.

[A2022-76]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, appointing Ryan P. Killacky as a member of the Advisory Council on Veterans (A2022-76), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Ryan P. Killacky as a member of the Advisory Council on Veterans was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF EMANUEL JOHNSON AS MEMBER OF ADVISORY
COUNCIL ON VETERANS.

[A2022-82]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, reappointing Emanuel "Manny" Johnson as a member of the Advisory Council on Veterans (A2022-82), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed reappointment of Emanuel "Manny" Johnson as a member of the Advisory Council on Veterans was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF DENISSE OCASIO AS MEMBER OF ADVISORY COUNCIL ON VETERANS.

[A2022-77]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, appointing Denisse Ocasio as a member of the Advisory Council on Veterans (A2022-77), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Denisse Ocasio as a member of the Advisory Council on Veterans was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF MICHAEL R. O'CONNELL AS MEMBER OF ADVISORY COUNCIL ON VETERANS.

[A2022-79]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, appointing Michael R. O'Connell as a member of the Advisory Council on Veterans (A2022-79), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Michael R. O'Connell as a member of the Advisory Council on Veterans was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF BRENDA E. OSUCH AS MEMBER OF ADVISORY COUNCIL
ON VETERANS.

[A2022-78]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, appointing Brenda E. Osuch as a member of the Advisory Council on Veterans (A2022-78), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Brenda E. Osuch as a member of the Advisory Council on Veterans was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF MICHAEL J. ZIENER AS MEMBER OF ADVISORY COUNCIL
ON VETERANS.

[A2022-80]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, appointing Michael J. Ziener as a member of the Advisory Council on Veterans (A2022-80), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Michael J. Ziener as a member of the Advisory Council on Veterans was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF SILVIA BONILLA AS MEMBER OF ADVISORY COUNCIL ON WOMEN.

[A2022-83]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, appointing Silvia Bonilla as a member of the Advisory Council on Women (A2022-83), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Silvia Bonilla as a member of the Advisory Council on Women was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF JACQUELINE GOMEZ AS MEMBER OF ADVISORY COUNCIL
ON WOMEN.

[A2022-84]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, appointing Jacqueline Gomez as a member of the Advisory Council on Women (A2022-84), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Jacqueline Gomez as a member of the Advisory Council on Women was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF MARINA I. MALAGUTI AS MEMBER OF ADVISORY COUNCIL
ON WOMEN.

[A2022-85]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, appointing Marina I. Malaguti as a member of the Advisory Council on Women (A2022-85), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Marina I. Malaguti as a member of the Advisory Council on Women was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF LOREN Y. SIMMONS AS MEMBER OF ADVISORY COUNCIL ON WOMEN.

[A2022-86]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, reappointing Loren Y. Simmons as a member of the Advisory Council on Women (A2022-86), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed reappointment of Loren Y. Simmons as a member of the Advisory Council on Women was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF LINDA T. TORTOLERO AS MEMBER OF ADVISORY COUNCIL ON WOMEN.

[A2022-87]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, reappointing Linda T. Tortolero as a member of the Advisory Council on Women (A2022-87), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed reappointment of Linda T. Tortolero as a member of the Advisory Council on Women was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF LORETTA IVETTE TREVINO AS MEMBER OF ADVISORY COUNCIL ON WOMEN.

[A2022-88]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, reappointing Loretta Trevino as a member of the Advisory Council on Women (A2022-88), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed reappointment of Loretta Ivette Trevino as a member of the Advisory Council on Women was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF JENNIFER A. WELCH AS MEMBER OF ADVISORY COUNCIL ON WOMEN.

[A2022-89]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, reappointing Jennifer A. Welch as a member of the Advisory Council on Women (A2022-89), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed reappointment of Jennifer A. Welch as a member of the Advisory Council on Women was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF MATTHEW M. DAVIS AS MEMBER OF BOARD OF HEALTH.

[A2022-92]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, reappointing Matthew M. Davis as a member of the Board of Health (A2022-92), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed reappointment of Matthew M. Davis as a member of the Board of Health was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF JANET Y. LIN AS PRESIDENT OF BOARD OF HEALTH.
[A2022-90]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, appointing Janet Y. Lin as President of the Board of Health (A2022-90), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Janet Y. Lin as President of the Board of Health was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF DEBRA G. WESLEY AS MEMBER OF BOARD OF HEALTH.
[A2022-93]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, reappointing Debra G. Wesley as a member of the Board of Health (A2022-93), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed reappointment of Debra G. Wesley as a member of the Board of Health was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF OSCAR IVAN ZAMBRANO AS MEMBER OF BOARD OF HEALTH.

[A2022-91]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot, Mayor, appointing Oscar Ivan Zambrano as a member of the Board of Health (A2022-91), having had the same under advisement, begs leave to recommend that this Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Oscar Ivan Zambrano as a member of the Board of Health was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

EXPRESSION OF SUPPORT FOR PROTECTION AND EXPANSION OF ABORTION RIGHTS.

[R2022-536]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a resolution by Alderman Villegas on expression of support for protection and expansion of abortion rights (R2022-536), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This recommendation was adopted by the same roll call vote as was applied to determine quorum with 17 members present, with no dissensions.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,
Chairman.

On motion of Alderman Sawyer, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 47.

Nays -- Alderman Sposato -- 1.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, In 1973, the historical ruling in *Roe v. Wade* established the nation's right to abortion when the U.S. Supreme Court held the fundamental value of reproductive autonomy and health care access was constitutionally protected as a matter of privacy guaranteed by the Due Process clause of the 14th Amendment; and

WHEREAS, Nearly five decades following *Roe*, opponents continue to increasingly challenge the legality of abortion rights, and as of 2021, in an alarming manner; and

WHEREAS, However, until recently, no opponent has threatened to entirely dismantle the nation's reproductive protections by calling for states to exclusively hold abortion power; and

WHEREAS, A majority of the U.S. Supreme Court Justices have declined to interfere with the Texas law banning abortions after six weeks, the Justices have signaled readiness to revisit the legality of abortion by agreeing to rule on the 15-week abortion ban in Mississippi that explicitly calls for *Roe* to be overturned; and

WHEREAS, If overturned, abortion will be illegal or extremely limited in more than 20 states; and particularly harmful within marginalized communities already vulnerable to discrimination due to poverty, race, gender identity, disability and/or intersections thereof; and

WHEREAS, Furthermore, individuals especially facing poverty and/or limited logistical opportunities will also endure the burden related to traveling out of state for an abortion, thus, likely find themselves targeted for further suffering, instead of protected; and

WHEREAS, States across the nation are currently preparing to provide abortion access to out of state visitors who have lost such protections; specifically, Planned Parenthood of Illinois is preparing for a 30 percent jump in new patients at their 17 health centers; and

WHEREAS, According to the Center for Reproductive Rights, even if the U.S. Supreme Court overrules *Roe*, abortion will remain legal in Illinois because in 2019, the Illinois Supreme Court affirmed the right to abortion within their state constitution thus, separate and apart from the existence of any federal constitutional right; and

WHEREAS, Notably, individuals within Illinois have a fundamental right to make decisions about their reproductive health care regardless of gender identity, gender expression, sexual orientation, sexual behavior, class, immigration status, race, ethnicity, language ability, disability status, or age (with some restrictions for persons under 18), and even if they are in State custody, control or supervision including in jail, prison or under DCFS custody; and

WHEREAS, The City must protect the fundamental values of reproductive autonomy and health care access by combating the attack to such constitutionally protected rights; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this 23rd day of May 2022, do hereby call on the City to continue to support its commitment to the protection and expansion of abortion rights in effort to ensure that both Chicagoans and those visiting the City who have lost reproductive freedoms have access to safe and equitable abortions; and

Be It Further Resolved, The City additionally commits to working in partnership with local and state officials to strengthen and expand abortion rights, and directly oppose any initiatives or legislation that seeks to threaten or limit current standards for reproductive autonomy, health care access, and equitable and safe abortion services.

COMMITTEE ON HOUSING AND REAL ESTATE.

NEGOTIATED SALE OF VACANT CITY-OWNED PROPERTY AT 6831 -- 6839 S. HALSTED ST. TO AND EXECUTION OF REDEVELOPMENT AGREEMENT WITH BELOVED COMMUNITY FAMILY WELLNESS CENTER.

[O2022-1256]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a virtual meeting was held on May 17, 2022, and to which was referred an ordinance by the Department of Planning and Development for the negotiated sale of vacant City-owned property at 6831, 6833, 6835, 6837 and 6839 South Halsted Street to Beloved Community Family Wellness Center for parking expansion (O2022-1256), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) HARRY OSTERMAN,
Chairman.

On motion of Alderman Burnett, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

WHEREAS, Pursuant to ordinances adopted by the City Council of the City ("City Council") on May 4, 2011, and published at pages 116699 through 116873 in the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") of such date, the City Council (i) approved a certain redevelopment plan and project (as amended, the "Redevelopment Plan") for the 67th/Wentworth Tax Increment Redevelopment Project Area (the "Redevelopment Area") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); (ii) designated the Redevelopment Area as a redevelopment project area pursuant to the Act; and (iii) adopted tax increment allocation financing pursuant to the Act as a means of financing certain redevelopment project costs (as defined in the Act) in the Redevelopment Area incurred pursuant to the Redevelopment Plan; and

WHEREAS, The City is the owner of 6831 -- 6839 South Halsted Street, Chicago, Illinois 60621, consisting of five (5) vacant lots and approximately 0.36 acre of vacant land, as identified on Exhibit A attached hereto (the "Property"); and

WHEREAS, The Property is located in the Redevelopment Area; and

WHEREAS, Beloved Community Family Wellness Center, an Illinois not-for-profit corporation (the "Developer"), has submitted a proposal to the Department of Planning and Development (the "Department") to purchase the Property for \$1.00 per parcel; and

WHEREAS, The appraised value of the Property as of October 20, 2021 was \$75,000; and

WHEREAS, The Developer operates a not-for-profit health center ("Health Center") adjacent to the Property at 6821 South Halsted Street, Chicago, Illinois 60621; and

WHEREAS, The Health Center has a 30-space parking lot to the north of its building, which is also the location of its mobile COVID testing center; and

WHEREAS, The Health Center provides affordable primary health care, preventive education, COVID testing, mental/behavioral health services, and social service programs for the Englewood community; and

WHEREAS, The Health Center currently has 64 employees and provides services to 7,833 individuals annually, many of whom are health impaired and require easy access to and from the parking lot; and

WHEREAS, As a result of the COVID pandemic, the Health Center has increased its programming, resulting in the need for additional parking for clients and staff; and

WHEREAS, The Developer desires to purchase the Property from the City in order to construct a new 40-space parking lot and landscaped parkway extending from the existing parking lot north of the Health Center building to the new parking lot south of the building (the "Project"); and

WHEREAS, The Project is consistent with the purposes and objectives of the Redevelopment Plan; and

WHEREAS, The Developer has agreed to undertake the construction and operation of the Project in accordance with the Redevelopment Plan and pursuant to the terms and conditions of a redevelopment agreement in substantially the form attached hereto as Exhibit B (the "Redevelopment Agreement"); and

WHEREAS, By Resolution Number 22-006-21 adopted on March 17, 2022, the Chicago Plan Commission approved the conveyance of the Property to the Developer; and

WHEREAS, By Resolution Number 22-CDC-2, adopted on January 18, 2022, the CDC authorized the Department to advertise its intent to negotiate a sale of the Property with the Developer and to request alternative proposals for the redevelopment of the Property, and recommended the sale of the Property to the Developer if no responsive alternative proposals were received at the conclusion of the advertising period, or, if alternative proposals were received, if the Department determined in its sole discretion that it was in the best interest of the City to proceed with the Developer's proposal; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the Property with the Developer and requesting alternative proposals appeared in the *Chicago Tribune* on January 27 and February 3, 2022; and

WHEREAS, No other responsive proposals were received by the deadline indicated in the aforesaid notices; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

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

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

SECTION 3. The sale of the Property to the Developer for \$1.00 per parcel is hereby approved. This approval is expressly conditioned upon the City entering into the Redevelopment Agreement with the Developer. The Commissioner of the Department (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement,

with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement and such other supporting documents.

SECTION 4. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed or quitclaim deeds conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 5. 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 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect immediately upon its passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Legal Description Of Property.

(Subject To Final Survey And Title Commitment)

Number	Tax Parcel Numbers	Addresses	Land Area (acres)	Current Use	City Acquisition Date	Current Zoning	Proposed Zoning
1	20-21-306-009	6831 South Halsted Street	≈ 0.07	Vacant	02/05/2002	B1-2	B1-2
2	20-21-306-010	6833 South Halsted Street	≈ 0.07	Vacant	07/01/2005	B1-2	B1-2
3	20-21-306-011	6835 South Halsted Street	≈ 0.07	Vacant	03/05/2002	B1-2	B1-2
4	20-21-306-012	6837 South Halsted Street	≈ 0.07	Vacant	02/11/2000	B1-2	B1-2
5	20-21-306-013	6839 South Halsted Street	≈ 0.07	Vacant	12/02/1993	B1-2	B1-2
		Total =	≈ 0.36				

Exhibit "B".

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of _____, 2022, by, between and among the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and **BELOVED COMMUNITY FAMILY WELLNESS CENTER**, an Illinois not-for-profit corporation (the "Developer"), whose offices are located at 6821 S. Halsted Street, Chicago, Illinois 60621.

RECITALS

WHEREAS, the City is the owner of the property located at 6831-39 S. Halsted Street, Chicago, Illinois 60621, consisting of five (5) lots and approximately 0.36 acres of vacant land, as legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Developer operates a not-for-profit health center ("Health Center") adjacent to the Property at 6821 S. Halsted Street, Chicago, Illinois 60621; and

WHEREAS, the Health Center has a 30-space parking lot to the north of its building, which is also the location of its mobile COVID testing center; and

WHEREAS, the Health Center provides affordable primary health care, preventive education, COVID-testing, mental/behavioral health services, and social service programs for the Englewood community; and

WHEREAS, the Health Center currently has 64 employees and provides services to 7,833 individuals annually, many of whom are health impaired and require easy access to and from the parking lot; and

WHEREAS, as a result of the COVID pandemic, the Health Center has increased its programming, resulting in the need for additional parking for clients and staff; and

WHEREAS, the Developer desires to purchase the Property from the City in order to construct a new 15,625 square foot, 40-space parking lot with ornamental fencing along the perimeter, bicycle racks, lighting, and stormwater drainage, together with a landscaped parkway extending from the existing parking lot north of the Health Center building to the new parking lot south of the building (the "Project"); and

WHEREAS, the new parkway will create a unified appearance and pedestrian-friendly experience for Health Center clients; and

WHEREAS, the Developer has received funding in the amount of \$586,163 from the U.S. Department of Health and Human Services Health Resources and Service Administration Grant Program to support the construction of the new parking lot; and

WHEREAS, the estimated cost of the Project is \$613,525, and the Developer will be using the Illinois Facilities Fund to oversee the construction of the parking lot; and

WHEREAS, the Property is located in the Woodlawn Redevelopment Project Area (the "Redevelopment Area"), as created by ordinance adopted on January 20, 1999; and

WHEREAS, the Project is consistent with the redevelopment plan and project for the Redevelopment Area (as amended, the "Redevelopment Plan"); and

WHEREAS, the Property has an appraised value of \$75,000 (approximately \$4.93 per square foot); and

WHEREAS, the City has agreed to sell the Property to the Developer for \$1.00 per parcel in consideration of the Developer's obligations to construct the Project in accordance with the terms and conditions of this Agreement; and

WHEREAS, as security for the Developer's completion of the Project and compliance with this Agreement, the Developer has agreed to execute a reconveyance deed in a form acceptable to the City (the "Reconveyance Deed") at the City's request; and

WHEREAS, the City Council, pursuant to an ordinance (the "Project Ordinance") adopted on May __, 2022, and published at pages ____ through ____ in the Journal of such date, authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement.

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

SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals 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. DEFINITIONS AND RULES OF CONSTRUCTION.

2.1 Defined Terms. For purposes of this Agreement, in addition to the terms defined in the foregoing Recitals, the following terms shall have the following meanings:

"Actual Residents of the City" means persons domiciled within the City, as set forth in more detail in Section 23.2(c) hereof.

"Affiliate(s)" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, 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 person 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.

"Agent" means any agents, employees, contractors, subcontractors, or other persons acting under the control or at the request of the Developer or its contractors or Affiliates.

"Business Day" means any day other than Saturday, Sunday or a legal holiday in the City.

"Closing" means the closing on the conveyance of the Property in accordance with this Agreement.

"Commissioner" means the individual holding the office and exercising the responsibilities of the commissioner or acting commissioner of DPD or any successor City department, and any authorized designee.

"Corporation Counsel" means the City's Department of Law.

"Developer Parties" means the Developer, the Developer's Affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of the Developer and the Developer Affiliates.

"EDS" means the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted on paper or via the City's on-line submission process.

"Effective Date" means the date upon which this Agreement has been both (a) fully executed, and (b) delivered to the Developer.

"Environmental Documents" means all reports, surveys, field data, correspondence and analytical results prepared by or for the Developer (or otherwise obtained by the Developer) regarding the condition of the Property or any portion thereof.

"Environmental Laws" means any and all Laws relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated under such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and the common law, including, without limitation, trespass and nuisance.

"Equity" means funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, and unencumbered by any other obligation.

"General Contractor" means the general contractor selected by the Developer for the Project.

"Hazardous Substances" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, petroleum (including crude oil or any fraction thereof), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

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

"Lender(s)" means any provider of Lender Financing approved pursuant to Section 9 hereof, which shall be limited to funds necessary to construct the Project.

"Lender Financing" means funds borrowed by the Developer from Lenders, available to pay for the costs of the Project (or any portion thereof).

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

"MBE(s)" means a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"Municipal Code" means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

"Party(ies)" means the City, the Developer, or both, as applicable.

"Proof of Financing" means proof reasonably acceptable to the City that the Developer has Equity and/or Lender Financing, in amounts adequate to complete the Project and satisfy its obligations under this Agreement. The Proof of Financing shall include binding commitment letters from the Developer's Lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

"Scope Drawings" means the preliminary construction documents for the Project, containing a site plan and preliminary drawings and specifications, as such site plan and preliminary drawings and specifications may be amended, revised or supplemented from time to time with the prior written approval of the City.

"Title Company" means _____.

"Title Policy" means a title insurance policy issued by the Title Company in the most recently revised ALTA or equivalent form, showing the Developer as the named insured with respect to the Property, noting the recording of this Agreement and a subordination agreement with respect to any Lender Financing for the Project (as described in Section 10.14 below) as encumbrances against the Property.

2.2 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in this Section 2 and elsewhere in this Agreement include the plural as well as the singular.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any Section or other subdivision.

(d) The Section and subsection headings herein are for convenience only and shall not affect the construction hereof.

SECTION 3. PURCHASE PRICE.

The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, for the sum of \$1.00 per parcel ("Purchase Price"). Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees and other title insurance fees and closing costs. The Developer acknowledges and agrees that the fair market value of the Property is \$75,000 and that it is receiving a land write-down. The purpose of the land write-down is to facilitate the construction of the Project. The Developer acknowledges and agrees that the City has only agreed to provide the land write-down because the Developer has agreed to execute this Agreement and comply with its terms and conditions.

SECTION 4. EARNEST MONEY AND PERFORMANCE DEPOSIT. Intentionally Deleted.

SECTION 5. CLOSING.

The Closing shall take place at the downtown offices of the Title Company within fifteen (15) Business Days after the Developer has satisfied all conditions precedent set forth in Section 10 hereof, unless DPD, in its sole discretion, waives such conditions (the "Closing Date"); provided, however, in no event shall the Closing Date occur any later than June 1, 2022 (the "Outside Closing Date"), unless the Commissioner of DPD, in the Commissioner's sole discretion, extends such Outside Closing Date by up to twelve (12) months. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement.

SECTION 6. CONVEYANCE OF TITLE.

6.1 Form of City Deed. The City shall convey the Property to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

- (a) the Redevelopment Plan for the Redevelopment Area;
- (b) the standard exceptions in an ALTA title insurance policy;
- (c) general real estate taxes and any special assessments or other taxes;
- (d) all easements, encroachments, covenants and restrictions of record and not shown of record;
- (e) such other title defects as may exist; and
- (f) any and all exceptions caused by the acts of the Developer or its Agents.

6.2 Recording. At the Closing, the Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the Property to the Developer. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number.

6.3 Reconveyance Deed. On the Closing Date, at the City's request, the Developer shall execute and deliver a Reconveyance deed to the City to be held in trust. The Developer acknowledges and agrees that the City shall have the right to record the Reconveyance deed and revert title to the Property and all improvements thereon in the City in accordance with Section 19 hereof.

SECTION 7. TITLE AND SURVEY.

7.1 Title Commitment and Insurance. Not less than fifteen (15) Business Days before the Closing, the Developer shall obtain a commitment for an owner's policy of title insurance for the Property, issued by the Title Company (the "Title Commitment"). The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining the Title Policy and any endorsements.

7.2 Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the Property or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing the same, the Property remains subject to any tax liens, or if the Property is encumbered with any other exceptions that would adversely affect the use and insurability of the Property for the development of the Project, the Developer shall have the option to terminate this Agreement. If the Developer does not elect to terminate this Agreement as aforesaid, then the Developer shall be deemed to have accepted title subject to all exceptions.

SECTION 8. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

The Developer shall apply for all necessary building permits and other required permits and approvals ("Governmental Approvals") for the Project within two (2) months after passage and approval of the Project Ordinance, unless DPD, in its sole discretion, extends such application date, and shall pursue such Governmental Approvals in good faith and with all due diligence

SECTION 9. PROJECT BUDGET AND PROOF OF FINANCING.

The Developer has furnished to DPD, and DPD has approved, a preliminary budget showing total costs for construction of the Project in the amount of \$613,525. The Developer hereby certifies to the City that the preliminary budget for the Project attached hereto as Exhibit B is true, correct and complete in all material respects. Not less than fifteen (15) Business Days prior to the Closing Date, the Developer shall submit to DPD for approval a final budget for the Project (the "Budget") and Proof of Financing.

SECTION 10. CONDITIONS PRECEDENT TO CLOSING.

The obligation of the City to convey the Property to the Developer is contingent upon the delivery or satisfaction of each of the following items (unless waived by DPD in its sole discretion) at least fifteen (15) Business Days prior to the Closing Date, unless another time period is specified below:

10.1 Budget. The Developer has submitted to DPD, and DPD has approved, the Budget in accordance with the provisions of Section 9 hereof.

10.2 Proof of Financing; Simultaneous Loan Closing. The Developer has submitted to DPD, and DPD has approved, the Proof of Financing for the Project in accordance with the provisions of Section 9 hereof. On the Closing Date, the Developer shall simultaneously close all Lender Financing approved pursuant to Section 9.

10.3 Subordination Agreement. The Developer has provided to the Corporation Counsel a subordination agreement in a form reasonably acceptable to the City, to be executed and recorded on or prior to the Closing Date, subordinating any liens against the Property related to any Lender Financing.

10.4 Governmental Approvals. The Developer has received all Governmental Approvals necessary to construct and operate the Project and has submitted evidence thereof to DPD.

10.5 Title. On the Closing Date, the Developer shall furnish the City with a copy of the pro forma Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy shall be dated as of the Closing Date and shall evidence the recording of this Agreement. The Title Policy shall also contain such endorsements as the Corporation Counsel shall request, which may include, without limitation, an owner's comprehensive endorsement and satisfactory endorsements regarding contiguity, location, access and survey.

10.6 Insurance. The Developer has submitted to the City, and the City has approved, evidence of insurance reasonably acceptable to the City for the Property. The City shall be named as an additional insured on all liability insurance policies 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 Certificate of Completion.

10.7 Legal Opinion. The Developer has submitted to the Corporation Counsel, and the Corporation Counsel has approved an opinion of counsel in a form reasonably acceptable to the City of due authorization, execution and enforceability (subject to bankruptcy and creditor's rights) of this Agreement and all other documentation signed by the Developer provided for herein.

10.8 Resolutions Authorizing Transaction. The Developer has submitted to the Corporation Counsel resolutions authorizing the Developer to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement.

10.9 Economic Disclosure Statement. The Developer has provided to the Corporation Counsel an Economic Disclosure Statement in the City's then current form, dated as of the Closing Date.

10.10 MBE/WBE and City Residency Hiring Compliance Plan. The Developer and the Developer's General Contractor and all major subcontractors have met with staff from DPD regarding compliance with the MBE/WBE, city residency hiring and other requirements set forth in Section 23, and DPD has approved the Developer's compliance plan in accordance with Section 23.4.

10.11 Reconveyance Deed. On the Closing Date, the Developer shall deliver a Reconveyance Deed for the Property to the City for possible recording in accordance with Section 19 below, if applicable.

10.12 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Developer in Section 24 and elsewhere in this Agreement shall be true and correct.

10.13 Other Obligations. On the Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement.

If any of the conditions in this Section 10 have not been satisfied to DPD's reasonable satisfaction within the time periods provided for herein, or waived by DPD, DPD may, at its option, upon thirty (30) days' prior written notice to the Developer, terminate this Agreement at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder; provided, however, that if within said thirty (30) day notice period the Developer satisfies said condition(s), then the termination notice shall be deemed to have been withdrawn. Any forbearance by DPD in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 11. CONSTRUCTION REQUIREMENTS.

11.1 Scope Drawings. The Developer has delivered the Scope Drawings for the Project to DPD and DPD has approved the same. Any material changes to the Scope Drawings for the Project shall be submitted to DPD for approval. The Scope Drawings and final plans and specifications for the Project shall at all times conform to the Redevelopment Plan and all applicable Laws. The Developer shall submit all necessary documents to the City's Department of Buildings, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire Governmental Approvals for the Project. The Developer shall construct the Project in accordance with the approved Scope Drawings and final plans and specifications.

11.2 Performance and Payment Bonds. Prior to the commencement of construction of any portion of the Project involving work in the public way or work that constitutes a "public work" under applicable state law and is required to be bonded under such state law, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

11.3 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and cause the General Contractor and each subcontractor to abide by the terms set forth in Section 23.2 (City Resident Construction Worker Employment Requirement) and Section 23.3 (MBE/WBE Commitment) of this Agreement. The Developer shall deliver to the City written progress reports detailing compliance with such requirements on a quarterly basis. If any such reports indicate a shortfall in compliance, the

Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the Developer shall correct any shortfall.

11.4 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other utility services. The City shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

11.5 City's Right to Inspect Property. For the period commencing on the Closing Date and continuing through the date the City issues the Certificate of Completion, any authorized representative of the City shall have access to the Project and the Property at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement, the Scope Drawings, the Budget, and all applicable Laws and covenants and restrictions of record.

11.6 Barricades and Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require during the Project, identifying the site as a City redevelopment project. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DPD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Property.

11.7 Survival. The provisions of this Section 11 shall survive the Closing.

SECTION 12. LIMITED APPLICABILITY.

Any approval given by DPD pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings or any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

SECTION 13. COMMENCEMENT AND COMPLETION OF PROJECT.

The Developer shall commence construction of the Project no later than three (3) months after the Closing Date, and shall complete the Project (as evidenced by the issuance of the Certificate of Completion) no later than twelve (12) months after the construction commencement date; provided, however, DPD, in its sole discretion, may extend the construction commencement

and completion dates by up to six (6) months each (or twelve (12) months in the aggregate). The Developer shall construct the Project in accordance with this Agreement, the Scope Drawings, the Budget, and all applicable Laws and covenants and restrictions of record.

SECTION 14. CERTIFICATE OF COMPLETION OF CONSTRUCTION.

14.1 Upon satisfaction of the requirements set forth in this Section 14 for the Project, and upon the Developer's written request, DPD shall issue to the Developer a certificate of completion ("Certificate of Completion") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement.

14.2 A Certificate of Completion will not be issued until the following requirements have been satisfied:

- (a) The Project has been fully constructed in accordance with this Agreement.
- (b) The City's Monitoring and Compliance Unit has verified in writing that the Developer is in full compliance with all City requirements set forth in Section 23.2 (City Resident Construction Worker Employment Requirement) and Section 23.3 (MBE/WBE Commitment) with respect to the Project.
- (c) There exists neither an Event of Default nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

14.3 Within forty-five (45) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in conformity with this Agreement, or is otherwise in default, and what measures or acts will be 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 resubmit a written request for the Certificate of Completion upon compliance with the City's response. 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 and the Deed 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, and shall not serve as any "guaranty" as to the quality of the construction. Nor shall the Certificate of Completion release the Developer from its obligation to comply with the other terms, covenants and conditions of this Agreement, except to the extent otherwise provided by this Agreement.

14.4 The Reconveyance Deed shall be returned to the Developer after the issuance of the Certificate of Completion.

SECTION 15. RESTRICTIONS ON USE.

The Developer, for itself and its respective successors and assigns, covenants and agrees as follows:

15.1 Compliance with Redevelopment Plan. The Developer shall use the Property in compliance with the Redevelopment Plan.

15.2 Non-Discrimination. The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or the Project or any part thereof.

The Developer, for itself and its successors and assigns, acknowledges and agrees that the restrictions set forth in this Section 15 constitute material, bargained-for consideration for the City and are intended to further the public policies set forth in the Redevelopment Plan.

SECTION 16. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.

16.1 Prior to the issuance of the Certificate of Completion, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (a) directly or indirectly sell, transfer, convey, lease or otherwise dispose of all or any portion of the Property or the Project or any interest therein; or (b) directly or indirectly assign this Agreement (other than to a lender for collateral assignment purposes as permitted under Section 17). The Developer acknowledges and agrees that DPD may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee.

SECTION 17. MORTGAGES AND OTHER LIENS.

17.1 Limitation upon Encumbrance of Project Site. Prior to the issuance of the Certificate of Completion, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for the Lender Financing, if any, approved pursuant to Section 9, which shall be limited to funds necessary to construct the Project.

17.2 Mortgagees Not Obligated to Construct. Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and, at the Closing, shall execute a subordination agreement in accordance with Section 10.3. If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property (or any portion thereof) prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property (or any portion thereof) to another party, such transferee shall be obligated to complete the Project (or such portion of the Project located on the land so transferred), and shall also be bound by the other covenants running with the land specified in Section 18.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The Parties agree, and the Deed shall so expressly provide, that the covenants, agreements, releases and other terms and provisions contained in Section 13 (Commencement and Completion of Project), Section 15 (Restrictions on Use), Section 16 (Prohibition Against Sale or Transfer of Property), Section 17 (Limitation Upon Encumbrance of Property), and Section 22.3 (Release and Indemnification), touch and concern and shall be appurtenant to and shall run with the Property. Such covenants, agreements, releases and other terms and provisions shall be 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. Such covenants, agreements, releases and other terms and provisions shall terminate as follows:

Section	Covenant	Termination
§13.1	Completion of Project	Upon issuance of Certificate of Completion
§15.1	Redevelopment Plan Compliance	Upon expiration of Redevelopment Plan
§15.5	Non-Discrimination	No limitation as to time
§16	Sale/Transfer Prohibition	Upon issuance of Certificate of Completion
§17	Limitation on Encumbrances	Upon issuance of Certificate of Completion
§23.4	Environmental Release	No limitation as to time

SECTION 19. PERFORMANCE AND BREACH.

19.1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

19.2 Event of Default. The occurrence of any one or more of the following events or occurrences shall constitute an "Event of Default" under this Agreement:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement;

(b) the making or furnishing by the Developer of any warranty, representation, statement, certification, schedule or report to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) which is untrue or misleading in any material respect;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, or the making or any attempt to make any levy, seizure or attachment thereof;

(d) the entry of any judgment or order against the Developer which is related to the Property and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution; or

(e) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period.

19.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have thirty (30) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk of damage to the improvements comprising the Project or injury to persons using the Project). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, there shall be no notice requirement or cure period with respect to Events of Default described in Section 16 (Prohibition Against Transfer of Property).

19.4 Default. If an Event of Default occurs hereunder, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and pursue and secure any available remedy against the Developer in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief, the specific performance of the agreements contained herein, and the right to revert title to the Property in the City pursuant to the Reconveyance Deed, provided, however, that the recording of the Reconveyance Deed shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If the Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the Property was owned by the Developer, and the Developer shall cause the release of all unpermitted liens or encumbrances placed on the Property during the period of time the Property was owned by the Developer. 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 Property to the City, subject only to those title exceptions that were on title as of the date and time that the City conveyed the Property to the Developer and except for any mortgage authorized by this Agreement.

19.5 Resale of the Property. Upon the reconveyance of the Property to the City as provided in Section 19.4, the City may complete the Project at its own cost (if the Project has not been completed) or convey the Property to a qualified and financially responsible party reasonably acceptable to the first mortgagee (if any), who (at its own cost) shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DPD (if the Project has not been completed), and otherwise comply with the covenants that run with the land as specified in Section 18.

19.6 Disposition of Resale Proceeds. If the City sells the Property as provided for in Section 19.5, the net proceeds from the sale, after payment of all amounts owed under any

mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

(a) the fair market value of the Property as if it were vacant, which fair market value shall be calculated at the time of sale; and

(b) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and

(c) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and

(d) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

(e) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and

(f) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds.

SECTION 20. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, this Agreement, the Property or the Project, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official, director, officer, trustee or employee of the City or the Developer shall be personally liable in the event of any default under or breach of this Agreement or for any amount which may become due with respect to any commitment or obligation under the terms of this Agreement.

SECTION 21. INDEMNIFICATION.

The Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees and agents (each, an "Indemnatee," and collectively the "Indemnitees") harmless from and against any and all Losses in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto, that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating to or arising out of: (a) the failure of the Developer to comply with any of the terms, covenants and conditions applicable to the Developer and contained within this Agreement; (b) the failure of the Developer or any Agent of the Developer to

pay contractors, subcontractors or material suppliers undisputed amounts owed in connection with the construction and management of the Project; (c) the existence of any material misrepresentation or omission in this Agreement or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Agent or Affiliate of the Developer; (d) the Developer's failure to cure any material misrepresentation in this Agreement or any other document relating hereto; and (e) any activity undertaken by the Developer or any Agent or Affiliate of the Developer on the Property prior to or after the Closing. Notwithstanding the foregoing, no Indemnitee, shall be indemnified for claims to the extent arising out of such Indemnitee's breach of this Agreement or negligence. This indemnification shall survive the Closing and any termination of this Agreement (regardless of the reason for such termination).

SECTION 22. ENVIRONMENTAL MATTERS.

22.1 "AS IS" SALE. THE DEVELOPER ACKNOWLEDGES THAT IT HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE PROPERTY AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE PROPERTY (AND ANY IMPROVEMENTS THEREON). THE DEVELOPER AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. THE DEVELOPER ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE DEVELOPER AGREES THAT IT IS THE DEVELOPER'S SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM ANY ENVIRONMENTAL REMEDIATION WORK AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

22.2 Environmental Due Diligence. The Developer hereby represents and warrants to the City that it has obtained a Phase I environmental site assessment of the Property in accordance with the requirements of the ASTM E 1527-13 standard ("Phase I ESA") and other environmental studies (if recommended by the Phase I ESA) sufficient to conclude that the Project may be completed and operated in accordance with all Environmental Laws and this Agreement. The Developer further represents and warrants to the City that it has delivered copies of the Phase I ESA and any other Environmental Documents to the City. The obligation of the Developer to purchase the Property is conditioned upon the Developer being satisfied with the condition of the Property for the construction, development and operation of the Project. If the Developer determines that it is not satisfied, in its sole and absolute discretion, with the condition of the Property, it may terminate this Agreement by written notice to the City any time prior to the Closing Date, whereupon this Agreement shall be null and void and, except as otherwise specifically provided, neither Party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement pursuant to this Section 22.2, the Developer shall be deemed satisfied with the condition of the Property.

22.3 Release and Indemnification. The Developer, on behalf of itself and the other Developer Parties, or anyone claiming by, through, or under the Developer Parties, hereby releases, relinquishes and forever discharges the City from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (b) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances from or to other property, unless the Hazardous Substances migrate from property owned by the City to the Property; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA, and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall defend, indemnify, and hold the City harmless from and against any and all Losses which may be made or asserted by any third parties arising out of or in any way connected with, directly or indirectly, any of the Released Claims.

22.4 Release Runs with the Land. The covenant of release in Section 22.3 shall run with the Property, and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer for the Purchase Price. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer, or any of the Developer Parties, arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer, nor any of the Developer Parties, will assert that those obligations must be satisfied in whole or in part by the City because Section 22.3 contains a full, complete and final release of all such claims.

22.5 Survival. This Section 22 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

23.1 Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any Affiliate of the Developer operating on the Property

(collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project:

(a) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

(b) To the greatest extent feasible, the Developer and each Employer shall (i) present opportunities for training and employment of low and moderate income residents of the City, and (ii) provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the City.

(c) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), both as amended from time to time, and any regulations promulgated thereunder.

(d) The Developer, in order to demonstrate compliance with the terms of this Section 23.1, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) The Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 23.1 shall be a basis for the City to pursue remedies under the provisions of Section 19.

23.2 City Resident Employment Requirement.

(a) The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, the Developer and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code (at least fifty percent); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

(b) The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.

(c) "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

(d) The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Project. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) The Developer and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) to DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Developer or Employer hired the employee should be written in after the employee's name.

(f) The Developer and the Employers shall provide full access to their employment records to the chief procurement officer, DPD, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

(g) At the direction of DPD, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the

requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 23.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 19.3, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

(j) Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

(k) The Developer shall cause or require the provisions of this Section 23.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

23.3 Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree, that during the construction of the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of construction of the Project, at least 25% of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least 5% of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 23.3 only:

(i) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this

Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

(ii) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor); by subcontracting or causing the General Contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 23.3. In accordance with Section 2-92-730, Municipal Code, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the construction of the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five (5)

Business Days, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if the disqualified party misrepresented such status, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 23.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

23.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than thirty (30) days prior to the Closing Date, the Developer and General Contractor shall meet with DPD monitoring staff regarding compliance with all Section 23 requirements. Within fifteen (15) days following the meeting, the Developer shall electronically submit its utilization plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project, the Developer shall submit electronic reports to the City's monitoring staff on its compliance progress, which shall include, without limitation, the following: electronic monthly payments reports to MBE/WBE firms; authorization for payroll agent (where applicable); and electronic certified payroll reports. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction of the Project, (y) withhold any further payment of any City funds to the Developer or the general contractor, or (z) seek any other remedies against the Developer available at law or in equity.

SECTION 24. REPRESENTATIONS AND WARRANTIES.

24.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer represents, warrants and covenants as follows:

(a) The Developer is an Illinois not-for-profit corporation 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 Property, and the person signing this Agreement on behalf of the Developer has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement submitted to the City by the Developer are true, accurate and complete.

(c) The Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement. The Developer's execution, delivery and performance of this Agreement, and all instruments and agreements contemplated hereby, have been duly authorized by all necessary action, and do not and will not violate the Developer's articles of incorporation or bylaws (as amended and supplemented), or any applicable Laws, nor will such execution, delivery and performance, upon the giving of notice or lapse of time or both, result in a breach or violation of, or constitute a default under, or require any consent under, any other agreement, instrument or document to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is now or may become bound.

(d) No action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer or any party affiliated with the Developer, by or before any court, governmental commission, board, bureau or any other administrative agency, and the 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 Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) The Developer is now and for the term of this Agreement shall remain solvent and able to pay their debts as they mature.

(f) The Developer shall procure and maintain all Governmental Approvals necessary to construct, complete and operate the Project.

(g) The Developer is not in default in any material respect with respect to any indenture, loan agreement, mortgage, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound.

(h) The Project will not violate: (i) any applicable Laws, including, without limitation, any zoning and building codes and Environmental Laws; or (ii) any building permit, restriction of record or other agreement affecting the Property.

(i) The Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into this Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City.

(j) Neither the Developer nor any Affiliate of the Developer 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 Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

24.2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

24.3 Survival of Representations and Warranties. Each of the Parties agrees that all warranties, representations, covenants and agreements contained in this Section 24 and elsewhere in this Agreement are true, accurate and complete as of the Effective Date and shall survive the Effective Date and shall be in effect until the issuance of the Certificate of Completion.

SECTION 25. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below 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:

If to the City:

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

With a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

If to the Developer:

With a copy to:

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) 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. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

SECTION 26. BUSINESS RELATIONSHIPS.

The Developer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (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), 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) notwithstanding anything to the contrary contained in this Agreement, 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 shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 27. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.

27.1 The Developer agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Developer's contractors (i.e., any person or entity in direct contractual privity with the 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 (such Owners and all other preceding classes of persons and entities, collectively the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago or to the Mayor's political fundraising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

27.2 The Developer represents and warrants that from the later of (a) May 16, 2011, or (b) 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 the Mayor's political fundraising committee.

27.3 The Developer agrees that it shall 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.

27.4 The 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. 05-1.

27.5 Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 27 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, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

27.6 If the Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

27.7 For purposes of this provision:

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

(b) "Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (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.

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

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) 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

(v) 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) 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.

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

SECTION 28. 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 Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Developer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

SECTION 29. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code, the Developer 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 any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, any violation of the Waste Sections by the Developer, its General Contractor or any subcontractor, 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 Commissioner of DPD. Such breach and default entitles the City to all remedies under this Agreement, at law or in equity. This section does not limit the duty of the Developer, the General Contractor and any subcontractors to comply with all applicable Laws, 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 the Developer's eligibility for future contract awards.

SECTION 30. 2014 CITY HIRING PLAN.

30.1 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.

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

30.3 The 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.

30.4 In the event of any communication to the Developer by a City employee or City official in violation of Section 32.2 above, or advocating a violation of Section 32.3 above, the 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. The Developer will also cooperate with any inquiries by the OIG.

SECTION 31. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

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

SECTION 32. MISCELLANEOUS.

The following general provisions govern this Agreement:

32.1 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.

32.2 Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

32.3 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

32.4 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

32.5 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.

32.6 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

32.7 Force Majeure. Neither the City, the Developer, nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of a delay due to unforeseeable events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder, including, without limitation, fires, floods, strikes, shortages of material and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the party relying on this section requests an extension in writing within twenty (20) days after the beginning of any such delay.

32.8 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

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

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

32.11 Limitation of Liability. No member, official, officer, director, trustee or employee of the City or the Developer shall be personally liable in the event of any default or breach under this Agreement or for any amount which may become due to any other party under the terms of this Agreement.

32.12 No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

32.13 No Waiver. No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

32.14 Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

32.15 Successors and Assigns. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

32.16 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

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

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
Maurice Cox
Commissioner
Department of Planning and Development

BELOVED COMMUNITY FAMILY WELLNESS CENTER, an Illinois not-for-profit corporation

By: _____

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 _____, the _____ of Beloved Community Family Wellness Center, an Illinois not-for-profit corporation (the "Developer"), 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 he signed and delivered the foregoing instrument pursuant to authority given by the Developer, as his free and voluntary act and as the free and voluntary act and deed of the Developer, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2022.

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 Maurice Cox, the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation ("City"), 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 foregoing instrument pursuant to authority given by the City 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 ____ day of _____, 2022.

NOTARY PUBLIC

[(Sub)Exhibit "B" referred to in this Redevelopment Agreement
with Beloved Community Family Wellness Center
unavailable at time of printing.]

(Sub)Exhibit "A" referred to in this Redevelopment Agreement with Beloved Community Family Wellness Center reads as follows:

(Sub)Exhibit "A".

(To Redevelopment Agreement With Beloved Community Family Wellness Center)

Legal Description Of Property (subject to final survey and title commitment):

Lot 13 in Block 4 in Smith's Addition to Normalville, a subdivision of the northwest quarter of the southwest quarter of the southwest quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6831 South Halsted Street.

Permanent Index Number:

20-21-306-009.

Lot 14 in Block 4 in Smith's Addition to Normalville, a subdivision of the northwest quarter of the southwest quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6833 South Halsted Street.

Permanent Index Number:

20-21-306-010.

Lot 15 in Block 4 in Smith's Addition to Normalville, a subdivision of the northwest quarter of the southwest quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6835 South Halsted Street.

Permanent Index Number:

20-21-306-011.

Lot 16 in Block 4 in Smith's Addition to Normalville, a subdivision of the northwest quarter of the southwest quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6837 South Halsted Street.

Permanent Index Number:

20-21-306-012.

Lot 17 in Block 4 in Smith's Addition to Normalville, a subdivision of the northwest quarter of the southwest quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6839 South Halsted Street.

Permanent Index Number:

20-21-306-013.

EXECUTION OF AGREEMENT WITH DATA MADE LLC FOR CONTINUED OPERATION AND IMPROVED FUNCTIONALITY OF LARGE LOT LAND SALE PROGRAM WEBSITE.

[O2022-1285]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a virtual meeting was held on May 17, 2022, and to which was referred an ordinance by the Department of Planning and Development for an agreement with DataMade LLC for continued operation and improved functionality of the Large Lot Land Sale Program Website (O2022-1285), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) HARRY OSTERMAN,
Chairman.

On motion of Alderman Burnett, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, In accordance with the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois (the "State Constitution"), the City of Chicago (the "City") as a home rule unit of government may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, By ordinance passed by the City Council of the City (the "City Council") on December 10, 2014 ("2014 Ordinance"), the City established the Large Lot Program (codified in Chapter 2-157 of the Municipal Code of Chicago; the "Large Lot Program Ordinance") for the disposition of certain City-owned, vacant parcels, in order to provide local residents greater control over land in their neighborhood and the opportunity to possibly profit from selling those parcels in the future as the areas in which the parcels are located revitalize; and

WHEREAS, Local Initiatives Support Corporation ("LISC") had developed and hosted a website on a platform owned by DataMade LLC ("DataMade") (the "Large Lot Website"); and

WHEREAS, The Large Lot Website contains information relating to the Large Lot Program to ensure program transparency, including the addresses of parcels and whether persons have submitted applications to own them; and

WHEREAS, Pursuant to the 2014 Ordinance, the City Council granted the Department of Planning and Development (the "Department") to enter into an agreement with LISC relating to LISC's (i) continued maintenance and hosting of the Large Lot Website that contains information relating to the Large Lot Program, including the addresses of parcels and whether persons have submitted applications to own them, and (ii) community outreach services relating to the Large Lot Program; and

WHEREAS, The Department desires to implement new functionality on the Large Lot Website, and LISC no longer desires to perform hosting, implementation, maintenance, and support; and

WHEREAS, The Department desires to implement improved transparency through data visualizations and a public-facing websites; and

WHEREAS, The Department desires to enter into an agreement with DataMade for hosting, implementation, maintenance, and support of the Large Lot Website and other data visualization and transparency support, and DataMade is ready, willing, and able to so perform; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are expressly adopted herein as the legislative findings of the City Council and incorporated herein and made a part of this ordinance.

SECTION 2. The Commissioner of the Department is authorized to enter into an agreement with DataMade on substantially the terms set forth in Exhibit 1, which is attached hereto and incorporated herein, with such changes and additional terms as are approved by the Commissioner, for hosting, implementation, maintenance and support of the Large Lot Website and other data visualization and transparency support for an initial term of four (4) years and for an estimated maximum compensation of \$600,000.00, for the initial term with three annual options to extend for hosting, maintenance and support services, estimated \$100,000.00 annually.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago (the "Municipal Code"), or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized under this ordinance or to impair the validity of this ordinance or the instruments authorized by this ordinance; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code.

SECTION 4. This ordinance shall be in full force and effect upon its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Agreement Term Sheet.

Parties:

City of Chicago (Department of Planning and Development) and DataMade LLC.

Scope:

Large Lots Real Estate Platform expansion and build-out.

Term(s):

Initial four (4) year term. City has the option to extend, on the same terms and conditions, for three (3) additional annual periods with estimated compensation of \$100,000.00 each.

Source Of Funding:

City of Chicago Corporate Funds.

Total Estimated Compensation For Initial Term:

\$500,000.00 with a 20 percent cap on overage in excess of \$500,000.00.

Elements Of Services DataMade To Provide To City:**A. Year 1 -- Research And Design Services, including the following:**

- Meetings and project planning;
- Real estate platform research;
- User interviews;
- Design wireframes to sketch out core pages for City approval;
- Content Management System (CMS) set up;
- Build front end searchable map interfaces;
- Technical assistance for identifying land to purchase; and
- Launch preparation and support.

Estimated Cost:

\$177,500.00.

B. Year 2 -- Front End Build-Out Services, including the following:

- Eligibility screening and review functions;
- Economic disclosure application expansion;
- Continue support of principal profile form;
- Innovation Fund;
- Training City personnel;
- Maintenance and support; and
- Hosting data and service level agreements.

Estimated Cost:

\$154,300.00.

C. Year 3 -- Capacity To Build And Training And Support, including the following:

- Economic disclosure application expansion;
- Continue support of principal profile form;
- Innovation Fund;
- Training City personnel;
- Maintenance and support; and
- Hosting data and service level agreements.

Estimated Cost:

\$61,800.00.

D. Year 4 -- Complete Training And Support And Hand-Off To City, including the following:

- Economic disclosure application expansion;
- Continue support of Principal Profile Form;
- Innovation Fund;
- Training City personnel;
- Maintenance and support; and
- Hosting data and service level agreements.

Estimated Cost:

\$61,800.00.

Other Important Provisions:

Terms to include City required provisions, customary warranties and service level agreements, data protection requirements, insurance and EDS.

AGREEMENT WITH METROPOLITAN PIER AND EXPOSITION AUTHORITY FOR
USE OF OFFICE AND STORAGE SPACE BY DEPARTMENT OF POLICE BICYCLE
UNIT AT MC CORMICK PLACE LAKESIDE CENTER, 2301 S. DR. MARTIN LUTHER
KING, JR. DR.

[O2022-1276]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a virtual meeting was held on May 17, 2022, and to which was referred an ordinance by the Department of Assets, Information and Services for an agreement with Metropolitan Pier and Exposition Authority for office space and storage space at McCormick Place Lakeside Center, located at 2301 South Dr. Martin Luther King, Jr. Drive, by the Department of Police Bicycle Unit (O2022-1276), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) HARRY OSTERMAN,
Chairman.

On motion of Alderman Burnett, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. On behalf of the City of Chicago, the Commissioner of the Department of Assets, Information and Services is authorized to execute a license agreement with Metropolitan Pier and Exposition Authority to permit the use of approximately 5,040 square feet of office space and 1,326 square feet of storage space at McCormick Place Lakeside Center, located at 2301 South Dr. Martin Luther King, Jr. Drive, by the Department of

Police's bicycle unit; such lease to be approved by the Superintendent of Police, and approved as to form and legality by the Corporation Counsel in substantially the following form:

[License Agreement with Metropolitan Pier and Exposition Authority immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage and approval.

License Agreement with Metropolitan Pier and Exposition Authority reads as follows:

License Agreement.

This License Agreement between the Metropolitan Pier and Exposition Authority and the City of Chicago (this "Agreement") is made as of May 1, 2022 (the "Effective Date"), by and between the City of Chicago, an Illinois municipal corporation (the "City"), acting by and through its Department of Assets, Information and Services ("DAIS") having its principal offices at 2 North LaSalle Street, Suite 200, Chicago, Illinois 60602, and Metropolitan Pier and Exposition Authority, an Illinois municipal corporation (the "MPEA"), having its principal offices at 301 East Cermak Road, Chicago, Illinois 60616 (collectively, the "Parties").

Recitals.

Whereas, MPEA and the City currently have an agreement which allows the City's Department of Police (the "Police Department") a right-of-entry to previously unutilized space located at McCormick Place Lakeside Center for the Police Department's bicycle unit; and

Whereas, The right-of-entry agreement ends on April 30, 2022; and

Whereas, The Parties desire to replace and supersede the existing right-of-entry agreement with this new License Agreement; and

Whereas, The Illinois Intergovernmental Cooperation Act (5 ILCS 220, et seq.) authorizes municipalities and other branches of government to collaborate jointly in the effective delivery of public services; and

Whereas, The Parties wish to reduce their Agreement to writing;

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and MPEA agree as follows:

1. Incorporation Of Recitals. The foregoing recitals 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 City and MPEA.

2. License. Subject to the terms and conditions set forth herein, MPEA hereby grants a license to the City to use of the following described space:

approximately 6,366 square feet of unutilized space in the McCormick Place Lakeside Center, consisting of 5,040 square feet of office space in rooms 100 through 122 and 1,326 square feet of storage space (the Premises).

3. Term. The term of this Agreement (the "Term") shall begin on the Effective Date and shall end April 30, 2023 unless sooner terminated as set forth in this Agreement. The City must receive approval from its City Council for continuation of the Term beyond the first one hundred eighty days (180). The City may terminate this Agreement in accordance with Section 12 if continuation of the Term is not approved by City Council.

4. Use Of The Premises Limited. The City agrees that the property shall be used for the purpose of office and storage space by the Police Department's bicycle unit (the "City Use"). The right-of-entry granted hereunder extends to, and the City shall be responsible for, its agents, employees, contractors, subcontractors and consultants.

5. Cost. The City shall be responsible for all costs and expenses associated with the City Use. The City acknowledges that MPEA shall not assume any other costs for the City Use or for the City's access to the Premises. The City shall pay MPEA the sum of \$1.00 for access to the Premises under this Agreement. MPEA acknowledges the receipt and sufficiency of this \$1.00 payment.

6. Indemnification. Subject to approval of this Agreement by the City Council, the City shall indemnify, defend and hold MPEA, and its officers, agents, and employees (collectively, the "Indemnified Parties"), harmless from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) (collectively, "Claims") to the extent incurred in connection with, arising out of or incident to any act or omission of the City or its agents, employees, contractors, subcontractors or consultants in their use

of the Premises, but expressly excluding Claims arising out of the condition of the Premises when such condition was not created by the City or its agents, employees, contracts, subcontracts or consultants, and further excluding Claims arising out of the gross negligence or willful misconduct of the Indemnified Parties or a breach or violation of MPEA's obligations under this Agreement. The foregoing indemnity shall survive any termination of this Agreement.

7. Access. The City shall not unreasonably withhold or prevent access by MPEA or its officers, agents, and employees to the Premises during the Term of this Agreement.

8. Completion. Upon completion of the City Use, the City shall remove all equipment, vehicles or materials placed in the Premises by the City or its agents, employees, contractors, subcontractors or consultants, and shall repair all damage to the Premises caused by or resulting from the removal of such items therefrom.

9. Amendment. This Agreement may not be amended or modified without the written consent of the City and MPEA hereto.

10. Entire Agreement. This Agreement embodies the entire agreement and understanding between the City and MPEA regarding the City Use and the City's license to use the Premises. This Agreement supersedes any prior oral or written agreements with respect to the matters stated herein.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

12. Termination. The City and MPEA shall have the right to terminate this Agreement for any reason at any time without penalty by providing the other party with thirty (30) days' prior written notice.

13. Maintenance. The City acknowledges that MPEA will not have any maintenance responsibilities for the Premises with respect to the City's Use during the Term of this Agreement. The City accepts the condition of the Premises in the Premises' as-is condition.

*13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without regard to its choice of laws principles.

* Editor's Note: Numbering sequence error; item 13 duplicated in original document.

14. Security On Premises. The City, its agents, employees, contractors, subcontractors and consultants shall secure equipment, vehicles, and materials on the Premises that are utilized in connection with the City Use during the Term of this Agreement. The City acknowledges that MPEA shall not have any security responsibilities for the Premises with respect to the City's Use during the Term of this Agreement, nor will MPEA be responsible for losses or damage to any physical property related to or arising out of City's Use.

15. Insurance. The City is self-insured for worker's compensation and comprehensive general liability as it relates to the City Use of the Premises.

16. MPEA's Authority. MPEA represents and warrants that it is the sole owner of the Premises; it has the right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and that this Agreement shall be binding upon and enforceable against MPEA in accordance with its terms.

17. Rules And Regulations. City staff, including members of the Police Department, shall follow the MPEA rules and regulations attached hereto as Exhibit A.

In Witness Whereof, The City and MPEA have executed this Agreement as of the Effective Date.

City of Chicago, an Illinois municipal corporation
and home rule unit of government

By: _____
Sandra Blakemore,
Acting Commissioner
Department of Assets, Information and
Services

By: _____
Superintendent,
Department of Police

Approved as to Form and Legality:

Assistant Corporation Counsel,
Department of Law

Metropolitan Pier and Exposition Authority,
an Illinois municipal corporation

By: _____
Larita D. Clark,
Chief Executive Officer

Approved as to Form and Legality:

Assistant General Counsel,
MPEA

Exhibit "A" referred to in this License Agreement with Metropolitan Pier and Exposition Authority reads as follows:

Exhibit "A".

MPEA Rules And Regulations.

City staff, including members of the Police Department, shall abide by the following rules and regulations when inside all areas of McCormick Place:

- Walk bikes through the building, no riding bikes inside.
- Adhere to any city/state COVID-19 mandates, including wearing masks, if applicable.
- Officer breaks should be taken only in designated locations throughout the campus Lakeside Level 1, North Level 2, West Starbucks, and West Level 2 24/hour convenience area.
- Complimentary parking may be relocated at MPEA's sole discretion.
- Parking is only allowed in Lot C (unless moved for operations-related need per above).
- Training in Hall E is based on availability around events.

SUPPLEMENTAL LICENSE AGREEMENTS WITH U.S. DEPARTMENT OF THE
ARMY CORPS OF ENGINEERS, CHICAGO DISTRICT, FOR EXTENSION OF CITY
USE OF HELIPAD AT 250 N. BREAKWATER ACCESS RD. TO JANUARY 20, 2027.
[O2022-1273]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a virtual meeting was held on May 17, 2022, and to which was referred an ordinance from the Department of Assets, Information and Services for two supplemental intergovernmental agreements with the U.S. Department of the Army Corps of Engineers, Chicago District, for the extension of helipad use, located at 250 North Breakwater Access Road, by the City until January 20, 2027 (O2022-1273), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) HARRY OSTERMAN,
Chairman.

On motion of Alderman Burnett, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. On behalf of the City of Chicago, the Commissioner of the Department of Assets, Information and Services is authorized to execute two supplemental license agreements with the Secretary of the Army extending the term of the license to permit the continued use of the helipad located at the mouth of the Chicago River at Lake Michigan, with an approximate address of 250 North Breakwater Access Road, by the Department of Police's Marine and Helicopter Unit; such agreement to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Supplemental License Agreement Numbers 1 and 2 with Department of the Army Chicago District, Corps of Engineers immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage and approval.

Supplemental Agreement Numbers 1 and 2 with Department of the Army Chicago District, Corps of Engineers read as follows:

*Department Of The Army
Chicago District, Corps Of Engineers
Supplemental Agreement Number 1
To Department Of The Army
License Number DACW23-0307-001*

This Supplemental Agreement entered into this _____ day of _____, _____, by and between the City of Chicago, Department of Assets, Information and Services, hereinafter called the Grantee, and the Secretary of the Army, hereinafter called the Government.

Witnesseth:

Whereas, The parties hereto entered into Department of the Army License Number DACW23-0307-001, executed on 29 June 2007, which authorized connection of and access to the concrete pad heliport, connection of, access to, and operation of the City of Chicago Police Marine Safety Station, moorage space, vehicular parking, and other improvements and uses on and connected to the U.S. Inner Breakwater (as described in and depicted on Exhibit "E") located adjacent to the Chicago Lock at the Chicago Harbor Federal Navigation Project, Illinois, as more accurately described in the basic license; and

Whereas, The license expired by its own terms on 20 January 2017; and

Whereas, The Grantee has requested an extension of the license beyond its expiration date and the Government has no objection to the requested extension; and

Whereas, All references to the former License Number DACW23-0307-001 will be changed to the current file number, License Number DACW35-3-07-2006; and

Whereas, All references to the former Grantee, the City of Chicago, Department of Police, will be changed to the current Grantee and will read as the City of Chicago, Department of Assets, Information and Services;

Now, Therefore, Effective on 21 January 2017, the license is modified in the following particulars, but in no others:

Condition Number 1 ("Term") is replaced therefrom in its entirety, hereto, and made part of the license:

"1. Notices

This license is granted for a term of five (5) years beginning on 21 January 2017 and ending on 20 January 2022, but revocable at will by the Secretary."

Condition Number 3 ("Notices") is replaced therefrom in its entirety, hereto, and made part of the license:

"3. Notices

All notices and correspondence to be given pursuant to this license shall be addressed, if to the Grantee, to: (1.) the General Counsel, Chicago Police Department,

3510 South Michigan Avenue, 5th Floor, Chicago, Illinois, 60653, and (2.) Commissioner, Department of Assets, Information, and Services, 2 North LaSalle Street, 2nd Floor, Chicago, Illinois, 60602; and if to the United States, to the U.S. Army Engineer District, Detroit, Attention: Chief, Real Estate Office, 477 Michigan Avenue, Detroit, Michigan 48226; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the U.S. Postal Service.”

Condition Number 17 (“Insurance”) is added hereto and made part of the license:

“17. Insurance:

(a.) At the commencement of this license, the grantee shall obtain liability insurance from a reputable insurance company or companies. The insurance shall provide an amount not less than that which is prudent, reasonable, and consistent with sound business practices, or a minimum combined single limit in the amount of Two Million and no/100 Dollars (\$2,000,000.00), whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the grantee under the terms of this license. On an annual basis, the grantee shall require its insurance company to furnish to said officer a copy of the policy or policies, or if acceptable to said officer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by said officer every five (5) years or upon renewal or modification of this license.

(b.) The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The grantee shall require that the insurance company give said officer thirty (30) days written notice of any cancellation or change in such insurance. Said officer may require closure of any or all of the premises during any period for which the grantee does not have the required insurance coverage.

(c.) In the event the grantee is self-insured, the grantee shall certify such self-insurance in writing in the minimum amount specified to said officer.

(d.) License Number DACW35-3-07-2006 must appear on all insurance related documents submitted annually.”

Conditions Numbers 18a. and 18b. ("Special Conditions") are added hereto and made part of the license:

"18a. All activities and construction on the premises must be coordinated with and approved by the U.S. Army Corps of Engineers, Chicago District, chief of the Illinois Waterway Project Office. The current chief is Mr. Michael Walsh who can be reached by email at Michael.J.Walsh@usace.army.mil or by phone at (815) 510-0361. This review is required to ensure that the Grantee's activities and use of the premises are consistent with the purpose and integrity of the U.S. Inner Breakwater located adjacent to the Chicago Lock at the Chicago Harbor Federal Navigation Project and is not intended as a detailed engineering review. The Federal Government assumes no responsibility or liability for the technical sufficiency of the Grantee's plans, or for the Grantee's use of the premises."

"18b. The Grantee is allowed to store and place mooring blocks, chains, and anchors, on the U.S. Inner Breakwater as part of the adjacent city marina operations."

All references to "Real Estate Division" are replaced with "Real Estate Office".

Exhibit "E" is added hereto and made part of the license. Please note that the attached exhibit delineates the footprints of each area being used on U.S. ACE real property between the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) and the City of Chicago. Some of these areas on the premises are exclusively used and some are shared by both entities onsite.

Except As Modified Above, All other terms and conditions of the license, remain in full force and effect.

Witness Whereof, The parties hereto have executed this Supplemental Agreement Number 1 on the date first above written.

City of Chicago, Department of Assets,
Information and Services

_____ (signature)

_____ (printed name)

_____ (title)

_____ (date)

By Authority of the Secretary
of the Army

Michael B. Rohde,
Chief, Real Estate Office
Real Estate Contracting Officer

[Exhibit "E" referred to in this Supplemental Agreement
Number 1 with Department of The Army
Chicago District, Corps of Engineers
printed on page 47779
of this *Journal*.]

*Department Of The Army
Chicago District, Corps Of Engineers
Supplemental Agreement Number 2
To Department Of The Army
License Number DACW35-3-07-2006*

This Supplemental Agreement entered into this _____ day of _____,
_____, by and between the City of Chicago, Department of Assets, Information and
Services, hereinafter called the Grantee, and the Secretary of The Army, hereinafter called
the Government.

Witnesseth:

Whereas, The parties hereto entered into Department of the Army License
Number DACW35-3-07-2006, executed on 29 June 2007, which authorized connection of
and access to the concrete pad heliport, connection of, access to, and operation of the
City of Chicago Police Marine Safety Station, moorage space, vehicular parking, and other
improvements and uses on and connected to the U.S. Inner Breakwater located adjacent
to the Chicago Lock at the Chicago Harbor Federal Navigation Project, Illinois, as more
accurately described in the basic license; and

Whereas, Supplemental Agreement Number 1 executed on _____,
modified certain terms and conditions of the license; and

Whereas, The license expired by its own terms on 20 January 2022; and

Whereas, The Grantee has requested an extension of the license beyond its expiration date and the Government has no objection to the requested extension;

Now, Therefore, Effective on 21 January 2022, the license is modified in the following particulars, but in no others:

Condition Number 1 ("Term") is replaced therefrom in its entirety, hereto, and made part of the license:

"1. Notices

This license is granted for a term of five (5) years beginning on 21 January 2022 and ending on 20 January 2027, but revocable at will by the Secretary."

Except as modified above, all other terms and conditions of the license, remain in full force and effect.

Witness Whereof, The parties hereto have executed this Supplemental Agreement Number 2 on the date first above written.

City of Chicago, Department of Assets
Information and Services

_____ (signature)

_____ (printed name)

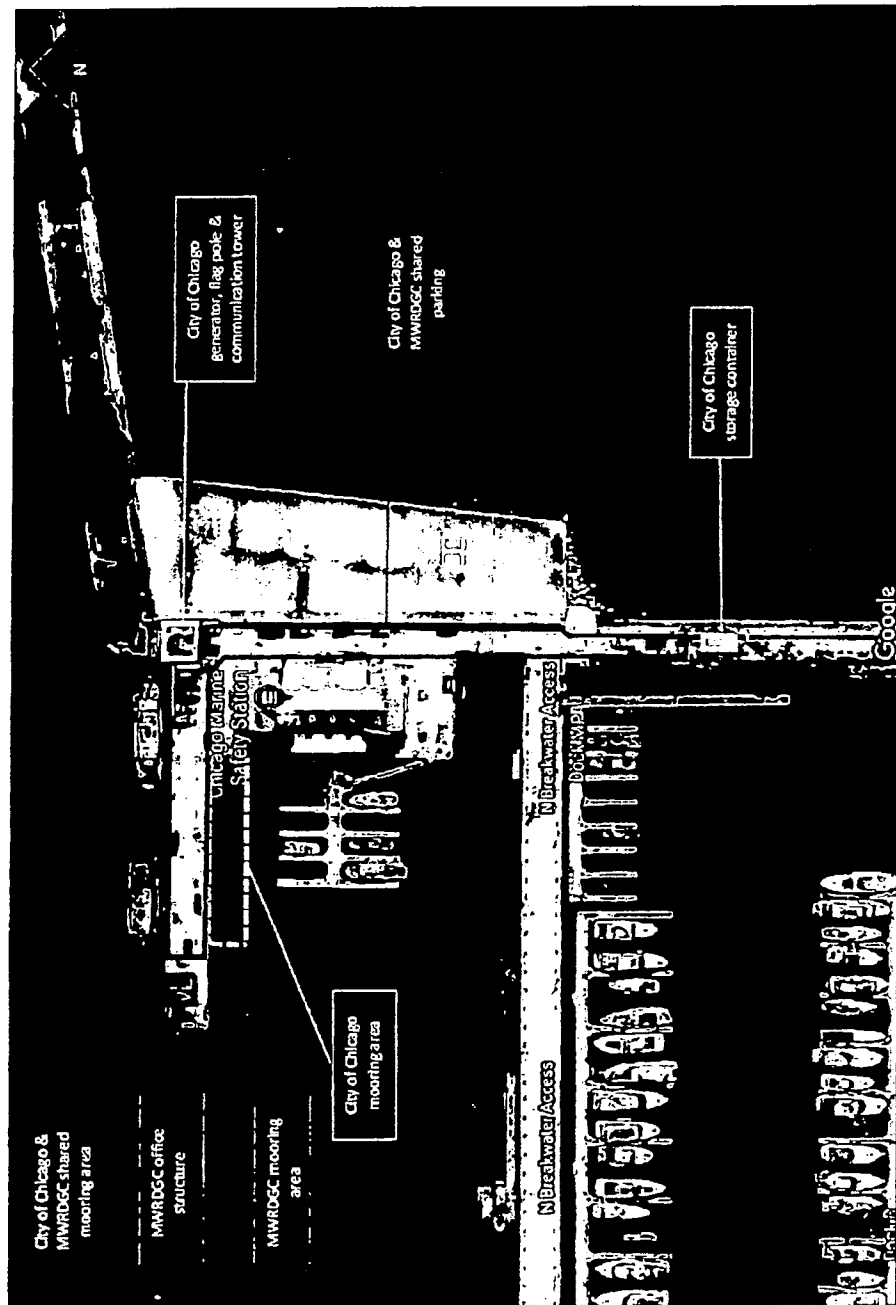
_____ (title)

_____ (date)

By Authority of the Secretary
of the Army

Michael B. Rohde,
Chief, Real Estate Office
Real Estate Contracting Officer

Exhibit "E".



FIRST AMENDMENT TO RIGHT-OF-ENTRY AGREEMENT WITH CHRIST UNIVERSAL TEMPLE, INC. BY EXTENDING CITY USE OF PARKING LOTS LOCATED AT 11901 S. ASHLAND AVE. AND 11901 S. LOOMIS ST.

[O2022-1274]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a virtual meeting was held on May 17, 2022, and to which was referred an ordinance from the Department of Assets, Information and Services for the first amendment to right-of-entry agreement for City use of Christ Universal Temple, Inc. parking lots located at 11901 South Ashland Avenue and 11901 South Loomis Street (O2022-1256), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) HARRY OSTERMAN,
Chairman.

On motion of Alderman Burnett, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. On behalf of the City of Chicago as licensee, the Commissioner of the Department of Assets, Information and Services is authorized to execute an amendment to a right of entry agreement with Christ Universal Temple, Inc. as licensor, to extend the term of the agreement through February 29, 2024, governing the use of the property located at 11901 South Ashland Avenue by the Chicago Police Department for department's driver training program; such amendment to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[First Amendment to Right-of-Entry Agreement with
Christ Universal Temple, Inc. immediately
follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage and approval.

First Amendment to Right-of-Entry Agreement with Christ Universal Temple, Inc. reads as follows:

First Amendment To Right-Of-Entry Agreement.

This First Amendment to Right-of-Entry Agreement (this "First Amendment") is made and entered into this _____ day of _____, 2022, by and between the City of Chicago, an Illinois municipal corporation and home rule unit of government (the "City") and Christ Universal Temple, Inc., an Illinois not-for-profit corporation ("Owner").

Recitals.

Whereas, City and Owner are parties to that certain Right-of-Entry Agreement dated September 3, 2021 (the "Agreement"), to permit the City use of the parking lots located on the property located at 11901 South Ashland Avenue

(Permanent Index Number 25-29-100-006) and 11901 South Loomis Street (Permanent Index Number 25-29-101-021), Chicago, Illinois 60643 (together, the "Property"), as shown on the site plan attached hereto as Exhibit A, consisting of three (2)* contiguous parcels; and

Whereas, The Term of the Agreement expired on March 2, 2022, and the City seeks to continue use of the Property and extend the Term; and

Whereas, Owner agrees to permit City's continued use of the Property for the City Use according to the terms and conditions of the Agreement, except as otherwise modified in this First Amendment; and

Whereas, Owner and City desire to modify certain terms and conditions of the Agreement as specified herein;

Now, Therefore, In consideration of the mutual covenants of the parties herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Owner and City agree as follows:

1. Recitals And Terms Of Art. The recitals are incorporated herein by reference and made a part of this First Amendment. All capitalized terms used herein shall have the same meanings as they do in the Agreement, unless otherwise expressly provided herein.

2. Term. The Term of the Agreement shall be on Mondays through Fridays and is hereby extended retroactively, commencing on March 3, 2022, and continuing through February 29, 2024, unless sooner terminated as set forth in the Agreement.

3. Restriction Of Use On Event Days. City understands that the Property may be used for certain events hosted by Owner during the Term, including but not limited to special services, weddings, funerals, fundraisers, and banquets, and Owner may prohibit use by the City during such scheduled events.

4. Snow Removal. Owner shall not have any snow removal responsibility in connection with the City Use and City is permitted to provide snow removal at its discretion.

5. Asphalt Patching. City shall be permitted to conduct patching of asphalt in the parking lot to smooth out potholes, divots, or cracks.

6. Cone Removal. City shall be required to remove its cones in the parking lot by no later than Friday evenings throughout the Term.

* Editor's Note: Numerical inconsistency in original document.

7. Restroom Access. Members of the City's Police Department shall be permitted use of restroom located within the 11901 South Ashland Avenue building (the "Temple Building") situated on the Property during hours that the building is open for business, specifically 9:00 A.M. to 3:00 P.M. Monday through Friday (the "Business Hours"). Owner may adjust the Business Hours in its sole discretion.

8. Meeting Room Access. City shall be permitted use of an available meeting room located within the Temple Building for the classroom training portion of the Police Department's driver training program during Business Hours. Use of the meeting room for classroom training shall be included in the City Use. Owner may deny City's request for use of a meeting room if it will interfere with Owner's operations.

9. Holding Over. Any holding over by City shall be construed to be an extension of the Term of the Agreement on a month-to-month basis beginning on March 1, 2024, provided, however, that during such holding over all other provisions of the Agreement shall remain in full force and effect.

10. Reaffirmation Of Agreement. Except to the extent expressly set forth in this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this First Amendment, the terms and provisions of this First Amendment shall control.

11. Governing Law And Severability. This First Amendment shall be governed by and construed in accordance with the laws of the State of Illinois. In the event that any provision of this First Amendment shall at any time be found to be invalid or otherwise rendered unenforceable, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this First Amendment, as the circumstances require, and this First Amendment shall be construed as if said provision had been incorporated herein as so limited or as if said provision had not been included herein, as the case may be.

12. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This First Amendment may be executed and delivered via email or PDF.

13. Effectiveness. This First Amendment is not effective unless and until it is signed and delivered by both City and Owner.

In Witness Hereof, The parties hereto have caused this First Amendment to be duly executed on the date first written above.

City:

The City of Chicago, an Illinois municipal corporation
and home rule unit of government

Department of Assets, Information and Services

By: _____
Commissioner

Approved as to Form and Legality:

By: Department of Law

By: _____
Assistant Corporation Counsel,
Real Estate Division

Owner:

Christ Universal Temple, Inc.,
an Illinois not-for-profit corporation

By: _____

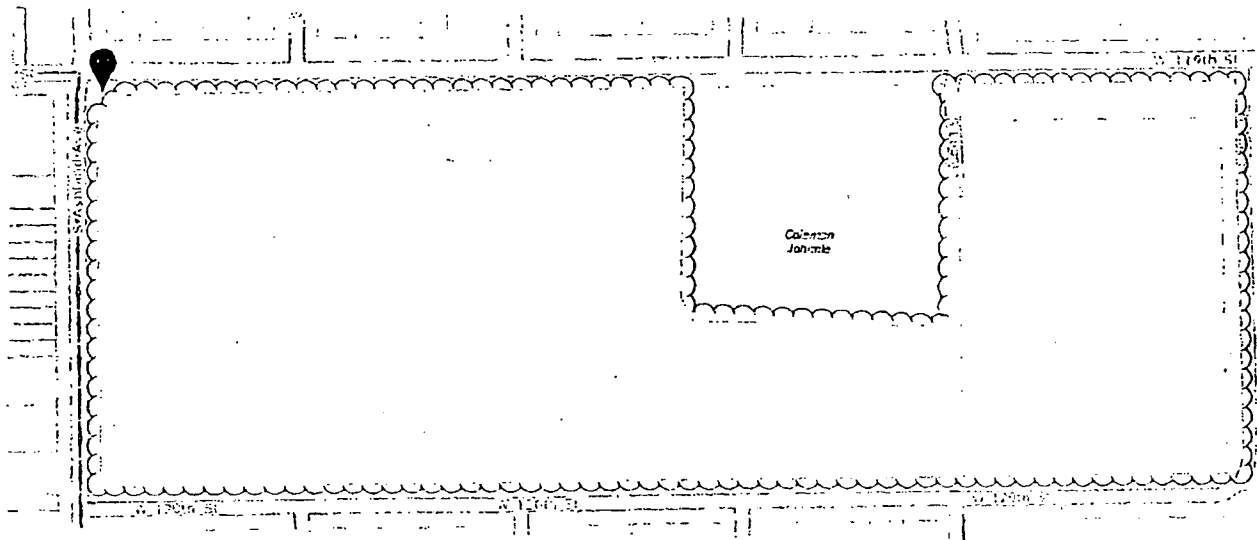
Name: _____

Its: _____

[Exhibit "A" referred to in this First Amendment to Right-of-Entry
Agreement printed on page 47785 of this *Journal*.]

Exhibit "A".

Depiction Of The Property, Shown Within Bubbled Area.



COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 10.274 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF S. EWING AVE.

[O2022-1027]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Susan Sadlowski Garza (which was referred on April 27, 2022) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (10.274) to allow the issuance of additional alcoholic liquor licenses on a portion of South Ewing Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on May 18, 2022.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

On motion of Alderman Mitts, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(10.274) On Ewing Avenue, from 93rd Court to 95th Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 21.348 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF S. VINCENNES AVE.

[O2022-1225]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Howard Brookins, Jr. (which was referred on April 27, 2022) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (21.348) to allow the issuance of additional alcoholic liquor licenses on a portion of South Vincennes Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on May 18, 2022.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

On motion of Alderman Mitts, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(21.348) On Vincennes Avenue, from 81st Street to 83rd Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 1.102 AND ADDING NEW SUBSECTIONS 1.110 AND 1.111 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF N. MILWAUKEE AVE.

[O2022-1036]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Daniel La Spata (which was referred on April 27, 2022) to amend Section 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional package goods licenses on portions of North Milwaukee Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on May 18, 2022.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

On motion of Alderman Mitts, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and inserting the language underscored, as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(1.102) ~~[Reserved.] On North Milwaukee Avenue, from North California Avenue to North Sacramento Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 4-60-023 of the Municipal Code of the City of Chicago is hereby amended by inserting the language underscored, as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(1.110) On the east side of North Milwaukee Avenue, from North California Avenue to North Sacramento Avenue.

(1.111) On the west side of North Milwaukee Avenue, from North California Avenue to North Sacramento Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 3. Section 1 of this ordinance shall take full force and effect upon its passage and approval. Section 2 of this ordinance shall take full force and effect one year after its passage and approval.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING
SUBSECTION 30.45 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS
LICENSES ON PORTION OF W. BELMONT AVE.

[O2022-1222]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Ariel Reboyras (which was referred on April 27, 2022) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (30.45) to allow the issuance of additional package goods licenses on a portion of West Belmont Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on May 18, 2022.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

On motion of Alderman Mitts, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(30.45) ~~On the north side of Belmont Avenue, from Kenneth Avenue to Cicero Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 30.49 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF N. CENTRAL AVE.

[O2022-1223]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Ariel Reboyras (which was referred on April 27, 2022) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (30.49) to allow the issuance of additional package goods licenses on a portion of North Central Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on May 18, 2022.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

On motion of Alderman Mitts, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(30.49) On the west side of Central Avenue, from Wrightwood Avenue to Fullerton Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING
SUBSECTION 35.15 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS
LICENSES ON PORTION OF W. FULLERTON AVE.

[O2022-1032]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Aldermen Waguespack and Ramirez-Rosa (which was referred on April 27, 2022) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (35.15) to allow the issuance of additional package goods licenses on a portion of West Fullerton Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on May 18, 2022.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

On motion of Alderman Mitts, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(35.15) ~~On West Fullerton Avenue, from North Kedzie Avenue to North Kimball Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 39.83 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF N. ELSTON AVE.

[O2022-1170]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Samantha Nugent (which was referred on April 27, 2022) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (39.83) to allow the issuance of additional package goods licenses on a portion of North Elston Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on May 18, 2022.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

On motion of Alderman Mitts, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(39.83) ~~On the southwest side of North Elston Avenue, from West Irving Park Road to West Belle Plaine Avenue; and on both sides of North Elston Avenue, from West Belle Plaine Avenue to West Berteau Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF CHAPTER 4-232 OF MUNICIPAL CODE BY REPEALING
SECTION 4-232-200 TO PROHIBIT OPERATION OF GARAGES WITHIN 200 FEET
OF HOSPITALS, CHURCHES OR SCHOOLS.

[O2022-946]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Aldermen Tunney and Rodriguez (which was referred on April 27, 2022) to repeal Section 4-232-200 of the Municipal Code of Chicago regarding operation of parking garages within 200 feet of hospitals, churches or schools, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on May 18, 2022.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

On motion of Alderman Mitts, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-232-200 of the Municipal Code of Chicago, which prohibits the operation of garages within 200 feet of any hospital, church, or school, is hereby repealed. Enforcement of this Section 4-232-200 shall be suspended retroactively to the date of introduction of this ordinance.

SECTION 2. This ordinance shall be in full force and effect upon passage and approval.

AMENDMENT OF CHAPTERS 4-5, 4-60, 4-156, 8-32 AND 13-96 OF MUNICIPAL CODE TO FURTHER REGULATE ALCOHOLIC BEVERAGE SERVICE LIMITATIONS AND SOUND AMPLIFICATION AT OUTDOOR ENTERTAINMENT VENUES.

[O2022-1279]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Mayor Lightfoot and the Commissioner of Business Affairs and Consumer Protection (which was referred on April 27, 2022) to amend Chapter 4 of the Municipal Code of Chicago regarding outdoor entertainment venue regulations, begs leave to recommend that Your Honorable Body Pass the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on May 18, 2022.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

On motion of Alderman Mitts, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 46.

Nays -- Aldermen Reilly, Smith -- 2.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-5-010 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

4-5-010 Establishment Of License Fees.

(Omitted text is unaffected by this ordinance.)

(22) Liquor -- Retail (4-60)

Fees for the whole or any portion of the license period for which the application is made shall be as set forth below:

(Omitted text is unaffected by this ordinance.)

Liquor -- Outdoor Patio, ~~or~~ Sports Plaza Venue, or Outdoor Entertainment Venue

\$1,760.00

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 4-60-010 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

4-60-010 Definitions.

Whenever the following words and phrases are used in this chapter, they shall have the meanings respectively ascribed to them in this section:

(Omitted text is unaffected by this ordinance.)

"Outside caterer" means any person who: (1) performs off-site catering by preparing food at a location outside the city for service at a location within the city; and (2) sells, serves or otherwise dispenses liquor at a location within the city.

"Outdoor Entertainment Venue" means an outdoor space on private property which (1) has an outdoor capacity of more than 3,000 people; (2) conducts amusements, as that term is defined in Section 4-156-010, but does not have live sporting events as a central part of its business model, nor is subject to the Lakefront Venue liquor license under Section 4-60-073; and (3) is where alcoholic liquor may be sold and consumed.

"Outdoor patio" means the privately owned outdoor location adjacent to a premises holding a tavern license or a consumption on premises -- incidental activity license within the meaning of item (1) of the definition of a "consumption on premises -- incidental activity license" in Section 4-60-010, where alcoholic liquor may be sold and consumed subject to the provisions governing outdoor patio licenses.

(Omitted text is unaffected by this ordinance.)

SECTION 3. Section 4-60-021 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

4-60-021 Ordinance Prohibiting Issuance Of Additional Liquor Licenses -- Requirements -- Procedure.

(Omitted text is unaffected by this ordinance.)

(c) No ordinance to prohibit the issuance of additional liquor licenses in a specified area may:

(1) prohibit additional licenses for sale of liquor on the premises of any of the following: sports stadiums with a seating capacity of more than 3,000 persons; restaurants; hotels; banquet halls licensed for incidental service of liquor only and where the principal activity is the service of food, theaters whose premises are licensed for incidental service of liquor only, that provide live stage performances and are equipped with fixed seating; any ice rink for which a valid public place of amusement

license and a valid retail food license have been issued, and where the sale of alcoholic liquor is incidental to those activities; ~~or facilities operated by the metropolitan pier and exposition authority; or Sports Plazas, as that term is defined in section~~ Section 4-60-075; or Outdoor Entertainment Venues, as that term is defined in Section 4-60-010;

(Omitted text is unaffected by this ordinance.)

SECTION 4. Section 4-60-024 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

4-60-024 Lapse Of License -- Transfer Of Interest.

Whenever the liquor license for a premises located within an area described in Section 4-60-022 or Section 4-60-023 lapses for failure to renew or is revoked for cause, no new license shall be issued for that premises, unless the premises is a sports stadium with a seating capacity greater than 3,000 persons, an Outdoor Entertainment Venue as defined in Section 4-60-010, a restaurant, or a hotel, or is operated by the metropolitan pier and exhibition authority. If the premises is any of the foregoing, any new license shall be limited to sale of alcoholic liquor for consumption on the premises. Nothing in Section 4-60-022 or Section 4-60-023 prevents or prohibits the issuance of an additional license to allow continued operation of an existing business within an area specified in either section by a new licensee, if the license is of the same type and if the successor licensee is any of the following: (a) the legal spouse of the prior licensee at the time of application for the new license; or (b) a parent, natural or adopted child of the prior licensee; or (c) an heir of the prior licensee by intestate succession, or a testamentary devisee of the prior licensee, and, after the death of the prior licensee, has thereby received the prior owner's interest in the licensed business; or (d) any other person who already shares ownership in the licensed business, or is acquiring less than five percent of the shares of a corporate licensee; or (e) any other person who is acquiring the licensed business by purchase.

(Omitted text is unaffected by this ordinance.)

SECTION 5. Chapter 4-60 of the Municipal Code of Chicago is hereby amended by adding a new Section 4-60-076, as follows:

4-60-076 Outdoor Entertainment Venue Liquor Licenses -- Special Conditions.

(a) For purposes of this section:

"Fixed point-of-sale" means a booth, kiosk, tent, or other outdoor location that is stationary for the duration of an event during which the sale and service of alcohol is allowed.

"Residential building" has the meaning ascribed to that term in Section 17-17-02146.

"Retail food establishment license" means a retail food establishment license issued under Chapter 4-8 of this Code.

"Outdoor Entertainment Venue" has the meaning ascribed to that term in Section 4-60-010.

(b) In addition to the other categories of licenses authorized under this chapter, the Local Liquor Control Commissioner is authorized to issue Outdoor Entertainment Venue liquor licenses. An Outdoor Entertainment Venue is required to have an Outdoor Entertainment Venue liquor license. An Outdoor Entertainment Venue liquor licensee may serve, in compliance with this section, alcoholic liquor within the Outdoor Entertainment Venue from fixed point-of-sale locations.

(c) A separate Outdoor Entertainment Venue liquor license shall be required for each licensee selling, serving, or offering for sale alcoholic liquor for consumption at fixed point-of-sale locations at an Outdoor Entertainment Venue. In addition to the information required by Section 4-60-040, an application for an Outdoor Entertainment Venue liquor license shall: (1) designate the specific Outdoor Entertainment Venue at which the applicant intends to sell or serve alcoholic liquor; and (2) designate the fixed points-of-sale located in the Outdoor Entertainment Venue. The fee for an Outdoor Entertainment Venue liquor license shall be as set forth in Section 4-5-010.

(d) An Outdoor Entertainment Venue liquor licensee shall:

- (1) sell alcoholic beverages only from fixed points-of-sale;
- (2) serve alcoholic liquor only in cups which clearly identify the liquor licensee from which the alcoholic liquor was purchased;
- (3) not sell alcoholic liquor in quantities greater than:
 - (i) 16 fluid ounces for beer, hard cider, hard seltzer, malt liquor, and similar beverages;
 - (ii) 6.3 fluid ounces for wine; and
 - (iii) 3 fluid ounces for spirits.
- (4) not sell or offer for sale any package goods.

(e) An Outdoor Entertainment Venue liquor licensee shall be subject to all provisions of this chapter, except for subsections (e) and (f) of Section 4-60-040; the 35-day review period of subsection (h) of Section 4-60-040; and Section 4-60-050.

(f) An Outdoor Entertainment Venue shall be clearly demarcated to distinguish it from the public way and have the ability to limit guest access to Outdoor Entertainment Venue patrons only and not passersby.

(g) No Outdoor Entertainment Venue shall be located within 125 feet of any existing property that contains residences at the time that it applies for its licenses under Chapter 4-60 and Chapter 4-156, measured from the nearest property line of the property that contains residences to the nearest property line of the property containing the Outdoor Entertainment Venue.

(h) A location eligible for an Outdoor Entertainment Venue liquor license shall not be eligible for an outdoor patio license.

SECTION 6. Section 4-60-130 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

4-60-130 Hours Of Operation.

(Omitted text is unaffected by this ordinance.)

(c)(1) Except as provided in paragraph (c)(2), no person licensed to operate an outdoor patio shall sell, serve or allow the sale or service of alcoholic liquor for consumption in the outdoor, privately owned portion of the licensed premises on Saturdays and Sundays between 12:01 A.M. and the legally established hour of opening, or on Sundays through Thursdays between the hours of 11:00 P.M. and the legally established hour of opening on the following day.

(2) No person licensed to operate an outdoor patio located in the central business district, as that term is defined in Section 9-4-010, shall sell, serve or allow the sale or service of alcoholic liquor for consumption in the outdoor, privately owned portion of the licensed premises between 12:01 A.M. and the legally established hour of opening. The provisions of this paragraph (c)(2) shall expire on December 1, 2020 and the hours of operations for an outdoor patio located in the central business district shall then be as set forth in paragraph (c)(1).

(3) At an Outdoor Entertainment Venue, alcoholic liquor shall not be sold or served for consumption on Saturdays and Sundays between 12:01 A.M. and the legally established hour of opening, or on Sundays through Thursdays between the hours of 11:00 P.M. and the legally established hour of opening on the following day.

(Omitted text is unaffected by this ordinance.)

SECTION 7. Chapter 4-156 of the Municipal Code of Chicago is hereby amended by adding the language a new Section 4-156-426, as follows:

4-156-426 Outdoor Entertainment Venue.

(a) An Outdoor Entertainment Venue shall be licensed as a public place of amusement.

(b) An Outdoor Entertainment Venue shall not have amplified sound outdoors between 10:00 P.M. and 10:00 A.M.

SECTION 8. Section 8-32-080 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

8-32-080 Regulated Entertainment Business.

(a) No establishment holding a liquor license pursuant to Chapter 4-60 of this Code, or a public place of amusement license pursuant to Article III of Chapter 4-156 of this Code, shall operate or permit operation of any equipment or device that electronically amplifies sound so as to generate sound louder than average conversational level at a distance of 100 feet or more from the property line of the property from which the noise is being generated, with the exception that an Outdoor Entertainment Venue shall not be bound by this restriction from 10:00 A.M. to 10:00 P.M.

(Omitted text is unaffected by this ordinance.)

SECTION 9. Chapter 13-96 of the Municipal Code of Chicago is hereby amended by adding a new Section 13-96-100, as follows:

13-96-100 Portable Audiovisual Rigging.

No person may perform, or employ, direct, or allow a person to perform, portable audiovisual rigging outdoors unless the person performing such work holds a valid rigger's certification issued by the Entertainment Technician Certification Program. "Portable audiovisual rigging" means the temporary installation or operation of portable mechanical rigging and static rigging for the overhead suspension of portable audiovisual equipment, including, but not limited to: audio, video, lighting, backdrops, scenery, tresses, and other effects. Portable audiovisual rigging does not include freight handling or the transportation of heavy equipment.

SECTION 10. This ordinance shall be in full force and effect following passage and approval.

RENEWAL OF DESIGNATION OF 5TH, 9TH AND 19TH PRECINCTS OF 13TH WARD
AS RESTRICTED RESIDENTIAL ZONES TO PROHIBIT NEW AND ADDITIONAL
SHARED HOUSING UNITS AND VACATION RENTALS.

[O2022-1028]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Marty Quinn (which was referred on April 27, 2022) renewing restricted residential zones pursuant to Chapter 4-17 of the Municipal Code, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on May 18, 2022.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

On motion of Alderman Mitts, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Chapter 4-17 of the Municipal Code of Chicago (the "Code") authorizes the establishment of restricted residential zones ("RR Zones") pursuant to an opt-out process, which requires a petition to trigger an ordinance; and

WHEREAS, RR Zones, defined in Section 4-17-010 as precincts that are essentially ineligible for shared housing units or vacation rentals, have been established by ordinance in various precincts and wards across the City; and

WHEREAS, Section 4-17-040 of the Code provides, in relevant part, that: "An ordinance . . . to establish a restricted residential zone shall: . . . (d) be in effect for four years following the effective date of such ordinance . . . ; and (e) once in effect, be subject to renewal by ordinance at the expiration of the four-year period without the need for another supporting Petition."; and

WHEREAS, The RR Zones identified below have not been repealed pursuant to Section 4-17-050 and are thus currently in effect; and

WHEREAS, The City Council desires to enact an ordinance renewing the status of the RR Zone status for an additional four years; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The ordinance establishing the RR Zone in the 5th precinct of the 13th Ward (City Clerk Document Number O2018-4030), effective on July 25, 2018 and expiring on July 25, 2022, is hereby renewed for an additional four-year period expiring on July 25, 2026.

SECTION 2. The ordinance establishing the RR Zone in the 9th Precinct of the 13th Ward (City Clerk Document Number O2018-4759), effective on July 25, 2018 and expiring on July 25, 2022, is hereby renewed for an additional four-year period expiring on July 25, 2026.

SECTION 3. The ordinance establishing the RR Zone in the 19th Precinct of the 13th Ward (City Clerk Document Number O2018-4031), effective on July 25, 2018 and expiring on July 25, 2022, is hereby renewed for an additional four-year period expiring on July 25, 2026.

SECTION 4. This ordinance shall take full force and effect upon its passage and publication. Following due passage and publication of this ordinance, each section renewing a precinct prohibition shall be deemed effective to coincide with the date of expiration of that precinct's prohibition.

COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

AMENDMENT OF SECTION 9-64-206 OF MUNICIPAL CODE BY INSTALLING AND ESTABLISHING HOURS OF OPERATION FOR PARKING METERS ON PORTION OF N. SHEFFIELD AVE.

[O2022-1163]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to amend the Municipal Code of Chicago Section 9-64-206 by installing parking meters and establishing hours of operation on portion of North Sheffield Avenue, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

On motion of Alderman Burnett, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Comptroller is directed to install parking meters on the east side of North Sheffield Avenue, starting 30 feet from West Addison Street, south to 3551 North Sheffield Avenue.

SECTION 2. Section 9-64-206 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

9-64-206 Parking Meters -- Hours Of Operation.

Notwithstanding any prior ordinance establishing different hours of operation, the hours of operation for a parking meter, except as provided by subsections (g), (h), and (i) shall be as follows:

(Omitted text is unaffected by this ordinance.)

(d) In addition to the hours provided in subsections (a), (b) and (c), parking meters on the following streets shall operate on Sundays according to the following day- and night-time categories:

(1) From 10:00 A.M. to 8:00 P.M., at:

(Omitted text is unaffected by this ordinance.)

West Belmont Avenue, south side, from North Racine Avenue to North Greenview Avenue.

North Clybourn Avenue, west side, from North Ashland Avenue to West Fullerton Avenue.

West Addison Street, from the first driveway west of North Clark Street to the first alley west.

East side of North Sheffield Avenue, starting 30 feet from West Addison Street, south to 3551 North Sheffield Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in full force and effect upon passage and publication.

AMENDMENT OF SECTION 9-68-032 OF MUNICIPAL CODE TO ADD PORTIONS OF S. OAKENWALD AVE., E. 32ND PL., E. 32ND ST., S. ELLIS AVE. AND S. RHODES AVE. TO SEASONAL PARKING PERMIT PROGRAM.

[SO2022-1021]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed substitute ordinance to amend the Municipal Code of Chicago Section 9-68-032 by adding portions of South Oakenwald Avenue, East 32nd Place, East 32nd Street, South Ellis Avenue and South Rhodes Avenue to the seasonal parking permit program, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

On motion of Alderman Burnett, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 9-68-032 of the Municipal Code of Chicago is hereby amended by adding the language underscored as follows:

9-68-032 Seasonal Parking Permit Program.

(Omitted text is unaffected by this ordinance.)

(b) The seasonal permit parking program area shall include all blocks of any residential street in an R1 through R5 zoning district located in an area of the City set forth below.

(1) South Oakenwald Avenue, from East 41st Place to East 42nd Place (west side (even numbered side) of block only). All days -- 5:00 P.M. to 6:00 A.M.

(2) South Oakenwald Avenue, from East 40th Street to East 41st Street (west side (even numbered side) of block only). All days -- 5:00 P.M. to 6:00 A.M.

(3) South Oakenwald Avenue, from East 42nd Place to where it connects with South Lake Park Avenue (both sides of street). All days -- 5:00 P.M. to 6:00 A.M.

(4) East 32nd Place, from South Rhodes Avenue to South Ellis Avenue (both sides of street). All days -- 5:00 P.M. to 6:00 A.M.

(5) East 32nd Street, from South Rhodes Avenue to South Ellis Avenue (both sides of street). All days -- 5:00 P.M. to 6:00 A.M.

(6) South Ellis Avenue, from East 32nd Street to East 32nd Place (both sides of street). All days -- 5:00 P.M. to 6:00 A.M.

(7) South Rhodes Avenue, from East 31st Street to East 32nd Place (both sides of street). All days -- 5:00 P.M. to 6:00 A.M.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect upon passage and publication.

AMENDMENT OF SECTIONS 2-14-132 AND 9-76-140 OF MUNICIPAL CODE REGARDING VEHICLE IMPOUNDMENT AND ESTABLISHMENT OF FINES AND PENALTIES FOR OPERATION OF MOTOR VEHICLES ON PUBLIC WAY WITHOUT EXHAUST SYSTEM OR EXHAUST SYSTEM COMPONENT.

[SO2020-4203]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed substitute ordinance to amend the Municipal Code of Chicago Sections 2-14-132 and 9-76-140 to establish fines and penalties for operation of motor vehicles on public way without exhaust system or exhaust system component, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

On motion of Alderman Burnett, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 2-14-132 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

2-14-132 Impoundment.

(a)(1) Whenever the owner of a vehicle seized and impounded pursuant to Sections 3-46-076, 4-68-195, 4-227-140, 9-76-140, 9-80-220, 9-112-640 or 9-114-420 of this Code (for purposes of this section, the "status-related offense sections"), or Sections 7-24-225, 7-24-226, 7-28-390, 7-28-440, 7-38-115(c-5), 8-8-060, 8-20-070, 9-12-090, 9-12-100, 9-12-110, 9-32-040, 9-76-160, 9-80-225, 9-80-240, 9-92-035, 11-4-1410, 11-4-1500 or 15-20-270 of this Code (for purposes of this section, the "use-related offense sections") requests a preliminary hearing in person and in writing at the department of administrative hearings, within 15 days after the vehicle is seized and impounded, an administrative law officer of the department of administrative hearings shall conduct such preliminary hearing within 48 hours of request, excluding Saturdays, Sundays and legal holidays, unless the vehicle was seized and impounded pursuant to Section 7-24-225 and the department of police determines that it must retain custody of the vehicle under the applicable state or federal forfeiture law. If, after the hearing, the administrative law officer determines that there is probable cause to believe that the vehicle was used in a violation of this Code for which seizure and impoundment applies, or, if the impoundment is pursuant to Section 9-92-035, that the subject vehicle is eligible for impoundment under that section, the administrative law officer shall order the continued impoundment of the vehicle as provided in this section unless the owner of the vehicle pays to the city the amount of the administrative penalty prescribed for the code violation plus fees for towing and storing the vehicle.

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 9-76-140 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

9-76-140 Exhaust system.

(a)(1) Every motor vehicle shall at all times be equipped with a muffler in good working order and in constant operation to prevent excessive or unusual noise and annoying smoke.

(2) No person shall use a muffler cutout, by-pass, straight pipe or similar device upon a motor vehicle on a street, highway or other public way within the City. Any person who violates this subsection (a)(2) shall be subject to a fine of \$500.00 for each offense. Each day that a violation continues shall constitute a separate and distinct offense.

(3) No person shall operate any motor vehicle on any public way with any exhaust system or exhaust system component that is not labeled in accordance with Sections 205.158 and 205.169 of Title 40 of the Code of Federal Regulations, indicating that the exhaust system or exhaust system component meets the applicable federal noise emission requirements.

For purposes of this subsection (a), the term "straight pipe" means an exhaust pipe lacking a muffler.

(b) The engine and power mechanism of every motor vehicle shall be so equipped and adjusted as to prevent the escape of excessive fumes or smoke. No person shall operate at any place in the city any vehicle which generates excessive visible emissions of smoke from the exhaust pipe; provided, however, this prohibition shall not include emissions of water or water vapor from the exhaust pipe which is created during cold weather start-up.

(c) The owner of any vehicle that is used in violation of this section may be subject to seizure and impoundment. In such case the owner of record of such vehicle shall be liable to the city for an administrative penalty of \$750.00 in addition to fees applicable under Section 9-92-080 for towing and storage of the vehicle.

(d) Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this section, the police officer shall provide for the towing of the vehicle to a facility controlled by the City or its agents. Before or at the time the vehicle is towed, the police officer shall notify any person identifying himself as the owner of the vehicle or any person who is found to be in control of the vehicle at the time of the alleged violation, if there is such person, of the fact of the seizure and of the vehicle owner's right to request a preliminary hearing to be conducted under Section 2-14-132 of this Code by serving such person with a copy of the vehicle impoundment seizure report.

(e) Section 2-14-132 shall apply whenever a motor vehicle is seized and impounded pursuant to this section.

SECTION 3. This ordinance shall be in full force and effect 10 days after its passage and publication.

ESTABLISHMENT AND AMENDMENT OF LOADING/STANDING ZONES.

[SO2022-1604]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend loading zones/standing zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

On motion of Alderman Burnett, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading/standing zones for the distances specified, during the hours indicated:

Ward	Location
27	1065 North Orleans Street; 329 -- 333 West Hill Street, from a point 12.29 feet east of North Orleans Street to a point 54.0 feet east thereof -- no parking -- 15-minute standing zone -- 8:00 A.M. to 6:00 P.M. -- all days; 325 -- 329 West Hill Street, from a point 9.12 feet west of the alley first east of and parallel to North Orleans Street to a point 35.0 feet west thereof -- no parking loading zone -- 8:00 A.M. to 10:00 P.M. -- all days; and 1027 -- 1039 North Orleans Street, from a point 107.75 feet south of West Hill Street to a point 78.0 feet south thereof -- no parking loading zone -- 10:00 A.M. to 10:00 P.M. -- all days; [O2022-1056]
27	1740 West Taylor Street -- two loading zones to be installed on South Wood Street and West Taylor Street -- no parking loading zone -- at all times -- all days (UIC Outpatient Surgery Center and Specialty Clinics) (public benefit); [O2022-1058]
48	5830 North Sheridan Road (west side) between West Ardmore Avenue to West Thorndale Avenue, from North Sheridan Road (west side) from a point 315 feet to West Ardmore Avenue to a point 60 feet south thereof -- 15-minute standing/loading/tow-away zone -- use flashing lights -- at all times -- all days; also, 5815 North Sheridan Road (east side) between West Ardmore Avenue to West Thorndale Avenue, from North Sheridan Road (east side) from a point 174 feet to West Ardmore Avenue to a point 46 feet south thereof -- 15-minute standing/loading/tow-away zone -- use flashing lights -- at all times -- all days. [O2022-846]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF VEHICULAR TRAFFIC MOVEMENT.
[SO2022-1608]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend single direction of vehicular traffic movement on

portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

On motion of Alderman Burnett, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Ward	Location
13	Amend ordinance which reads: "West 64 th Street, from South Cicero Avenue to the first alley east thereof" by striking: "one-way, eastbound" and inserting: "two-way traffic" in lieu thereof; [O2022-980]
25	West Rundell Place, from South Racine Avenue to South Aberdeen Street -- single direction, easterly. [O2021-5678]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF PARKING METERS.

[SO2022-1610]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish parking meters on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

On motion of Alderman Burnett, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to establish parking meter signs at the below listed locations:

Ward	Location	
2	511 -- 525 West North Avenue (south side) from North Cleveland Avenue to North Mohawk Street -- parking meters;	[O2022-1008]
2	511 -- 517 West North Avenue (south side) from North Cleveland Avenue to North Mohawk Street -- parking meters.	[O2022-1209]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.
(Except For Handicapped)

[SO2022-1603]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

On motion of Alderman Burnett, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way, as indicated:

Establishment Of Disabled Permit Parking:

Ward	Location And Permit Number
3	3848 South Calumet Avenue -- Disabled Parking Permit Number 128036; [O2022-705]
6	8225 South Prairie Avenue -- Disabled Parking Permit Number 127598; [O2022-591]

Ward	Location And Permit Number
6	8037 South Vernon Avenue -- Disabled Parking Permit Number 127641; [O2022-592]
6	7308 South Indiana Avenue -- Disabled Parking Permit Number 125647; [O2022-593]
6	8101 South 81 st Street -- Disabled Parking Permit Number 127912; [O2022-1123]
6	7428 South Wabash Avenue -- Disabled Parking Permit Number 123163; [O2022-1124]
6	7541 South Langley Avenue -- Disabled Parking Permit Number 123182; [O2022-1125]
6	6722 South Green Street -- Disabled Parking Permit Number 123185; [O2022-1126]
6	8020 South Michigan Avenue -- Disabled Parking Permit Number 127354; [O2022-1127]
6	120 East 70 th Street -- Disabled Parking Permit Number 123190; [O2022-1128]
6	8017 South Indiana Avenue -- Disabled Parking Permit Number 118401; [O2022-1234]
6	7141 South Princeton Avenue -- Disabled Parking Permit Number 123181; [O2022-1235]
6	7625 South Evans Avenue -- Disabled Parking Permit Number 128108; [O2022-1236]
7	4226 West Augusta Boulevard -- Disabled Parking Permit Number 117287; [O2022-733]
7	8206 South Muskegon Avenue -- Disabled Parking Permit Number 128294; [O2022-956]
8	7821 South Cregier Avenue -- Disabled Parking Permit Number 127373; [O2022-4]
8	8424 South Blackstone Avenue -- Disabled Parking Permit Number 127398; [O2022-5]

Ward	Location And Permit Number
8	853 East 87 th Place -- Disabled Parking Permit Number 127136; [O2022-6]
8	7605 South Euclid Avenue -- Disabled Parking Permit Number 126713; [O2022-8]
8	714 East 91 st Place -- Disabled Parking Permit Number 127746; [O2022-10]
8	8225 South Dorchester Avenue -- Disabled Parking Permit Number 128588; [O2022-690]
8	8126 South Bennett Avenue -- Disabled Parking Permit Number 128049; [O2022-693]
8	1423 East 71 st Place -- Disabled Parking Permit Number 128569; [O2022-695]
8	9028 South Woodlawn Avenue -- Disabled Parking Permit Number 125841; [O2022-696]
8	8429 South Crandon Avenue -- Disabled Parking Permit Number 126635; [O2022-697]
8	8218 South Dorchester Avenue -- Disabled Parking Permit Number 128564; [O2022-928]
8	9254 South Euclid Avenue -- Disabled Parking Permit Number 128046; [O2022-929]
8	7528 South Ridgeland Avenue -- Disabled Parking Permit Number 127497; [O2022-941]
9	10021 South LaSalle Street -- Disabled Parking Permit Number 125706; [O2022-964]
9	10554 South Prairie Avenue -- Disabled Parking Permit Number 124344; [O2022-965]
11	730 West 48 th Place -- Disabled Parking Permit Number 128087; [O2022-1129]
11	2626 South Emerald Avenue -- Disabled Parking Permit Number 127546; [O2022-305]

Ward	Location And Permit Number
11	2819 South Keely Avenue -- Disabled Parking Permit Number 126509; [O2022-306]
11	444 West 42 nd Place -- Disabled Parking Permit Number 125991; [O2022-307]
11	322 West 30 th Street -- Disabled Parking Permit Number 128759; [O2022-967]
11	2714 South Emerald Avenue -- Disabled Parking Permit Number 128238; [O2022-968]
11	1446 West Fuller Street -- Disabled Parking Permit Number 127470; [O2022-969]
11	2702 South Princeton Avenue -- Disabled Parking Permit Number 125921; [O2022-970]
11	3120 South Aberdeen Street -- Disabled Parking Permit Number 128832; [O2022-971]
11	3300 South Wallace Street (signs to be posted at 603 West 33 rd Street) -- Disabled Parking Permit Number 128966; [O2022-972]
12	2709 West 22 nd Place -- Disabled Parking Permit Number 128963; [O2022-1059]
12	4030 South Rockwell Street -- Disabled Parking Permit Number 128168; [O2022-1060]
13	5630 South Kildare Avenue -- Disabled Parking Permit Number 129247; [O2022-974]
13	6005 South Mayfield Avenue -- Disabled Parking Permit Number 128214; [O2022-975]
13	6437 South Kostner Avenue -- Disabled Parking Permit Number 128842; [O2022-976]
13	6029 South Melvina Avenue -- Disabled Parking Permit Number 129184; [O2022-977]
13	6339 South Kilpatrick Avenue -- Disabled Parking Permit Number 129294; [O2022-978]

Ward	Location And Permit Number
13	3815 West 66 th Street -- Disabled Parking Permit Number 129296; [O2022-979]
14	4617 South Kedvale Avenue -- Disabled Parking Permit Number 128380; [O2022-983]
14	4949 South Kilpatrick Avenue -- Disabled Parking Permit Number 104558; [O2022-984]
14	5206 South Trumbull Avenue -- Disabled Parking Permit Number 128724; [O2022-985]
14	5209 South Artesian Avenue -- Disabled Parking Permit Number 127922; [O2022-986]
14	4610 South Springfield Avenue -- Disabled Parking Permit Number 129225; [O2022-1289]
16	6453 South Maplewood Avenue -- Disabled Parking Permit Number 127934; [O2022-1063]
16	5829 South Campbell Avenue -- Disabled Parking Permit Number 127512; [O2022-1064]
16	5336 South Paulina Street -- Disabled Parking Permit Number 128178; [O2022-1065]
17	7547 South Paulina Street -- Disabled Parking Permit Number 126155; [O2022-199]
17	7943 South Yale Avenue -- Disabled Parking Permit Number 127105; [O2022-201]
17	8046 South Wentworth Avenue -- Disabled Parking Permit Number 127029; [O2022-202]
17	6514 South Rockwell Street -- Disabled Parking Permit Number 127769; [O2022-211]
17	6944 South Wood Street -- Disabled Parking Permit Number 127737; [O2022-212]
17	7533 South Winchester Avenue -- Disabled Parking Permit Number 127571; [O2022-213]

Ward	Location And Permit Number
17	7039 South Rockwell Street -- Disabled Parking Permit Number 119728; [O2022-214]
17	6925 South Maplewood Avenue -- Disabled Parking Permit Number 126465; [O2022-215]
17	3442 West 74 th Street -- Disabled Parking Permit Number 127507; [O2022-217]
17	7843 South Hermitage Avenue -- Disabled Parking Permit Number 127596; [O2022-218]
17	6536 South Fairfield Avenue -- Disabled Parking Permit Number 126558; [O2022-219]
17	1252 West 73 rd Place -- Disabled Parking Permit Number 108090; [O2022-501]
17	7629 South Marshfield Avenue -- Disabled Parking Permit Number 126572; [O2022-987]
17	1236 West 77 th Street -- Disabled Parking Permit Number 128384; [O2022-988]
17	7636 South Aberdeen Street -- Disabled Parking Permit Number 128339; [O2022-989]
17	7833 South Honore Street -- Disabled Parking Permit Number 126755; [O2022-990]
17	6819 South Honore Street -- Disabled Parking Permit Number 128292; [O2022-991]
18	3821 West 86 th Place -- Disabled Parking Permit Number 127925; [O2022-993]
18	3049 West 83 rd Street -- Disabled Parking Permit Number 128175; [O2022-994]
18	8238 South Francisco Avenue -- Disabled Parking Permit Number 121133; [O2022-997]
18	8658 South Knox Avenue -- Disabled Parking Permit Number 127926; [O2022-998]

Ward	Location And Permit Number
18	3542 West 75 th Place -- Disabled Parking Permit Number 126049; [O2022-1066]
21	321 West 96 th Street -- Disabled Parking Permit Number 125794; [O2022-1083]
21	9121 South Wallace Street -- Disabled Parking Permit Number 128543; [O2022-1084]
21	8131 South Loomis Boulevard -- Disabled Parking Permit Number 128487; [O2022-1085]
21	9134 South Lafayette Avenue -- Disabled Parking Permit Number 128624; [O2022-1086]
21	9330 South Lafin Street -- Disabled Parking Permit Number 128254; [O2022-1087]
21	9211 South Ada Street -- Disabled Parking Permit Number 128753; [O2022-1130]
21	8618 South Throop Street -- Disabled Parking Permit Number 127146; [O2022-1131]
21	9629 South Perry Avenue -- Disabled Parking Permit Number 128012; [O2022-1132]
21	321 West 97 th Street -- Disabled Parking Permit Number 125794; [O2022-999]
23	5612 South Nashville Avenue -- Disabled Parking Permit Number 108156; [O2022-1000]
23	3331 West 60 th Place -- Disabled Parking Permit Number 128169; [O2022-1001]
23	3322 West 60 th Place -- Disabled Parking Permit Number 128928; [O2022-1006]
23	4354 North Sacramento Avenue -- Disabled Parking Permit Number 127251; [O2022-1304]
25	2306 West Cullerton Street -- Disabled Parking Permit Number 128078; [O2022-403]

Ward	Location And Permit Number
25	2133 West 18 th Place -- Disabled Parking Permit Number 128120; [O2022-404]
26	1631 North Keystone Avenue -- Disabled Parking Permit Number 128552; [O2022-1050]
26	864 North Francisco Avenue -- Disabled Parking Permit Number 128688; [O2022-1051]
26	2116 North Kedzie Avenue -- Disabled Parking Permit Number 128143; [O2022-1052]
26	1503 North Karlov Avenue -- Disabled Parking Permit Number 128550; [O2022-1053]
26	3309 West LeMoyne Street -- Disabled Parking Permit Number 128506; [O2022-1054]
26	3713 West Dickens Avenue -- Disabled Parking Permit Number 128476; [O2022-1055]
27	754 North Milwaukee Avenue (signs to be posted at 735 North Aberdeen Street) -- Disabled Parking Permit Number 128105; [O2022-1057]
27	715 North Sawyer Avenue -- Disabled Parking Permit Number 127078; [O2022-1293]
27	1100 North Ridgeway Avenue -- Disabled Parking Permit Number 127738; [O2022-1297]
27	850 North Lawndale Avenue -- Disabled Parking Permit Number 128585; [O2022-1299]
28	2909 West Harrison Street -- Disabled Parking Permit Number 127959; [O2022-1143]
28	4041 West Adams Street -- Disabled Parking Permit Number 128461; [O2022-1145]
30	2852 North Meade Avenue -- Disabled Parking Permit Number 128225; [O2022-1009]
31	4900 West Eddy Street -- Disabled Parking Permit Number 126475; [O2021-3703]

Ward	Location And Permit Number
33	4444 North Sawyer Avenue -- Disabled Parking Permit Number 128769; [O2022-1300]
33	4949 North Drake Avenue -- Disabled Parking Permit Number 12814; [O2022-1301]
33	4911 North Whipple Street -- Disabled Parking Permit Number 128663; [O2022-1302]
33	4916 North Kedzie Avenue -- Disabled Parking Permit Number 126911; [O2022-1303]
33	3252 West Leland Avenue -- Disabled Parking Permit Number 122828; [O2022-1305]
33	3726 North Sacramento Avenue -- Disabled Parking Permit Number 127830; [O2022-1306]
33	3272 North California Avenue -- Disabled Parking Permit Number 126192; [O2022-1307]
33	2918 North Sacramento Avenue -- Disabled Parking Permit Number 128241; [O2022-1308]
33	4841 North Bernard Street -- Disabled Parking Permit Number 125657; [O2022-1309]
33	3834 North Francisco Avenue -- Disabled Parking Permit Number 128507; [O2022-1310]
35	5848 North Artesian Avenue -- Disabled Parking Permit Number 127646; [O2022-1291]
35	5100 North Wolcott Avenue -- Disabled Parking Permit Number 127964. [O2022-1292]

Repeal Of Disabled Permit Parking:

Ward	Location And Permit Number
8	Repeal Disabled Parking Permit Number 105931 at 7621 South Cregier Avenue; [O2022-945]

Ward	Location And Permit Number
8	Repeal Disabled Parking Permit Number 83569 at 6057 West Lawrence Avenue; [O2022-354]
11	Repeal Disabled Parking Permit Number 92794 at 3749 South Lowe Avenue; [O2022-302]
13	Repeal Disabled Parking Permit Number 99617 at 6047 South Merrimac Avenue; [O2022-245]
13	Repeal Disabled Parking Permit Number 119973 at 6522 South Kildare Avenue; [O2022-247]
13	Repeal Disabled Parking Permit Number 127778 at 6146 South Kolmar Avenue; [O2022-981]
13	Repeal Disabled Parking Permit Number 99197 at 7255 South Millard Avenue; [O2022-982]
18	Repeal Disabled Parking Permit Number 121197 at 8241 South Sawyer Avenue; [O2022-995]
23	Repeal Disabled Parking Permit Number 117852 at 5245 South Nordica Avenue; [O2022-1002]
28	Repeal Disabled Parking Permit Number 16063 at 3914 West Monroe Street; [O2022-1144]
30	Repeal Disabled Parking Permit Number 49729 at 5455 West School Street; [O2022-1010]
31	Repeal Disabled Parking Permit Number 121006 at 2737 North Long Avenue; [O2022-1011]
31	Repeal Disabled Parking Permit Number 68252 at 3029 North Linder Avenue; [O2022-1012]
31	Repeal Disabled Parking Permit Number 96028 at 4423 West Deming Place; [O2022-1013]

Ward	Location And Permit Number
39	Repeal Disabled Parking Permit Number 90854 at 4937 North Keeler Avenue; [O2022-1155]
50	Repeal Disabled Parking Permit Number 121697 at 6326 North Albany Avenue. [O2022-1019]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF RESERVED DISABLED PARKING.
[SO2022-1609]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance and order to establish and/or amend 2 percent disabled parking signs on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

On motion of Alderman Burnett, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to establish and/or amend 2 percent disabled parking signs at the below listed locations:

Ward	Location, Distance And Time
27	West Superior Street (north side) from a point 20 feet west of North Sedgwick Street to a point 40 feet west thereof -- at all times -- all days; [O2022-1206]
50	Amend ordinance passed June 25, 2021, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 32052, which reads: "North Whipple Street (east side) from a point 20 feet north of West Peterson Avenue to a point 20 feet north thereof -- disabled parking permit -- 5:30 A.M. to 5:30 P.M. -- Thursday and 5:30 A.M. to 2:00 P.M. -- Friday" by striking the above and inserting: "no parking (except for handicapped) on North Whipple Street (east side) from a point 20 feet north of West Peterson Avenue to a point 20 feet north thereof -- 5:30 A.M. to 5:00 P.M. -- Thursday and 5:30 A.M. to 2:00 P.M. (public benefit)". [Or2022-121]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2022-1605]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and orders to establish and/or amend residential permit parking zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

On motion of Alderman Burnett, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

Ward	Location And Permit Number
1	1601 -- 1647 West Division Street (south side) -- buffer zone; [O2022-1020]
2	1134 -- 1145 North Hoyne Avenue (east and west sides) -- Residential Permit Parking Zone 168 -- at all times -- all days; [O2022-961]
3	South Dearborn Street, from West 37 th Street to West 38 th Street -- Residential Permit Parking Zone 1591 -- at all times -- all days; [O2022-1241]
6	8200 -- 8259 South Wabash Avenue (east and west sides) and 18 -- 34 East 83 rd Street -- Residential Permit Parking Zone 2347 -- 9:00 A.M. to 9:00 P.M. -- all days (including holidays); [O2022-1122]
12	3724 -- 3758 South Maplewood Avenue and 3725 -- 3759 South Maplewood Avenue (east and west sides) -- amend Residential Permit Parking Zone 378 -- at all times -- all days; [O2022-1061]
12	3725 -- 3759 South Maplewood Avenue and 3754 -- 3758 South Maplewood Avenue (east and west sides) -- Repeal Residential Permit Parking Zone 823 -- at all times -- all days; [O2022-1062]
14	5115 -- 5157 South St. Louis Avenue -- Residential Permit Parking Zone 2336 -- at all times -- all days; [Or2022-112]
23	5479 -- 5497 South Hamlin Avenue (east side) from West 55 th Street to the first alley -- amend Residential Permit Parking Zone 1518; [O2022-1003]
23	5758 West 59 th Street (east side) from South Menard Avenue to the first alley -- repeal Residential Permit Parking Zone 1692; [O2022-1004]

Ward	Location And Permit Number
25	South Throop Street (west side) from West Cullerton Street to West 21 st Street -- Residential Permit Parking Zone 2348 -- at all times -- all days; [O2022-915]
25	Amend ordinance which reads: "16 -- 40 North Carpenter Street (west side) from West Madison Street to West Washington Boulevard -- Residential Parking Zone 1924 -- at all times -- all days" by striking the above and inserting: "28 -- 40 North Carpenter Street (west side) from West Madison Street to West Washington Boulevard -- Residential Parking Zone 2235" in lieu thereof; [O2022-958]
25	Amend ordinance which reads: "1100 -- 1158 West Adams Street (north side) and 1101 -- 1159 West Adams Street (south side)" by striking: "1101 -- 1159 West Adams Street (south side)" and "8:00 A.M. to 5:00 P.M. -- Monday through Friday" and by inserting: "1100 -- 1158 West Adams Street (north side) -- 6:00 P.M. to 6:00 A.M. -- all days"; [O2022-1138]
25	946 -- 982 and 943 -- 983 West 18 th Place, from South Sangamon Street to South Morgan Street -- amend Residential Permit Parking Zone 109 -- at all times -- all days by striking: "Zone 109" and adding: "Residential Permit Parking Zone 2349"; [O2022-1140]
25	West 21 st Street, from South Damen Avenue to South Hoyne Avenue -- Residential Permit Parking Zone 2350 -- at all times -- all days; [O2022-1141]
28	3900 -- 4000 West Adams Street (south side) from South Springfield Avenue to South Pulaski Road -- Residential Permit Parking Zone 2339 -- at all times -- all days; [Or2022-43]
31	Amend ordinance which reads: "4104 -- 4183 West Nelson Street -- Residential Permit Parking Zone 1188 -- 6:00 P.M. to 6:00 A.M. -- all days" by striking: "4104" and inserting: "4100" in lieu thereof; [O2022-1298]
35	4100 -- 4159 North Bernard Street (east and west sides) -- amend Residential Permit Parking Zone 114 -- at all times -- all days; [O2021-5353]

Ward Location And Permit Number

49 Amend ordinance which reads: "1200 -- 1444 West Farwell Avenue (west side) and 1201 -- 1445 West Farwell Avenue (east side) -- Residential Permit Parking Zone 56 -- 7:00 A.M. to 9:30 A.M and 4:00 P.M. to 7:00 P.M. -- Monday through Friday" by striking the above and inserting in lieu thereof: "1200 -- 1448 West Morse Avenue (west side) and 1201 -- 1477 West Morse Avenue (east side) -- Residential Permit Parking Zone 56 -- 7:00 A.M. to 9:30 A.M. and 4:00 P.M. to 7:00 P.M. -- Monday through Friday";
[O2022-1101]

49 Amend ordinance which passed June 25, 2014 to include: "1128 -- 1100 West Farwell Avenue (west side) -- Residential Permit Parking Zone 56 -- 7:00 A.M. to 9:30 A.M. and 4:00 P.M. to 7:00 P.M. -- Monday through Friday."
[O2022-1102]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE TOW-AWAY ZONES.
[SO2022-1606]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

On motion of Alderman Burnett, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location
2	1 -- 100 West Division Street (north and south sides) -- no overnight parking/tow-away zone -- 12:00 A.M. to 7:00 A.M. -- all days; 1150 -- 1212 North Dearborn Street (east and west sides) -- no overnight parking/tow-away zone -- 12:00 A.M. to 6:00 A.M.; and 1122 -- 1166 North State Parkway (west side) -- no overnight parking/tow-away zone -- 12:00 A.M. to 6:00 A.M.; [O2022-962]
14	West 52 nd Street (north side) from a point 30 feet east of South Linder Avenue to a point 154 feet east thereof -- no parking except official school personnel only -- 7:00 A.M. to 6:00 P.M. -- school days -- tow-away zone; [O2022-603]
14	Amend ordinance which reads: "4501 -- 4533 West 47 th Street (south side) -- no parking/tow-away zone -- 7:00 A.M. to 9:00 A.M. and 9:00 A.M. to 2:00 P.M. -- Monday through Friday" by striking: "7:00 A.M. to 9:00 A.M. and 9:00 A.M. to 2:00 P.M. -- Monday through Friday" and inserting: "at all times -- all days" in lieu thereof; [O2022-1290]

Ward	Location
14	West 48 th Place (north side) from a point 137 feet east of South St. Louis Avenue to a point 89 feet east thereof -- no parking/tow-away zone -- at all times -- all days; [O2022-1294]
14	West 48 th Place (south side) from South St. Louis Avenue to a point 223 feet east thereof -- no parking/tow-away zone -- at all times -- all days; [O2022-1295]
14	West 48 th Place (north side) from South Christiana Avenue to a point 714 feet west thereof -- no parking/tow-away zone -- 10:00 P.M. to 5:00 A.M. -- all days; [O2022-1296]
25	South Wentworth Avenue (east side) from a point 75 feet south of West Cermak Road to a point 40 feet south thereof -- no parking/tow-away zone -- 2:00 A.M. to 4:00 P.M. -- all days; [O2021-4232]
33	West Irving Park Road (south side) from North Spaulding Avenue to North California Avenue -- no truck parking -- at all times -- all days -- tow-away zone; [O2022-828]
33	West Roscoe Street (south side) from a point 253 feet east of North California Avenue to the Chicago River; also add: "West Roscoe Street (north side) from a point 382 feet east of North California Avenue to the Chicago River -- no parking/tow-away zone -- at all times -- all days (public benefit)"; [O2022-829]
39	Amend ordinance which reads: "West Bryn Mawr Avenue (north and south sides) from a point 750 feet east of North Pulaski Road to North Spaulding Avenue -- no parking of semi-trucks -- tow-away zone" by striking: "north side" and "from a point 750 feet east of North Pulaski Road" and by inserting: "north side" and "from North Pulaski Road" in lieu thereof; [O2022-1207]
50	3200 -- 3232 North Peterson Avenue -- amend: "no parking/tow-away zone -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday" by inserting in lieu thereof: "3200 -- 3232 North Peterson Avenue -- 7:00 A.M. to 5:00 P.M. -- Sunday through Friday". [O2021-3719]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

INSTALLATION AND AMENDMENT OF TRAFFIC WARNING SIGNS.

[SO2022-1607]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and orders to erect and amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

On motion of Alderman Burnett, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to erect and/or amend traffic warning signs and signals, for the following locations as hereby designated:

Ward	Location And Type Of Sign
3	South State Street (east side) from East 26 th Street to East 43 rd Street -- no parking street cleaning -- 7:00 A.M to 9:00 A.M. -- Thursday -- tow-away zone; [O2022-1244]
3	South State Street (east side) from East Roosevelt Road to East 26 th Street -- no parking street cleaning -- 7:00 A.M. to 9:00 A.M. -- Monday -- tow-away zone; [O2022-1245]
3	South Michigan Avenue (west side) from East 35 th Street to East 43 rd Street -- no parking street cleaning -- Wednesday -- 7:00 A.M. to 9:00 A.M. -- tow-away zone; [O2022-1246]
7	East 93 rd Street and South Marquette Road -- "All-Way Stop" sign, stopping all approaches; [O2022-954]
7	East 93 rd Street and South Essex Avenue -- "All-Way Stop" sign, stopping all approaches; [O2022-955]
14	West 54 th Street -- "Stop" sign on the intersection of South Sawyer Avenue; [Or2022-123]
23	5902 -- 5912 South Menard Avenue (west side) -- repeal "No Parking" signs -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday; [O2022-1005]
23	5119 -- 5135 South Kilbourn Avenue (east and west sides) -- repeal one hour parking -- 8:00 A.M. -- 6:00 P.M. -- Monday through Friday; [O2022-1007]
23	Repeal ordinance which reads: "5738 West 59 th Street -- "Stop" sign; [O2022-1088]
35	West Belmont Avenue, between North Central Park Avenue and North Kedzie Avenue (south side) -- repeal rush hour restrictions; [O2022-423]

Ward	Location And Type Of Sign
35	North Pulaski Road, between West Wilson Avenue and West Sunnyside Avenue (east side) -- repeal rush hour restrictions; [O2022-424]
40	West Peterson Avenue (north and south sides) from North California Avenue to North Western Avenue -- repeal parking restrictions -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.; and West Peterson Avenue (south side) from North California Avenue to North Whipple Street -- repeal parking restrictions -- 7:00 A.M. to 9:00 A.M. [Or2021-132]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Failed To Pass -- ESTABLISHMENT OF NO PARKING/TOW-AWAY ZONE ON PORTION OF W. GREGORY ST.

(Adverse Committee Recommendations)

[SO2022-1612]

The Committee on Pedestrian and Traffic Safety submitted a report recommending that the City Council do not pass the proposed ordinance (transmitted with the committee report) relating to the establishment of a no parking/tow-away zone on portion of West Gregory Street.

Alderman Burnett moved to *Concur In* the committee's recommendation. The question in reference to the proposed ordinance thereupon became: "*Shall the proposed ordinance pass, notwithstanding the committee's adverse recommendation?*" and the question being so put, the said proposed ordinance *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The committee report listing said ordinance which failed to pass reads as follows:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety begs leave to recommend that Your Honorable Body *Do Not Pass* the proposed ordinance submitted herewith which was referred to the Committee on Pedestrian and Traffic Safety concerning the establishment of a no parking/tow-away zone on portion of West Gregory Street, as follows:

Ward	Location
40	West Gregory Street (north side) from North Paulina Street to a point 200 feet east thereof -- no parking/tow-away zone -- 7:00 A.M to 4:00 P.M. -- Monday through Friday. Not recommended: request withdrawn by alderman. [O2022-796]

This *Do Not Pass* recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

COMMITTEE ON PUBLIC SAFETY.

AMENDMENT OF SECTION 2-80-040 OF MUNICIPAL CODE REGARDING
EXPERIENCE AND AGE REQUIREMENTS FOR CERTAIN COMMISSIONERS OF
COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.
[O2022-1242]

The Committee on Public Safety submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Public Safety, which held a meeting on Friday, May 20, 2022 by virtual remote means to consider an ordinance amending Municipal Code Section 2-80-040 regarding age requirements for certain commissioners of the Community Commission for Public Safety and Accountability, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by an affirmative vote of all the committee members present for roll call to determine quorum.

Respectfully submitted,

(Signed) CHRIS TALIAFERRO,
Chairman.

On motion of Alderman Sposato, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 2-80-040 of the Municipal Code of the City of Chicago is hereby amended by inserting the language underlined, as follows:

2-80-040 Commission -- Composition And Qualifications.

(Omitted text is unaffected by this ordinance.)

(b) Qualifications. A candidate for Commissioner shall:

(1) be a resident of the City, and have resided in the City for at least the five years immediately preceding appointment;

(2) have at least five years' combined experience in one or more of the following fields: law, public policy, social work, psychology, mental health, public safety, community organizing, civil rights, or advocacy on behalf of marginalized communities;

(3) have adequately disclosed any personal, professional, or financial conflict of interest that could reasonably be thought to bear upon the person's performance as a Commissioner;

(4) have a reputation for integrity, professionalism, and sound judgment;

(5) have a history of leadership and community involvement;

(6) have a demonstrated ability to engage effectively with all who have a stake in policing, including, but not limited to, marginalized communities, police officers, and public officials;

(7) have a demonstrated ability to work in groups in a collaborative manner that reflects sound judgment, independence, fairness, and objectivity;

(8) have not been an employee of the Department, COPA, or the Police Board in any of the five years immediately preceding their appointment; and

(9) not be a member of the Nominating Committee.

At least two Commissioners shall each have at least ten years of experience as a practicing attorney, with significant experience in civil rights, civil liberties, or criminal defense or prosecution. At least one Commissioner shall have at least ten years of experience in community organizing that involves a formal affiliation with one or more community-based organizations. Two Commissioners shall be exempt from the requirements of subsection (b)(2) of this section, and shall be between the ages of 18 and 24 years old (regular Commission) or the ages of 18 and 26 years old (interim Commission) at the time of appointment.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect upon passage and approval, and shall be retroactive to May 1, 2022.

Action Deferred -- AMENDMENT OF SECTION 8-16-020 OF MUNICIPAL CODE REGARDING CURFEW HOURS FOR MINORS.

[O2022-1596]

The Committee on Public Safety submitted the following report which was, on motion of Aldermen Sposato and Mitts, *Deferred* and ordered published:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Public Safety, which held a meeting on Friday, May 20, 2022, by virtual remote means to consider an ordinance amending Chapter 8-16 of the Municipal Code regarding curfew hours for minors, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by an affirmative vote of all the committee members present for roll call to determine quorum.

Respectfully submitted,

(Signed) CHRIS TALIAFERRO,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 8-16-020 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

8-16-020 Curfew Hours For Minors.

(a) Definitions. Whenever used in this section:

(1) "Curfew hours" means:

(A) For minors 12 ~~through 16~~ years of age or older, 10:00 P.M. on any day ~~Sunday, Monday, Tuesday, Wednesday, or Thursday~~ until 6:00 A.M. of the following day; and

(B) For minors younger than 12 years of age, 8:30 P.M. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 A.M. of the following day; and

~~(C) For minors 12 through 16 years of age, 11:00 P.M. on any Friday or Saturday and until 6:00 A.M. of the following day; and~~

~~(D) For minors younger than 12 years of age, 9:00 P.M. on any Friday or Saturday and until 6:00 A.M. of the following day.~~

(Omitted text is unaffected by this ordinance.)

(5) "Minor" means any person under ~~17~~ 18 years of age.

(Omitted text is unaffected by this ordinance.)

(10) "Serious bodily injury" means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement or protracted loss or impairment of the function of any bodily member or organ.

(11) "Ticketed or sponsored event" means a civic, charitable, community-sponsored, neighborhood-sponsored, entertainment, sporting, or other event: (i) organized, promoted, and carried out in full compliance with the City's ordinances, rules, and permit requirements by a not-for-profit entity in good standing with the City, and (ii) that requires a ticket or wristband for admission.

(Omitted text is unaffected by this ordinance.)

(c) Defenses.

(1) It is a defense to prosecution under subsection (b) that the minor was:

(Omitted text is unaffected by this ordinance.)

(H) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or

(I) Married or had been married or is an emancipated minor under the Emancipation of Mature Minors Act, as amended; or

(J) Participating in, or returning home immediately after, a ticketed or sponsored event and has documentary evidence of their attendance at such event, including, but not limited to, a ticket stub or wristband with the event name preprinted on it.

(2) It is a defense to prosecution under subsection (b)(3) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect following due passage and approval.

**COMMITTEE ON SPECIAL EVENTS, CULTURAL AFFAIRS
AND RECREATION.**

EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR EXPANSION OF CHICAGO RIVER NORTH BRANCH WILD MILE FLOATING BOARDWALK AND HABITAT INCLUDING FLOATING GARDENS LOCATED AT W. EASTMAN ST. NORTH TOWARD W. WEED ST.

[O2022-1254]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation, which held a meeting on May 11, 2022 to consider an ordinance for an expenditure of Open Space Impact Fee funds for expansion of Chicago River North Branch Wild Mile Floating Boardwalk and Habitat including floating gardens located at West Eastman Street north toward West Weed Street (O2022-1254), introduced by the Honorable Lori E. Lightfoot, Mayor, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) NICHOLAS SPOSATO,
Chairman.

On motion of Alderman Sposato, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("DPD") has determined that the Fee-Paying Developments built in the Near North Side Community Area have deepened the already significant deficits of open space in the Near North Side Community Area, which deficits were documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997, and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* of the same date; and

WHEREAS, DPD has created open spaces and recreational facilities (the "Wild Mile Floating Boardwalk and Habitat") on the banks and within the waters of the North Branch Canal "Wild Mile" area that is located on both sides of the North Branch Canal of the Chicago River, from approximately the Halsted Street bridge on the south to the North Avenue bridge on the north, all within the Near North Side Community Area (the "Wild Mile Area"); and

WHEREAS, By an ordinance adopted by the City Council on March 28, 2018, the City authorized Open Space Fees in the amount of \$500,000 to fund a framework plan for the creation of the Wild Mile Floating Boardwalk and Habitat ("Framework Plan Funding"); and

WHEREAS, By an ordinance adopted by the City Council on January 15, 2020, the City authorized Open Space Fees in the amount of \$1,400,000 to partially fund the design and construction of the Wild Mile Floating Boardwalk and Habitat ("Floating Boardwalk Part I Funding"); and

WHEREAS, DPD has proposed to expand the existing learning platform and floating gardens that are part of the Wild Mile Floating Boardwalk and Habitat, which are located at West Eastman Street north toward West Weed Street an approximate 400 linear feet, to add an approximate 12,000 square feet of floating gardens (the "Floating Boardwalk Part II Project"); and

WHEREAS, DPD desires, in addition to the Framework Plan Funding and the Floating Boardwalk Part I Funding, to make available Open Space Fees in an amount not to exceed \$1,755,739 for the Floating Boardwalk Part II Project; and

WHEREAS, NeighborSpace, an Illinois not-for-profit corporation, is dedicated to preserving and creating open space; and is partnering with near North Unity Program as their community partner and Urban Rivers as their science partner for the Wild Mile Floating Boardwalk and Habitat project; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific funds set up by DOF for the Near North Side Community Area, in which the Fee-Paying Developments are located and from which the Open Space Fees were collected; and

WHEREAS, DPD has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein through this ordinance; and

WHEREAS, DPD has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees as set forth on Exhibit A will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes described herein.

SECTION 3. The Commissioner of Planning and Development and a designee are each hereby authorized (i) to utilize Open Space Fees for the Floating Boardwalk Part II Project in an amount not to exceed \$1,755,739, and (ii) subject to the approval of the Corporation Counsel as to form and legality, to negotiate, execute and deliver a grant agreement between NeighborSpace and the City (the "Grant Agreement") in substantially the form attached hereto as Exhibit B and made a part hereof and such other supporting documents as may be necessary to carry out and comply with the provisions of the Grant Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Grant Agreement.

SECTION 4. Open Space Fees in the amount of \$1,755,739 from the Near North Side Community Area's Open Space Fees Funds are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be effective as of the date of its passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Description Of Project.

Floating Boardwalk Part II Project.

Address:	A location within the Wild Mile Area where West Eastman Street intersects the North Branch Canal of the Chicago River
PINs:	N/A
Community Areas:	Near North Side
Project Description:	Funds will be to expand the existing learning platform and floating gardens that are part of the Wild Mile Floating Boardwalk and Habitat, which are located at West Eastman Street north toward West Weed Street, an approximate 400 linear feet, to add an approximate 12,000 square feet of floating gardens
Amount of Open Space Fees:	\$1,755,739 from the Near North Side Community Area

*Exhibit "B".
(To Ordinance)*

Grant Agreement With NeighborSpace.

Floating Boardwalk Part II Project.

This grant agreement (this "Agreement") is entered into this _____ day of _____, 2022, between the City of Chicago (the "City"), an Illinois municipal corporation, acting through its Department of Planning and Development ("DPD"), and NeighborSpace, an Illinois not-for-profit corporation ("NeighborSpace"). NeighborSpace and the City are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, NeighborSpace was created as a collaboration among the City, the Chicago Park District and the Forest Preserve District of Cook County, for the purposes of owning, leasing, managing, or holding easements to typically small, open spaces in the City for development and maintenance by neighborhood community and business groups since such open space projects can be more efficiently managed by local groups than by governmental agencies; and

WHEREAS, the City is a municipal corporation and home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, it is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, on April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago, as amended (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, the Department of Planning and Development ("DPD") has determined that the Fee-Paying Developments built in the Near North Side Community Area have deepened the already significant deficits of open space in the Near North Side Community Area, which deficits were documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309-69311 of the Journal of the Proceedings of the City Council (the "Journal") of the same date; and

WHEREAS, the City desires to pay or reimburse NeighborSpace to expand the existing learning platform and floating gardens that are part of the Wild Mile Floating Boardwalk and Habitat, which are located at Eastman St. north toward Weed St. an approximate 400 linear feet, to add an approximate 12,000 sq. ft. of floating gardens (the "Project"); and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific funds set up by DOF for the Near North Side Community Area, in which the Fee-Paying Developments are located and from which the Open Space Fees were collected; and

WHEREAS, DPD desires to provide to NeighborSpace Open Space Fees in amounts not to exceed \$1,755,739 (the "Grant") for the Project; and

WHEREAS, NeighborSpace has partnered with Near North Unity Program as its community partner, and Urban Rivers as its science partner for the Wild Mile Floating Boardwalk and Habitat project; and

WHEREAS, on _____, 2022, the City Council of the City adopted an ordinance published in the Journal for said date commencing on page _____ thereof, among other things, finding that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees and authorizing the Grant subject to certain terms and conditions; and

WHEREAS, under the terms and conditions hereof, the City agrees to make the Grant available to NeighborSpace; and

WHEREAS, the City and NeighborSpace have among their powers and authority the ability to contract with each other to perform the undertakings described herein;

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

TERMS AND CONDITIONS

SECTION 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated into this Agreement and made a part hereof.

SECTION 2. THE GRANT

A. Subject to the provisions set forth in this Agreement, the City will disburse the Grant to pay or reimburse NeighborSpace for all or part of the cost of completing the Project. The Grant must be used exclusively towards completion of the Project. If the Grant should exceed the cost of completing the Project, NeighborSpace must repay any such excess Grant funds to the City.

B. NeighborSpace hereby acknowledges and agrees that the Grant may be used only to pay capital improvement costs as described in Exhibit 1 ("Eligible Costs").

C. NeighborSpace is solely responsible for any fees, costs and expenses in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses.

D. The source of funds for disbursements under this Agreement is Fund Number PS08 131 54 5008 2604 (not to exceed \$1,755,739).

E. NeighborSpace hereby acknowledges and agrees that the City's obligations hereunder are subject in every respect to the availability of the Open Space Fee proceeds. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of Grant funds, then the City will notify NeighborSpace in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

SECTION 3. COVENANTS AND REPRESENTATIONS

NeighborSpace hereby warrants, represents and/or covenants to the City that:

A. NeighborSpace will use the Grant Funds solely for the Project and to pay only for Eligible Costs.

B. NeighborSpace will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the Project, NeighborSpace, or the Grant. Upon the City's request, NeighborSpace will provide evidence of such compliance satisfactory to the City.

C. NeighborSpace agrees that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

D. NeighborSpace has full power and authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all requisite corporate action.

E. Signing, delivery and performance by NeighborSpace of this Agreement does not violate its bylaws, articles of incorporation, resolutions or any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document, including any related to borrowing monies, to which NeighborSpace is party or by which it is bound.

F. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting NeighborSpace that would materially impair its ability to perform under this Agreement.

G. NeighborSpace is not in default on any loan or borrowing that may materially affect its ability to perform under this Agreement.

H. NeighborSpace and all its contractors and subcontractors shall meet labor standards and prevailing wage standards required by federal, state and City laws, regulations and ordinances.

I. NeighborSpace shall maintain and keep in force, at its sole cost and expense, at all times during its existence, insurance in such amounts and of such type as set forth in Section 7 hereof.

J. NeighborSpace shall at all times perform its work in fulfilling NeighborSpace's corporate mission with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

K. NeighborSpace shall comply with all policies issued by the City relating to Illinois not-for-profit corporations and federal tax-exempt entities, as such policies may be modified, amended or supplemented from time to time.

L. NeighborSpace shall maintain title to the Property in perpetuity and shall operate it, or cause it to be operated, as an open public space for such term.

M. It is the duty of NeighborSpace and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of NeighborSpace and any such bidder, proposer, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Code. NeighborSpace represents that it understands and will abide by all provisions of Chapter 2-56 of the Code and that it will inform subcontractors of this provision and require their compliance.

N. [intentionally omitted]

SECTION 4. TERM

The term of this Agreement shall commence on the date hereof and shall expire upon

completion of the Parties' compliance with their respective obligations hereunder or termination of this Agreement according to its terms, whichever occurs first.

SECTION 5. [intentionally omitted]

SECTION 6. DISBURSEMENTS

The City will disburse the Grant funds to NeighborSpace after the City has reviewed and approved a listing of Eligible Costs, in such detail and with such supporting documentation as the City may require.

SECTION 7. INSURANCE

NeighborSpace shall provide and maintain at NeighborSpace's own expense, or cause to be provided during the term of the Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, NeighborSpace shall provide or cause to be provided, Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

4) Professional Liability

When any architects, engineers or professional consultants perform work in connection with this Agreement, NeighborSpace shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000.

B. OTHER REQUIREMENTS

NeighborSpace will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. NeighborSpace shall submit evidence of insurance on the City of Chicago Insurance Certificate Form or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreements have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence required under this Agreement shall not be deemed to be a waiver by the City of any requirements for NeighborSpace to obtain and maintain the specified coverages.

NeighborSpace shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve NeighborSpace of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by NeighborSpace and contractors.

NeighborSpace agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

NeighborSpace expressly understands and agrees that any coverage and limits furnished by NeighborSpace shall in no way limit NeighborSpace's liabilities and responsibilities specified within the Agreement documents or by law.

NeighborSpace expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall not contribute with insurance provided by NeighborSpace under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity in this Agreement given as a matter of law.

NeighborSpace shall require all subcontractors to provide the insurance required herein or NeighborSpace may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements as NeighborSpace is subject to under this Agreement, unless otherwise specified herein.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 8. INDEMNIFICATION

NeighborSpace agrees to indemnify and hold the City, its officials, agents and employees

harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, attorney's fees and court costs suffered or incurred by the City arising from or in connection with this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

SECTION 9. DEFAULT, REMEDIES AND TERMINATION

A. [intentionally omitted]

B. If NeighborSpace, without the City's written consent, fails to complete the Project within 365 days after the date hereof or transfers title to the Project property to a third party after the date hereof, then the City may terminate this Agreement by providing written notice to NeighborSpace. If the City so terminates this Agreement, NeighborSpace shall reimburse the City promptly any amounts received pursuant to this Agreement.

C. If NeighborSpace defaults by failing to perform any of its obligations under this Agreement not described in paragraphs A or B of this Section 9, and does not cure its default as provided in paragraph D of this Section 9, the City may terminate this Agreement and NeighborSpace will repay the City promptly any amounts received pursuant to this Agreement.

D. If NeighborSpace's default is not described in paragraphs A or B of this Section 9, the City will give NeighborSpace 30 days advance written notice of the City's intent to terminate stating the nature of the default. If NeighborSpace does not cure the default within the 30-day notice period, the termination will become effective at the end of the period. With respect to those defaults that are not capable of being cured within the 30-day period, NeighborSpace will not be deemed to be in default if it has begun to cure the default within the 30-day period and thereafter diligently and continuously pursues the cure of the default until cured.

E. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of the agreements contained in this Agreement, or damages for failure of performance, or both.

F. Failure by NeighborSpace or any controlling person (as defined in Section 1-23-010 of the Code) thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Code shall be grounds for termination of this Agreement and the transactions contemplated hereby.

SECTION 10. NO LIABILITY OF OFFICIALS

No elected or appointed official or member or employee or agent of the City shall be charged personally by NeighborSpace or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

SECTION 11. NO BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

Under Section 2-156-030(b) of the Code, 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 official has a business relationship that creates a financial interest, 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. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term financial interest is defined as set forth in Section 2-156-010 of the Code.

Section 2-156-010 defines a "financial interest" as an interest held by an official or employee that is valued or capable of valuation in monetary terms with a current value of more than \$1,000.00, provided that such interest shall not include (1) the authorized compensation paid to an official or employee for any office or employment; (2) a time or demand deposit in a financial institution; or (3) an endowment or insurance policy or annuity contract purchased from an insurance company; or (4) any ownership through purchase at fair market value or inheritance of the shares of a mutual fund corporation, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; or (5) any ownership through purchase at fair market value or inheritance of not more than \$15,000.00 worth of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended. Such interest also shall not include any ownership by a current official or employee through purchase at fair market value or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, and if such ownership existed before November 1, 2012.

SECTION 12. GENERAL CONDITIONS

A. Assignment. This Agreement, or any portion thereof, shall not be assigned by either party without the express prior written consent of the other.

B. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

C. Counterparts. This Agreement may be executed in counterparts and by different parties in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

D. Entire Agreement. This Agreement contains the entire agreement between the City and NeighborSpace and supersedes all prior agreements, negotiation and discussion between them with respect to the Project.

E. Exhibits. Any exhibits to this Agreement will be construed to be an integral part of

this Agreement to the same extent as if the same has been set forth verbatim herein.

F. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof.

G. Inspection and Records. NeighborSpace shall provide the City with reasonable access to its books and records relating to the Project as shall be required by the City and necessary to reflect and disclose fully the amount and disposition of the Grant. Any duly authorized representative of the City shall, at all reasonable times, have access to all portions of the Property where the Project is located. The rights of access and inspection provided in this paragraph shall continue for five years from the later of the expiration or the termination of this agreement

H. Modification. This Agreement may not be modified or amended except by an agreement in writing signed by the parties.

I. Notice. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the address set forth below by any of the following means: (a) personal service; (b) electronic communication, whether by telex, telegram, or fax; (c) overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

To the City: City of Chicago
Department of Planning and Development
Attention: Commissioner
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (Fax)

With copies to: Department of Law
City of Chicago
Attention: Finance and Economic Development Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

To NeighborSpace: NeighborSpace
445 N Sacramento Blvd
Suite 204
Chicago, IL 60612
(773) 826-3127
(773) 442-0299 (Fax)
Attention: Ben Helphand, Executive Director

Any notice, demand or communication 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) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof 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.

J. Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or NeighborSpace shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or NeighborSpace.

K. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

L. Titles and Headings. Titles and headings in this Agreement are inserted for convenience and are not intended to be part of or affect the meaning or interpretation of this Agreement.

M. Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

N. Waiver. Waiver by the City with respect to the breach of this Agreement shall not be considered or treated as a waiver of the rights of the City with respect to any other default or with respect to any particular default except to the extent specifically waived by the City in writing. Any waiver by the City must be in writing. Failure of the City, for any period of time or on more than one occasion, to exercise any remedy available to the City under this Agreement or otherwise shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent event of default. No act of omission or commission of the City, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by the City and then only to the extent specifically recited therein.

O. Executive Order 2011-4. NeighborSpace agrees that NeighborSpace, any person or entity who directly or indirectly has an ownership or beneficial interest in NeighborSpace of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, NeighborSpace's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractors of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (NeighborSpace 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 (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by NeighborSpace, while this Agreement or any Other Contract is executory, (ii) during the term of this Agreement or any Other Contract between NeighborSpace and the City, and/or (iii) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

NeighborSpace represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached NeighborSpace or the date NeighborSpace 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.

NeighborSpace agrees that NeighborSpace shall not: (a) coerce, compel or intimidate NeighborSpace's employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse NeighborSpace's 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.

NeighborSpace 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.

NeighborSpace 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, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If NeighborSpace violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject NeighborSpace's bid.

For purposes of this provision:

"Other Contract" means any other agreement with the City to which NeighborSpace are a party that is (i) formed under the authority of chapter 2-92 of the Code; (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 Code.

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

For purposes of this Section 12(O) only, 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, as marriage is defined under Illinois law; 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: (i) the partners have been residing together for at least 12 months, (ii) the partners have common or joint ownership of a residence, (iii) 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; and (D) a lease for a residence identifying both domestic partners as tenants, and (iv) 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 Code.

P. FOIA and Local Records Act Compliance.

1) FOIA. NeighborSpace acknowledges that the City is subject to the Illinois Freedom of Information Act, 5ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If NeighborSpace receives a request from the City to produce records within the scope of FOIA, then NeighborSpace covenants to comply with such request within 48 hours of the date of such request. Failure by NeighborSpace to timely comply with such request will be a breach of this Agreement.

2) Exempt Information. Documents that NeighborSpace submits to the City during the term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by NeighborSpace to be treated as a trade secret or information that would cause competitive harm, FOIA requires that NeighborSpace mark any such documents as "proprietary, privileged or confidential." If NeighborSpace marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

3) Local Records Act. NeighborSpace acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq., as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, NeighborSpace covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO,
an Illinois municipal corporation

By: _____
Maurice D. Cox
Commissioner of Planning and Development

NEIGHBORSPLACE,
an Illinois not-for-profit corporation

By: _____
Ben Helphand
Executive Director

(Sub)Exhibit 1 referred to in this Grant Agreement with NeighborSpace reads as follows:

(Sub)Exhibit 1.
(To Grant Agreement With NeighborSpace)

Eligible Costs.

Expansion of the existing learning platform and floating gardens that are part of the Wild Mile Floating Boardwalk and Habitat, which are located at West Eastman Street north toward West Weed Street, an approximate 400 linear feet, to add an approximate 12,000 square feet of floating gardens.

Item	Cost
Floating Pathway and Gardens	\$1,100,000.00
Community Planning	155,000.00
Design and Engineering	125,000.00
Project Management	275,739.00
Legal Services	20,000.00
Contingency	80,000.00
Total:	\$1,755,739.00

EXPENDITURE OF ADDITIONAL OPEN SPACE IMPACT FEE FUNDS FOR REIMBURSEMENT OF ENVIRONMENTAL REMEDIATION COSTS ASSOCIATED WITH GARFIELD PARK ECO ORCHARD ON VACANT PARCELS ON W. FIFTH AVE., BETWEEN S. KEDZIE AVE. AND S. MOZART ST. AND AT 3013 W. FIFTH AVE.

[O2022-1253]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation, which held a meeting on May 11, 2022 to consider an ordinance for an expenditure of additional Open Space Impact Fee funds for reimbursement of environmental remediation costs associated with the Garfield Park Eco Orchard on vacant City parcels on West Fifth Avenue, between South Kedzie Avenue and South Mozart Street and at 3013 West Fifth Avenue (O2022-1253), introduced by the Honorable Lori E. Lightfoot, Mayor, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) NICHOLAS SPOSATO,
Chairman.

On motion of Alderman Sposato, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees: (i) be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected; and (ii) be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("DPD") has determined that the Fee-Paying Developments built in the East Garfield Park Community Area have deepened the already significant deficit of open space in that Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997, and adopted by the City Council on May 20, 1998, pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of the same date; and

WHEREAS, DPD has proposed to develop East Garfield Park Community Eco Orchard on vacant City-owned parcels along the northern- and southern-sides of West Fifth Avenue, between South Kedzie Avenue and South Mozart Street in the East Garfield Park Community Area, and on the parcel commonly known as 3013 West Fifth Avenue (Permanent Index Number 16-13-115-009; subject to final title commitment and survey, the "NeighborSpace Parcel"), which is owned by NeighborSpace, an Illinois not-for-profit corporation ("NeighborSpace") (such development, the "Project"); and

WHEREAS, The Project's southern site is being developed through an Intergovernmental Agreement between the City and the Metropolitan Water Reclamation District of Greater Chicago (the "MWRD") dated as of November 5, 2019 (the "MWRD IGA"); and

WHEREAS, NeighborSpace is dedicated to preserving and creating open space; and

WHEREAS, The City previously authorized \$500,000 in Open Space Fees to NeighborSpace for the Garfield Park Eco Orchard in an ordinance published at pages 68047 -- 68050 of the *Journal* on February 28, 2018; and

WHEREAS, The City desires to grant NeighborSpace funds from Open Space Fees to pay or reimburse NeighborSpace for environmental remediation costs for the Project; and

WHEREAS, DPD wishes to make available to NeighborSpace proceeds from the Open Space Fees collected by DOF in a total amount not to exceed \$111,068 from the East Garfield Park Community Area to be used for the Project; and

WHEREAS, DPD has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by DOF for the East Garfield Park Community Area in which the Fee-Paying Developments are located and from which the Open Space Fees were collected; and

WHEREAS, DPD has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein through this ordinance; and

WHEREAS, DPD has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, Article 4 of the MWRD IGA states, in part, that "[p]rior to construction [of the Project] the City shall acquire any temporary or permanent easements, license agreements, or fee simple title as may be necessary for construction, maintenance, and access to the Project. Any property interests acquired by the City must be consistent with the district's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5"; and

WHEREAS, Article 5 of the MWRD IGA, states, in part, that the MWRD shall have the right to inspect the constructed Project, and, subject to the terms of Article 5, to cause Project maintenance to be performed; and

WHEREAS, NeighborSpace is agreeable to granting the City an easement that encumbers the NeighborSpace Parcel for the purposes set forth in Sections 4 and 5 of the MWRD IGA, which easement also shall grant the MWRD and its contractors a right of access for inspection and Project maintenance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes described herein.

SECTION 3. The Commissioner of DPD (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to enter into an agreement with NeighborSpace in connection herewith, containing such terms as the Commissioner deems necessary, and to provide Open Space Fees proceeds from the East Garfield Park Community Area to NeighborSpace in an aggregate amount not to exceed a total of \$111,068 to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fees in the amount of \$111,068 from the East Garfield Park Community Area Open Space Fees Fund are hereby appropriated for the purposes described herein.

SECTION 5. The Commissioner, subject to the approval of the Corporation Counsel as to form and legality, is authorized to accept on behalf of the City an easement from NeighborSpace that encumbers the NeighborSpace Parcel for the construction and maintenance of, and access to, the Project, and which grants the MWRD and its contractors a right of access for inspection and Project maintenance.

SECTION 6. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 7. This ordinance shall be in full force and effect from and after the date of its passage and approval.

EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR ENVIRONMENTAL
CLEAN-UP COSTS IN DEVELOPMENT OF ACCESS POINT PARK AT 1807 -- 1815
N. KIMBALL AVE.

[O2022-1252]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation, which held a meeting on May 11, 2022 to consider an ordinance for expenditure of Open Space Impact Fee funds for environmental clean-up costs in development of an access point park at 1807 -- 1815 North Kimball Avenue (O2022-1252), introduced by the Honorable Lori E. Lightfoot, Mayor, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) NICHOLAS SPOSATO,
Chairman.

On motion of Alderman Sposato, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the City's Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance) in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The City's Department of Planning and Development ("DPD") has determined that the Fee-Paying Developments built in the Humboldt Park and Logan Square Community Areas have deepened the already significant deficit of open space in the Humboldt Park and Logan Square Community Areas, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 and appearing on pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* of the same date; and

WHEREAS, DPD desires to use Open Space Fees to pay for certain environmental clean-up costs in relation to the future development of an access point park for the 606/Bloomingdale Trail at the 606 Kimball clean-up site located at 1807 -- 1815 North Kimball Avenue in Chicago, Illinois, which is located in the Logan Square Community Area and contiguous to the Humboldt Park Community Area (the "Project"); and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the Open Space Fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous community area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that the use of the Open Space Fees to assist the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the Project will come from the specific funds set up by DOF for the corresponding Community Areas in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, DPD has recommended that the City Council approve the use of the Open Space Fees for the purposes through this ordinance; and

WHEREAS, DPD has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees.

SECTION 3. Open Space Fees in an amount not to exceed \$117,747 from the Humboldt Park Community Area and Open Space Fees in an amount not to exceed \$563,482 from the Logan Square Community Area, which total \$681,229 in the aggregate, are hereby appropriated to DPD for the Project.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

GRANT OF PRIVILEGE IN PUBLIC WAY FOR CHICAGO KALBI, INC.

[O2022-1255]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for a grant of privilege for Chicago Kalbi, Inc. to maintain and use one (1) sign over the public right-of-way adjacent to its premises known as 3752 West Lawrence Avenue. This ordinance was referred to the committee on April 27, 2022.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,
Chairman.

On motion of Alderman Brookins, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Chicago Kalbi, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3752 West Lawrence Avenue. Said sign structure measures as follows: along West Lawrence Avenue, at four (4) feet in length, four (4) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number BACP1125395 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

RELEASE OF RESTRICTIVE USE COVENANT RELATED TO VACATION OF
PUBLIC ALLEY WITHIN AREA BOUNDED BY W. HUBBARD ST., N. MORGAN ST.,
W. KINZIE ST. AND N. CARPENTER ST.

[O2022-1166]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for a release of restrictive use covenant regarding a vacation of the public alley within the area bounded by West Hubbard Street, North Morgan Street, West Kinzie Street and North Carpenter Street, located in the 27th Ward. This ordinance was referred to the committee on April 27, 2022.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,
Chairman.

On motion of Alderman Brookins, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, On September 29, 2004, the City Council of the City of Chicago ("City Council") passed a certain ordinance (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 32268 through 33373), (referred to herein as the "Vacation Ordinance"), which Vacation Ordinance provided for an industrial program ("Industrial Program") alley vacation ("Vacation") of all the east/west 12-foot public alley in the block bounded by North Morgan Street, North Carpenter Street, West Hubbard Street and West Kinzie Street ("Subject Property"), known previously as CDOT File Number 08-27-04-2777 for LaSalle Bank National Association, formerly known as LaSalle National Bank, as trustee,

Trust Number 111789 (the beneficiary of such trust was Ansley Management Company, Inc.); and

WHEREAS, The Vacation Ordinance provided that the Vacation of the Subject Property was conditioned upon the recording of a restrictive use covenant running with the land ("Restrictive Use Covenant"), that required the Subject Property be used only for "manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only, and for those structures and additional uses which are reasonably necessary to permit such manufacturing use including the location of necessary facilities, storage, employee and customer parking, and other similar uses and facilities"; and

WHEREAS, The Restrictive Use Covenant was recorded on March 23, 2005, with the Office of the Cook County Recorder of Deeds as Document Number 0508227137, and is attached hereto as Exhibit A; and

WHEREAS, The Vacation Ordinance was recorded on March 23, 2005, with the Office of the Cook County Recorder of Deeds as Document Number 0508227136, and is attached hereto as Exhibit B; and

WHEREAS, Section 5 of the Vacation Ordinance sets forth that the Restrictive Use Covenant "may be released or abandoned by the City only upon approval of the City Council which may condition its approval upon the payment of such additional compensation which it deems to be equal to the benefits accruing because of the vacation of the public way with restrictions on its use"; and

WHEREAS, Chicago 413 Carpenter LLC, an Illinois limited liability company ("Developer"), is the current beneficial titleholder of the Subject Project; and

WHEREAS, The Developer intends to use and assemble the Subject Property and surroundings for potential residential or commercial development, and has thus requested a release of the Restrictive Use Covenant under current CDOT File Number 08-27-22-4000; and

WHEREAS, The City, upon due investigation and consideration, has determined that the public interest now warrants a release of the Restrictive Use Covenant reserved in Section 5 of the Vacation Ordinance for the payment of such additional compensation which it deems to be equal to the benefits accruing to the Developer because of the release of the Restrictive Use Covenant; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The recitals above are incorporated herein.

SECTION 2. The release of the Restrictive Use Covenant, in its entirety, appearing in Section 5 of the Vacation Ordinance is hereby approved upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Developer

shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the Developer the amount of Three Hundred Thousand and no/100 Dollars (\$300,000.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The release of the Restrictive Use Covenant herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Developer shall file or cause to be filed with the Cook County Clerk/Recordings Division a certified copy of this ordinance.

SECTION 4. The Commissioner of the Department of Transportation is hereby authorized to execute, subject to the approval of the Corporation Counsel, a Release of Restrictive Use Covenant, in substantially the form attached as Exhibit C, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Release of Restrictive Use Covenant, with such changes, deletions and insertions as shall be approved by the persons executing the Release of Restrictive Use Covenant.

SECTION 5. 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 6. This ordinance shall take effect upon its passage and publication.

Release of Restrictive Use
Covenant Approved:

(Signed) Gia Biagi
Commissioner,
Department of Transportation

Introduced By:

(Signed) Walter Burnett, Jr.
Alderman, 27th Ward

CDOT File:

08-27-22-4000

Exhibits "A", "B" and "C" referred to in this ordinance read as follows:

*Exhibit "A".
(To Ordinance)*

Recorded Restrictive Use Covenant.



Doc#: 0608227137
Eugene "Gene" Moore Fee: \$52.50
Cook County Recorder of Deeds
Date: 03/23/2005 03:33 PM Pg: 1 of 16



RESTRICTIVE COVENANT

~~LaSalle Bank National Association~~ formerly
known as

WHEREAS, the LaSalle National Bank, as trustee, Trust Number 111789 (beneficiary, The Ansley Management Company, Inc.) ("Owner"), hold legal title to certain parcels of real property ("Abutting Property") which are located at 413 to 419 North Carpenter Street and 412 to 418 North Morgan Street, also, properties located at 1000 to 1014 West Kinzie Street; and 1016 to 1024 West Kinzie Street, located in the County of Cook, State of Illinois, and which are currently used, in part, for the manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only, and for those structures and additional uses which are reasonably necessary to permit such manufacturing use including the location of necessary facilities, storage, employee and customer parking, and other similar uses and facilities; and

WHEREAS, on September 29, 2004, the City Council of the City of Chicago approved an ordinance (C.J. pp. 32268-72), a copy of which is attached as Exhibit A and which is hereby

incorporated ("Ordinance") which Ordinance provided for the vacation of all of the east-west 12 foot public alley in the block bounded by North Carpenter Street, West Hubbard Street North Morgan Street and West Kinzie Street (hereinafter referred to as "Subject Premises"), the Subject Premises being more particularly described in Exhibit A which is attached and incorporated; and

WHEREAS, the vacation provided in the Ordinance is conditioned upon the execution and recording by the Owner of a restrictive covenant running with the land that provides that the Subject Premises shall be used only for manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only, and for those structures and additional uses which are reasonably necessary to permit such manufacturing use including the location of necessary facilities, storage, employee and customer parking, and other similar uses and facilities;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PASSAGE AND APPROVAL OF THE VACATION ORDINANCE AND THE VESTING OF TITLE IN THE OWNER, WITHOUT THE REQUIREMENT THAT THE OWNER PAY COMPENSATION TO THE CITY, THE OWNER DOES HEREBY AGREE WITH AND COVENANT TO THE CITY OF CHICAGO AS FOLLOWS:

1. **USE.** The Owner hereby covenants to the City of Chicago that the above-described Subject Premises shall not be used for any use or purpose other than those which are

set forth in Exhibit B, which is attached and incorporated, and for those uses and purposes which are accessory to such activities, including, but not limited to, the location of necessary and appropriate offices and facilities, storage, employee and customer parking and other similar uses and facilities. The consideration for such covenant, which is deemed and agreed to be valuable and sufficient, is the vacation by the City of Chicago of the Subject Premises for the benefit of Owner without the requirement that the Owner pay compensation to the City.

2. **COVENANT TO RUN WITH THE LAND AND TERM THEREOF.** The burdens of the covenant herein contained shall run with the Subject Premises. The benefits of such covenant shall be deemed in gross to the City of Chicago, its successors and assigns. The covenant shall be binding on the Owner, its successors and assigns, and shall be enforceable by the City, its successors and assigns. The covenant may be released or abandoned only upon approval of the City Council of the City of Chicago which may condition its approval upon the payment of such additional compensation by the Owner or any persons claiming under the Owner, which said City Council of the City of Chicago deems to be equal to the benefits accruing because of the release or abandonment of the covenant.

3. **VIOLATION OF RESTRICTIONS.**

(a) Reversion. In the event that the Owner causes or permits a violation of a restriction contained herein, the City of Chicago may serve the Owner with a

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LaSalle Bank National Association formerly
known as

LASALLE NATIONAL BANK, AS
TRUSTEE, TRUST NUMBER 111789 ~~and not personally~~
(Beneficiary, Ansley Management Company, Inc.)

By: *Stephen E. Murdock*

Its: Trust Officer

ANSLEY MANAGEMENT COMPANY, INC.

[Signature]
ACCEPTED:

[Signature]
Commissioner of Transportation *SN*

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Assistant Corporation Counsel

This instrument is executed by the undersigned and Trustee not personally but solely as Trustee in exercise of the power and authority conferred upon and by such Trustee. It is expressly understood that no such Trustee, its indemnities, representatives, agents, or assignees, or agreements hereof, shall be held responsible for any undertakings or agreements hereof of the Trustee or for any personal liability assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

(Sub)Exhibits "A" and "B" referred to in this Recorded Restrictive Use Covenant read as follows:

(Sub)Exhibit "A"
(To Recorded Restrictive Use Covenant)

Vacation Ordinance.

EXHIBIT A - VACATION ORDINANCE



The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has experienced a significant loss of industry and jobs in recent years, accompanied by a corresponding erosion of its tax base, due in part to industrial firms' inability to acquire additional property needed for their continued viability and growth; and

WHEREAS, Many firms adjoin streets and alleys that are no longer required for public use and might more productively be used for plant expansion and

modernization, employee parking, improved security, truck loading areas or other industrial uses; and

WHEREAS, The City would benefit from the vacation of these streets and alleys by reducing City expenditures on maintenance, repair and replacement; by reducing fly dumping, vandalism and other criminal activity; and by expanding the City's tax base; and

WHEREAS, The City can strengthen established industrial areas and expand the City's job base by encouraging the growth and modernization of existing industrial facilities through the vacation of public streets and alleys for reduced compensation; and

WHEREAS, The properties at 413 to 419 North Carpenter Street and the properties at 412 to 418 North Morgan Street are owned by the LaSalle National Bank, as trustee, Trust Number 111789 (beneficiary of the trust is Ansley Management Company, Inc.); and

WHEREAS, The properties and the properties at 1000 to 1014 West Kinzie Street are owned by Paul Klein and Klein Partnership of the City of Chicago, County of Cook, State of Illinois, which have quitclaim deeded their title and interest for their half of the alley to the LaSalle National Bank, as trustee, Trust Number 111789; and

WHEREAS, The properties at 1016 to 1024 West Kinzie Street are owned by Washington/Hulsted L.L.C. which has quitclaim deeded its title and interest for its half of the alley to the LaSalle National Bank, as trustee, Trust Number 111789; and

WHEREAS, The Ansley Management Company, Inc. employs a total of nineteen (19) employees; eighteen (18) full-time people and one (1) part-time person in government contracting and distribution; and

WHEREAS, The Ansley Management Company, Inc. proposes to use the alley herein vacated for parking and green space (landscaped and developed) and other such uses which are reasonably necessary therefore; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley, described in the following ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. All the east/west 12 foot public alley lying south of the south line of Lots 5 and 12, lying north of the north line of Lots 6 to 11, both inclusive, lying

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east of a line drawn from the southeast corner of Lot 5 to the northeast corner of Lot 6, lying east of a line drawn from the northwest corner of Lot 11 to the southwest corner of Lot 12 in Block 5 in Ogden's Addition to Chicago (part of the northeast quarter) of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and lying south of the south line of the vacated north/south 18 foot alley vacated by ordinance approved September 26, 1989 by the City Council of the City of Chicago and recorded November 3, 1989 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 89-524042, said south line being described in the last recorded document as public alley herein, said public alley vacated hereby being further described as all of the east/west 12 foot public alley in the block bounded by North Carpenter Street, West Hubbard Street, North Morgan Street and West Kinzie Street as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves the public alley as herein vacated, as a right-of-way for existing city electrical facilities, and for the maintenance, renewal and reconstruction of said facilities or the construction of additional municipally-owned electrical facilities. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal and reconstruction of said facilities or the construction of additional municipally-owned service facilities.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison and SBC, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires, and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over and along the public alley as herein vacated, with the right of ingress and egress.

SECTION 4. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the LaSalle National Bank, as trustee, Trust Number 111789, shall deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the alley hereby vacated similar to the sidewalk and curb

along the east side of North Carpenter Street and along the west side of North Morgan Street between West Hubbard Street and West Kinzie Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 5. The Commissioner of Transportation is hereby authorized to accept, subject to the approval of the Corporation Counsel as to form and legality, and on behalf of the City of Chicago, the benefits of a covenant or similar instrument restricting the use of the public way vacated by this ordinance to the manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only and for those structures and additional uses which are reasonably necessary to permit such manufacturing use, including, the location of necessary facilities, storage, employee and customer parking, and similar other uses and facilities. Such covenant shall be enforceable in law or in equity and shall be deemed to provide for reconveyance of the property to the city upon substantial breach of the terms and conditions thereof. The benefits of such covenant shall be deemed in gross to the City of Chicago, its successors and assigns, and the burdens of such covenant shall run with and burden the public way vacated by this ordinance. The covenant may be released by the City only upon approval of the City Council which may condition its approval upon the payment of such compensation which it deems to be equal to the benefits accruing because of the vacation of the public way with restrictions on its use.

SECTION 6. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the LaSalle National Bank, as trustee, Trust Number 111789, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a redevelopment agreement complying with Section 5 of this ordinance, approved by the Corporation Counsel, and an attached drawing approved by the Superintendent of Maps.

SECTION 7. This ordinance shall take effect and be in force from and after its passage.

{Drawing and legal description referred to in this ordinance
printed on page 32273 of this Journal.}

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Ordinance associated with this drawing and legal description
printed on pages 32270 through 32272
of this *Journal*.

"A"

Ogden's Addition to Chicago (Part of N.E. 1/4) of Section 8-39-14.

"B"

Vacated by Ordinance Passed September 13, 1989.
Rec. Nov. 3, 1989

Doc.# 89524042

Dr. No. 8-27-04-2777

Note: This Alley is being vacated under the
Industrial Street and Alley Vacation Program.

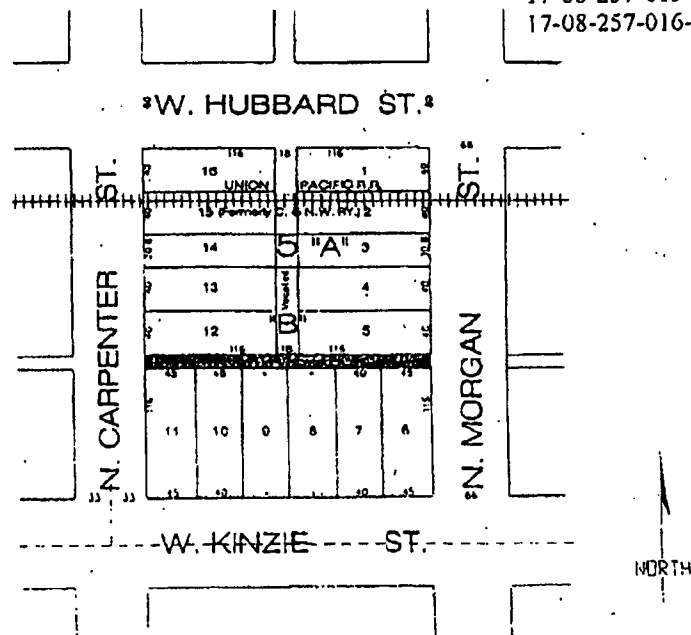
17-08-257-003-0000

17-08-257-008-0000

17-08-257-014-0000

17-08-257-015-0000

17-08-257-016-0000



STATE OF ILLINOIS,
County of Cook. ss.

I, JAMES J. LASKI, City Clerk of the City of Chicago in the County of Cook and State of Illinois, DO HEREBY CERTIFY that the annexed and foregoing is a true and correct copy of that certain ordinance now on file in my office of a vacation of public alley in block bounded by North Carpenter Street, West Hubbard Street, North Morgan Street and West Kinzie Street.

I DO FURTHER CERTIFY that the said ordinance was passed by the City Council of the said City of Chicago on the twenty-ninth (29th) day of September, 2004 and deposited in my office on the twenty-ninth (29th) day of September, 2004.

I DO FURTHER CERTIFY that the vote on the question of the passage of the said ordinance by the said City Council was taken by yeas and nays and recorded in the Journal of the Proceedings of the said City Council, and that the result of said vote so taken was as follows, to wit:

Yeas 48, Nay 0.

I DO FURTHER CERTIFY that the said ordinance was delivered to the Mayor of the said City of Chicago after the passage thereof by the said City Council, without delay, by the City Clerk of the said City of Chicago, and that the said Mayor failed to return the said ordinance to the said City Council with his written objections thereto at the next regular meeting of the said City Council occurring not less than five (5) days after the passage of the said ordinance.

I DO FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Chicago aforesaid, at the said City, in the County and State aforesaid, this eighth (8th) day of March, 2005.

[L.S.]


JAMES J. LASKI, City Clerk

(Sub)Exhibit "B".
(To Recorded Restrictive Use Covenant)

Permitted Uses.

1. Manufacturing, production, processing, assembly, fabricating, cleaning, servicing and repair of materials, goods or products, including but not limited to the following:
 - a. Food and Kindred Products
 - b. Tobacco Products
 - c. Apparel and Other Textile Products
 - d. Lumber and Wood Products
 - e. Furniture and Fixtures
 - f. Paper and Allied Products
 - g. Printed and Published Products
 - h. Chemicals and Allied Products
 - i. Petroleum and Coal Products
 - j. Rubber and Miscellaneous Plastics
 - k. Leather and Leather Products
 - l. Stone, Clay and Glass Products
 - m. Primary Metals
 - n. Fabricated Metal Products
 - o. Industrial Machinery and Equipment
 - p. Electronic and Electric Equipment
 - q. Transportation Equipment
 - r. Instruments and Related Products
 - s. Scrap Metals
2. Transportation and wholesale trade, as distinguished from retail trade, of the materials, goods or products listed above.
3. Research and development of prototypes and processes related to the activities listed above.

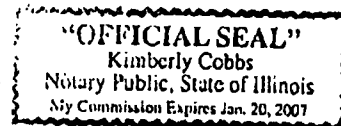
h:covenant.4038

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
 HEREBY CERTIFY that KATHLEEN E. SHIELDS personally known to me to
 be the Trust Officer of LaSalle National Bank, as Trustee, Under Trust
 Agreement No.111789, who is 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 acknowledged
 that as such Trust Officer he/she signed and delivered the said
 instrument, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of April, 2004.

Kimberly Cobbs
 Notary Public



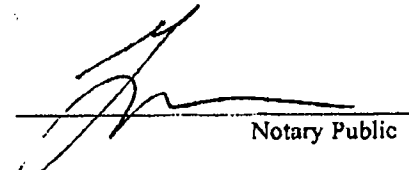
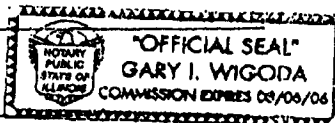
My commission expires Jan. 20, 2007.

Prepared by and when recorded, return to:
 Andrea Yoo
 Assistant Corporation Counsel
 30 North LaSalle Street
 Room 1610, City Hall
 Chicago, Illinois 60602
 312/744-1826

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that James R. Fleming, 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 acknowledged that as such President he/she signed and
delivered the said instrument, as President as aforesaid, for the uses and
purposes therein set forth.

GIVEN under my hand and notarial seal this 16 day of March, 2008.


Notary Public
My commission expires _____


Prepared by and when recorded, return to:
Andrea Yao
Assistant Corporation Counsel
30 North LaSalle Street
Room 1610, City Hall
Chicago, Illinois 60602
312/742-1826

Exhibit "B".
(To Ordinance)

Recorded Vacation Ordinance.



Doc#: 0508227135
Eugene "Gene" Moore Fee: \$70.00
Cook County Recorder of Deeds
Date: 03/23/2005 03:32 PM Pg: 1 of 8

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has experienced a significant loss of industry and jobs in recent years, accompanied by a corresponding erosion of its tax base, due in part to industrial firms' inability to acquire additional property needed for their continued viability and growth; and

WHEREAS, Many firms adjoin streets and alleys that are no longer required for public use and might more productively be used for plant expansion and



RECORDING FEE 70-
DATE 3-23-05 COPIES 6
OK BY [Signature]

Sp

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modernization, employee parking, improved security, truck loading areas or other industrial uses; and

WHEREAS, The City would benefit from the vacation of these streets and alleys by reducing City expenditures on maintenance, repair and replacement; by reducing fly dumping, vandalism and other criminal activity; and by expanding the City's tax base; and

WHEREAS, The City can strengthen established industrial areas and expand the City's job base by encouraging the growth and modernization of existing industrial facilities through the vacation of public streets and alleys for reduced compensation; and

WHEREAS, The properties at 413 to 419 North Carpenter Street and the properties at 412 to 418 North Morgan Street are owned by the LaSalle National Bank, as trustee, Trust Number 111789 (beneficiary of the trust is Ansley Management Company, Inc.); and

WHEREAS, The properties and the properties at 1000 to 1014 West Kinzie Street are owned by Paul Klein and Klein Partnership of the City of Chicago, County of Cook, State of Illinois, which have quitclaim deeded their title and interest for their half of the alley to the LaSalle National Bank, as trustee, Trust Number 111789; and

WHEREAS, The properties at 1016 to 1024 West Kinzie Street are owned by Washington/Halsted L.L.C. which has quitclaim deeded its title and interest for its half of the alley to the LaSalle National Bank, as trustee, Trust Number 111789; and

WHEREAS, The Ansley Management Company, Inc. employs a total of nineteen (19) employees; eighteen (18) full-time people and one (1) part-time person in government contracting and distribution; and

WHEREAS, The Ansley Management Company, Inc. proposes to use the alley herein vacated for parking and green space (landscaped and developed) and other such uses which are reasonably necessary therefore; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley, described in the following ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. All the east/west 12 foot public alley lying south of the south line of Lots 5 and 12, lying north of the north line of Lots 6 to 11, both inclusive, lying

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east of a line drawn from the southeast corner of Lot 5 to the northeast corner of Lot 6, lying east of a line drawn from the northwest corner of Lot 11 to the southwest corner of Lot 12 in Block 5 in Ogden's Addition to Chicago (part of the northeast quarter) of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and lying south of the south line of the vacated north/south 18 foot alley vacated by ordinance approved September 26, 1989 by the City Council of the City of Chicago and recorded November 3, 1989 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 89-524042, said south line being described in the last recorded document as public alley herein, said public alley vacated hereby being further described as all of the east/west 12 foot public alley in the block bounded by North Carpenter Street, West Hubbard Street, North Morgan Street and West Kinzie Street as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves the public alley as herein vacated, as a right-of-way for existing city electrical facilities, and for the maintenance, renewal and reconstruction of said facilities or the construction of additional municipally-owned electrical facilities. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal and reconstruction of said facilities or the construction of additional municipally-owned service facilities.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison and SBC, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires, and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over and along the public alley as herein vacated, with the right of ingress and egress.

SECTION 4. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the LaSalle National Bank, as trustee, Trust Number 111789, shall deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the alley hereby vacated similar to the sidewalk and curb

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along the east side of North Carpenter Street and along the west side of North Morgan Street between West Hubbard Street and West Kinzie Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 5. The Commissioner of Transportation is hereby authorized to accept, subject to the approval of the Corporation Counsel as to form and legality, and on behalf of the City of Chicago, the benefits of a covenant or similar instrument restricting the use of the public way vacated by this ordinance to the manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only and for those structures and additional uses which are reasonably necessary to permit such manufacturing use, including, the location of necessary facilities, storage, employee and customer parking, and similar other uses and facilities. Such covenant shall be enforceable in law or in equity and shall be deemed to provide for reconveyance of the property to the city upon substantial breach of the terms and conditions thereof. The benefits of such covenant shall be deemed in gross to the City of Chicago, its successors and assigns, and the burdens of such covenant shall run with and burden the public way vacated by this ordinance. The covenant may be released by the City only upon approval of the City Council which may condition its approval upon the payment of such compensation which it deems to be equal to the benefits accruing because of the vacation of the public way with restrictions on its use.

SECTION 6. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the LaSalle National Bank, as trustee, Trust Number 111789, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a redevelopment agreement complying with Section 5 of this ordinance, approved by the Corporation Counsel, and an attached drawing approved by the Superintendent of Maps.

SECTION 7. This ordinance shall take effect and be in force from and after its passage.

[Drawing and legal description referred to in this ordinance
printed on page 32273 of this *Journal*.]

Permit # 508265990

Received Date: Mar 23, 2005 11:24:43

**ANSLEY BUSINESS MATERIALS OF CHICAGO,
INC.****413 N. CARPENTER STREET
CHICAGO, IL 60622****City of Chicago
Department of Transportation
(312) 744-4652****GARY WIGODA 312-263-3000****ACTIVITY HOURS**See **RESTRICTIONS** for permitted hours**DATES****Mar 23, 2005 through Dec 31, 2005****ACTIVITIES****Alley/Street Vacation:**

An ordinance has been approved to Vacate the Alley.

Office of Underground Coordination Number (OUC): 28203
Maps and Plats Project Number: 8-27-04-2777

Application (Case) Tracking Number: 03-002871

proposed alley vacation 4th ward for ansley business materials of chicago east west alley
bounded by west kinzie street, north morgan street, west hubbard street, and north
carpenter street.**Restrictions:**

1. A copy of the permit must remain on-site for inspector's review.
2. Permit fees must be paid within 24 hours of the date of issuance. Failure to pay will result in the immediate cancellation of the permit. Monthly billing accounts are not applicable.

5/23/2022

REPORTS OF COMMITTEES

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ACTIVITY	TRANSACTION	AMOUNT	CAPS
Alley/Street Vacation	Fee for Activity	\$ 2,749.00	100-84-2030-4710

Total Fees: \$ 2,749.00

Grand Total Fees: \$ 2,749.00

EFFECTIVE DATES OF PERMIT

Current: Mar 23, 2005 through Dec 31, 2005 (Input date: Mar 23, 2005 11:24:43 a.m.)

END OF PERMIT

9/29/2004

REPORTS OF COMMITTEES

32273

Ordinance associated with this drawing and legal description
printed on pages 32270 through 32272
of this Journal.

"A"

Ogden's Addition to Chicago (Part of N.E. 1/4) of Section 8-39-14.

"B"

Vacated by Ordinance Passed September 13, 1989.
Res. Nov. 3, 1989

Doc. # 89524042

Dr. No. 8-27-04-2777

17-08-257-003-0000

17-08-257-008-0000

17-08-257-014-0000

17-08-257-015-0000

17-08-257-016-0000

Note: This Alley is being vacated under the
Industrial Street and Alley Vacation Program.

I DO NOT FIND ANY DELINQUENT TAXES UNPAID
CURRENT CURRENT TAXES UNPAID
OR UNPAID TAXES UNPAID
STREETS AND ALLEYS SUBJECT TO THE ABOVE PLAT.

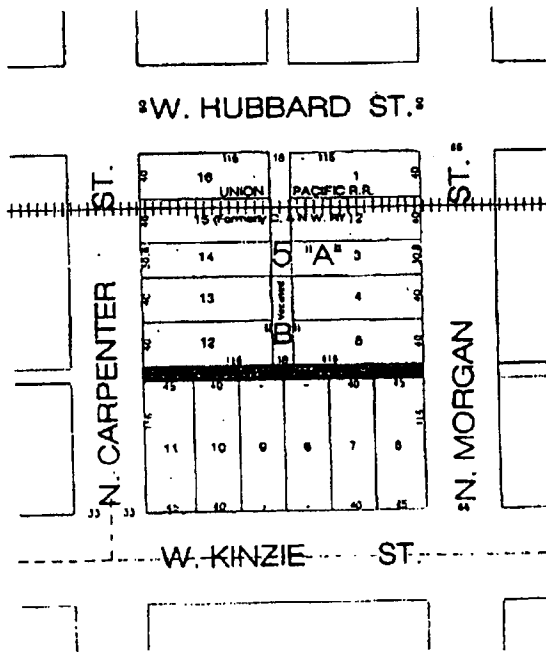
COUNTY CLERK

DATE 3-9-2005

I FIND NO DEFERRED INSTALLMENTS OF
OUTSTANDING UNPAID SPECIAL ASSESSMENTS
DUE AGAINST THE LAND INCLUDED IN THE
ABOVE PLAT

DEPT. OF REVENUE - CHICAGO
BY *Donna M. Doyle*

3/10/05



CITY OF CHICAGO
APPROVED
Lawrence T. Javorek
Superintendent of Maps
March 23, 2005
EXAMINER
OF
COOK SUBDIVISIONS
COUNTY - ILLINOIS

NORTH

5/23/2022

REPORTS OF COMMITTEES

47897

STATE OF ILLINOIS,
County of Cook. ss.

I, JAMES J. LASKI, City Clerk of the City of Chicago in the County of Cook and State of Illinois, DO HEREBY CERTIFY that the annexed and foregoing is a true and correct copy of that certain ordinance now on file in my office of a vacation of public alley in block bounded by North Carpenter Street, West Hubbard Street, North Morgan Street and West Kinzie Street.

I DO FURTHER CERTIFY that the said ordinance was passed by the City Council of the said City of Chicago on the twenty-ninth (29th) day of September, 2004 and deposited in my office on the twenty-ninth (29th) day of September, 2004.

I DO FURTHER CERTIFY that the vote on the question of the passage of the said ordinance by the said City Council was taken by yeas and nays and recorded in the Journal of the Proceedings of the said City Council, and that the result of said vote so taken was as follows, to wit:


Yeas 48. Nays 0.

I DO FURTHER CERTIFY that the said ordinance was delivered to the Mayor of the said City of Chicago after the passage thereof by the said City Council, without delay, by the City Clerk of the said City of Chicago, and that the said Mayor failed to return the said ordinance to the said City Council with his written objections thereto at the next regular meeting of the said City Council occurring not less than five (5) days after the passage of the said ordinance.

I DO FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Chicago aforesaid, at the said City, in the County and State aforesaid, this eighth (8th) day of March, 2005.

[L.S.]


JAMES J. LASKI, City Clerk

Gary W16000
444 N. Michigan
26th FL
Chicago, IL 60611

Exhibit "C".
(To Ordinance)

Form Of Release Of Restrictive Use Covenant.

(The Above Space For Recorder's Use Only)

CITY OF CHICAGO, an Illinois municipal corporation ("City"), pursuant to an ordinance passed by the City Council of the City on September 29, 2004 ("Vacation Ordinance"), which Vacation Ordinance was recorded on March 23, 2005 with the Office of the Cook County Recorder of Deeds as Document Number 0508227136, and is attached hereto as **Exhibit 1**, and provided for an industrial program ("Industrial Program") alley vacation ("Vacation") of all the east-west 12 foot public alley in the block bounded by N. Carpenter Street, N. Morgan Street, W. Hubbard Street and W. Kinzie Street ("Subject Property"), as legally described on **Exhibit 2** attached hereto

The Vacation Ordinance provided that the Vacation of the Subject Property was conditioned upon the recording of a restrictive use covenant running with the land ("Restrictive Use Covenant"), that required the Subject Property "be used only for manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only, and for those structures and additional uses which are reasonably necessary to permit such manufacturing use including the location of necessary facilities, storage, employee and customer parking, and other similar uses and facilities."

The Restrictive Use Covenant was recorded on March 23, 2005 with the Office of the Cook County Recorder of Deeds as Document Number 0508227137, and is attached hereto as **Exhibit 3**.

Section 5 of the Vacation Ordinance sets forth that the Restrictive Use Covenant "may be released or abandoned by the City only upon approval of the City Council which may condition its approval upon the payment of such additional compensation which it deems to be equal to the benefits accruing because of the release or abandonment."

The City, upon due investigation and consideration, has determined that the public interest now warrants a release of the Restrictive Use Covenant reserved in Section 5 of the Vacation Ordinance for the payment of such additional compensation which it deems to be equal to the benefits accruing to the Developer because of such release of the Restrictive Use Covenant.

The City hereby releases the Restrictive Use Covenant from the Subject Property, as legally described on Exhibit 2 attached hereto.

IN WITNESS WHEREOF, the City of Chicago has caused this instrument to be duly executed in its name and behalf, by the Commissioner of the Department of Transportation, on or as of the _____ day of _____, 2022.

CITY OF CHICAGO,
an Illinois municipal corporation

By: _____
Gia Biagi
Commissioner
Department of Transportation

THIS TRANSFER IS EXEMPT PURSUANT TO THE PROVISIONS OF THE REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b); SECTION 3-33-060.B. OF THE MUNICIPAL CODE OF CHICAGO (CHICAGO REAL PROPERTY TRANSFER TAX ORDINANCE); AND SECTION 6 (B) OF THE COOK COUNTY REAL PROPERTY TAX ORDINANCE.

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 Gia Biagi, 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 acknowledged that she signed, sealed and delivered as Commissioner, Department of Transportation, the said instrument as her free and voluntary act, and as the free and voluntary act of the City of Chicago, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2022

Notary Public

THIS INSTRUMENT WAS PREPARED BY:
Arthur Dolinsky
Senior Counsel
City of Chicago, Department of Law
121 N. LaSalle Street, Room 600
Chicago, Illinois 60601
312/744-8731

[(Sub)Exhibit 1 referred to in this Form of Release of Restrictive
Use Covenant constitutes Exhibit "B" to ordinance printed
on pages 47890 through 47897 of this *Journal*.]

[(Sub)Exhibit 3 referred to in this Form of Release of Restrictive
Use Covenant constitutes Exhibit "A" to ordinance printed
on pages 47876 through 47889 of this *Journal*.]

(Sub)Exhibit 2 referred to in this Form of Release of Restrictive Use Covenant reads as follows:

(Sub)Exhibit 2.
(To Form Of Release Of Restrictive Use Covenant)

Legal Description Of Subject Property.

All the east/west 12 foot public alley lying south of the south line of Lots 5 and 12, lying north of the north line of Lots 6 to 11, both inclusive, lying east of a line drawn from the southeast corner of Lot 5 to the northeast corner of Lot 6, lying east of a line drawn from the northwest corner of Lot 11 to the southwest corner of Lot 12 in Block 5 in Ogden's Addition to Chicago (part of the northeast quarter) of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and lying south of the south line of the vacated north/south 18 foot alley vacated by ordinance approved September 26, 1989 by the City Council of the City of Chicago and recorded November 3, 1989 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 89-524042, said south line being described in the recorded document as public alley herein, said public alley vacated hereby being further described as all of the east/west 12 foot public alley in the block bounded by North Carpenter Street, West Hubbard Street, North Morgan Street and West Kinzie Street.

EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Commissioner of Transportation and/or the Director of Revenue to exempt various applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at sundry locations. These ordinances were referred to the committee on April 27 and May 18, 2022.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,
Chairman.

On motion of Alderman Brookins, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

A-OK Auto Body, Inc./Ricardo Alcantara.

[O2022-1030]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant of Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt A-OK Auto Body, Inc. (Ricardo Alcantara), from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facility for 5805 South Archer Avenue, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Chicago Parking Solutions.

[O2022-1168]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Chicago Parking Solutions, property owner of 5128 North Kenmore Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Explora Learning Center.

[O2022-1097]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Explora Learning Center, 5859 West Irving Park Road, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Hi-Speed Auto Service & Racing, Inc./Sebastian Salgado.

[O2022-1029]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant of Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Hi-Speed Auto Service & Racing, Inc. (Sebastian Salgado), from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facility for 6039 South Oak Park Avenue, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

House Of Wah Sun.

[O2022-1311]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt House of Wah Sun from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress at 3234 West Irving Park Road.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Intercultural Montessori Language School.

[O2022-1031]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the

Commissioner of Transportation is hereby authorized and directed to exempt Intercultural Montessori Language School, 114 South Racine Avenue, Chicago, Illinois 60607, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Little Minds Daycare Center/Jackie Hawkins.

[O2022-1173]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Jackie Hawkins/Little Minds Daycare Center of 4726 West Madison Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mountain Top Kids/Janet Peter.

[O2022-1034]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Janet Peter, Mountain Top Kids at 3107 West Devon Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be force from and after its passage and publication.

North Center Loan Acquisition LLC.

[O2022-1033]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the

Director of Finance is hereby authorized and directed to exempt North Center Loan Acquisition LLC of 1242 West Lawrence Avenue, Chicago, Illinois 60640, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities at 1952 West Lawrence Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Owlcrest Development LLC.

[O2022-1174]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Owlcrest Development LLC of 1321 South Wood Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Revel Bar LLC, Doing Business As Electric Garden.

[O2022-1175]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Revel Bar LLC, doing business as Electric Garden of 324 South Racine Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Vision 2020 Investment Group.

[O2022-1095]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Vision 2020 Investment Group, 678 Broadway Street, Libertyville, Illinois, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 812 -- 826 North Wolcott Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

W.T. Oki Motors, Inc., Doing Business As City Scooters.

[O2022-1171]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt W.T. Oki Motors, Inc., doing business as City Scooters, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6320 North Milwaukee Avenue.

SECTION 2. This ordinance shall take effect and be in force from its passage and publication.

Wheels On Elston.

[O2022-1248]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the

Commissioner of Transportation is hereby authorized and directed to exempt Wheels on Elston from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3700 West Montrose Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

2500 West Roosevelt Development, Inc.

[O2022-1172]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 2500 West Roosevelt Development, Inc. of 1146 -- 1148 -- 1152 -- 1154 -- 1156 South Campbell Avenue and 2510 -- 2514 -- 2524 -- 2528 -- 2536 -- 2540 West Roosevelt Road from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

3443 Ashland Land Owner LLC/3429 -- 3439 N. Ashland Ave.

[O2022-943]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt 3443 Ashland Land Owner LLC located at 3429 -- 3439 North Ashland Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

3443 Ashland Land Owner LLC/3441 -- 3459 N. Ashland Ave.

[O2022-944]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt 3443 Ashland Land Owner LLC located at 3441 -- 3459 North Ashland Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

EXEMPTION OF EXBUD LLC FROM PROVISIONS PROHIBITING ALLEY ACCESSIBILITY TO PARKING GARAGE IF CAPACITY OF LOT OR GARAGE EXCEEDS SIX SPACES.

[O2022-1026]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith authorizing and directing the Department of Transportation to exempt Exbud LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 4543 South Ellis Avenue if capacity of lot or garage exceeds six spaces. This ordinance was referred to the committee on April 27, 2022.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,
Chairman.

On motion of Alderman Brookins, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Exbud LLC, 4543 South Ellis Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address and to allow alley access to said parking facilities which are in excess of six spaces.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

STANDARDIZATION OF PORTIONS OF PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and substitute ordinance transmitted herewith authorizing and directing the Commissioner of Transportation to take

the actions necessary for the honorary designation/standardization of various portions of the public way. These ordinances and substitute ordinance were referred to the committee on January 26 and April 27, 2022.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,
Chairman.

On motion of Alderman Brookins, the said proposed ordinances and substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Standardization Of N. Paris Ave., Between W. Waveland Ave. And W. Grace St., To Be Known As "Honorary Alexandria Lialios Way".

[O2022-1214]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of North Paris Avenue, between West Waveland Avenue and West Grace Street, as "Honorary Alexandria Lialios Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

Standardization Of 1800 Block Of N. Fremont St., From W. Willow St. To W. Wisconsin St., To Be Known As "Honorary Tom O'Rourke And Peggy Barber Way".

[O2022-1098]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of the 1800 block of North Fremont Street, from West Willow Street to West Wisconsin Street, as "Honorary Tom O'Rourke and Peggy Barber Way".

SECTION 2. The ordinance shall take effect upon its passage and approval.

Standardization Of N. Clark St., From W. Addison St. To W. Eddy St., To Be Known As "Honorary Steven Strauss Way".

[SO2022-1205]

WHEREAS, Steven Strauss was born May 16, 1945, to Nate and Janet Strauss. The Strauss family, Steven and his two sisters, grew up in the Peterson Park neighborhood and remained lifelong Chicagoans; and

WHEREAS, Steven was destined to be in the food and beverage industry, following in his father's footsteps. Steven went from "crib to the tavern" where he went to work for his father who proudly owned Symphony Liquors on Chicago Avenue. At age 27, Steven opened his first establishment in the Lakeview community. It was here that he began his journey of welcoming, entertaining and conducting business in the area as a tavern owner; and

WHEREAS, Steven became a pioneer of inclusivity and acceptance for what would ultimately become the LGBTQ community where he opened one of the first premiere gay/alternative lifestyle clubs on Clark Street just south of Diversey Avenue, thus being on the forefront of laying groundwork for what would ultimately be known as Boystown; and

WHEREAS, In 1985, Steven opened Sluggers World Class Sports Bar & Grill, located at 3540 North Clark Street. In those days, Wrigleyville wasn't yet a moniker for the neighborhood just yet; and

WHEREAS, Steven loved Chicago, baseball, sports and simply watching people have a good time. Sluggers has been the epicenter for celebrating iconic Chicago Sports moments over the past 35 years. This includes two Chicago Bears Super Bowl appearances,

six Chicago Bulls NBA titles, three Chicago Blackhawks Stanley Cup titles, one Chicago White Sox World Series title, and of course the 2016 Chicago Cubs World Series title; and

WHEREAS, Steven dedicated nearly four decades in Wrigleyville and half a century in Lakeview, showing the visitors near and far a good time. He has most certainly put his indelible stamp on Chicago history and left an amazing legacy for his sons to carry on; and

WHEREAS, Steven passed away suddenly January 28, 2022, holding the hand of his beloved wife, Rickie; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 2-80-040 of the Municipal Code of Chicago, which allows erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for standardization of North Clark Street, from West Addison Street to West Eddy Street, as "Honorary Steven Strauss Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

Standardization Of S. Phillips Ave., From E. 76th St. To E. 77th St., To Be Known As "Honorary Jerry Torry Way".

[O2022-196]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That an ordinance heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of South Phillips Avenue, from East 76th Street to East 77th Street, to be known as "Honorary Jerry Torry Way".

SECTION 2. This ordinance shall take effect and be in full force hereinafter its passage and publication.

At this point in the proceedings, Mayor Lightfoot stated that the Council will take a temporary pause in the Reports of Committees and continue with subsequent items on the meeting agenda and to resume the Reports of Committees after the meeting recess. (See page 47996 of this *Journal*.)

AGREED CALENDAR.

On motion of Alderman Harris, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Harris moved to reconsider the foregoing vote. The motion was lost.

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

ALDERMAN HOPKINS (2nd Ward):

RECOGNITION OF ANN & ROBERT H. LURIE CHILDREN'S HOSPITAL OF CHICAGO AND DECLARATION OF JUNE 9 AS "LURIE CHILDREN'S DAY".

[R2022-542]

WHEREAS, The City's Healthy Chicago 2025 vision is to a city where all people and all communities have power, are free from oppression and are strengthened by equitable access to resources, environments and opportunities that promote optimal health and well-being; and

WHEREAS, Ann & Robert H. Lurie Children's Hospital of Chicago, founded in 1882 as the Maurice Porter Memorial Hospital, and renamed to Children's Memorial Hospital in 1903, has spent 140 years transforming children's health in Chicago and beyond; and

WHEREAS, Lurie Children's is Illinois' only freestanding, not-for-profit children's hospital, serving as a safety net by providing comprehensive pediatric care to those children in need of their lifesaving services; and

WHEREAS, Their efforts to create a healthier future for every child are supported by providing immediate access to scientific breakthroughs and innovations at the Stanley Manne Children's Research Institute; and

WHEREAS, Lurie Children's provides Chicago neighborhoods with access to essential healthcare resources through the Patrick M. Magoon Institute for Healthy Communities, and relentlessly advocates for children's improved health and safety, and access to the best care; and

WHEREAS, Lurie Children's is the home of the Pediatric Residency Program for the Northwestern University Feinberg School of Medicine, training the future of pediatric specialists and is one of the most sought after programs in the country; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this 23rd day of May 2022, do hereby congratulate Lurie Children's and declare June 9 "Lurie Children's Day".

Presented By

ALDERMAN HAIRSTON (5th Ward):

RECOGNITION OF WILLIAM MC GILL FOR SERVICE TO CHICAGO COMMUNITIES.

[R2022-543]

WHEREAS, William McGill is 81 years old and was born in Chicago, Illinois; and

WHEREAS, William has been married to Abcjean McGill for 53 years; and

WHEREAS, William has one daughter, one grandchild, and two great-grandchildren, ages five and seven, who keep him busy; and

WHEREAS, William served in the U.S. Army from 1959 through 1961; and

WHEREAS, William was a football coach at Paul Lawrence Dunbar High School in 1967, and also worked with J. W. Smith on his football team; and

WHEREAS, William was a track and field coach at Kenwood Academy High School from 1972 through 1984; and

WHEREAS, William worked with Conrad Worrell on the world class Track & Field Center at Gately Park; and

WHEREAS, William worked for the U.S. Postal Service from 1985 through 2006; and

WHEREAS, William also worked in the insurance industry at Mutual Benefit Life in the Sivart Building (owned by Dempsey Travis) and in the pharmaceutical industry at Westwood Pharmaceutical, headquartered in Buffalo, New York; and

WHEREAS, William's favorite hobby is reading; and he is currently reading a book written by John Carlos, a 1968 Olympian whom he has met; and

WHEREAS, William has never stopped coaching throughout all of his former positions, as he loves to see youth learn something new and excel at it; and

WHEREAS, William has coached hundreds of youths over the years, and has taught life lessons to all of his students; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 23rd day of May 2022, do hereby honor the service of William McGill, and extend our sincere congratulations for his service to the community; and

Be It Further Resolved, That suitable copies of this resolution be presented to William McGill as a sign of our good wishes.

Presented By

ALDERMAN HARRIS (8th Ward):

CONGRATULATIONS EXTENDED TO LENORA M. AUSTIN ON 75TH BIRTHDAY.
[R2022-544]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lenora M. Austin in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Lenora M. Austin on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lenora M. Austin belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022, do hereby congratulate Lenora M. Austin on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Lenora M. Austin for her continued good health, happiness and success following this, her 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lenora M. Austin in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GLORIA L. BARRON ON 75TH BIRTHDAY.
[R2022-545]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gloria L. Barron in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Gloria L. Barron on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Gloria L. Barron belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022, do hereby congratulate Gloria L. Barron on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Gloria L. Barron for her continued good health, happiness and success following this, her 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Gloria L. Barron in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO OTIS DANCY ON 85TH BIRTHDAY.

[R2022-546]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Otis Dancy in honor of his 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Otis Dancy on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Otis Dancy belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022, do hereby congratulate Otis Dancy on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Otis Dancy for his continued good health, happiness and success following this, his 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Otis Dancy in honor of his 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LAWRENCE G. EVANS ON 70TH BIRTHDAY.

[R2022-547]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lawrence G. Evans in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Lawrence G. Evans on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lawrence G. Evans belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022, do hereby congratulate Lawrence G. Evans on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Lawrence G. Evans for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lawrence G. Evans in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BRENDA M. GREEN ON 75TH BIRTHDAY.
[R2022-548]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Brenda M. Green in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Brenda M. Green on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Brenda M. Green belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022, do hereby congratulate Brenda M. Green on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Brenda M. Green for her continued good health, happiness and success following this, her 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Brenda M. Green in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EUGENE A. JOHNSON ON 65TH BIRTHDAY.

[R2022-549]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Eugene A. Johnson in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Eugene A. Johnson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Eugene A. Johnson belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022, do hereby congratulate Eugene A. Johnson on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Eugene A. Johnson for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Eugene A. Johnson in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROOSEVELT LONG ON 65TH BIRTHDAY.

[R2022-550]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Roosevelt Long in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Roosevelt Long on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Roosevelt Long belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022, do hereby congratulate Roosevelt Long on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Roosevelt Long for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Roosevelt Long in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SHERRY A. MC INTOSH ON 80TH BIRTHDAY.

[R2022-551]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sherry A. McIntosh in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Sherry A. McIntosh on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Sherry A. McIntosh belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022, do hereby congratulate Sherry A. McIntosh on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Sherry A. McIntosh for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sherry A. McIntosh in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CHARLES A. ONEAL ON 85TH BIRTHDAY.
[R2022-552]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Charles A. Oneal in honor of his 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Charles A. Oneal on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Charles A. Oneal belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022, do hereby congratulate Charles A. Oneal on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Charles A. Oneal for his continued good health, happiness and success following this, his 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Charles A. Oneal in honor of his 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CELEASE M. REID ON 70TH BIRTHDAY.
[R2022-553]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Celease M. Reid in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Celease M. Reid on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Celease M. Reid belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022, do hereby congratulate Celease M. Reid on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Celease M. Reid for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Celease M. Reid in honor of her 70th birthday as a token of our esteem and good wishes.

Presented By

ALDERMAN QUINN (13th Ward):

TRIBUTE TO LATE MICHAEL C. DEL GALDO.

[R2022-554]

WHEREAS, God, in His infinite wisdom, has called Michael C. Del Galdo to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Marty Quinn, Alderman of the 13th Ward; and

WHEREAS, Michael C. Del Galdo was born on May 9, 1926, to Nicola and Pasqualina Del Galdo. He left this earth on May 10, 2022; and

WHEREAS, Michael C. Del Galdo was born and raised in Brooklyn, New York and after graduating high school, he answered the call to service in the U.S. Navy during WWII. Michael was deployed in the South Pacific Ocean aboard the USS Talladega and was the recipient of numerous military service medals; and

WHEREAS, At the conclusion of WWII, Michael C. Del Galdo attended Brooklyn College and majored in journalism, which led him to a career in the publishing industry. Michael started his professional life as an editor in New York and rose the ranks through the industry, retiring as a publisher for Maclean Hunter Publishing Company, located in Chicago, Illinois; and

WHEREAS, After his retirement, Michael and his wife of 56 years, Helen, moved to St. Augustine, Florida where he took up golf at the age of 70 and made a hole in one at the age of 82; and

WHEREAS, Michael is survived by his wife, Helen; his children, Chris and Michael; his grandchildren, Taylor (Steven), Nixon and Gianna; his brother, Tom; his niece, Janet Lewis; nephews, Tom (Pat) Del Galdo and Nicky Del Galdo; and many great-nieces and nephews; and

WHEREAS, He was preceded in death by his parents, Nicola and Pasqualina Del Galdo; in-laws, Felix and Hermine DePasquale; his brother, Carmine Del Galdo; his sister-in-law, Irene Del Galdo; his niece, Patricia Del Galdo; his nephew-in-law, Phil Lewis; and his daughter-in-law, Rebecca Del Galdo; and

WHEREAS, Michael C. Del Galdo leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd day of May 2022, hereby express our sorrow on the death of Michael C. Del Galdo and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Michael C. Del Galdo.

CONGRATULATIONS EXTENDED TO CLEMENTINE TWARDOSZ ON 100TH BIRTHDAY.

[R2022-555]

WHEREAS, Clementine (Fron) Twardosz celebrates her 100th birthday on June 7, 2022; and

WHEREAS, The City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderman of the 13th Ward; and

WHEREAS, Clementine was born in Chicago on June 7, 1922 to Anna and Joseph Fron. She grew up on Gross Avenue (now called McDowell Street). Her parents immigrated to the United States from Poland in 1903 and 1913, respectively. They were a part of one of the largest waves of Polish immigrants coming to the United States from 1850 to 1920, known as the peasant migration. Clementine grew up with both of her parents working trying to create a better life for their children. Her family spoke Polish at home, but she quickly learned English at school. Clementine attended school at St. John of God Church near 51st and Throop Streets. She then attended St. Joseph School on Hermitage Avenue. Clementine very much enjoyed her household arts class because they learned sewing. She dreamed of going to a school to study sewing and dressmaking, but that was not in the cards. Her family needed additional income so like many young people of her generation, Clementine left high school and started working to help her family; and

WHEREAS, Her first job was at Zenith Radio as a coil winder. She worked in many different manufacturing plants and was one of the many workers to help manufacture goods through the war. She worked at Western Electric during the war as a coil winder; and

WHEREAS, Growing up in the "Back of the Yards" in the shadow of the Union Stockyards during the Great Depression was not easy. However, Clementine was very lucky to live across the street from The University of Chicago Settlement House ran by Ms. Mary McDowell. Clementine has many happy memories of her childhood playing baseball, ping-pong, piano and learning to dance. This is when Clementine fell in love with dancing; and

WHEREAS, When Clementine finished high school, she would work during the day and go dancing at night; she knew all the dance halls in town. She often reflects on the many fond memories she has from this time. Her love of dance led her to meet her future husband. Clementine Fron met Steve Twardosz at a dance at St. Rose of Lima after the war. Steve was a good dancer, which was a requirement for Clementine. Their shared love of dancing brought them much joy and happiness throughout their life together. They started dancing at St. Rose of Lima and continued later in life dancing at the Moose Lodge every Saturday night; and

WHEREAS, Clementine married Steve Twardosz in 1947 and two children followed: Russell Twardosz in 1948 and Jeffery Twardosz in 1953. Both children attended St. Turibius School. Clementine was an usher at the church for many years and still attends regularly. Clementine and Steve bought their house in the 13th Ward in 1956, and it has been her home ever since. Sadly Steve passed away in 2007, but Clementine keeps busy with her many clubs, church and family; and

WHEREAS, These days Clementine enjoys keeping up with her two sons, three granddaughters and her seven great-grandchildren. She uses her iPhone every morning to text her granddaughters, and the family has a shared album on the iPhone so Clementine can see pictures and watch videos of her great-grandchildren who live in Illinois, Arizona and California. Clementine loves living in Chicago and would not want to live anywhere else; and

WHEREAS, Clementine celebrates her 100th birthday on June 18, 2022 with a Mass in her honor at St. Turibius and a party at the Oak Lawn VFW Hall. Her children, granddaughters and great-grandchildren are celebrating 100 marvelous years to honor the women who started it all; and

WHEREAS, Cognizant of the history to which Clementine Twardosz has both witnessed and contributed, the Chicago City Council believes that Clementine is deserving of the adulation and good wishes she is offered as she celebrates her 100th year; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 23rd day of May 2022, do hereby extend the happiest of birthday wishes to Clementine Twardosz; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Clementine Twardosz.

Presented By

ALDERMAN BURKE (14th Ward):

CONGRATULATIONS EXTENDED TO ARTHUR BISHOP ON RETIREMENT FROM SAFER FOUNDATION.

[R2022-556]

WHEREAS, Arthur Bishop is retiring on June 30, 2022 as chief program officer at the Safer Foundation after nearly eight years of dedicated and distinguished service; and

WHEREAS, The Chicago City Council has been informed of his departure from the Safer Foundation by Alderman Edward M. Burke; and

WHEREAS, Safer Foundation is a nonprofit to support, through a full spectrum of services, the efforts of people with arrest and conviction records to become employed, law-abiding members of the community and, as a result, reduce recidivism; and

WHEREAS, Arthur is a graduate of Trinity Christian College and received his master's degree in human services administration from Spertus College in Chicago; and

WHEREAS, Arthur has more than four decades of experience as a provider of direct service and all levels of management in the field of social service, working in the areas of community mental health, substance abuse, child welfare, juvenile justice, and adult reentry; and

WHEREAS, Arthur has been one of the key architects of Safer Foundation's vision to create a holistic reentry model including workforce development services, vocational credentials, behavioral health services and housing; and

WHEREAS, Arthur enjoyed an extensive career and leadership at the Illinois Department of Children and Family Services and the Illinois Department of Juvenile Justice; and

WHEREAS, In 2012, Arthur received the MacArthur Foundation's Models for Change Systems Reform in Juvenile Justice Champions for Change Award; and

WHEREAS, In 2013, he co-chaired the inaugural Illinois Juvenile Leadership Council ("Council"), providing integral input into the development of the Council's overall mission to mobilize stakeholders to develop a shared vision for juvenile justice improvement in Illinois; and

WHEREAS, Arthur is a licensed and ordained minister (Baptist); now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 23rd day of May 2022, do hereby congratulate Arthur Bishop for his service, dedication, and bravery on his retirement, and wish him the very best as he begins the next phase of his life; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Arthur Bishop.

CONGRATULATIONS EXTENDED TO DR. HELENE D. GAYLE ON APPOINTMENT AS PRESIDENT OF SPELMAN COLLEGE.

[R2022-557]

WHEREAS, Dr. Helene D. Gayle is being recognized for her appointment as president of Spelman College in Atlanta, a private and historically Black women's liberal arts college; and

WHEREAS, The Chicago City Council has been informed of her appointment by Alderman Edward M. Burke; and

WHEREAS, Dr. Gayle is stepping down from The Chicago Community Trust since becoming CEO in 2017, one of the city's oldest and largest philanthropic institutions; and

WHEREAS, She was the seventh person and first Black woman to lead the 107-year-old foundation; and

WHEREAS, Dr. Gayle was born in Buffalo, New York to Jacob Gayle, a small-business owner and Marietta Gayle, a social worker; and

WHEREAS, She attended Barnard College of Columbia University, from which she graduated with honors with a B.A. in psychology; and

WHEREAS, She earned an M.D. at the University of Pennsylvania School of Medicine and an M.P.H. at Johns Hopkins University School of Hygiene and Public Health; and

WHEREAS, She is board certified in pediatrics, completing a residency in pediatric medicine at Children's National Medical Center in Washington, D.C., and completed a second residency in preventive medicine at the Centers for Disease Control and Prevention; and

WHEREAS, Beginning in 1984, Dr. Gayle spent 20 years with the Centers for Disease Control and Prevention, focusing on global health and infectious disease prevention and control, especially HIV/AIDS; and

WHEREAS, Dr. Gayle was president and CEO of the international humanitarian organization CARE from 2006 to 2015, where she led efforts to empower girls and women around the world to bring lasting change to poor communities; and

WHEREAS, From 2015 to 2017, Dr. Gayle was president and CEO of McKinsey Social Initiative (now McKinsey.org), a nonprofit that brings together diverse stakeholders to address complex global social challenges; and

WHEREAS, Dr. Gayle has received 18 honorary degrees and held affiliate and adjunct faculty appointments at the University of Washington and Emory University, and has published numerous scientific articles on global and domestic public health issues, poverty alleviation, gender equality, and social justice; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 23rd day of May 2022, do hereby congratulate Dr. Helene D. Gayle for her service, dedication, and bravery as the newly appointed president of Spelman College; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dr. Helene D. Gayle.

Presented By

ALDERMAN LOPEZ (15th Ward):

CONGRATULATIONS EXTENDED TO HELEN J. ANDERSON ON 75TH BIRTHDAY.
[R2022-564]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Helen J. Anderson in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Helen J. Anderson on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Helen J. Anderson has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Helen J. Anderson on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Helen J. Anderson for her continued good health, happiness and success following this, her 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Helen J. Anderson in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ANTONIO BORGES ON 65TH BIRTHDAY.

[R2022-565]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Antonio Borges in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Antonio Borges on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Antonio Borges now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Antonio Borges on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Antonio Borges for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Antonio Borges in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GEORGE W. BROWN ON 75TH BIRTHDAY.
[R2022-566]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to George W. Brown in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to George W. Brown on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, George W. Brown has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate George W. Brown on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to George W. Brown for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to George W. Brown in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JUAN CARBAJAL ON 65TH BIRTHDAY.
[R2022-567]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Juan Carbajal in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Juan Carbajal on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Juan Carbajal now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Juan Carbajal on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Juan Carbajal for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Juan Carbajal in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOSE CASTANEDA ON 75TH BIRTHDAY.

[R2022-568]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jose Castaneda in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Jose Castaneda on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jose Castaneda has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Jose Castaneda on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Jose Castaneda for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jose Castaneda in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO KENNETH COLEMAN ON 65TH BIRTHDAY.
[R2022-569]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Kenneth Coleman in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Kenneth Coleman on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Kenneth Coleman now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Kenneth Coleman on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Kenneth Coleman for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Kenneth Coleman in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SARA GARCIA ON 70TH BIRTHDAY.
[R2022-570]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sara Garcia in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Sara Garcia on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Sara Garcia has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Sara Garcia on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Sara Garcia for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sara Garcia in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO NATALIA GONZALEZ ON 65TH BIRTHDAY.
[R2022-571]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Natalia Gonzalez in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Natalia Gonzalez on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Natalia Gonzalez now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Natalia Gonzalez on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Natalia Gonzalez for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Natalia Gonzalez in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO STANLEY GRIFFIN ON 70TH BIRTHDAY.

[R2022-572]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Stanley Griffin in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Stanley Griffin on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Stanley Griffin has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Stanley Griffin on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Stanley Griffin for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Stanley Griffin in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EARNEST L. JONES ON 65TH BIRTHDAY.

[R2022-573]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Earnest L. Jones in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Earnest L. Jones on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Earnest L. Jones now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Earnest L. Jones on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Earnest L. Jones for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Earnest L. Jones in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARIA S. LABRA ON 75TH BIRTHDAY.

[R2022-574]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria S. Labra in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Maria S. Labra on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Maria S Labra has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Maria S. Labra on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Maria S. Labra for her continued good health, happiness and success following this, her 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Maria S. Labra in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROBERTO LARIOS ON 70TH BIRTHDAY.

[R2022-575]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Roberto Larios in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Roberto Larios on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Roberto Larios has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Roberto Larios on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Roberto Larios for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Roberto Larios in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO WILLIAM C. MATUSIK ON 75TH BIRTHDAY.

[R2022-576]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to William C. Matusik in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to William C. Matusik on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, William C. Matusik has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate William C. Matusik on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to William C. Matusik for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to William C. Matusik in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO HOWARD A. MONROE ON 65TH BIRTHDAY.
[R2022-577]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Howard A. Monroe in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Howard A. Monroe on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Howard A. Monroe now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Howard A. Monroe on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Howard A. Monroe for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Howard A. Monroe in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARY A. MOORE ON 70TH BIRTHDAY.

[R2022-578]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mary A. Moore in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Mary A. Moore on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mary A. Moore has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Mary A. Moore on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Mary A. Moore for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mary A. Moore in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ALBERT PEARSON ON 65TH BIRTHDAY.

[R2022-579]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Albert Pearson in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Albert Pearson on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Albert Pearson now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Albert Pearson on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Albert Pearson for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Albert Pearson in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SALVADOR RAMIREZ ON 70TH BIRTHDAY.
[R2022-580]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Salvador Ramirez in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Salvador Ramirez on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Salvador Ramirez has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Salvador Ramirez on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Salvador Ramirez for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Salvador Ramirez in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DONALD K. RINKUS ON 65TH BIRTHDAY.
[R2022-581]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Donald K. Rinkus in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Donald K. Rinkus on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Donald K. Rinkus now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Donald K. Rinkus on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Donald K. Rinkus for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Donald K. Rinkus in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ANGEL C. SANCHEZ ON 70TH BIRTHDAY.
[R2022-582]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Angel C. Sanchez in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Angel C. Sanchez on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Angel C. Sanchez has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Angel C. Sanchez on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Angel C. Sanchez for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Angel C. Sanchez in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO IRAIDA SOSA ON 65TH BIRTHDAY.

[R2022-583]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Iraida Sosa in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Iraida Sosa on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Iraida Sosa now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Iraida Sosa on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Iraida Sosa for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Iraisa Sosa in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PABLO VASQUEZ ON 75TH BIRTHDAY.

[R2022-584]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Pablo Vasquez in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Pablo Vasquez on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Pablo Vasquez has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Pablo Vasquez on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Pablo Vasquez for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Pablo Vasquez in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JIMMIE L. WEBSTER ON 75TH BIRTHDAY.

[R2022-585]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jimmie L. Webster in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Jimmie L. Webster on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jimmie L. Webster has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Jimmie L. Webster on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Jimmie L. Webster for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jimmie L. Webster in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JIMMIEZINE WILLIAMS ON
75TH BIRTHDAY.

[R2022-586]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jimmiezine Williams in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal tribute to Jimmiezine Williams on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jimmiezine Williams has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 23rd of May 2022 A.D., do hereby congratulate Jimmiezine Williams on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Jimmiezine Williams for her continued good health, happiness and success following this, her 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jimmiezine Williams in honor of her 75th birthday as a token of our esteem and good wishes.

Presented By

ALDERMAN REBOYRAS (30th Ward):

RECOGNITION OF STRIDES FOR PEACE RACE AGAINST GUN VIOLENCE.

[R2022-558]

WHEREAS, Strides for Peace is hosting the Race Against Gun Violence on the evening of Saturday, June 11, 2022 from 6:00 P.M. until 9:00 P.M. at Arvey Field in Grant Park; and

WHEREAS, This esteemed body has been informed of this occasion by the Honorable Ariel Reboyras, Alderman of the 30th Ward; and

WHEREAS, Strides for Peace envisions a Chicago where all can live and thrive, free from the fear of gun violence; and

WHEREAS, Strides for Peace's mission is to increase the collective impact of community organizations working to end gun violence, save lives and build a stronger Chicago; and

WHEREAS, Strides for Peace believes that everyone has a stake in ending gun violence and that communities have solutions and centers its work around harnessing the power of community organizations and providing new pathways for people who care to get involved; and

WHEREAS, The Race Against Gun Violence was launched by Strides for Peace in 2014 to bring the community together to show the world that Chicago can come together to solve the problem of gun violence and save lives; and

WHEREAS, The race is a rallying point to raise funds for and awareness about community organizations working on the frontlines of gun violence in Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this May 23, 2022, do hereby extend our recognition for the Race Against Gun Violence hosted by Strides for Peace; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Strides for Peace.

Presented By

ALDERMAN NUGENT (39th Ward):

TRIBUTE TO LATE ANDREW NOONAN.

[R2022-559]

WHEREAS, Andrew “Sean” Noonan, husband, brother, friend and teacher, passed away on April 7, 2022, at the age of 52; and

WHEREAS, The Chicago City Council has been informed of Sean’s passing by the Honorable Samantha Nugent, Alderman of the 39th Ward; and

WHEREAS, Sean grew up in East St. Louis and was raised by his father, Joe, who taught Sean how to fight for himself and his loved ones; Joe imparted to Sean a fierce independence, and Joe helped foster Sean’s seemingly endless curiosity about the world; and

WHEREAS, His love of knowledge and pursuit of truth lead Sean to Kansas State University where he obtained a PhD in sociology; his passion and abilities made him an outstanding sociology professor at Harper College and a formidable intellectual who was self-taught in many subjects beyond sociology; and

WHEREAS, Sean was the smartest and most principled person many of his friends and family knew, and he was not afraid to stand up for his beliefs -- even when they were the most unpopular in the room; he was a great political strategist and thinker, and the advancement of the working class was his lifelong passion; and

WHEREAS, As a union leader, Sean secured good contracts for teachers, took leading roles in organizing and promoting successful strikes, co-founded the Educators for a Democratic Union, and turned the Cook County Colleges Teachers Union into a fighting social organizing union; he helped establish political organizations for the working-class and worked in international solidarity movements; and

WHEREAS, Sean was very sociable around his neighborhood and was locally known as the “Mayor of North Branch”; he found relaxation in nature, watching European football, practicing at the gun range, and cherished road trips and bird watching with his wife, Stephanie; and

WHEREAS, A fighter to the end, Sean battled cancer for 13 months longer than his original prognosis, and still, despite pain and physical limitations, found joy in doing what he loved; and

WHEREAS, Sean is survived by his corazón, Stephanie; brothers, David, Chris and Zach; dear friends, Hannah, Jess, Molly and Ashley; and the thousands of students he taught and inspired; and

WHEREAS, Sean's spirit will be dearly missed by his family, friends and all who loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 23rd day of May 2022, do hereby extend our most heartfelt condolences to the family and friends of Andrew "Sean" Noonan; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Andrew "Sean" Noonan as a sign of our honor and respect.

CONGRATULATIONS EXTENDED TO COMMANDER MAUREEN BIGGANE ON RETIREMENT.

[R2022-560]

WHEREAS, Commander Maureen Biggane retires from the Chicago Police Department following 30 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Samantha Nugent, Alderman of the 39th Ward; and

WHEREAS, Commander Biggane began her illustrious career with the Chicago Police Department in 1992, working a beat car before being promoted to sergeant in 1999 and serving the 021st District; she was assigned to the Office of the Superintendent, Organized Crime, and Area One Detective Division before being promoted again to lieutenant and assigned as a field lieutenant in the 012th District in 2008; and

WHEREAS, For 11 years, Lieutenant Biggane served as commanding officer in various units including the Juvenile Intervention and Support Center, News Affairs, Organized Crime-Confidential Matters & Criminal Analysis Unit, and in the Office of the First Deputy Superintendent; in 2018, Lieutenant Biggane was promoted to commander of the 016th District which she lauds has been the most rewarding assignment of her career; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout her long and distinguished tenure, Commander Biggane upheld the finest traditions of the law enforcement community, and her hard work, commitment and dedication to duty earned her the respect and admiration of her colleagues and the communities she protected; and

WHEREAS, Commander Biggane devoted 30 years of her life to public service to the people of the City of Chicago and, in doing so, has personally ensured that the city is the safe, healthy and vibrant community it is today; and

WHEREAS, The leaders of the City of Chicago want to recognize the great debt owed to our public servants, and extend our sincerest gratitude to the long and prolific career of Commander Biggane; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 23rd day of May 2022, do hereby express our gratitude for 30 years of service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement to Commander Biggane; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Commander Biggane.

CONGRATULATIONS EXTENDED TO ROGER MC GILL ON PARTICIPATION IN HONOR FLIGHT PROGRAM.

[R2022-561]

WHEREAS, Roger McGill, lifelong resident of North Mayfair in the Albany Park community area, will participate in an Honor Flight on May 11, 2022; and

WHEREAS, The Chicago City Council has been informed of Roger McGill's Honor Flight by the Honorable Samantha Nugent, Alderman of the 39th Ward; and

WHEREAS, Roger was drafted by the United States Army in 1964 and went to Fort Knox, Kentucky for basic training and cavalry scout training, and was subsequently transferred to Fort Hood, Kentucky and Schofield Barracks, Hawaii, before being deployed to Vietnam with the 25th Infantry Division; and

WHEREAS, Roger was honorably discharged from the Army in June 1966 and returned home to North Mayfair; and

WHEREAS, Even after returning home from service, Roger continued to serve: on the Mayor's Veterans Advisory Committee for 25 years; as the co-chairman of the Chicago Vietnam Veterans Memorial at the Riverwalk; as co-chairman of the Mayfair Veterans Memorial; and as the program chairman for the Chicago Vietnam Veterans Parade; and

WHEREAS, Roger and his wife, Cathy, have been married for 54 years and have three children and two grandchildren and still live in Mayfair; and

WHEREAS, The Honor Flight program is an all-expense paid, one-day trip filled with appreciation, tributes, memories, and gratitude to recognize America's senior war veterans by flying them to Washington, D.C. to tour the memorials built in their honor; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 23rd day of May 2022, do hereby thank Roger McGill for his service and wish him a safe Honor Flight; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Roger McGill as a sign of our honor and respect.

Presented By

ALDERMAN CAPPLEMAN (46th Ward):

**RECOGNITION OF ALL GODPARENTS AND DECLARATION OF JULY 15, 2022 AS
"GODPARENTS' DAY" IN CHICAGO.**

[R2022-563]

WHEREAS, The bond between godparents, children and parents is an important social relationship that plays a vital role in the community-village concept of raising our children; and

WHEREAS, The role of a godparent is a longstanding, rich tradition, practiced by diverse communities of faiths, nationalities and countries throughout the world; and

WHEREAS, Godparent relationships extend the support network for children, parents and families, creating mutual commitments and shared responsibilities to stabilize and strengthen the family backbone of our communities; and

WHEREAS, Godparents promise to foster child health, development and spiritual growth, encouraging character, values and decision-making skills amongst our youth that contribute to community-focus and good citizenship; and

WHEREAS, By recognizing the commitment of godparents to children, parents, families and communities, our city encourages and meaningfully supports healthy extended families and child development; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 23rd day of May 2022, do hereby join with families, communities and faith-based leaders in recognition of godparents; and

Be It Further Resolved, We declare July 15, 2022, "Godparents' Day" in the City of Chicago; and

Be It Further Resolved, That the city will continue to foster greater awareness of the vital role of godparents among Chicagoans, and hereby affirms to promote activities and programs that recognize the role of godparents in the lives of children, parents, families and communities.

MATTERS PRESENTED BY THE ALDERMEN.

***(Presented By Wards, In Order, Beginning
With The First Ward)***

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

Referred -- INSTALLATION OF "NO PARKING LOADING ZONE" SIGN AT 160 N. ELIZABETH ST.

[O2022-1533]

Alderman Burnett (27th Ward) presented a proposed ordinance for the installation of a "No Parking Loading Zone" sign at 160 North Elizabeth Street, to be in effect at all times, all days, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- AMENDMENT OF VEHICULAR TRAFFIC MOVEMENT.

The aldermen named below presented proposed ordinances to amend vehicular traffic movement on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

5/23/2022

NEW BUSINESS PRESENTED BY ALDERMEN

47951

Alderman

Location And Direction

ERVIN
(28th Ward)

"North/South Kostner Avenue, from West Kinzie Street to West Lake Street -- one-way southbound" by striking the above;
[O2022-1590]

VASQUEZ
(40th Ward)

West Berwyn Avenue, from North Virginia Avenue to North Western Avenue -- one-way westbound, except bicycles.
[O2022-1537]

Referred -- PROHIBITION OF PARKING AT ALL TIMES.
(Except For Disabled)

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman

Location And Permit Number

LA SPATA
(1st Ward)

North Artesian Avenue, at 1715 (Handicapped Parking Permit 128240);
[O2022-1496]

North Leavitt Street, at 1538 (Handicapped Parking Permit 128851);
[O2022-1563]

North Rockwell Street, at 2219 (Handicapped Parking Permit 119596);
[O2022-1495]

HOPKINS
(2nd Ward)

West Eugenie Street, at 227 (Handicapped Parking Permit 94651);
[O2022-1497]

Alderman

Location And Permit Number

North Racine Avenue, at 2034 (Handicapped Parking Permit 126930);
[O2022-1498]

DOWELL
(3rd Ward)

South Forrestville Avenue, at 4350 (Handicapped Parking
Permit 127238);
[O2022-1499]

South Indiana Avenue, at 4734 (Handicapped Parking Permit 128750);
[O2022-1621]

South Michigan Avenue, at 4312 (Handicapped Parking
Permit 127462);
[O2022-1500]

South Prairie Avenue, at 4209 (Handicapped Parking Permit 125660);
[O2022-1501]

South Vincennes Avenue, at 4317 (Handicapped Parking
Permit 128121);
[O2022-1622]

KING
(4th Ward)

South Champlain Avenue, at 4342 (Handicapped Parking
Permit 124750);
[O2022-1504]

South Giles Avenue, at 3414 (Handicapped Parking Permit 124777);
[O2022-1506]

South Harper Avenue, at 5105 (Handicapped Parking Permit 128309);
[O2022-1507]

South St. Lawrence Avenue, at 4918 (Handicapped Parking
Permit 127915);
[O2022-1505]

East 42nd Place, at 517 (Handicapped Parking Permit 124775);
[O2022-1335]

5/23/2022

NEW BUSINESS PRESENTED BY ALDERMEN

47953

Alderman

Location And Permit Number

East 49th Street, at 839 (Handicapped Parking Permit 126547);
[O2022-1503]

East 50th Place, at 639 (Handicapped Parking Permit 124763);
[O2022-1502]

HAIRSTON
(5th Ward)

South Crandon Avenue, at 6932 (Handicapped Parking Permit 126823);
[O2022-1342]

South Drexel Avenue, at 7117 (Handicapped Parking Permit 127428);
[O2022-1345]

South Ellis Avenue, at 5103 (Handicapped Parking Permit 126652);
[O2022-1341]

South Ellis Avenue, at 5142 (Handicapped Parking Permit 126357);
[O2022-1340]

South Ellis Avenue, at 5200 (Handicapped Parking Permit 120483);
[O2022-1336]

South Harper Avenue, at 5330 (Handicapped Parking Permit 125467);
[O2022-1337]

South Kimbark Avenue, at 5700 (Handicapped Parking Permit 127742);
[O2022-1347]

South Paxton Avenue, at 7111 (Handicapped Parking Permit 127248);
[O2022-1344]

East 67th Street, at 1651 (Handicapped Parking Permit 125504);
[O2022-1338]

East 69th Place, at 1500 (Handicapped Parking Permit 125701);
[O2022-1339]

East 70th Street, at 2320 (Handicapped Parking Permit 127531);
[O2022-1346]

47954

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5/23/2022

Alderman

Location And Permit Number

East 70th Street, at 2349 (Handicapped Parking Permit 127221);
[O2022-1343]

SAWYER
(6th Ward)

South Eberhart Avenue, at 7121 (Handicapped Parking
Permit 126112);
[O2022-1350]

South Indiana Avenue, at 7339 (Handicapped Parking Permit 125512);
[O2022-1348]

South Langley Avenue, at 7541 (Handicapped Parking Permit 123182);
[O2022-1417]

South Langley Avenue, at 7831 (Handicapped Parking Permit 127226);
[O2022-1353]

South Langley Avenue, at 8119 (Handicapped Parking Permit 125325);
[O2022-1349]

South Dr. Martin Luther King, Jr. Drive, at 7207 (Handicapped Parking
Permit 125332);
[O2022-1351]

South Michigan Avenue, at 8020 (Handicapped Parking
Permit 127354);
[O2022-1416]

South St. Lawrence Avenue, at 8317 (Handicapped Parking
Permit 123184);
[O2022-1418]

East 87th Place, at 648 (Handicapped Parking Permit 127068);
[O2022-1352]

MITCHELL
(7th Ward)

South Burnham Avenue, at 8408 (Handicapped Parking
Permit 108054);
[O2022-1477]

5/23/2022

NEW BUSINESS PRESENTED BY ALDERMEN

47955

Alderman

Location And Permit Number

South Colfax Avenue, at 7700 (Handicapped Parking Permit 126123);
[O2022-1423]

South Colfax Avenue, at 9111 (Handicapped Parking Permit 126158);
[O2022-1467]

South Constance Avenue, at 7208 (Handicapped Parking Permit 126540);
[O2022-1476]

South Crandon Avenue, at 7944 (Handicapped Parking Permit 126760);
[O2022-1473]

South Essex Avenue, at 8327 (Handicapped Parking Permit 126832);
[O2022-1475]

South Euclid Avenue, at 9648 (Handicapped Parking Permit 108067);
[O2022-1471]

South Kingston Avenue, at 7341 (Handicapped Parking Permit 127786);
[O2022-1479]

South Kingston Avenue, at 8427 (Handicapped Parking Permit 125237);
[O2022-1419]

South Manistee Avenue, at 8540 (Handicapped Parking Permit 125255);
[O2022-1468]

South Marquette Avenue, at 8146 (Handicapped Parking Permit 127996);
[O2022-1564]

South Marquette Avenue, at 8148 (Handicapped Parking Permit 127069);
[O2022-1478]

South Muskegon Avenue, at 8206 (Handicapped Parking Permit 128294);
[O2022-1565]

Alderman

Location And Permit Number

South Paxton Avenue, at 7809 (Handicapped Parking Permit 127956);
[O2022-1480]

South Paxton Avenue, at 9237 (Handicapped Parking Permit 125800);
[O2022-1421]

South Paxton Avenue, at 9331 (Handicapped Parking Permit 108071);
[O2022-1469]

South Yates Boulevard, at 7955 (Handicapped Parking
Permit 126613);
[O2022-1470]

East 72nd Place, at 1515 (Handicapped Parking Permit 104899);
[O2022-1420]

East 74th Street, at 1522 (Handicapped Parking Permit 126695);
[O2022-1472]

East 77th Street, at 2538 (Handicapped Parking Permit 104916);
[O2022-1422]

East 93rd Street, at 2135 (Handicapped Parking Permit 126829);
[O2022-1474]

HARRIS
(8th Ward)

South Bennett Avenue, at 7804 (Handicapped Parking Permit 129515);
[O2022-1312]

South Bennett Avenue, at 8733 (Handicapped Parking Permit 126607);
[O2022-1485]

South Blackstone Avenue, at 9223 (Handicapped Parking
Permit 128131);
[O2022-1277]

South Clyde Avenue, at 8028 (Handicapped Parking Permit 127042);
[O2022-1488]

South Constance Avenue, at 8810 (Handicapped Parking
Permit 126818);
[O2022-1486]

5/23/2022

NEW BUSINESS PRESENTED BY ALDERMEN

47957

Alderman

Location And Permit Number

South Dobson Avenue, at 8059 (Handicapped Parking Permit 128200);
[O2022-1321]

South Greenwood Avenue, at 9150 (Handicapped Parking Permit 121853);
[O2022-1482]

South Harper Avenue, at 8825 (Handicapped Parking Permit 126548);
[O2022-1484]

South Ingleside Avenue, at 8408 (Handicapped Parking Permit 126663);
[O2022-1275]

South Ingleside Avenue, at 9847 (Handicapped Parking Permit 127006);
[O2022-1487]

South Kimbark Avenue, at 8147 (Handicapped Parking Permit 125536);
[O2022-1481]

South Merrill Avenue, at 7836 (Handicapped Parking Permit 127399);
[O2022-1489]

South Merrill Avenue, at 8737 (Handicapped Parking Permit 128138);
[O2022-1266]

South Woodlawn Avenue, at 9831 (Handicapped Parking Permit 127211);
[O2022-1288]

East 73rd Place, at 1747 (Handicapped Parking Permit 128969);
[O2022-1278]

East 81st Place, at 1143 (Handicapped Parking Permit 125696);
[O2022-1483]

BEALE
(9th Ward)

South Calumet Avenue, at 9415 (Handicapped Parking Permit 126306);
[O2022-1448]

Alderman

Location And Permit Number

South Calumet Avenue, at 9831 (Handicapped Parking Permit 126164);
[O2022-1445]

South Calumet Avenue, at 10204 (Handicapped Parking Permit 121502);
[O2022-1490]

South Corliss Avenue, at 10509 (Handicapped Parking Permit 127316);
[O2022-1458]

South Eberhart Avenue, at 10035 (Handicapped Parking Permit 108161);
[O2022-1454]

South Eberhart Avenue, at 10104 (Handicapped Parking Permit 108046);
[O2022-1455]

South Eberhart Avenue, at 10127 (Handicapped Parking Permit 127682);
[O2022-1464]

South Eberhart Avenue, at 10734 (Handicapped Parking Permit 126094);
[O2022-1444]

South Forest Avenue, at 10629 (Handicapped Parking Permit 111638);
[O2022-1492]

South Indiana Avenue, at 10107 (Handicapped Parking Permit 127328);
[O2022-1460]

South Indiana Avenue, at 10216 (Handicapped Parking Permit 127231);
[O2022-1457]

South Indiana Avenue, at 10441 (Handicapped Parking Permit 126002);
[O2022-1442]

South Indiana Avenue, at 10549 (Handicapped Parking Permit 127694);
[O2022-1466]

5/23/2022

NEW BUSINESS PRESENTED BY ALDERMEN

47959

Alderman

Location And Permit Number

South Indiana Avenue, at 10755 (Handicapped Parking Permit 125620);
[O2022-1494]

South Indiana Avenue, at 11349 (Handicapped Parking Permit 126021);
[O2022-1443]

South Indiana Avenue, at 11360 (Handicapped Parking Permit 127652);
[O2022-1463]

South Dr. Martin Luther King, Jr. Drive, at 10350 (Handicapped Parking Permit 126595);
[O2022-1450]

South Dr. Martin Luther King, Jr. Drive, at 10522 (Handicapped Parking Permit 127089);
[O2022-1456]

South Michigan Avenue, at 8840 (Handicapped Parking Permit 126811);
[O2022-1453]

South Parnell Avenue, at 12918 (Handicapped Parking Permit 127686);
[O2022-1465]

South Prairie Avenue, at 10041 (Handicapped Parking Permit 127326);
[O2022-1459]

South Rhodes Avenue, at 10804 (Handicapped Parking Permit 126402);
[O2022-1449]

South Vernon Avenue, at 11200 (Handicapped Parking Permit 115053);
[O2022-1461]

South Wabash Avenue, at 8720 (Handicapped Parking Permit 126205);
[O2022-1447]

Alderman

Location And Permit Number

South Yale Avenue, at 9938 (Handicapped Parking Permit 125735);
[O2022-1440]

East 89th Place, at 115 (Handicapped Parking Permit 115035);
[O2022-1493]

West 99th Place, at 410 (Handicapped Parking Permit 126766);
[O2022-1452]

East 107th Street, at 504 (Handicapped Parking Permit 121527);
[O2022-1491]

East 117th Place, at 139 (Handicapped Parking Permit 125795);
[O2022-1441]

East 120th Street, at 120 (Handicapped Parking Permit 126175);
[O2022-1446]

East 132nd Street, at 804 (Handicapped Parking Permit 115047);
[O2022-1462]

SADLOWSKI GARZA(10th Ward)

South Avenue F, at 10740 (Handicapped Parking Permit 126897);
[O2022-1430]

South Avenue F, at 11122 (Handicapped Parking Permit 127194);
[O2022-1414]

South Avenue G, at 10425 (Handicapped Parking Permit 126654);
[O2022-1412]

South Avenue G, at 10543 (Handicapped Parking Permit 108133);
[O2022-1413]

South Brandon Avenue, at 9237 (Handicapped Parking
Permit 126036);
[O2022-1408]

South Buffalo Avenue, at 9129 (Handicapped Parking Permit 125789);
[O2022-1407]

5/23/2022

NEW BUSINESS PRESENTED BY ALDERMEN

47961

Alderman

Location And Permit Number

South Muskegon Avenue, at 8419 (Handicapped Parking Permit 126151);
[O2022-1409]

South Muskegon Avenue, at 10320 (Handicapped Parking Permit 126263);
[O2022-1410]

South Saginaw Avenue, at 12645 (Handicapped Parking Permit 126400);
[O2022-1411]

LEE
(11th Ward)

South Aberdeen Street, at 3120 (Handicapped Parking Permit 128832);
[O2022-1526]

South Emerald Avenue, at 2626 (Handicapped Parking Permit 127546);
[O2022-1525]

South Keeley Street, at 2819 (Handicapped Parking Permit 126509);
[O2022-1522]

South Princeton Avenue, at 2702 (Handicapped Parking Permit 125921);
[O2022-1520]

South Union Avenue, at 3156 (Handicapped Parking Permit 126206);
[O2022-1521]

South Union Avenue, at 4637 (Handicapped Parking Permit 127041);
[O2022-1524]

West 36th Street, at 509 (Handicapped Parking Permit 124465);
[O2022-1519]

West 45th Street, at 519 (Handicapped Parking Permit 126580);
[O2022-1523]

CÁRDENAS
(12th Ward)

South Artesian Avenue, at 4016 (Handicapped Parking Permit 122984);
[O2022-1518]

Alderman

Location And Permit Number

South Campbell Avenue, at 4055 (Handicapped Parking Permit 122939);
[O2022-1514]

South Campbell Avenue, at 4125 (Handicapped Parking Permit 108096);
[O2022-1511]

South Hermitage Avenue, at 3650 (Handicapped Parking Permit 122973);
[O2022-1510]

South Honore Street, at 3702 (Handicapped Parking Permit 124870);
[O2022-1431]

South Marshall Boulevard, at 2242 (signs to be posted at 2904 West 23rd Street) (Handicapped Parking Permit 122945);
[O2022-1516]

South Marshfield Avenue, at 3443 (Handicapped Parking Permit 122988);
[O2022-1434]

South Mozart Street, at 3502 (Handicapped Parking Permit 122990);
[O2022-1435]

South Oakley Avenue, at 3435 (Handicapped Parking Permit 124931);
[O2022-1517]

West Pershing Road, at 2922 (Handicapped Parking Permit 127133);
[O2022-1432]

South Sawyer Avenue, at 2355 (Handicapped Parking Permit 122970);
[O2022-1509]

South Troy Street, at 2527 (Handicapped Parking Permit 118123);
[O2022-1439]

South Wood Street, at 3718 (Handicapped Parking Permit 122968);
[O2022-1415]

West 22nd Place, at 2757 (Handicapped Parking Permit 128103);
[O2022-1451]

5/23/2022

NEW BUSINESS PRESENTED BY ALDERMEN

47963

Alderman

Location And Permit Number

West 23rd Place, at 2708 (Handicapped Parking Permit 127967);
[O2022-1438]

West 23rd Street, at 3222 (Handicapped Parking Permit 125029);
[O2022-1508]

West 24th Place, at 2610 (Handicapped Parking Permit 126915);
[O2022-1433]

West 25th Street, at 2622 (Handicapped Parking Permit 122941);
[O2022-1515]

West 25th Street, at 3112 (Handicapped Parking Permit 127535);
[O2022-1436]

West 33rd Street, at 1616 (Handicapped Parking Permit 126754);
[O2022-1429]

West 34th Street, at 1835 (Handicapped Parking Permit 122936);
[O2022-1513]

West 38th Place, at 2727 (Handicapped Parking Permit 127553);
[O2022-1437]

West 38th Street, at 1637 (Handicapped Parking Permit 120410);
[O2022-1512]

QUINN
(13th Ward)

South Avers Avenue, at 7217 (Handicapped Parking Permit 128974);
[O2022-1567]

South Kedvale Avenue, at 6855 (Handicapped Parking Permit 129463);
[O2022-1571]

South Kildare Avenue, at 6554 (Handicapped Parking Permit 129440);
[O2022-1569]

South Knox Avenue, at 6421 (Handicapped Parking Permit 129040);
[O2022-1579]

South Knox Avenue, at 6532 (Handicapped Parking Permit 129392);
[O2022-1573]

Alderman

Location And Permit Number

South Komensky Avenue, at 6954 (Handicapped Parking Permit 128026);

[O2022-1580]

South La Crosse Avenue, at 6355 (Handicapped Parking Permit 129395);

[O2022-1572]

South McVicker Avenue, at 5704 (Handicapped Parking Permit 128402);

[O2022-1578]

South Parkside Avenue, at 6040 (Handicapped Parking Permit 129441);

[O2022-1570]

South Rutherford Avenue, at 6040 (Handicapped Parking Permit 128515);

[O2022-1424]

South Tripp Avenue, at 5733 (Handicapped Parking Permit 128929);

[O2022-1566]

West 64th Street, at 5507 (Handicapped Parking Permit 129396);

[O2022-1577]

West 64th Street, at 6216 (Handicapped Parking Permit 129394);

[O2022-1568]

West 69th Street, at 3905 (Handicapped Parking Permit 129041);

[O2022-1581]

BURKE

(14th Ward)

South Richmond Street, at 5313 (Handicapped Parking Permit 127286);

[O2022-1428]

South Richmond Street, at 5331 (Handicapped Parking Permit 127907);

[O2022-1354]

5/23/2022

NEW BUSINESS PRESENTED BY ALDERMEN

47965

Alderman

Location And Permit Number

South Rockwell Street, at 5135 (Handicapped Parking Permit 126308);
[O2022-1426]

South Spaulding Avenue, at 5126 (Handicapped Parking Permit 128306);
[O2022-1547]

South Trumbull Avenue, at 5228 (Handicapped Parking Permit 122219);
[O2022-1425]

South Whipple Street, at 5158 (Handicapped Parking Permit 105082);
[O2022-1427]

LOPEZ
(15th Ward)

South Hermitage Avenue, at 4816 (Handicapped Parking Permit 127758);
[O2022-1370]

South Hermitage Avenue, at 6551 (Handicapped Parking Permit 127631);
[O2022-1368]

South Honore Street, at 4514 (Handicapped Parking Permit 121797);
[O2022-1358]

South Honore Street, at 5759 (signs to be posted at 1822 West 58th Street) (Handicapped Parking Permit 115978);
[O2022-1362]

South Honore Street, at 6632 (Handicapped Parking Permit 128343);
[O2022-1373]

South Marshfield Avenue, at 4437 (Handicapped Parking Permit 127103);
[O2022-1364]

South Marshfield Avenue, at 6533 (Handicapped Parking Permit 126631);
[O2022-1360]

Alderman

Location And Permit Number

South Mozart Street, at 4527 (Handicapped Parking Permit 127882);
[O2022-1371]

South Paulina Street, at 4514 (Handicapped Parking Permit 127414);
[O2022-1366]

South Paulina Street, at 4612 (Handicapped Parking Permit 111212);
[O2022-1530]

South Rockwell Street, at 4739 (Handicapped Parking Permit 126647);
[O2022-1361]

South Seeley Avenue, at 4813 (Handicapped Parking Permit 126889);
[O2022-1363]

South Seeley Avenue, at 5533 (Handicapped Parking Permit 126337);
[O2022-1357]

South Whipple Street, at 4529 (Handicapped Parking Permit 127640);
[O2022-1369]

South Winchester Avenue, at 4613 (Handicapped Parking
Permit 115993);
[O2022-1355]

South Winchester Avenue, at 6519 (Handicapped Parking
Permit 128041);
[O2022-1372]

South Wood Street, at 4324 (Handicapped Parking Permit 115560);
[O2022-1367]

South Wood Street, at 5616 (Handicapped Parking Permit 126515);
[O2022-1359]

South Wood Street, at 6342 (Handicapped Parking Permit 121804);
[O2022-1356]

West 46th Street, at 2522 (Handicapped Parking Permit 127331);
[O2022-1365]

COLEMAN
(16th Ward)

South Albany Avenue, at 6042 (Handicapped Parking Permit 127179);
[O2022-1377]

5/23/2022

NEW BUSINESS PRESENTED BY ALDERMEN

47967

Alderman

Location And Permit Number

South Artesian Avenue, at 6023 (Handicapped Parking Permit 123560);
[O2022-1375]

South Campbell Avenue, at 6636 (Handicapped Parking Permit 105503);
[O2022-1374]

South Maplewood Avenue, at 6523 (Handicapped Parking Permit 108045);
[O2022-1376]

MOORE
(17th Ward)

South Artesian Avenue, at 6954 (Handicapped Parking Permit 126233);
[O2022-1388]

South Claremont Avenue, at 6831 (Handicapped Parking Permit 108147);
[O2022-1396]

South Claremont Avenue, at 6925 (signs to be posted at 6921 South Claremont Avenue) (Handicapped Parking Permit 127374);
[O2022-1582]

South Hermitage Avenue, at 7936 (Handicapped Parking Permit 127378);
[O2022-1404]

South Hermitage Avenue, at 8210 (Handicapped Parking Permit 125737);
[O2022-1385]

South Honore Street, at 7516 (Handicapped Parking Permit 118142);
[O2022-1380]

South Honore Street, at 7605 (Handicapped Parking Permit 123317);
[O2022-1393]

South Maplewood Avenue, at 6809 (Handicapped Parking Permit 127305);
[O2022-1403]

Alderman

Location And Permit Number

South Maplewood Avenue, at 6925 (Handicapped Parking Permit 126465);
[O2022-1390]

South May Street, at 7335 (Handicapped Parking Permit 126560);
[O2022-1392]

South Paulina Street, at 7041 (Handicapped Parking Permit 127362);
[O2022-1405]

South Paulina Street, at 7547 (Handicapped Parking Permit 126155);
[O2022-1387]

South Peoria Street, at 7841 (Handicapped Parking Permit 126188);
[O2022-1389]

South Rockwell Street, at 7014 (Handicapped Parking Permit 117284);
[O2022-1379]

South Rockwell Street, at 7039 (Handicapped Parking Permit 119728);
[O2022-1397]

South Sangamon Street, at 7715 (Handicapped Parking Permit 126835);
[O2022-1395]

South Seeley Avenue, at 7217 (Handicapped Parking Permit 127246);
[O2022-1402]

South Talman Avenue, at 6821 (Handicapped Parking Permit 119036);
[O2022-1378]

South Talman Avenue, at 7006 (Handicapped Parking Permit 125679);
[O2022-1384]

South Winchester Avenue, at 7209 (Handicapped Parking Permit 127289);
[O2022-1401]

South Winchester Avenue, at 7756 (Handicapped Parking Permit 125082);
[O2022-1383]

5/23/2022

NEW BUSINESS PRESENTED BY ALDERMEN

47969

Alderman

Location And Permit Number

South Winchester Avenue, at 7931 (Handicapped Parking Permit 126472);
[O2022-1391]

South Wolcott Avenue, at 6816 (Handicapped Parking Permit 126687);
[O2022-1394]

West 71st Place, at 2138 (Handicapped Parking Permit 128199);
[O2022-1548]

West 71st Street, at 1543 (Handicapped Parking Permit 125608);
[O2022-1382]

West 71st Street, at 1708 (Handicapped Parking Permit 127177);
[O2022-1400]

West 72nd Place, at 2110 (Handicapped Parking Permit 127617);
[O2022-1406]

West 72nd Place, at 2132 (Handicapped Parking Permit 126037);
[O2022-1386]

West 72nd Place, at 3431 (Handicapped Parking Permit 125461);
[O2022-1381]

West 73rd Place, at 1508 (Handicapped Parking Permit 127192);
[O2022-1398]

West 73rd Street, at 1235 (Handicapped Parking Permit 127109);
[O2022-1399]

CURTIS
(18th Ward)

South Francisco Avenue, at 8238 (Handicapped Parking Permit 121133);
[O2022-1549]

West 80th Place, at 2230 (Handicapped Parking Permit 121274);
[O2022-1531]

West 83rd Street, at 2619 (Handicapped Parking Permit 127110);
[O2022-1551]

Alderman

Location And Permit Number

RODRIGUEZ
(22nd Ward)

South Kenneth Avenue, at 2852 (Handicapped Parking Permit 128119);

[O2022-1585]

South Komensky Avenue, at 2648 (Handicapped Parking Permit 127592);

[O2022-1584]

South Trumbull Avenue, at 2829 (Handicapped Parking Permit 128775);

[O2022-1586]

West 24th Street, at 3802 (Handicapped Parking Permit 128463);

[O2022-1583]

MALDONADO
(26th Ward)

North Kildare Avenue, at 1652 (Handicapped Parking Permit 128296);

[O2022-1532]

BURNETT
(27th Ward)

North Ridgeway Avenue, at 1100 (Handicapped Parking Permit 127738);

[O2022-1535]

TALIAFERRO
(29th Ward)

West Adams Street, at 5317 (Handicapped Parking Permit 128223);

[O2022-1646]

North Austin Boulevard, at 1213 (Handicapped Parking Permit 126538);

[O2022-1630]

North Austin Boulevard, at 1417 (Handicapped Parking Permit 105026);

[O2022-1643]

North Austin Boulevard, at 1429 (Handicapped Parking Permit 127645);

[O2022-1683]

5/23/2022

NEW BUSINESS PRESENTED BY ALDERMEN

47971

Alderman

Location And Permit Number

North Austin Boulevard, at 1445 (Handicapped Parking Permit 127263);
[O2022-1681]

West Gladys Avenue, at 5243 (Handicapped Parking Permit 125113);
[O2022-1650]

West Huron Street, at 5706 (handicapped permit parking);
[O2022-1671]

West Iowa Street, at 5819 (Handicapped Parking Permit 126014);
[O2022-1640]

West Jackson Boulevard, at 4829 (Handicapped Parking Permit 126736);
[O2022-1687]

West Jackson Boulevard, at 5444 (Handicapped Parking Permit 127573);
[O2022-1685]

South Laverne Avenue, at 317 (Handicapped Parking Permit 105051);
[O2022-1676]

West Lexington Street, at 4935 (Handicapped Parking Permit 127151);
[O2022-1629]

West Lexington Street, at 4937 (Handicapped Parking Permit 128595);
[O2022-1677]

North Mango Avenue, at 1703 (handicapped permit parking);
[O2022-1662]

North Mason Avenue, at 211 (Handicapped Parking Permit 105031);
[O2022-1654]

North Mason Avenue, at 215 (handicapped permit parking);
[O2022-1663]

North Mason Avenue, at 1040 (Handicapped Parking Permit 127692);
[O2022-1673]

North Mason Avenue, at 1041 (Handicapped Parking Permit 105055);
[O2022-1642]

Alderman

Location And Permit Number

North Mason Avenue, at 1638 (Handicapped Parking Permit 127050);
[O2022-1688]

North Mason Avenue, at 1712 (Handicapped Parking Permit 127801);
[O2022-1682]

North Mason Avenue, at 1734 (Handicapped Parking Permit 126885);
[O2022-1674]

North Mason Avenue, at 1828 (Handicapped Parking Permit 126866);
[O2022-1647]

South Mason Avenue, at 1135 (Handicapped Parking Permit 112931);
[O2022-1678]

North Massasoit Avenue, at 1033 (Handicapped Parking
Permit 105046);
[O2022-1641]

North Massasoit Avenue, at 1049 (Handicapped Parking
Permit 126955);
[O2022-1686]

North Mayfield Avenue, at 325 (handicapped permit parking);
[O2022-1665]

North Mayfield Avenue, at 1328 (handicapped permit parking);
[O2022-1667]

North Mayfield Avenue, at 1445 (Handicapped Parking Permit 125992);
[O2022-1644]

North Meade Avenue, at 1750 (Handicapped Parking Permit 105045);
[O2022-1668]

North Menard Avenue, at 165 (Handicapped Parking Permit 128437);
[O2022-1675]

North Menard Avenue, at 1706 (Handicapped Parking Permit 122094);
[O2022-1651]

South Menard Avenue, at 1138 (Handicapped Parking Permit 105054);
[O2022-1638]

5/23/2022

NEW BUSINESS PRESENTED BY ALDERMEN

47973

Alderman

Location And Permit Number

North Merrimac Avenue, at 1745 (Handicapped Parking Permit 126951);

[O2022-1635]

North Monitor Avenue, at 1450 (Handicapped Parking Permit 105037);

[O2022-1656]

North Monitor Avenue, at 1740 (Handicapped Parking Permit 126029);

[O2022-1652]

North Monitor Avenue, at 1745 (Handicapped Parking Permit 126597);

[O2022-1679]

North Mont Clare Avenue, at 2549 (Handicapped Parking Permit 127412);

[O2022-1692]

North Nagle Avenue, at 1712 (Handicapped Parking Permit 126932);

[O2022-1633]

North Nagle Avenue, at 1713 (Handicapped Parking Permit 105030);

[O2022-1657]

North Nagle Avenue, at 1812 (Handicapped Parking Permit 126486);

[O2022-1632]

North Natoma Avenue, at 1712 (handicapped permit parking);

[O2022-1666]

North Neva Avenue, at 2842 (Handicapped Parking Permit 104402);

[O2022-1637]

North New England Avenue, at 1736 (Handicapped Parking Permit 125448);

[O2022-1658]

North Newcastle Avenue, at 1625 (Handicapped Parking Permit 105060);

[O2022-1655]

North Parkside Avenue, at 1314 (Handicapped Parking Permit 126130);

[O2022-1645]

Alderman

Location And Permit Number

North Parkside Avenue, at 1724 (Handicapped Parking Permit 108055);

[O2022-1631]

West Polk Street, at 5248 (Handicapped Parking Permit 128470);

[O2022-1672]

West Superior Street, at 5920 (Handicapped Parking Permit 122520);

[O2022-1691]

West Van Buren Street, at 5060 (Handicapped Parking Permit 117982);

[O2022-1653]

West Van Buren Street, at 5419 (Handicapped Parking Permit 105027);

[O2022-1689]

West Van Buren Street, at 5435 (Handicapped Parking Permit 108176);

[O2022-1636]

North Waller Avenue, at 202 (Handicapped Parking Permit 108175);

[O2022-1648]

North Waller Avenue, at 1025 (Handicapped Parking Permit 126442);

[O2022-1634]

North Waller Avenue, at 1306 (Handicapped Parking Permit 127300);

[O2022-1680]

North Waller Avenue, at 1311 (handicapped permit parking);

[O2022-1664]

North Waller Avenue, at 1324 (Handicapped Parking Permit 118136);

[O2022-1649]

North Waller Avenue, at 1508 (Handicapped Parking Permit 112950);

[O2022-1690]

West Walton Street, at 5907 (Handicapped Parking Permit 126443);

[O2022-1684]

WAGUESPACK
(32nd Ward)

West Lyndale Street, at 3061 (Handicapped Parking Permit 120880);

[O2022-1317]

5/23/2022

NEW BUSINESS PRESENTED BY ALDERMEN

47975

Alderman

Location And Permit Number

AUSTIN
(34th Ward)

South Bishop Street, at 11820 (handicapped permit parking);
[O2022-1556]

South Racine Avenue, at 10991 (handicapped permit parking);
[O2022-1557]

MITTS
(37th Ward)

North Linder Avenue, at 1534 (handicapped permit parking);
[O2022-1559]

SMITH
(43rd Ward)

West Grant Place, at 503 (Handicapped Parking Permit 129021);
[O2022-1544]

HADDEN
(49th Ward)

North Bell Avenue, at 7523 (Handicapped Parking Permit 124828);
[O2022-1701]

SILVERSTEIN
(50th Ward)

North Seeley Avenue, at 6714 (Handicapped Parking Permit 416122).
[O2022-1659]

Referred -- AMENDMENT OF PROHIBITION OF PARKING AT ALL TIMES.
(Except For Disabled)

The aldermen named below presented proposed ordinances to amend previously passed ordinances which prohibited the parking of vehicles at all times on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman

Location And Permit Number

QUINN(13th Ward)

Amend ordinance by striking: "South Kenneth Avenue, at 6843 (Handicapped Parking Permit 110616)";

[O2022-1575]

Amend ordinance by striking: "South Mayfield Avenue, at 6107 (Handicapped Parking Permit 121665)";

[O2022-1576]

TABARES(23rd Ward)Amend ordinance by striking: "West 59th Street, at 4059 (Handicapped Parking Permit 69641)";

[O2022-1588]

SPOSATO(38th Ward)

Amend ordinance by striking: "West Giddings Street, at 6043 (Handicapped Parking Permit 75142)";

[O2022-1618]

SILVERSTEIN(50th Ward)

Amend ordinance by striking: "North Fairfield Avenue, at 6500 (Handicapped Parking Permit 121719)".

[O2022-1561]

Referred -- INSTALLATION OF "2 PERCENT DISABLED PARKING" SIGN ON PORTION OF N. MARMORA AVE.

[O2022-1560]

Alderman Gardiner (45th Ward) presented a proposed ordinance for the installation of a "2 Percent Disabled Parking" sign on North Marmora Avenue (east side) from a point 30 feet south of West Giddings Street to a point 20 feet south thereof, to be in effect from 5:00 P.M. to 8:00 P.M., Fridays and 8:00 A.M. to 8:00 P.M., Saturdays and Sundays, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- INSTALLATION OF "NO PARKING OF SEMI-TRUCKS" SIGNS ON 6700 BLOCK OF W. GREGORY ST.

[O2022-1541]

Alderman Napolitano (41st Ward) presented a proposed ordinance directing the Commissioner of Transportation to give consideration to the installation of "No Parking of Semi-Trucks" signs on the 6700 block of West Gregory Street (south side) to be in effect at all times, all days (public benefit), which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- INSTALLATION OF "NO TRUCKS" SIGNS ON PORTION OF S. ELLIS AVE.

[Or2022-122]

Alderman Harris (8th Ward) presented a proposed order directing the Commissioner of Transportation to give consideration to the installation of "No Trucks" signs on South Ellis Avenue, from 8300 to 8400, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- AMENDMENT OF NO PARKING LIMITATION ON PORTION OF S. NOTTINGHAM AVE.

[O2022-1589]

Alderman Tabares (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which established a no parking limitation on South Nottingham Avenue by striking therefrom: "South Nottingham Avenue (both sides) from 5477 to 5497 and 5480 to 5498 -- no parking -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday", which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- REMOVAL OF RUSH HOUR PARKING RESTRICTION ON PORTION OF W. BELMONT AVE.

[O2022-1592]

Alderman Rodriguez-Sanchez (33rd Ward) presented a proposed ordinance to remove a rush hour parking restriction on West Belmont Avenue (both sides) from North Kedzie Avenue to North Western Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONE AT 1118 W. FULTON MARKET.

[O2022-1534]

Alderman Burnett (27th Ward) presented a proposed ordinance to establish a residential permit parking zone at 1118 West Fulton Market, to include five spaces and to be in effect at all times, all days, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONE 1188 ON PORTION OF W. NELSON ST.

[O2022-1555]

Alderman Cardona (31st Ward) presented a proposed ordinance to amend an ordinance which established a residential permit parking zone on a portion of West Nelson Street which reads: "4104 to 4183 West Nelson Street (both sides) -- 6:00 P.M. to 6:00 A.M. -- Residential Permit Parking Zone 1188" by striking: "4104" and inserting in lieu thereof: "4100", which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- REPEAL OF RESIDENTIAL PERMIT PARKING ZONE 2289 ON PORTION OF N. MULLIGAN AVE.

[O2022-1545]

Alderman Gardiner (45th Ward) presented a proposed ordinance to repeal Residential Permit Parking Zone 2289 at 5800 to 5899 North Mulligan Avenue, between West Ardmore Avenue and West Rosedale Avenue, in effect at all times, all days, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- ESTABLISHMENT OF 20-MILE PER HOUR VEHICULAR SPEED LIMITATION ON PORTION OF W. BERWYN AVE.

[O2022-1536]

Alderman Vasquez (40th Ward) presented a proposed ordinance to establish a 20-mile per hour speed limitation for vehicular traffic movement on West Berwyn Avenue, from North Virginia Avenue to North Western Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- AMENDMENT OF 30-MINUTE NO PARKING TOW-AWAY STANDING ZONE ON PORTION OF N. WESTERN AVE.

[O2022-1620]

Alderman Silverstein (50th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on February 23, 2022 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 45041) which established a 30-minute no parking tow-away standing zone on a portion of West Birchwood Avenue by striking therefrom: "West Birchwood Avenue (south side) from North Western Avenue to the first alley west thereof -- 30-minute standing zone -- use flashing lights -- no parking/tow-away zone -- 5:00 P.M. to 3:00 A.M. -- Monday through Friday and 11:00 A.M. to 3:00 A.M. -- Saturday and Sunday", which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES.

The aldermen named below presented proposed ordinances to establish no parking tow-away zones at the locations designated, for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location, Distance And Time
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CÁRDENAS (12 th Ward)	West 43 rd Street (south side) from 2001 to 2399 -- at all times -- all days; [O2022-1693]
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ERVIN (28 th Ward)	North Kostner Avenue (west side) from West Kinzie Street to West Lake Street -- at all times -- all days; [O2022-1591]
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RODRIGUEZ-SANCHEZ (33 rd Ward)	West Ainslie Street (north side) from North Sawyer Avenue to North Spaulding Avenue -- no parking tow-away zone except authorized school personnel -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday; [O2022-1593]
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Alderman Location, Distance And Time

West Argyle Street (south side) from North Sawyer Avenue to North Spaulding Avenue -- no parking tow-away zone except authorized school personnel -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday;

[O2022-1594]

North Spaulding Avenue (east side) from West Argyle Street to West Ainslie Street -- no parking tow-away zone except authorized school personnel -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday.

[O2022-1595]

Referred -- AMENDMENT OF NO PARKING TOW-AWAY ZONE ON PORTION OF W. 59TH ST.

[O2022-1574]

Alderman Quinn (13th Ward) presented a proposed ordinance to amend a no parking tow-away zone on a portion of West 59th Street which reads: "West 59th Street, at 4342 to 4350 -- no parking tow-away zone -- 7:00 A.M. to 4:30 P.M. -- school days" by striking: "no parking tow-away zone -- 7:00 A.M. to 4:30 P.M. -- school days" and inserting: "no parking except for school buses -- 8:00 A.M. to 4:30 P.M. -- school days", which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- REMOVAL OF NO PARKING TOW-AWAY ZONE ON PORTION OF S. KENNETH AVE.

[O2022-1587]

Alderman Rodriguez (22nd Ward) presented a proposed ordinance directing the Commissioner of Transportation to remove a no stopping, no standing, no parking anytime tow-away zone on South Kenneth Avenue (west side) from 2200 to 2300, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- INSTALLATION OF TRAFFIC WARNING SIGNS.

The aldermen named below presented proposed ordinances and orders for the installation of traffic signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location And Type Of Sign
<i>KING</i> (4 th Ward)	South Forrestville Avenue and East 43 rd Street -- "All-Way Stop"; [O2022-1614]
<i>QUINN</i> (13 th Ward)	West 70 th Place and South Lawndale Avenue -- "Two-Way Stop"; [Or2022-140]
<i>TABARES</i> (23 rd Ward)	South Oak Park Avenue and West 64 th Place -- "All-Way Stop"; [Or2022-142] West 59 th Street and South Springfield Avenue -- "All-Way Stop"; [Or2022-141]
<i>VILLEGAS</i> (36 th Ward)	North Long Avenue and West Eddy Street -- "All-Way Stop"; [O2022-1320]
<i>VASQUEZ</i> (40 th Ward)	North California Avenue and West Berwyn Avenue -- "All-Way Stop". [O2022-1562]

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

BY ALDERMAN LEE (11th Ward):

To classify as a B3-2 Community Shopping District instead of a B3-3 Community Shopping District, a C1-2 Neighborhood Commercial District and an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 4-G bounded by:

West 21st Street; South Halsted Street; West Cermak Road; and the alley next west of and parallel to South Halsted Street (common address: 2108 -- 2148 South Halsted Street, 801 -- 809 West 21st Street and 800 -- 810 West Cermak Road).

[O2022-1558]

BY ALDERMAN QUINN (13th Ward):

To classify as an RS2 Residential Single-Unit (Detached House) District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 16-L bounded by:

West 64th Street; the alley next east of and parallel to South Central Avenue; a line 107.25 feet south of and parallel to West 64th Street; and South Central Avenue (common address: 6401 South Central Avenue).

[O2022-1601]

BY ALDERMAN CURTIS (18th Ward):

To classify as Business Planned Development Number 965, as amended, instead of Business Planned Development Number 965 the area shown on Map Number 20-K bounded by:

Lot A in Scottsdale Fourth Addition, being Raymond I. Lutgert's Resubdivision of the northwest quarter of the northwest quarter of Section 34, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, and the land adjacent

to said Lot A to the centerlines of the public right-of-way in West 79th Street; South Cicero Avenue; and West 81st Street (common address: 7901 -- 8071 South Cicero Avenue/4744 -- 4760 West 81st Street/4649 -- 4711 West 79th Street).

[O2022-1542]

BY ALDERMAN REILLY (42nd Ward):

To classify as Planned Development Number 735, as amended, instead of Planned Development Number 735 the area shown on Map Number 6-K bounded by:

a line 118.11 feet north of and parallel to East Erie Street; a line 150.43 feet east of and parallel to North State Street; a line 109.14 feet north of and parallel to East Erie Street; a line 180.44 feet east of and parallel to North State Street; East Erie Street; North State Street; the public alley south of and parallel to West Huron Street; a line 87.33 feet west of and parallel to North State Street; West Huron Street; and North State Street.

[O2022-1625]

3. CLAIMS.

None.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Number)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN LA SPATA (1st Ward):

Referred -- EXEMPTION OF IVY LANE CORPORATION FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2022-1613]

A proposed ordinance to exempt Ivy Lane Corporation from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2501 North Western Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 1431 N. CLAREMONT AVE.

[Or2022-139]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 1431 North Claremont Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERMAN HOPKINS (2nd Ward):

Referred -- AMENDMENT OF SECTION 14X-8-802.2.2 OF MUNICIPAL CODE CONCERNING EXCEPTIONS TO HEATING REQUIREMENTS FOR DWELLING AND SLEEPING UNITS.

[O2022-1602]

A proposed ordinance to amend Title 14X, Chapter 8, Section 802.2.2 of the Municipal Code of Chicago by exempting buildings with a heating plant used in common from the requirement to supply heat between May 1 and June 1 and September 15 and October 31 if the average outside temperature for the succeeding five days will be 75 degrees Fahrenheit or higher or if the heat index for one or more days in the succeeding five days will reach or exceed 75 degrees Fahrenheit, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERMAN KING (4th Ward):

Referred -- EXEMPTION OF JK EQUITIES LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AND PARKING GARAGES OR LOTS IF CAPACITY EXCEEDS SIX SPACES.

[O2022-1615]

A proposed ordinance to exempt JK Equities LLC from the physical barrier requirement pertaining to alley accessibility and the prohibition of alley accessibility to parking lots or garages if the capacity of said lot or garage exceeds six spaces for the parking facilities for 1000 South Michigan Avenue, pursuant to the provisions of Title 10, Chapter 20, Sections 430 and 435 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- STANDARDIZATION OF PORTION OF E. 43RD ST. AS "MUDDY WATERS DRIVE".

[O2022-1616]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of East 43rd Street, from South Lake Park Avenue to South Ellis Avenue, as "Muddy Waters Drive", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SAWYER (6th Ward):

Referred -- STANDARDIZATION OF PORTION OF E. 78TH ST. AS "HONORARY BENJI WILSON WAY".

[O2022-1617]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of East 78th Street, between South Eberhart Avenue and South Rhodes Avenue, as "Honorary Benji Wilson Way", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CALL FOR PUBLIC HEARINGS ON HIV CRISIS IN AFRICAN AMERICAN COMMUNITIES.

[R2022-589]

Also, a proposed resolution calling on the Commissioner of the Chicago Department of Public Health to hold public hearings to address the high rates of new individual HIV infections occurring in Chicago's predominantly African American communities, which was *Referred to the Committee on Health and Human Relations*.

Presented By

ALDERMAN LOPEZ (15th Ward):

Referred -- CALL ON CLEMENCY INVESTIGATIONS, INC. TO INVESTIGATE CLAIMS OF INNOCENCE MADE BY CERTAIN ILLINOIS DEPARTMENT OF CORRECTIONS INMATES.

[Or2022-145]

A proposed order calling on the Committee on Public Safety to appoint Clemency Investigations, Inc. to investigate and report findings on claims of innocence made by Illinois Department of Corrections inmates George Anderson, Javon Deloney, Jerome Johnson and James Lenoir; and calling on Chicago Police Department Superintendent David E. Brown and all members of the Chicago Police Department to cooperate and assist in the investigation of the aforementioned claims of innocence, which was *Referred to the Committee on Public Safety*.

Presented By

ALDERMAN SCOTT (24th Ward):

Referred -- EXEMPTION OF EL PORTAL FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2022-1543]

A proposed ordinance to exempt El Portal from the physical barrier requirement pertaining

to alley accessibility for the parking facilities for 2134 South Troy Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN MALDONADO (26th Ward):

Referred -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 30.30 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES AND ADDING SUBSECTION 35.19 TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF W. ARMITAGE AVE.

[O2022-1546]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 30.30 to allow the issuance of additional alcoholic liquor licenses on West Armitage Avenue, from North Pulaski Road to North Karlov Avenue, and adding new subsection 35.19 to disallow the issuance of additional alcoholic liquor licenses on the south side of West Armitage Avenue, from North Pulaski Road to North Karlov Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERMAN BURNETT (27th Ward):

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Four proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Erie Neighborhood House -- 1634 West Van Buren Street;
[O2022-1554]

North Union LLC -- 908 North Halsted Street;
[O2022-1550]

North Union LLC -- 920 North Wells Street; and
[O2022-1552]

Priority Wrecker Service, Inc. -- 2107 West Fulton Street.
[O2022-1553]

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, three proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard at 167 North Green Street;
[Or2022-138]

one sign/signboard at 325 South Paulina Street; and
[Or2022-137]

one sign/signboard at 315 West Walton Street.
[Or2022-143]

Presented By

ALDERMAN ERVIN (28th Ward):

Referred -- STANDARDIZATION OF PORTION OF W. JACKSON BLVD. AS
"OFFICER NICOL WALKER WAY".

[O2022-1600]

A proposed ordinance directing the Commissioner of Transportation to take the necessary

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47989

action for the standardization of West Jackson Boulevard, between South Kildare Avenue and South Kostner Avenue, as "Officer Nicol Walker Way", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL OF MARQUETTE IMD RESUBDIVISION.

[O2022-1599]

Also, a proposed ordinance directing the Commissioner of Transportation or her designee to approve the Marquette IMD Resubdivision in the block bounded by South Damen Avenue, West Harrison Street, West Ogden Avenue and West Congress Parkway, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN TALIAFERRO (29th Ward):

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mayfield Care and Rehab -- 5905 West Washington Boulevard; and

[O2022-1660]

3232 -- 3236 North Harlem Avenue LLC -- 3232 -- 3236 North Harlem Avenue.

[O2022-1661]

Presented By

ALDERMAN WAGUESPACK (32nd Ward):

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 2775 N. ELSTON AVE.

[Or2022-136]

A proposed order for the issuance of a permit to install a sign/signboard at 2775 North Elston Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERMAN VILLEGAS (36th Ward):

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 2150 N. CICERO AVE.

Two proposed orders for the issuance of permits to install signs/signboards at 2150 North Cicero Avenue, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard measuring 91 square feet; and

[Or2022-134]

one sign/signboard measuring 126 square feet.

[Or2022-135]

Presented By

ALDERMAN SPOSATO (38th Ward):

Referred -- EXEMPTION OF MOTHER'S NATURE CHILDCARE, INC. III FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2022-1619]

A proposed ordinance to exempt Mother's Nature Childcare, Inc. III from the physical barrier

requirement pertaining to alley accessibility for the parking facilities for 3755 -- 3759 North Harlem Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN NUGENT (39th Ward)
And OTHERS:**

Referred -- REAFFIRMATION OF COMMITMENT TO PROTECTION OF REPRODUCTIVE HEALTH CARE RIGHTS.

[R2022-588]

A proposed resolution, presented by Aldermen Nugent, La Spata, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Quinn, Burke, Lopez, Coleman, Moore, Taylor, Brookins, Rodriguez, Scott, Sigcho-Lopez, Ervin, Taliaferro, Waguespack, Rodriguez-Sanchez, Ramirez-Rosa, Villegas, Vasquez, Smith, Tunney, Cappleman, Martin, Hadden and Silverstein and Mayor Lightfoot, reaffirming the City of Chicago's commitment to reproductive freedom, bodily autonomy, and the protection of abortion rights; and further, calling on members of the Illinois congressional delegation to pledge their support to federally codify the basic rights that have been protected for nearly 50 years, including the right to access safe and legal abortion care and individuals' rights to make decisions about their own reproductive health, regardless of the patient's age, sex, gender identity, race, disability, sexual orientation, socioeconomic status, place of residence, or immigration status, which was *Referred to the Committee on Health and Human Relations*.

Presented By

ALDERMAN REILLY (42nd Ward):

Referred -- AMENDMENT OF CHAPTER 4-60 OF MUNICIPAL CODE REGARDING SPECIAL CONDITIONS FOR NAVY PIER LIQUOR LICENSES.

[O2022-1627]

A proposed ordinance to amend Title 4, Chapter 60 of the Municipal Code of Chicago by modifying Section 4-60-071 and adding new Figure 4-60-071(c) to allow a permitted restaurant or tavern located on Navy Pier, specified on Figure 4-60-071(c), to be eligible for

the issuance of a license to provide outdoor/fixed seating service of alcoholic liquor; and further, to allow no more than 12 licensed restaurants or taverns, pursuant to a license issued under Section 4-60-071(a)(1), to serve and sell alcoholic liquor at an outdoor/fixed seating site or site area at Navy Pier during any license period and only one license may be issued for an outdoor location on Navy Pier that is not adjacent to a premises licensed for consumption on the premises, incidental activity, or as a tavern, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AMENDMENT OF SECTION 4-60-130 OF MUNICIPAL CODE REGARDING HOURS OF OPERATION FOR OUTDOOR PATIOS WITHIN CENTRAL BUSINESS DISTRICT.

[O2022-1628]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 130 of the Municipal Code of Chicago by prohibiting any person licensed to operate an outdoor patio located in the central business district from selling, serving or allowing the sale or service of alcoholic liquor for consumption in the outdoor, privately-owned portion of the licensed premises between 12:01 A.M. and the legally established hour of opening until December 1, 2022; and further, after December 1, 2022, no person licensed to operate an outdoor patio located in the central business district will be allowed to sell, serve or allow the sale or service of alcoholic liquor for consumption in the outdoor, privately-owned portion of the licensed premises on Saturdays and Sundays, between 12:01 A.M. and the legally established hour of opening, or on Sundays through Thursdays, between the hours of 11:00 P.M. and the legally established hour of opening on the following day, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AMENDMENT OF CHAPTER 10-28 OF MUNICIPAL CODE REGARDING RENEWAL APPLICATIONS FOR SIDEWALK SIGN PERMITS AND OPERATION OF SIDEWALK CAFES.

[O2022-1624]

Also, a proposed ordinance to amend Title 10, Chapter 28 of the Municipal Code of Chicago by modifying Section 10-28-360 to define a "renewal application" for a sidewalk sign permit as an application for the same location and by the same person approved by the Commissioner of Business Affairs and Consumer Protection or the Commissioner's designee within the previous five years and where there is no change from the previously approved sidewalk sign application submitted under Section 10-28-375; and modifying Section 10-28-820 to define a "renewal application" for operation of a sidewalk cafe as an application for the same location and by the same person approved within the previous

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47993

12 months and where there is no change from the previously approved sidewalk cafe application submitted under Section 10-28-810, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AMENDMENT OF SECTION 17-1-1406-B OF MUNICIPAL CODE REGARDING ZONING MAP CONVERSIONS IN DOWNTOWN AREA.

[O2022-1626]

Also, a proposed ordinance to amend Title 17, Chapter 1, Section 1406-B of the Municipal Code of Chicago by modifying the downtown area zoning map conversion table and deleting in full Figure 17-1-1406-B, the Downtown Core District map conversion, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 651 W. WASHINGTON BLVD.

[Or2022-144]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 651 West Washington Boulevard, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

**ALDERMAN SMITH (43rd Ward) And
ALDERMAN REILLY (42nd Ward):**

Referred -- AMENDMENT OF SECTION 4-60-076 OF MUNICIPAL CODE TO FURTHER REGULATE OUTDOOR ENTERTAINMENT VENUES WITHIN PLANNED DEVELOPMENTS THAT PERMIT RESIDENTIAL USES.

[O2022-1623]

A proposed ordinance to amend Title 4, Chapter 60, Section 076 of the Municipal Code of Chicago by prohibiting any outdoor entertainment venue from being located within 250 feet of

any existing property that contains residences, measured from the nearest property line of the property that contains residences to the nearest property line of the property containing the outdoor entertainment venue, at the time it applies for its licenses under Chapters 4-60 and 4-156; prohibiting any outdoor entertainment venue from being located within a planned development that permits residential uses; and further, prohibiting no more than one outdoor entertainment venue pursuant to any license issued under this section during any license period, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERMAN MARTIN (47th Ward):

Referred -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 47.5 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. ASHLAND AVE.

[O2022-1540]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 47.5 which restricted the issuance of additional alcoholic liquor licenses on North Ashland Avenue, from West Grace Street to West Irving Park Road, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, four proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

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GXSR LLC-4323 North Paulina Series -- 4323 North Paulina Street;

[O2022-1538]

Paulina Building LLC -- 4913 North Paulina Street;

[O2022-1539]

3352 North Ashland Avenue LLC -- 3352 North Ashland Avenue; and

[O2022-1597]

3601 North Ravenswood LLC -- 3605 North Ravenswood Avenue.

[O2022-1598]

Presented By

ALDERMAN HADDEN (49th Ward):

Referred -- CALL FOR HEARING ON DEATHS AT JAMES SNEIDER APARTMENTS
LOCATED AT 7450 N. ROGERS AVE.

[R2022-541]

A proposed resolution calling on current residents of the James Sneider Apartments and representatives from the Hispanic Housing Development Corporation, the Department of Law, the Department of Buildings, the Department of Public Health, the Department of Family and Support Services, and the Department of Housing to elicit testimony at a hearing before the Committee on Housing and Real Estate regarding the events leading up to the deaths of three senior residents of the James Sneider Apartments on May 14, 2022 and to identify legislative avenues that will strengthen protections for tenants from extreme heat and cold conditions, which was *Referred to the Committee on Housing and Real Estate*.

5. *FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF
WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ET CETERA.*

None.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (April 27, 2022)
(Regular Meeting)

The Honorable Andrea M. Valencia, City Clerk, submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago* for the regular meeting held on Wednesday, April 27, 2022 at 10:00 A.M., signed by her as such City Clerk.

Alderman Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL (May 16, 2022)
(Special Meeting)

The Honorable Andrea M. Valencia, City Clerk, submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago* for the special meeting held on Monday, May 16, 2022 at 11:30 A.M., signed by her as such City Clerk.

Alderman Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

None.

Recess Taken.

At this point in the proceedings, Mayor Lightfoot moved to *Recess* the meeting and reconvene at 3:00 P.M. Hearing no objection, the City Council *Stood in Recess*.

At the conclusion of the recess, Mayor Lightfoot called the City Council to order and the meeting *Resumed*. Mayor Lightfoot then stated that the City Council would now return to the Reports of Committees to consider the report of the Special Committee on the Chicago Casino.

SPECIAL COMMITTEE ON THE CHICAGO CASINO.

Action Deferred -- AMENDMENT OF TITLES 2, 4, 8 AND 17 OF MUNICIPAL CODE REGARDING ESTABLISHMENT OF CASINO IN CHICAGO.

[SO2022-1316]

The Special Committee on the Chicago Casino submitted the following report which was, on motion of Alderman Tunney and Alderman Ervin, *Deferred* and ordered published:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Presenting a report for your Special Committee on the Chicago Casino, which held subject matter hearings on April 24 and May 9, 2022, and held a meeting on May 20, 2022, which recessed and reconvened on May 23, 2022, the following two items pertinent to the establishment of a Chicago Casino received a "do pass" recommendation by a majority of the members present:

First, a revised substitute ordinance amending Titles 2, 4, 8 and 17 of the Municipal Code regarding a casino in the City of Chicago.

Second, a substitute resolution concerning the development and operation of a casino in the City of Chicago.

Respectfully submitted,

(Signed) THOMAS TUNNEY,
Chairman.

The following is said proposed substitute ordinance transmitted with the foregoing committee report:

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

SECTION 1. Section 2-32-031 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as follows:

2-32-031 Debt management policies; retention of rebate calculation agents, financial advisors, consultants, dissemination agents and qualified independent representatives.

(Omitted text is unaffected by this ordinance)

(h) (1) In connection with revenues from operation of any casino located within the City pursuant to a temporary operator permit or owners license issued by the Illinois Gaming Board, the Chief Financial Officer shall have authority to enter into agreements, instruments and other documents and provide consents, waivers or approvals as contemplated under the Host Community Agreement referenced in Section 13 of this ordinance (the "Host Community Agreement"), and perform any other ministerial acts necessary for the administration of the Host Community Agreement.

(2) Notwithstanding subparagraph (h)(1), no material amendment or change to: (i) the Host Community Agreement; or (ii) any such agreement, instrument or other document referenced in subparagraph (h)(1), shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this subsection (h) means any deviation in terms which operates to cancel or otherwise reduce any developmental, construction, sourcing or job-creating obligations of the casino developer by more than ten percent (10%) or materially changes the casino project sites or character of the casino project or the activities undertaken by the casino developer affecting the casino project sites, the casino project, or both, or increases any time agreed for performance by the casino developer by more than ninety (90) days.

(3) The Chief Financial Officer shall have the authority to retain financial advisors, consultants and services firms to provide the City advice and services in connection with administering, or otherwise relating to any activities contemplated by or arising from, any such Host Community Agreement.

(4) Any City revenues from operation of a casino within the City shall be subject to appropriation by the City Council.

SECTION 2. Section 4-4-313 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-4-313 Businesses that are or cause a nuisance.

(Omitted text is unaffected by this ordinance)

(h) For purposes of this section:

(Omitted text is unaffected by this ordinance)

(3) "Objectionable conditions" include, but are not limited to, disturbance of the peace, public drunkenness, drinking in public, harassment of passersby, illegal gambling, prostitution, loitering, public urination, lewd conduct, drug trafficking, or excessive loud noise.

SECTION 3. Section 4-6-180 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-6-180 Hotel.

(Omitted text is unaffected by this ordinance)

(f) Prohibited acts. It shall be unlawful for any licensee engaged in the business of hotel to:

(Omitted text is unaffected by this ordinance)

(2) knowingly permit prostitution, pimping, gambling or illegal possession or delivery of, or trafficking in, controlled substances or other drugs, including cannabis, to occur on or immediately adjacent to the licensed establishment; or to fail to discover such illegal acts on or immediately adjacent to the licensed establishment under circumstances in which a reasonable person, exercising ordinary care and diligence, would infer that such activity is taking place; or to fail to report to the police in a timely manner any criminal activity occurring on or immediately adjacent to the licensed establishment, if such criminal activity is observed by or reported to the licensee. Provided, however, that it shall be an affirmative defense to any prosecution under this subsection if the licensee immediately notified the police of the public nuisance occurring on or immediately adjacent to the licensed establishment. For purposes of this subsection, the term "licensee" also includes employees and agents of the licensee. Nothing in this section shall be construed to prohibit or regulate any conduct authorized by the Illinois Gambling Act, or the Sports Wagering Act, each as in effect on May 4, 2022.

(Omitted text is unaffected by this ordinance)

SECTION 4. Section 4-14-010 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-14-010 Definitions.

As used in this chapter:

(Omitted text is unaffected by this ordinance)

"Objectionable condition(s)" means any disturbance of the peace, public drunkenness, drinking in public, harassment of passersby, loitering, public urination, unlawful garbage or waste disposal, illegal gambling, lewd conduct or excessive loud noise.

(Omitted text is unaffected by this ordinance)

SECTION 5. Chapter 4-60 of the Municipal Code of Chicago is hereby amended by adding the language underscored, by deleting the language struck through, and by adding a new Section 4-60-072, as follows:

4-60-021 Ordinance prohibiting issuance of additional liquor licenses – Requirements – Procedure.

(Omitted text is unaffected by this ordinance)

(c) No ordinance to prohibit the issuance of additional liquor licenses in a specified area may:

(1) prohibit additional licenses for sale of liquor on the premises of any of the following: sports stadiums with a seating capacity of more than 3,000 persons; restaurants; hotels; casinos, as that term is defined in 230 ILCS 10/4; banquet halls licensed for incidental service of liquor only and where the principal activity is the service of food, theaters whose premises are licensed for incidental service of liquor only, that provide live stage performances and are equipped with fixed seating; any ice rink for which a valid public place of amusement license and a valid retail food license have been issued, and where the sale of alcoholic liquor is incidental to those activities; ~~or~~ facilities operated by the metropolitan pier and exposition authority; or Sports Plazas, as that term is defined in ~~section~~ Section 4-60-075;

(Omitted text is unaffected by this ordinance)

4-60-024 Lapse of license – Transfer of interest.

Whenever the liquor license for a premises located within an area described in Section 4-60-022 or Section 4-60-023 lapses for failure to renew or is revoked for cause, no new license shall be issued for that premises, unless the premises is a sports stadium with a seating capacity greater than 3,000 persons, a casino, as that term is defined in 230 ILCS 10/4, a restaurant, or a hotel, or is operated by the metropolitan pier and exhibition authority. If the premises is any of the foregoing, any new license shall be limited to sale of alcoholic liquor for consumption on the premises. Nothing in Section 4-60-022 or Section 4-60-023 prevents or prohibits the issuance of an additional license to allow continued operation of an existing business within an area specified in either section by a new licensee, if the license is of the same type and if the successor licensee is any of the following: (a) the legal spouse of the prior licensee at the time of application for the new license; or (b) a parent, natural or adopted child of the prior licensee; or (c) an heir of the prior licensee by intestate succession, or a testamentary devisee of the prior licensee, and, after the death of the prior licensee, has thereby received the prior owner's interest in the licensed business; or (d) any other person who already shares ownership in the licensed business, or is acquiring less than five percent of the shares of a corporate licensee; or (e) any other person who is acquiring the licensed business by purchase.

(Omitted text is unaffected by this ordinance)

4-60-072 Liquor licenses in a casino.

A liquor licensee in a casino, as that term is defined in 230 ILCS 10/4, shall be subject to all provisions of this chapter, except for subsections (e) and (f) of Section 4-60-040; the 35-day review period of subsection (h) of Section 4-60-040; Section 4-60-050; Section 4-60-130; and any provision of this Code regarding hours for the sale and consumption of alcoholic liquor.

SECTION 6. Chapter 4-156 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-156-010 Definitions.

For purposes of this chapter:

"Amusement" means: (1) any exhibition, performance, presentation or show for entertainment purposes, including, but not limited to, any theatrical, dramatic, musical or spectacular performance, promotional show, motion picture show, flower, poultry or animal show, animal act, circus, rodeo, athletic contest, sport, game or similar exhibition such as boxing, wrestling, skating, dancing, swimming, racing, or riding on animals or vehicles, baseball, basketball, softball, football, tennis, golf, hockey, track and field games, bowling or billiard or pool games; (2) any entertainment or recreational activity offered for public participation or on a membership or other basis including, but not limited to, carnivals, amusement park rides and games, bowling, billiards and pool games, dancing, tennis, racquetball, swimming, weightlifting, bodybuilding or similar activities; or (3) any paid television programming, whether transmitted by wire, cable, fiber optics, laser, microwave, radio, satellite or similar means. "Amusement" does not include lawful gambling at a casino, as that term is defined in 230 ILCS 10/4.

(Omitted text is unaffected by this ordinance)

4-156-150 Definitions.

As used in this chapter:

"Automatic amusement device" means any machine, which, upon the insertion of a coin, slug, token, card or similar object, or upon any other payment method, may be operated by the public generally for use as a game, entertainment or amusement, whether or not registering a score, and includes but is not limited to such devices as jukeboxes, marble machines, pinball machines, movie and video booths or stands and all games, operations or transactions similar thereto under whatever name by which they may be indicated. Bingo devices are deemed gambling devices and are therefore prohibited for use except as provided by state law. If a machine consists of more than one game monitor which permits individuals to play separate games simultaneously, each separate game monitor shall be deemed an automatic amusement device. An "automatic amusement device" does not include a machine used for lawful gambling at a casino, as that term is defined in 230 ILCS 10/4.

(Omitted text is unaffected by this ordinance)

4-156-450 Gambling.

It is unlawful for any licensee to conduct or permit any person to conduct any raffle, lottery or chance distribution of money, or article of value, or any gift enterprise or any form of gambling upon the licensed premises; provided, however, that nothing in this Section shall be construed to prohibit any conduct authorized by the Sports Wagering Act, 230 ILCS 45/25-1, et seq. or the Illinois Gambling Act, 230 ILCS 10/1, et seq., each as in effect on May 4, 2022.

4-156-160 Tax imposed.

An annual tax in the amount of \$150.00 for each calendar year is imposed upon all automatic amusement devices operated for gain or profit per device. This section does not apply to a casino, as that term is defined in 230 ILCS 10/4.

SECTION 7. Section 8-12-010 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

8-12-010 Gambling prohibited.

No person shall play or engage in faro, roulette, or gambling for money or other valuable thing, or in any other device or game of chance, hazard, or skill, either as bookmaker, dealer, keeper, player, or otherwise, for the purpose of gaming or gambling for money or other valuable thing. Nothing in this chapter shall be construed to prohibit any conduct authorized by the following statutes, each as in effect on May 4, 2022: the Illinois Lottery Law, the Illinois Horse Racing Act, the Raffles and Poker Runs Act, the Illinois Pull Tabs and Jar Games Act, the Bingo License and Tax Act, the Charitable Games Act, the Illinois Gambling Act, or the Illinois Sports Wagering Act.

SECTION 8. Section 17-4-0200 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by inserting the underscored language, as follows:

17-4-0200 Allowed Uses.

(Omitted text is unaffected by this ordinance)

17-4-0207 Use Table and Standards

USE GROUP		Zoning Districts				Use Standard	Parking Standard
Use Category		DC	DX	DR	DS		
Specific Use Type							
P = permitted by right		S = special use approval req'd				PD = planned	
		development approval req'd				- = not allowed	
COMMERCIAL							
(Omitted text is unaffected by this ordinance)							
RR. Sports and Recreation, Participant							
(Omitted text is unaffected by this ordinance)							
3.	Indoor	P	P	-	P	17-9-0120	17-10-0208
(Omitted text is unaffected by this ordinance)							

SECTION 9. Section 17-8-0500 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by inserting the underscored language, as follows:

17-8-0500 Mandatory Planned Development Thresholds.

(Omitted text is unaffected by this ordinance)

17-8-0510-E Planned Development review and approval is required for any casino use and such

use may only be established in a DX zoning district.

(Omitted text is unaffected by this ordinance)

SECTION 10. Section 17-9-0100 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by inserting the underscored language, as follows:

17-9-0100 Use Standards.

(Omitted text is unaffected by this ordinance)

17-9-0120 Casino. All such uses must be:

1. conducted within completely enclosed buildings;
2. located in a DX zoning district; and
3. established pursuant to the planned development standards of Section 17-8-0500.

SECTION 11. Section 17-13-200 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by inserting new subsection 17-13-0205, as follows:

17-13-0200 Zoning Ordinance text amendments.

(Omitted text is unaffected by this ordinance)

17-13-0205 Exception. Any proposed text amendment involving the establishment of a casino in the City of Chicago which is referred to the City Council Special Committee on the Chicago Casino is excepted from the procedures outlined in Sections 17-13-0201, 17-13-0202, and 17-13-0203.

(Omitted text is unaffected by this ordinance)

SECTION 12. Section 17-7-0100 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the language struck through and by inserting the underscored language, as follows:

17-17-0100 Use Group and Category Descriptions.

(Omitted text is unaffected by this ordinance)

17-17-0104-AA Sports and Recreation, Participant. Provision of sports or recreation primarily by and for participants. (Spectators would be incidental and on a nonrecurring basis). The following are participant sports and recreation use types (for either general or personal use):

(Omitted text is unaffected by this ordinance)

3. Indoor. Participant sport and recreation uses conducted within an enclosed building, other than arcades and *entertainment cabarets*. Typical uses include bowling alleys, billiard parlors, shooting range facilities, and physical fitness centers, and casinos.

(Omitted text is unaffected by this ordinance)

17-17-0200 General Terms.

(Omitted text is unaffected by this ordinance)

17-17-0234 Reserved. Casino. A facility at which gambling is authorized as provided in the Illinois Gambling Act as in effect on May 4, 2022.

(Omitted text is unaffected by this ordinance)

SECTION 13. The Mayor is authorized to negotiate and enter into a Host Community Agreement with Bally's Corporation or a subsidiary thereof whose obligations to the City are guaranteed by Bally's Corporation (the "Selected Applicant"), substantially in the form attached as Exhibit A, (the "Host Community Agreement"), to the casino resolution accompanying this ordinance, for the purpose of memorializing the details concerning the development and operation of a casino in the City of Chicago by the Selected Applicant.

SECTION 14. The Selected Applicant shall pay to the City \$40 million upfront payment for the benefit of developing and operating a casino in the City of Chicago (the "Fixed Incentive Payment") as provided in the Host Community Agreement upon the signing of the Host Community Agreement. Subject to appropriation, the City intends to allocate the entirety of the Fixed Incentive Payment for payment towards the City's annual required pension contribution for any City of Chicago annuity and benefit fund created under the Illinois Pension Code (40 ILCS 5/1-101, et. seq.).

SECTION 15.

(a) The Chief Financial Officer, in consultation with the Commissioners of Planning and Development, Transportation, and Housing, and the Chief Procurement Officer, shall provide a quarterly report to the City Council Committee on Contracting Oversight and Equity detailing compliance with construction contracting goals, vendor goals, aggregate construction job numbers and aggregate operating job numbers that are required under Section 2.c. and Section 3.b. of Exhibit A-2 of the Host Community Agreement; and Section 2.a. and Section 2.b. of the Exhibit A-3 of the Host Community Agreement (including data broken down by ethnicity).

(b) The Chief Financial Officer, the Commissioners of Planning and Development, Transportation, and Housing, and the Chief Procurement Officer shall appear annually during the construction of a casino in the City of Chicago at a public hearing before the

City Council Committee on Contracting Oversight and Equity to provide a report regarding compliance with the construction contracting goals, vendor goals, aggregate construction job numbers and aggregate operating job numbers that are required under Section 2.c. and Section 3.b. of Exhibit A-2 of the Host Community Agreement; and Section 2.a. and Section 2.b. of the Exhibit A-3 of the Host Community Agreement (including data broken down by ethnicity).

SECTION 16. Any liquidated damages paid to the City under Exhibit A-2 of the Host Community Agreement shall be placed into a fund, pursuant to the Budget Director's direction and subject to appropriation, to be utilized for support of the City's contracting equity and workforce development programs and related uses.

SECTION 17. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 18. This ordinance shall be in full force and effect upon due passage and approval.

Action Deferred -- HOST COMMUNITY AGREEMENT WITH BALLY'S CHICAGO OPERATING COMPANY LLC FOR DEVELOPMENT AND OPERATION OF CHICAGO CASINO.

[SR2022-587]

The Special Committee on the Chicago Casino submitted the following report which was, on motion of Alderman Tunney and Alderman Ervin, *Deferred* and ordered published:

CHICAGO, May 23, 2022.

To the President and Members of the City Council:

Presenting a report for your Special Committee on the Chicago Casino, which held subject matter hearings on April 24 and May 9, 2022, and held a meeting on May 20, 2022, which recessed and reconvened on May 23, 2022, the following two items pertinent to the establishment of a Chicago Casino received a "do pass" recommendation by a majority of the members present:

First, a revised substitute ordinance amending Titles 2, 4, 8 and 17 of the Municipal Code regarding a casino in the City of Chicago.

Second, a substitute resolution concerning the development and operation of a casino in the City of Chicago.

Respectfully submitted,

(Signed) THOMAS TUNNEY,
Chairman.

The following is said proposed substitute resolution transmitted with the foregoing committee report:

WHEREAS, In 2019, Public Act 101-0031 amended the Illinois Gambling Act (the "Act"), 230 ILCS 10/1, et seq., to significantly expand gaming throughout Illinois; and

WHEREAS, The Act allows the Illinois Gaming Board ("IGB") to issue one owners license authorizing the conduct of casino gambling in the City of Chicago (the "City"); and

WHEREAS, Following the amendment of the Act, the City issued its Request for Proposals -- Casino in the City of City (the "RFP") to identify prospective developers of a casino to be located within the City (the "Casino"); and

WHEREAS, In response to the RFP, the City received five Casino proposals (each a "Proposal") from four RFP applicants (each an "Applicant"); and

WHEREAS, In accordance with Section 7(e-5) of the Act, (1) on November 19, 2021, a summary of each Applicant's Proposal was publicly released and posted on the City's casino website at <https://www.chicago.gov/city/en/sites/chicago-casino/home/rfp.html> and (2) on December 16, 2021, each Applicant made a public presentation concerning its Proposal; and

WHEREAS, An evaluation committee of the City (the "Committee") consisting of representatives from a number of City departments and offices was created to review the proposals and make recommendations to the City's Mayor, the Honorable Lori E. Lightfoot; and

WHEREAS, Various members of the Committee, along with other City personnel, extensively reviewed each of the Proposals and met with each Applicant concerning its Proposal; and

WHEREAS, On March 22, 2022, the City publicly released its casino evaluation report (the "Evaluation Report") and posted such Evaluation Report on the City's casino website at: <https://www.chicago.gov/city/en/sites/chicago-casino/home/evaluation-report.html>; and

WHEREAS, The Evaluation Report provides a detailed overview of the five Proposals received in response to its RFP and the Evaluation Committee's findings relating to each Proposal; and

WHEREAS, Based on the findings in the Evaluation Report, the City selected the following three Applicants as finalists (listed in alphabetical order): Bally's Corporation at the Tribune Site, Hard Rock at the ONE Central Site, and Rivers 78 at the 78 site; and

WHEREAS, In accordance with Section 7(e-5) of the Act, in April 2022, the City and each of the three finalist Applicants held a public community engagement hearing concerning each Proposal where, among other things, the following matters were discussed: (1) the Applicant's good faith negotiations with the City; (2) the location of the Applicant's proposed permanent casino; (3) the location of the Applicant's proposed temporary casino; (4) the proposed percentage of revenues of the Applicant's Casino that would be shared with the City, if any, and other financial commitments made by the respective Applicant to the City; and (5) matters concerning zoning, licensing, public health, or other issues relating to the Proposal that are within the jurisdiction of the City; and, at each such public hearing, members of the public were afforded an opportunity to present written and oral comments and questions concerning each Applicant's Proposals; and

WHEREAS, The City, through a public email address, also accepted hundreds of comments from the public concerning the Proposals; and

WHEREAS, Following the community engagement hearings, the City continued its discussions and negotiations with each finalist Applicant, and on May 5, 2022, Mayor Lightfoot selected Bally's Corporation or a subsidiary thereof whose obligations to the City are guaranteed by Bally's Corporation as the selected Applicant (the "Selected Applicant"); and

WHEREAS, The City Council strongly supports the selection of the Selected Applicant to develop and operate a Casino in the City; and

WHEREAS, As required by Section 7(e-5) of the Act, the City Council finds that: (1) the Selected Applicant has negotiated with the City in good faith; (2) the Selected Applicant and the City have mutually agreed upon the permanent location of the Casino; (3) the Selected Applicant and the City have mutually agreed upon the temporary location of the Casino; (4) the Selected Applicant and the City have mutually agreed upon the percentage of revenues that will be shared with the City, if any; (5) the Selected Applicant and the City have mutually agreed in general terms on the zoning, licensing, public health and other issues under the jurisdiction of the City; and

WHEREAS, The City Council desires to certify the Selected Applicant to the IGB; now, therefore,

Be It Resolved, The foregoing preambles are hereby adopted and incorporated into this resolution; and

Be It Further Resolved, The Mayor is authorized to negotiate and enter into a Host Community Agreement with the Selected Applicant, substantially in the form attached hereto as Exhibit A (the "Host Community Agreement"), for the purpose of memorializing the details concerning development and operation of the Casino; and

Be It Further Resolved, This resolution shall constitute the resolution in support of the Casino in the City as required by Section 7(e-5) of the Act; and

Be It Further Resolved, The Selected Applicant is hereby certified to the IGB effective upon the Closing Date as that term is defined in the Host Community Agreement and the Mayor is authorized to execute all necessary documents consistent with this certification or otherwise required by the IGB in conjunction with this certification; and

Be It Further Resolved, The Selected Applicant shall pay \$2 Million per year for purposes of community benefits (the "Community Benefit Funds") upon the opening of the Casino at a temporary location as provided in the Host Community Agreement. Subject to appropriation, the City intends to allocate the Community Benefit Funds to provide additional public safety services in the area surrounding the temporary casino location, as determined by the City, in consultation with the Selected Applicant. Upon the opening of the Casino at a permanent location as provided in the Host Community Agreement, the City, subject to appropriation, intends to allocate out of the Community Benefit Funds: (i) \$1 Million to provide additional public safety services in the area surrounding the permanent Casino location, as determined by the City, in consultation with the Selected Applicant; and (ii) \$1 Million to provide funding for community service projects that are selected in consideration of public input provided through the office of the alderman of the affected ward; and

Be It Further Resolved, To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this resolution, the provisions of this resolution shall control. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this resolution; and

Be It Further Resolved, This resolution shall be in full force and effect following due passage and approval.

Host Community Agreement With Bally's Chicago Operating Company LLC reads as follows:

Host Community Agreement With Bally's Chicago Operating Company LLC.

This Host Community Agreement is dated as of _____, 2022, by and between the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, ("**City**"), having its principal place of business at 121 N. LaSalle Street, Chicago, Illinois 60602 and Bally's Chicago Operating Company, LLC, an Illinois limited liability company with a place of business at c/o Bally's Corporation, 100 Westminster Street, Providence, RI 02903 ("**Developer**"). Capitalized terms used and not defined elsewhere in this Agreement are defined in Section 1.

RECITALS

A. On June 28, 2019, the Governor of the State of Illinois (the "**State**") signed into law Public Act 101-0031, which public act significantly expanded gaming throughout the State by, among other things, amending the Illinois Gambling Act, 230 ILCS 10/1 et seq., as amended from time to time (such Illinois Gambling Act and all rules and regulations promulgated thereunder, the "**Act**") and authorizing the Illinois Sports Wagering Act, 230 ILCS 45/25 et seq., as amended from time to time (such Illinois Sports Wagering Act and all rules and regulations promulgated thereunder, the "**Sports Wagering Act**").

B. The Act authorizes the issuance of one (1) owners license within the City, and provides the City authority to regulate the location of the Project and regulate zoning, licensing, public health and other issues that are within the jurisdiction of the City concerning the Project;

C. Under Section 7(e-5) of the Act, for an application for a City-based owners license to be considered by the Illinois Gaming Board (the "**Board**"), the City must certify the following requirements (collectively, the "**(e-5) Requirements**") to the Board:

- (i) that the applicant has negotiated with the City in good faith;
- (ii) that the applicant and the City have mutually agreed on the permanent location of the casino;
- (iii) that the applicant and the City have mutually agreed on the temporary location of the casino;
- (iv) that the applicant and the City have mutually agreed on the percentage of revenues that will be shared with the City;
- (v) that the applicant and the City have mutually agreed on any zoning, licensing, public health or other issues that are within the jurisdiction of the municipality or county;
- (vi) that the City Council has passed a resolution or ordinance in support of the casino in the City;

(vii) that the applicant has made a public presentation concerning its casino proposal; and

(viii) that the applicant has prepared a summary of its casino proposal and such summary has been posted on a public website of the City.

D. The Project will result in Developer paying millions of dollars of property taxes, gaming taxes and fees to the City, investing millions of dollars in capital improvements in the City and creating thousands of construction jobs and direct jobs, as well as related indirect jobs and revenue, for both the City and the surrounding area.

NOW, THEREFORE, in consideration of their mutual execution and delivery of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions; References.

The terms defined in this Section 1 shall have the meanings indicated for purposes of this Agreement. Definitions which are expressed by reference to the singular or plural number of a term shall also apply to the other number of that term. References to Recitals, Sections and Exhibits herein refer to the Recitals and Sections in this Agreement and Exhibits attached to this Agreement.

“**Act**” is defined in Recital A.

“**Additional Commitments**” means collectively, those obligations of Developer set forth in Section 4.3.

“**Affiliate**” means a Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, another Person.

“**Agreement**” means this Host Community Agreement including all exhibits and schedules attached hereto, as the same may be amended, supplemented or otherwise modified from time to time.

“**Application**” means Developer’s application for a License in the form and containing such information, documents, certifications and signatures as required by the Act.

“**Approvals**” means all or any licenses, permits, approvals, consents and authorizations that Developer is required to obtain from any Governmental Authority to perform and carry out its obligations under this Agreement, including, but not limited to, the Developer’s License, the Planned Development, and such other permits and licenses necessary to complete the Work, and to open, operate and occupy the Project Site and the Project.

“**Board**” is defined in Recital C.

“**Bringdown Schedule**” is defined in Section 2.3(c).

“Business Day” means all weekdays except Saturday and Sunday and those that are official legal holidays of the City, State or the United States government. Unless specifically stated as “Business Days,” a reference to “days” means calendar days.

“Casino” means the premises, buildings and improvements in the City in which Gaming is conducted by Developer pursuant to the Act, the Sports Wagering Act and this Agreement, but shall not include any public streets or other public ways.

“Casino Gaming Operations” means any Gaming operations permitted under the Act or the Sports Wagering Act and offered or conducted at the Project.

“Casino Management Agreement” means any agreement or arrangement that may be entered into by and between Developer and a Casino Manager or pursuant to which Developer pays any fees to a Casino Manager.

“Casino Manager” means any Person (a) who or which has been engaged, hired or retained by or on behalf of Developer to manage or operate the Casino and the Casino Gaming Operations or (b) to whom or which Developer has any liability to pay management fees, license fees, royalties or like payments for the management or operation of the Casino and the Casino Gaming Operations, in each case, excluding Developer’s employees and the employees of Parent Company and its subsidiaries.

“Certification” shall mean the certification made by the City that Developer has satisfied the (e-5) Requirements.

“City” means the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois.

“City Consultants” is defined in the definition of “Development Process Cost Fees”.

“City Council” shall mean the duly elected municipal council of the City of Chicago, Illinois.

“Closing Certificate” means the certificate to be delivered by Developer in substantially the form of Exhibit G.

“Closing Conditions” is defined in Section 2.3.

“Closing Date” is defined in Section 4.10.

“Closing Deliveries” is defined in Section 2.3(a).

“Complete” means the substantial completion of the Work, as evidenced by the issuance of a temporary certificate of occupancy by the appropriate Governmental Authority for all Components to which a certificate of occupancy would apply, and in any case that:

(a) in the case of either Project, not less than seventy-five percent (75%) of the Gaming Area is open to the general public for its intended use;

(b) in the case of the Temporary Project, Gaming Machines and Table Games constituting not less than 600 Gaming Positions have been installed and are operable for Casino Gaming Operations; and

(c) in the case of the Permanent Project, not less than:

(i) seventy-five percent (75%) of the Parking Spaces are open for their intended use by patrons and employees of the Project;

(ii) seventy-five percent (75%) of the Initial Hotel Rooms are rented or available for rental by overnight guests;

(iii) seventy-five percent (75%), taken as a whole, of the Retail Floor Space, the Restaurant Floor Space, the Event Space, the Exhibition Space, the Visitor Center Space and the other Components, but excluding the Greenspace, is open to the general public for its intended use, including at least five (5) distinct food and beverage outlets (counting a 'food hall', 'marketplace', 'food truck stand', cafeteria or other venue featuring multiple outlets but common patron seating as a single outlet); and

(iv) the Riverwalk Running Length is open for traverse by the general public alongside the Chicago River for all or such portion of the length of the Project Site (Permanent) as determined by the Planned Development and, taken as a whole, seventy-five percent (75%) complete.

"Component" means any of the following:

(i) the Parking Spaces;

(ii) the Gaming Area;

(iii) the Gaming Machines, the Table Games and the Poker Tables;

(iv) an in-person sports book located at the Project in accordance with any requirements therefor necessary to comply with the Sports Wagering Act;

(v) the Retail Floor Space;

(vi) the Restaurant Floor Space, including (A) at least five (5) table-service restaurants, (B) at least one (1) fast-casual restaurant or 'food hall', (C) at least one carry-out or 'café' food service establishment, (D) the Rooftop Bar, and (E) at least four (4) other bars and lounges;

(vii) the Hotel Tower;

(viii) the Hotel Rooms;

(ix) the Event Space;

- (x) the Exhibition Space;
- (xi) the Visitor Center Space;
- (xii) the Riverwalk Running Length;
- (xiii) the Required Seawall Running Length (if any);
- (xiv) the Greenspace;
- (xv) private bus, limousine and taxi parking and staging areas;
- (xvi) the other facilities described on Exhibits B-1 and B-2; and
- (xvii) such other major facilities that may be added as components by amendment to this Agreement.

“Concept Design Documents” means documents for the design of the Project as described on Exhibit D, which such documents may be subject to change, alteration or modification as provided in Section 3.1(c) and (e).

“Condemnation” means a taking of all or any part of the Project by eminent domain, condemnation, compulsory acquisition or similar proceeding by a competent authority for a public or quasi-public use or purpose.

“Construction Completion Date (Permanent Project)” means the date occurring no later than thirty-six (36) months and one day following Operations Commencement for the Temporary Project, *provided, however*, that upon written request of the Developer to the City and upon Developer’s showing that it timely commenced and has been diligently pursuing construction of the Permanent Project, the City may consent to up to two three (3)-month extensions of the Construction Completion Date (Permanent Project) followed by one two (2)-month extension of the Construction Completion Date (Permanent Project) (each, a **“Permanent Project Extension”**), the first of which shall be consented to automatically by the City and any subsequent consent not to be unreasonably withheld, conditioned, or delayed. In the event that the Construction Completion Date (Permanent Project) is extended beyond the period terminating thirty-six (36) months and one day following Operations Commencement for the Temporary Project and the Temporary Project does not remain operational and open to the public, the City may exercise its rights under Section 7.4 hereunder. The City shall not grant more than three (3) Permanent Project Extensions without an amendment of this Agreement.

“Construction Completion Date (Temporary Project)” means the date occurring no later than twelve (12) months following the date on which the Board reaches a Finding of Preliminary Suitability for the Developer, *provided, however*, that upon written request of the Developer to the City and upon Developer’s showing that it timely commenced and has been diligently pursuing construction of the Temporary Project, the City may consent to up to two extensions of the Construction Completion Date (Temporary Project), an initial three (3)-month extension and, if requested by Developer, a two (2)-month extension (each, a **“Temporary Project**

Extension”), in each case the City’s consent not to be unreasonably withheld, conditioned, or delayed, *provided further, however*, that the City shall not grant more than two (2) Temporary Project Extensions without an amendment of this Agreement.

“Control(s)” or **“Controlled”** means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, as such terms are used by and interpreted under federal securities laws, rules and regulations.

“Court” is defined in Section 13.4.

“Default” means any event or condition that, but for the giving of a Default Notice or the lapse of time, or both, would constitute an Event of Default.

“Default Notice” means a written notice addressed to Developer by the City that a Default has occurred.

“Default Period” is defined in Section 7.4.

“Default Rate” means a rate of interest at all times equal to the greater of (i) the rate of interest announced from time to time by Bank of America, N.A. (**“B of A”**), or its successors, as its prime, reference or corporate base rate of interest, or if B of A is no longer in business or no longer publishes a prime, reference or corporate base rate of interest, then the prime, reference or corporate base rate of interest announced from time to time by the bank with offices in Chicago, Illinois having from time to time the largest capital surplus, plus four percent (4%) per annum, or (ii) six percent (6%) per annum, *provided, however*, the Default Rate shall not exceed the maximum rate allowed by applicable law.

“Developer” means Bally’s Chicago Operating Company, LLC, its successors or assigns as permitted hereunder.

“Developer’s Confidential Items” is defined in Section 6.4.

“Developer’s License” means the License issued to the Developer.

“Developer’s Payments” is defined in Section 4.7(a).

“Developer’s Response” means the proposal and all information contained therein, dated October 29, 2021, as supplemented through the date of this Agreement, submitted by Developer to the City in response to the Request for Proposal.

“Development Process Cost Fees” means the aggregate amount of any and all costs and expenses in good faith incurred by the City to third parties (including attorneys, paralegal professionals, accountants, consultants and others at such professionals’, consultants’ and others’ customary rates charged to their respective non-municipal clients), whether before, on or after the date hereof and whether retained by the City directly or through one or more of such third parties, in connection with the City’s preparation of the Request for Proposal and review of responses relating thereto; the City’s due diligence, mitigation review, study and investigations of and

concerning the Project and Developer; the selection of Developer as the Person with whom the City has negotiated this Agreement; the negotiation, interpretation, preparation, compliance with and enforcement of this Agreement; the planning, zoning, development, construction, ownership, management, use or operation of the Project; the issuance, maintenance or revocation of the Developer's License; Developer's compliance with the Act; review of Developer's Application and any limitations on its License; and any litigation filed by or against the City or in which the City intervenes in connection with any of the foregoing. Such third parties shall be referred to herein as the "**City's Consultants**".

"Direct Or Indirect Interest" means an interest in an entity held directly or an interest held indirectly through interests in one or more intermediary entities connected through a chain of ownership to the entity in question, taking into account the dilutive effect of the interests of others in such intermediary entities.

"(e-5) Requirements" is defined in Recital C.

"EAV" means Equalized Assessed Valuation.

"EBITDAM" means, for any period, earnings before interest, income taxes, depreciation, amortization and Management Fees of the Developer for such period, determined in accordance with GAAP applied consistently with Developer's audited financial statements; provided, that, while EBITDAM may make provision for allocation of Project-related corporate-level expenditures of Parent Company (e.g., for compensation and benefits payable in respect of employees of the Project), EBITDAM shall add back all "home office" or other overhead unrelated to the Project.

"Effective Date" is defined in Section 2.2.

"Escrow Agent" is defined in Section 10.4.

"Event" or **"Events"** are defined in the definition of "Material Adverse Effect".

"Event of Default" is defined in Section 7.1.

"Event Space" means approximately 65,000 square feet of interior space in the Permanent Project which is designed, constructed, finished and fitted out for use as one or more theater, live music, convention or special events venues in accordance with First-Class Project Standards and Governmental Requirements but, in any case, at least one such venue capable of seating approximately 3,000 attendees; *provided*, that "Event Space" does not include any of the Gaming Area, the Restaurant Floor Space, the Retail Floor Space, the Hotel Rooms, the Hotel Tower, the Exhibition Space or the Visitor Center.

"Exhibition Space" means approximately 23,000 square feet of interior space in the Permanent Project which is designed, constructed, finished and fitted out for use museum/exhibition space in accordance with First-Class Project Standards and Governmental Requirements; *provided*, that "Exhibition Space" does not include any of the Gaming Area, the Restaurant Floor Space, the Retail Floor Space, the Hotel Rooms, the Hotel Tower, the Event Space or the Visitor Center.

“Financing” means the act, process or an instance of obtaining funds specifically designated by Developer, Parent Company or any Affiliate of Developer or Parent Company for use in the Project (including any securities having a prospectus or other offering document which expressly lists the Project or the design, development, construction, fitting out, bankroll or operation thereof as a use of net proceeds from the sale of such securities), whether secured or unsecured, or whether initially funded or as part of a refinancing, including (i) issuing securities; (ii) drawing upon any existing or new credit facility; or (iii) contributions to capital by any Person.

“Final Completion (Permanent Project)” means the completion of the Work, as evidenced by the issuance of a temporary certificate of occupancy by the City’s Department of Buildings for all Components comprising the Permanent Project to which a certificate of occupancy would apply, and, in any case, that not less than:

(i) ninety percent (90%) of the Parking Spaces are open for their intended use by patrons and employees of the Project;

(ii) ninety percent (90%) of the Gaming Area is open to the general public for its intended use;

(iii) ninety percent (90%), taken as a whole, of the Hotel Tower shall be completed and the Hotel Extension Infrastructure installed;

(iv) ninety percent (90%) of the Initial Hotel Rooms are rented or available for rental by overnight guests;

(v) ninety percent (90%), taken as a whole, of the Retail Floor Space, the Restaurant Floor Space, the Event Space, the Exhibition Space, the Visitor Center Space, the Greenspace, the Riverwalk Running Length and all of the remaining Components is open to the general public for its intended use, including at least the Rooftop Bar and five (5) other distinct food and beverage outlets (counting a ‘food hall’, ‘marketplace’, ‘food truck stand’, cafeteria or other venue featuring multiple outlets but common patron seating as a single outlet); and

(vi) the Riverwalk Running Length is open for traverse by the general public for at least the length of adjacency with the Hotel Tower and Casino.

“Final Completion (Temporary Project)” means the completion of the Work, as evidenced by the issuance of a temporary certificate of occupancy by the City’s Department of Buildings for all Components comprising the Temporary Project to which a certificate of occupancy would apply, and, in any case, that not less than:

(i) ninety percent (90%) of the Gaming Area is open to the general public for its intended use; and

(ii) in the case of the Temporary Project, Gaming Machines and Table Games constituting not less than 800 Gaming Positions have been installed and are operable for Casino Gaming Operations.

“Final Completion Date” means (i) for the Temporary Project, the date occurring no later than three (3) months following the Construction Completion Date (Temporary Project), unless otherwise agreed to by the Parties in writing and (ii) for the Permanent Project, the date occurring no later than six (6) months following Construction Completion Date (Permanent Project).

“Finding of Preliminary Suitability” is defined in Section 3.1(a).

“Finish Work” refers to the finishes which create the internal and external appearance of the Project.

“First-Class Project Standards” means: (a) facilities and amenities for the Components consistent with the level and quality of other high-end integrated casino resort developments opened in urban settings in the United States in the six (6) years prior to the Closing Date; (b) the Finish Work and furnishings is to the level and quality of high-end integrated casino resort developments opened in urban settings in the United States in the six (6) years prior to the Closing Date; and (c) five-star quality for 100 guest suites and 400 hotel guest rooms comparable to other high-end luxury hotels.

“Force Majeure” is defined in Section 12.1.

“Force Majeure Period” means, with respect to any event of Force Majeure:

(a) the period commencing on the date when the event of Force Majeure occurs and continuing thereafter until the earlier of (x) the cessation of the event of Force Majeure or (x) the first date when Developer, its agents and contractors could, through the prompt and diligent exertion by Developer, its agents and its contractors of all commercially reasonable efforts cure, the delay resulting from the event of Force Majeure notwithstanding that the event of Force Majeure is then ongoing; plus

(b) the additional period, if any, continuing immediately after the cessation of such event of Force Majeure (x) during which ongoing delay, beyond the reasonable control of Developer (and its agents and contractors) and of which such event of Force Majeure is the predominant and proximate cause, continues to impair in a material respect the performance of Developer’s obligations under this Agreement notwithstanding the prompt and diligent exertion by Developer, its agents and its contractors of all commercially reasonable efforts so to perform and (y) which could not have been avoided or shortened by commercially reasonable efforts to foresee, mitigate or cure such continuing delay (to the extent that such delay was foreseeable or susceptible to mitigation or cure), by Developer and its agents and contractors;

(c) provided, that each day when performance is so delayed shall be counted only once notwithstanding that multiple events of Force Majeure may have occurred and, as yet, not have ceased or the delay therefrom not have been cured on such day.

“GAAP” means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or

in such other statements by such other entity as may be approved by a significant segment of the accounting profession for use in the United States, which are applicable to the circumstances as of the date of determination.

“Gambling Game” shall have the same definition as in the Act.

“Gaming” means the conduct of a Gambling Game or Sports Wagering.

“Gaming Area” means any space in the Project, as authorized by Governmental Requirements, in which Casino Gaming Operations occurs, together with the immediately adjoining patron circulation space, consisting of (i) approximately 168,000 contiguous square feet on a single level in the case of the Permanent Project and (ii) approximately 37,000 square feet in the case of the Temporary Project, in each case, which has been designed, constructed, finished and fitted out in accordance with First-Class Project Standards and Governmental Requirements; *provided*, that “Gaming Area” does not include any of the Retail Floor Space, the Restaurant Floor Space, the Hotel Rooms, the Hotel Tower, the Event Space, the Exhibition Space or the Visitor Center Space.

“Gaming Authority” or **“Gaming Authorities”** means any agencies, authorities and instrumentalities of the City, State, or the United States, or any subdivision thereof, having jurisdiction over the Gaming or related activities at the Casino, including the Board, or their respective successors.

“Gaming Positions” means ‘gaming positions’ as defined in the rules of the Board promulgated under the Act.

“Gaming Machines” means (i) approximately 3,400 Slot Machines (as such term is defined in the Act) in the case of the Permanent Project and (ii) approximately 500 Slot Machines (as such term is defined in the Act) in the case of the Temporary Project.

“Governmental Authority” or **“Governmental Authorities”** means any federal, state, county or municipal governmental authority (including the City), including all executive, legislative, judicial and administrative departments and bodies thereof (including any Gaming Authority) having jurisdiction over Developer or the Project.

“Governmental Requirements” means the Act, Sports Wagering Act, Municipal Code and all laws, ordinances, statutes, executive orders, rules, zoning requirements, policies (including but not limited to the City’s Sustainable Development Policy) and agreements of any Governmental Authority that are applicable to the acquisition, remediation, renovation, demolition, development, construction and operation of the Project including all required permits, approvals and any rules, guidelines or restrictions enacted or imposed by Governmental Authorities.

“Greenspace” means two and 40/100 (2.40) contiguous acres of the Project Site (Permanent) which (i) is free of structures and other erections (excepting fencing and directional signage) and free of parking areas, loading docks, roadways, driveways, (ii) is not bisected by any roadways or driveways, (iii) has been graded and landscaped in accordance with First-Class Project Standards and Governmental Requirements, (iv) is accessible from public ways by

members of the general public on foot and by bicycle without having to traverse any interior portions of the Permanent Project or the Parking Spaces, (iv) is not designed or intended to be used for storage of equipment, material, refuse or debris or for accumulation, storage, treatment or infiltration of runoff or storm water, and (v) is designed and intended to be useable by the general public for non-commercial recreational purposes without cost or advance registration, except when closed by Developer as reasonably necessary to prepare for, conduct and clean up from any special event conducted thereon; *provided*, that the Greenspace does not include any portion of the Riverwalk Running Length, any greenspace resulting from required setbacks from public ways or property boundaries, any greenspace resulting from easements or access rights of record affecting the Project Site (Permanent), or any greenspace the principal or predominant design purpose of which is ingress to, egress from or circulation upon the Project Site, the Parking Spaces, or the Casino by vehicles or pedestrians.

“Guaranty Agreement” means the Guaranty Agreement dated as of the Closing Date between the City and the Parent Company in the form and on the terms of Exhibit P attached hereto.

“Initial Hotel Rooms” means not less than 100 hotel guest rooms and suites located in the Hotel Tower and which have been designed, constructed, finished and fitted out in accordance with First-Class Project Standards and Governmental Requirements.

“Hotel Extension Infrastructure” means interior space of the Permanent Project of sufficient square footage to contain the Hotel Extension Rooms, and related patron and employee circulation spaces, which is designed and constructed as unfinished ‘raw space’ but is equipped with sufficient life safety systems and equipment to allow all of the other Components to fully open on an indefinite basis, together with elevators, stairwells and other means of ingress and egress and with electricity, fresh water, wastewater, domestic hot water, standpipe, telephone, cable television, internet and other utilities sufficient to serve the Hotel Extension Rooms.

“Hotel Extension Rooms” means not less than 400 hotel guest rooms and suites located in the Hotel Tower and which have been designed, constructed, finished and fitted out in accordance with First-Class Project Standards and Governmental Requirements; *provided*, for the avoidance of doubt that the Hotel Extension Rooms are incremental to, and not duplicative of, the Initial Hotel Rooms.

“Hotel Rooms” means the Initial Hotel Rooms and the Hotel Extension Rooms; *provided*, for the avoidance of doubt, that the Hotel Tower would contain a total of not less than 500 Hotel Rooms if the Hotel Extension Rooms are constructed; *provided, further*, that “Hotel Rooms” does not include the Gaming Area, the Retail Floor Space, the Restaurant Floor Space, the Hotel Tower, the Event Space, the Exhibition Space or the Visitor Center Space.

“Hotel Tower” means the Components related to the Hotel Rooms, including lobby areas, administrative offices, housekeeping and other back-of-house areas, fitness center, spa, pool, hot tub, all of which have been designed, constructed, finished and fitted out in accordance with First-Class Project Standards and Governmental Requirements; *provided* that “Hotel Tower” does not include the Hotel Rooms.

“including” and any variant or other form of such term means including but not limited to.

“Indemnitee” is defined in Section 11.1(a).

“Initial Temporary Project Operation Period” is defined in Section 3.4(c).

“Labor Peace Agreement” is defined in Section 4.4(e).

“License” shall mean an owners license issued by the Board pursuant to the Act authorizing the conduct of casino or riverboat gambling operations in the City.

“Local Tax Revenue” means the total tax revenue received by the City, Chicago Public Schools, the Metropolitan Pier and Exhibition Authority, the Illinois Sports Facilities Authority and other units of local government from the following taxes: (a) the portion to be paid to the City pursuant to subsection (b-8) of Section 13 of the Act from the gaming privilege tax imposed upon the owners licensee of the Casino and payable to the City under paragraph (2) of subsection (a-5) of Section 13 of the Act based the ‘adjusted gross receipts’ (as defined in the Act) of the Casino in the Reference Year (Temporary) or the Reference Year (Permanent), as applicable; (b) the portion to be remitted to the City pursuant to subsection (b-10) of Section 12 of the Act from the admission tax imposed upon the owners licensee of the Casino under subsection (a) of Section 12 of the Act and of the fee imposed upon the owners licensee of the Casino under subsection (a-5) of Section 12 of the Act, in each case, based upon the ‘admissions’ (as defined in the Act) to the Casino during the Reference Year (Temporary) or Reference Year (Permanent); (c) the total levy of *ad valorem* property taxes for the Reference Year (Temporary) or Reference Year (Permanent), as applicable, payable in respect of the EAV of the Temporary Project or Permanent Project, as applicable, pursuant to the Illinois Property Tax Code, based upon the EAV of the Temporary Project or Permanent Project, as applicable, which was assumed by the Projected Revenue Analysis regardless of the ‘taxing district’, as defined in the Illinois Property Tax Code, levying such property taxes or any portion thereof; (d) the tax imposed pursuant to Section 4-236-020 of the Chicago Municipal Code upon the use and privilege of parking a motor vehicle at the Project, based upon the assumptions about visitation, personal automobile mode share and parking fees at the Project which were assumed by the Projected Revenue Analysis; (e) the tax imposed pursuant to Section 3-24-030 of the Chicago Municipal Code upon the rental or leasing of hotel accommodations at the Project, based upon the hotel revenues for the Project projected in the Projected Revenue Analysis; (f) the tax imposed pursuant to Section 3-30-030 of the Chicago Municipal Code upon the selling price of all food and beverages sold at retail at the Project, based upon the food and beverage revenues for the Project projected in the Projected Revenue Analysis; (g) the tax imposed pursuant to 70 ILCS 210/13(c) upon Developer’s gross rental receipts from the renting, leasing, or letting of hotel rooms within the City of Chicago, based upon the hotel revenues for the Project projected in the Projected Revenue Analysis; (h) the tax imposed pursuant to 70 ILCS 210/13(b) upon Developer’s sales of food, alcoholic beverages, and soft drinks, based upon the food and beverage revenues for the Project projected in the Projected Revenue Analysis; and (i) the tax imposed pursuant to 70 ILCS 210/13(c) upon Developer’s gross rental receipts from the renting, leasing, or letting of hotel rooms within the City of Chicago, based upon the hotel revenues for the Project projected in the Projected Revenue Analysis.

“Major Condemnation” means a Condemnation either (i) of the entire Project, or (ii) of a portion of the Project if, as a result of the Condemnation, it would be imprudent or unreasonable to continue to operate the Project even after making all reasonable repairs and restorations.

“Management Fee” means the fees paid to a Casino Manager or its Affiliates pursuant to a Casino Management Agreement, including overhead attributable to the Project.

“Material Adverse Effect” or **“Material Adverse Change”** means any change, effect, occurrence or circumstances (each, an **“Event”** and collectively, **“Events”**) that, individually or in the aggregate with other Events, is or would reasonably be expected to be materially adverse to the condition (financial or otherwise), business, operations, prospects, properties, assets, cash flows or results of operations of the Developer, taken as a whole or the ability of Developer to perform its obligations hereunder in a timely manner; provided, however, that none of the following shall be taken into account in determining whether a Material Adverse Effect or Material Adverse Change has occurred or would reasonably be expected to occur: (i) any Event in the United States or global economy generally, including Events relating to world financial or lending markets; (ii) any changes or proposed changes in GAAP; and (iii) any hostilities, act of war, sabotage, terrorism or military actions or any escalation or worsening of any such hostilities, act of war, sabotage, terrorism or military actions, except, in the case of clauses (i), (ii) or (iii) to the extent such Event(s) affect the Developer, taken as a whole, in a materially disproportionate manner as compared to similarly situated companies.

“Material Change” means a change that: (i) requires a PD amendment, (ii) substantially affects or could reasonably be expected to substantially affect the Project whether in scope, size, design or otherwise, or other obligations of the Developer as provided in the Agreement; or (iii) results in or could reasonably be expected to result in reduction in Project cost, other than by virtue of value engineering or market changes of general applicability to the costs of material or labor. Without limiting the foregoing, the addition or deletion of a Component from the Project shall be deemed a Material Change.

“Minimum Capital Investment” means the sum of the following costs incurred by Developer in connection with the Temporary Project and the Permanent Project: (i) costs related to the actual construction of the Temporary Project and the Permanent Project, including overhead and indirect costs attributable to the construction activities; (ii) costs related to preparation of the Project Site (Temporary) and/or the Project Site (Permanent) including, clearing, demolition, remediation and abatement; (iii) any industrial corridor conversion payment made to the City in connection with either or both the Temporary Project and the Permanent Project; (iv) the costs associated with designing, improving or constructing the infrastructure inside the property boundaries of the Project Site (Temporary) and the Project Site (Permanent); (v) costs of pre-opening furniture, fixtures, equipment, gaming equipment, information technology and personal property; and (vi) professional fees including for engineers, architects, legal advisors, consultants or contractors to the extent that they represent costs related to the development of the Temporary Project and/or the Permanent Project and do not represent “home office” overhead. For purposes of clarification, Minimum Capital Investment does not include the cost of purchasing, optioning or leasing the Project Site (Temporary) or the Project Site (Permanent), carried interest costs and other associated financing costs, or infrastructure costs outside the boundaries of the Project Site (Temporary) or the Project Site (Permanent).

“Minor Condemnation” means a Condemnation that is not a Major Condemnation.

“Mortgage” means a mortgage on and associated security agreements relating to all or any part of Developer’s interest in the Project.

“Mortgagee” means the holder from time to time of a Mortgage.

“Municipal Code” means the municipal code of the City.

“Notice of Agreement” means a notice of this Agreement in substantially the same form as Exhibit L.

“Operations Commencement (Permanent Project)” means that the Permanent Project is Complete and open for business to the general public and all Project Infrastructure has been completed, in each case, in accordance with all Governmental Requirements.

“Operations Commencement (Temporary Project)” means that the Temporary Project is Complete and open for business to the general public and all Project Infrastructure has been completed, in each case, in accordance with all Governmental Requirements.

“Operations Commencement Date” means (i) for the Temporary Project, the date occurring no later than two (2) months following the Construction Completion Date (Temporary Project) and (ii) for the Permanent Project, the date occurring no later than three (3) months following the Construction Completion Date (Permanent Casino).

“Parent Company” means Bally’s Corporation, a Delaware corporation, and its successors and assigns.

“Parking Spaces” means, in the case of the Permanent Project, parking spaces and related vehicular circulation, ingress and egress infrastructure for 3,300 personal automobiles in a dedicated, off-street parking structure located at the Project Site (Permanent), in each case, which has been designed, erected and fitted out in conformity with Governmental Requirements; *provided*, for the avoidance of doubt, that, although the Concept Design Documents and Project Description contemplate the allocation of such 3,300 parking spaces among users (approximately 2,200 patron spaces, approximately 600 employee spaces and approximately 500 valet spaces), all references to “Parking Spaces” in this Agreement refer only to the total number of parking spaces which are so provided and not to the specific allocation of such parking spaces among any users.

“Parties” means the City and Developer.

“Passive Investor” means:

(a) any Person who owns less than a ten percent (10%) Direct Or Indirect Interest in Developer or Casino Manager and acquired and holds such interest for investment purposes only, such interest was acquired and is held not for the purpose or effect of (i) causing the election or appointment of any management member of Developer or Casino Manager, (ii) causing, directly or indirectly, any change in the charter documents (including articles of incorporation, bylaws or other documents), or other limited liability

company or operating agreements, management, policies or operations of Developer or Casino Manager, or (iii) controlling, influencing, affecting or being involved in the business activities of Developer or Casino Manager; and

(b) at any time when Parent Company's shares of common stock are listed on a national securities exchange registered under Section 6 of the Exchange Act, "Passive Investor" also means any Person who or which owns a Direct or Indirect Interest in Parent Company, individually or as part of a group (as defined under Rule 13d-5 under the Exchange Act), including any beneficial interest (as defined under Rule 13d-3 under the Exchange Act), less than twenty-five percent (25%) (calculated in accordance with paragraph (j) of Rule 13d-1 under the Exchange Act) of Parent Company's common stock which is so publicly traded, *provided* that (x) such Person is current in the Person's reporting obligations under Section 13 of the Exchange Act, (y) if such Person beneficially owns more than five percent (5%) of the outstanding shares of Parent Company's common stock, such Person is eligible or would (excepting only that the Person directly or beneficially owns 20% or more but less than 25% of the outstanding shares of Parent Company's common stock) be eligible to report the Person's ownership of and transactions in Parent Company's common stock pursuant to Section 13 of the Exchange Act by filing a short-form statement with the SEC on Schedule 13G in accordance with paragraphs (b) or (c) of Rule 13d-1, and (z) such Person is not required in accordance with paragraphs (e) or (g) of Rule 13d-1 to file a statement on Schedule 13D due to any recent transaction in the shares of Parent Company's common stock or change in facts or circumstances.

"Permanent Project" means the premises at which Casino Gaming Operations will be conducted at the Project Site (Permanent), and all buildings, structures, facilities, Components and Project Infrastructure, all of which are more specifically described on Exhibit B-1 and depicted in the Concept Design Documents.

"Permitted Exception" is defined in Section 5.1(g).

"Permitted Transfer" means those Transfers of any Direct Or Indirect Interest in a Restricted Party permitted pursuant to the terms of those certain Transfer Restriction Agreements entered into by a Restricted Party from time to time as provided in Section 8.1.

"Person" means an individual, a corporation, partnership, limited liability company, association or other entity, a trust, an unincorporated organization, or a governmental unit, subdivision, agency or instrumentality.

"PD" or "Planned Development" means the 'planned development', as such term is defined in Section 17-17-02120 of the Municipal Code of Chicago, for the Permanent Project, being Planned Development #1426, as the same is in effect on the date of this Agreement and may hereafter be amended in accordance with the City's planned development procedures, Section 17-13-0600 *et seq.* of the Municipal Code of Chicago, and any minor changes therein which are approved in accordance with Section 17-13-0611 of the Municipal Code of Chicago.

“PD Improvements” means any traffic-related or other public infrastructure improvements that the Developer is required to provide under the PD, whether located on the Project Site (Permanent) or off-site.

“Poker Tables” means (i) approximately 20 ‘table games’ (as such term is defined in the Act) intended for use of Gambling Games which are not ‘house banked’ in the case of the Permanent Project and (ii) approximately 35 ‘table games’ (as such term is defined in the Act) intended for use of Gambling Games which are not ‘house banked’ in the case of the Temporary Project.

“Proceeds” means the compensation paid by the condemning authority to the City or Developer in connection with a Condemnation, whether recovered through litigation or otherwise, but excluding any compensation paid in connection with a temporary taking.

“Project” means, as the case may be, each of, or collectively, the Permanent Project or the Temporary Project.

“Project Description” means the respective detailed descriptions of the Permanent Project on Exhibit B-1 and the Temporary Project on Exhibit B-2 but, in any case, includes not less than:

- (i) the Parking Spaces;
- (ii) the Gaming Area;
- (iii) the Gaming Machines, the Table Games and the Poker Tables;
- (iv) an in-person sports book located at the Project in accordance with any requirements therefor necessary to comply with the Sports Wagering Act;
- (v) the Retail Floor Space;
- (vi) the Restaurant Floor Space, including (A) at least five (5) table-service restaurants, (B) at least one (1) fast-casual restaurant or ‘food hall’, (C) at least one carry-out or ‘café’ food service establishment, (D) the Rooftop Bar, and (E) at least four (4) other bars and lounges;
- (vii) the Hotel Tower;
- (viii) the Hotel Rooms;
- (ix) the Event Space;
- (x) the Exhibition Space;
- (xi) the Visitor Center Space;
- (xii) the Riverwalk Running Length;

(xiii) the Required Seawall Running Length (if any); and

(xiv) the Greenspace.

“Project Incentives” means the One-Time Payment, the Direct Impact Fee and the Indirect Impact Fee described on Exhibit A-1.

“Project Infrastructure” means, with respect to the Project, all infrastructure improvements to the Project Site (Temporary) or Project Site (Permanent), as the case may be, whether PD Improvements, required by any Government Authorities or otherwise set forth in the Project Description or depicted on the Concept Design Documents.

“Project Site” means, as the case may be, the Project Site (Permanent) or Project Site (Temporary).

“Project Site (Permanent)” means the land assemblage upon which the Permanent Project is to be developed and constructed, as depicted on Exhibit C-1.

“Project Site (Temporary)” means the land assemblage upon which the Temporary Project is to be developed and constructed, as depicted on Exhibit C-2.

“Projected Annual Local Revenue (Permanent)” means, for any day, the projected Local Tax Revenue in the Reference Year (Permanent) in which such day occurs, assuming that the Permanent Project is open to the public for the entirety of the Reference Year (Permanent), based upon the final projection of Local Tax Revenue pursuant to which the City entered into this Agreement with Developer, as communicated to the City in the Projected Revenue Analysis.

“Projected Annual Local Revenue (Temporary)” means, for any day, the projected Local Tax Revenue in the Reference Year (Temporary) in which such day occurs, assuming that the Temporary Project is open to the public for the entirety of the Reference Year (Temporary), based upon the final projection of Local Tax Revenue pursuant to which the City entered into this Agreement with Developer, as communicated to the City in the Projected Revenue Analysis.

“Projected Per-Diem Amount (Permanent)” means, for any day, an amount equal to the quotient of (a) the Projected Annual Local Revenue (Permanent) for the year in which such day occurs divided by (b) three hundred sixty five (365).

“Projected Per-Diem Amount (Temporary)” means, for any day, an amount equal to the quotient of (a) the Projected Annual Local Revenue (Temporary) for the year in which such day occurs divided by (b) three hundred sixty five (365).

“Projected Revenue Analysis” the final report, dated May 16, 2022, from Sovereign Finance LLC to the City reporting Sovereign Finances, LLC’s estimates of the Projected Local Tax Revenue, of which each Party acknowledges, as of the date of this Agreement, having received a copy.

“Publicly Traded Corporation” means a Person, other than an individual, to which either of the following provisions applies: the Person has one (1) or more classes of voting securities

registered under Section 12 of the Securities Exchange Act of 1934, 15 U.S.C. §781, as amended; or the Person issues securities and is subject to Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. §780(d), as amended.

“Radius Restriction” is defined in Section 4.6(a).

“Radius Restriction Agreement(s)” means the agreement(s) dated as of the Closing Date between the City and each of the Restricted Party(ies) as requested by the City in substantially the same form as Exhibit K.

“Reference First Year (Permanent)” means the first full year of operations of the Permanent Project for which a projection of the Local Tax Revenue to be received for such year is provided in the Projected Revenue Analysis.

“Reference Second Year (Permanent)” means the second full year of operations of the Permanent Project for which a projection of the Local Tax Revenue to be received for such year is provided in the Projected Revenue Analysis.

“Reference Third Year (Permanent)” means the third full year of operations of the Permanent Project for which a projection of the Local Tax Revenue to be received for such year is provided in the Projected Revenue Analysis.

“Reference Year (Permanent)” means:

(a) with respect any day for which amounts are payable to the City pursuant to subsections (b) or (c) of Section 7.4, (i) the Reference First Year (Permanent); and

(b) with respect any day for which amounts are payable to the City pursuant to subsections (d) of Section 7.4, (i) the Reference First Year (Permanent) if such day is a day in the twelve (12) month period commencing on Operations Commencement (Permanent), (ii) the Reference Second Year (Permanent) if such day is a day in the twelve (12) month period commencing on the first calendar anniversary of Operations Commencement (Permanent), or (iii) the Reference Third Year (Permanent) if such day is the second calendar anniversary of Operations Commencement (Permanent) or any day thereafter.

“Reference Year (Temporary)” the first full year of operations of the Temporary Project for which a projection of the Local Tax Revenue to be received for such year is provided in the Projected Revenue Analysis.

“Releases” means the executed releases to be delivered as part of the Closing Deliveries by Developer, its Affiliates and its other direct and indirect equity owners in substantially the same form as Exhibit H.

“Request For Proposal” means the City’s request for a proposal dated April 21, 2021 and any amendments thereto, for the opportunity to apply for the sole casino license authorized by the Act for a casino to be located in the City.

“Required Seawall Running Length” means, to the extent that any portions of Chicago River embankment comprising the Eastern edge of the Project Site (Permanent) are to be characterized or delineated by a vertical bulkhead or seawall or other engineered structure as contemplated by the design of the Riverwalk Running Length, that such vertical bulkhead or seawall or other engineered structure has actually been installed and implemented along such portions of the Chicago River embankment in accordance with the City’s *Chicago River Design Guidelines* (2019) and other Governmental Requirements.

“Restaurant Floor Space” means space in the Project which, collectively, is designed, constructed, finished and fitted out for use as one or more restaurant, bar or lounge spaces accommodating, in the aggregate, not less than (i) approximately 945 simultaneous table-service, fast casual and ‘food hall’ dining patrons and approximately 400 simultaneous seated bar and lounge patrons in the case of the Permanent Project, or (ii) approximately 70 simultaneous dining patrons and approximately 50 simultaneous seated bar and lounge patrons in the case of the Temporary Project, in each case, in accordance with First-Class Project Standards and Governmental Requirements; *provided*, that “Restaurant Floor Space” does not include any of the Gaming Area, the Retail Floor Space, the Hotel Rooms, the Hotel Tower, the Event Space, the Exhibition Space or the Visitor Center Space.

“Restore” is defined in Section 10.1.

“Restoration” is defined in Section 10.1.

“Restricted Activity” is defined in Section 4.6(a).

“Restricted Area” means the geographic area constituting a circle with a radius of fifty (50) miles having the Permanent Project as its center.

“Restricted Party” means each of (i) Developer; (ii) any Casino Manager; (iii) any Person who owns a Direct Or Indirect Interest in any of the foregoing, excluding, however, any Person who qualifies as a Passive Investor; and (iv) a subsidiary of or any Person Controlled by any of the foregoing (other than any such subsidiary or other Person that does not own a Direct Or Indirect Interest in Developer or Casino Manager).

“Restrictions” is defined in Section 4.8.

“Retail Floor Space” means approximately 3,000 square feet of interior space in the Permanent Project which is designed, constructed, finished and fitted out for use as one or more retail outlets in accordance with First-Class Project Standards and Governmental Requirements; *provided*, that “Retail Floor Space” does not include any of the Gaming Area, the Restaurant Floor Space, the Hotel Rooms, the Hotel Tower, the Event Space, the Exhibition Space or the Visitor Center.

“Riverwalk Running Length” means a corridor containing continuous paved pathways and associated landscaping, hardscaping and lighting running immediately adjacent to the Chicago River along the entire length of the Eastern edge of the Project Site (Permanent) which has been cleared, graded, improved and landscaped in accordance with, and meets or exceeds the minimum

width and accessibility requirements set forth in, the City's *Chicago River Design Guidelines* (2019).

"Rooftop Bar" means a portion of the Restaurant Floor Space located on the highest floor of the Hotel Tower having space which is lawfully occupiable for use by the general public together with additional contiguous exterior square footage located on the roof area of the Hotel Tower (which roof area, for the avoidance of doubt, is not includable in the Restaurant Floor Space because it is not interior space) which, collectively, is designed, constructed, finished and fitted out for use as one or more bar or lounge spaces accommodating not less than 100 simultaneous patrons in accordance with First-Class Project Standards and Governmental Requirements.

"Sports Wagering" has the meaning given to such term in the Sports Wagering Act.

"Sports Wagering Act" is defined in Recital A.

"State" is defined in Recital A hereof.

"Subordination Agreement" means a Subordination Agreement in substantially the form and on the terms as Exhibit N between the City and any Casino Manager pursuant to which the Casino Manager agrees to subordinate its Management Fee upon an Event of Default.

"Table Games" means (i) approximately 150 'table games' (as such term is defined in the Act) intended for use in Gambling Games which are 'house banked' in the case of the Permanent Project and (ii) approximately 25 'table games' (as such term is defined in the Act) intended for use in Gambling Games which are 'house banked' in the case of the Temporary Project.

"Temporary Project" means the premises in which Casino Gaming Operations will be conducted by Developer at the Project Site (Temporary) for such period of time as permitted by Section 3.4(c) hereof and all buildings, structures, facilities, Components and Project Infrastructure, all of which are more specifically described on Exhibit B-2 and depicted in the Concept Design Documents.

"Temporary Project Operation Period" is defined in Section 3.4(c).

"Term" is defined in Section 2.4.

"Transfer" means (i) any sale (including agreements to sell on an installment basis), lease, assignment, transfer, pledge, alienation, hypothecation, merger, consolidation, reorganization, liquidation, or any other disposition by operation of law or otherwise, and (ii) the creation or issuance of new or additional ownership interests in any entity.

"Transfer Restriction Agreements" means the agreement(s) dated as of the Closing Date between the City and each Restricted Party as requested by the City in substantially the same form as Exhibits E and F.

"Trigger Event" and **"Triggering Events"** are defined in Section 4.3(b).

“Visitor Center Space” means (interior space in the Temporary Project and Permanent Project, in each case, which is designed, constructed, finished and fitted out for use as a visitor information center/concierge to be operated in coordination with the City’s official destination marketing organization, Choose Chicago®, or a comparable offering reasonably acceptable to the City, in each case, in accordance with First-Class Project Standards and Governmental Requirements; *provided*, that “Visitor Center Space” does not include any of the Gaming Area, the Retail Floor Space, the Restaurant Floor Space, the Hotel Rooms, the Hotel Tower, the Event Space or the Exhibition Space.

“Work” means demolition and site preparation work at the Project Site, and construction of the improvements constituting the Project in accordance with the construction documents for the Project and includes labor, materials and equipment to be furnished by a contractor or subcontractor.

2. General Provisions.

2.1 Findings.

The City hereby finds that the development, construction and operation of the Project will (i) be in the best interest of the City and the State; (ii) contribute to the objectives of providing and preserving gainful employment opportunities for residents of the City; (iii) support and contribute to the economic growth of the City and the State including supporting and utilizing local and small businesses, minority, women and veteran business enterprises; (iv) attract commercial and industrial enterprises, promote the expansion of existing enterprises, combat community blight and deterioration, and improve the quality of life for residents of the City; (v) support and promote tourism in the City and the State; and (vi) provide the City and the State with additional tax revenue.

2.2 Effectiveness and Certification.

Upon the execution of this Agreement by the necessary City officials and Developer and Developer’s meeting the (e-5) Requirements, this Agreement shall become effective (the **“Effective Date”**). Provided that the Effective Date and the Closing Date have occurred, the City shall submit the Certification to the Board.

2.3 Closing Conditions.

The City’s obligation to submit the Certification as set forth in Section 2.2 shall be subject to the satisfaction of the following conditions precedent, each in form and substance reasonably satisfactory to the City (collectively, the **“Closing Conditions”**):

- (a) the City’s receipt of the following items (the **“Closing Deliveries”**):
 - (i) the Transfer Restriction Agreements executed by Parent Company and each other Restricted Party (if any) as requested by the City;

- (ii) an opinion of counsel from Developer to the City covering customary organizational, due authority, conflict with other obligations, enforceability and other matters reasonably requested by the City;
 - (iii) the Closing Certificate;
 - (iv) the Notice of Agreement;
 - (v) evidence of payment of Developer's due and unpaid Development Process Cost Fees incurred to date, if any;
 - (vi) the Releases;
 - (vii) resolutions of Developer, properly certified, approving this Agreement and authority to execute;
 - (viii) the Radius Restriction Agreement(s), executed by the Restricted Parties as requested by the City;
 - (ix) the Guaranty Agreement executed by the Parent Company;
 - (x) the Bringdown Schedule;
 - (xi) the Economic Disclosure Statement(s);
 - (xii) written confirmation that the Labor Peace Agreement relating to personnel that will work on the operation of the Project remains in full force and effect; and
 - (xiii) evidence reasonably satisfactory to the City of the Developer's ability to finance the Project.
- (b) No Default or Event of Default shall have occurred and be continuing hereunder.
- (c) The representations and warranties of Developer contained in Section 5.1 are true and correct in all material respects at and as of the Closing Date as though then made, except as set forth on a schedule delivered by Developer to the City on the Closing Date and approved by the City (the "**Bringdown Schedule**").
- (d) No Material Adverse Change shall have occurred in the condition (financial or otherwise) or business prospects of Developer or Parent Company.

2.4 **Term.**

The term of this Agreement shall commence upon the Effective Date and shall continue until the expiration of the Developer's License unless: (i) sooner terminated as provided herein and except as to those provisions that by their terms survive or (ii) extended as provided in the next sentence. The term of this Agreement shall automatically be extended upon any and each renewal of the Developer's License; provided, that at the time of each extension there is no uncured

Event of Default with respect to which a Default Notice was received by Developer. The term of this Agreement, including any extensions thereof, shall be referred to as the "**Term**."

3. **Project.**

3.1 **Approvals; Permits and Other Items.**

(a) **Approvals.** Developer shall use its best efforts to promptly apply for, pursue and obtain all Approvals necessary to design, develop, construct and operate the Project. Developer shall promptly furnish the City with all studies, reports or other documents required by the City in connection with any Approvals required by the City. Until all such Approvals are obtained, Developer shall provide the City, from time to time upon its request, but not more often than once each calendar month following the date of this Agreement, with a written update of the status of such Approvals. If any Approvals are denied or unreasonably delayed, Developer shall provide prompt written notice thereof to the City, together with Developer's written explanation as to the circumstances causing such delay or resulting in such denial and Developer's plan to cause such Approvals to be issued promptly. Except for the review and approval of final Concept Design Documents and construction documents pursuant to Sections 3.1(b), (c) and (d), approval of Material Changes pursuant to Section 3.1(e) and the matters governed by Section 3.1(h): (i) this Agreement does not create any new Approvals; (ii) this Agreement does not modify the application, review or approval process for any Approvals or modify or waive any of the terms or conditions of any Approvals, including the Planned Development; and (iii) the City will not create any requirements for any Approvals of special applicability to the Project. For the avoidance of doubt, nothing in this Agreement shall affect or qualify any requirements or process which may apply to any amendments or minor changes necessary in the Planned Development in connection with the development of the Project.

(b) **Compliance with RFP Design Program.** Developer shall develop and construct the Project in compliance with the Concept Design Documents and the Project Description except to the extent the City approves changes to the same in writing. To determine compliance with the Concept Design Documents and the Project Description Developer shall submit the following to the City:

- (i) Temporary Project: (x) no later than thirty (30) days following the date Developer is found to be preliminarily suitable for licensing by the Board pursuant to Title 86, Chapter IV, Part 3000, Section 3000.230 of the Illinois Administrative Code (a "**Finding of Preliminary Suitability**"), final Concept Design Documents for the Temporary Project; (y) no later than forty-five (45) days from delivery of the Concept Design Documents provided in clause (x) above, fifty percent (50%) construction documents for the Temporary Project; and (z) no later than forty-five (45) days from delivery of the construction documents provided in clause (y) above, ninety-five percent (95%) construction documents for the Temporary Project.
- (ii) Permanent Project: (x) no later than one hundred twenty (120) days following the "**Finding of Preliminary Suitability**", final Concept Design Documents for the Permanent Project; (y) no later than one hundred eighty

(180) days from delivery of the Concept Design Documents provided in clause (x) above, fifty percent (50%) construction documents for the Permanent Project; and (z) no later than ninety (90) days from delivery of the construction documents provided in clause (y) above, ninety-five percent (95%) construction documents for the Permanent Project.

(c) The City will commence its review promptly upon receipt of the documents under clauses (b) (i) and (ii) above will diligently pursue such review until the City has either approved such documents or notified the Developer in writing of its disapproval and stated with specificity the grounds for such disapproval and any necessary revisions, in each case, necessary for the final Concept Design Documents or construction documents, as applicable, to comply with the requirements of this Agreement. If the City disapproves any such documents in any respect, Developer shall either modify the documents and submit the revised documents to the City for review to determine compliance with this Agreement or request a meeting with the City to discuss the City's objection to such documents and propose an alternative modification (or no modification) necessary for the Projects, as proposed to be constructed pursuant to the final Concept Design Documents or construction documents, as applicable, to comply with the requirements of this Agreement. This procedure shall be followed until all objections have been resolved and the documents have been approved. For the avoidance of doubt, the review and approval of final Concept Design Documents and construction documents pursuant to Sections 3.1(b) and (c) hereof is to determine compliance of the Projects, as proposed to be constructed pursuant to the final Concept Design Documents or construction documents, as applicable, to comply with the requirements of this Agreement, does not grant any Approvals and does not substitute for or qualify or condition the process to obtain any Approvals.

(d) Hotel Extension Documentation. Developer shall deliver the City: (i) fifty percent (50%) construction documents for the build-out of the Hotel Extension Rooms no later than (A) one hundred twenty (120) days after the last day of the calendar month when, on a trailing 12 month basis, Developer achieves \$170 million of EBITDAM and (B) the date which is four years and six months after the Operations Commencement (Permanent Project); and (ii) ninety-five percent (95%) construction documents for the Hotel Extension Rooms no later than sixty (60) days from delivery of the construction documents provided in clause (i) above.

(e) Material Changes. Following approval of the amended Planned Development which authorizes the Permanent Project, any Material Change shall require the approval of the City.

(f) Sports Wagering. It is acknowledged that the City has authorized Sports Wagering to be conducted at the Casino and that Developer shall apply to the Board for issuance of a master sports wagering license under the Sports Wagering Act to authorize the conduct of Sports Wagering at the Casino and over the internet or through a mobile application as permitted by the Sports Wagering Act. If Developer obtains such license, Developer shall operate all Sports Wagering in accordance with the Sports Wagering Act.

(g) Gaming Positions. In accordance with 230 ILCS 10/7, Developer shall reserve and pay for the maximum number of Gaming Positions which are available for the owners licensee of a casino located in the City licensed under 230 ILCS 10/7(e-5)(1).

(h) Signage. With regard to the Temporary Project authorized by this Agreement and located in Planned Development 768, on-premise signs and associated sign structures shall be exclusively subject to the following requirements and restrictions, which are in lieu of any provision, process, or requirement of the Municipal Code of Chicago. Any such on-premise sign(s):

- (i) Shall be limited to: (A) signs that are attached to attachment points approved for use by the previous tenant; (B) one sign associated with each exterior entrance; (C) one sign associated with the roll-up door on Ontario Street; and (D) signs placed behind non-decorative glazing.
- (ii) Shall be subject to review and approval by the Building Commissioner or the Commissioner's designee as to conformity with the structural and electrical provisions of the Chicago Construction Codes through the permit process and collection of otherwise-applicable permit fees.
- (iii) Shall be subject to review and approval by the Commissioner of Planning and Development or the Commissioner's designee for: (A) conformity with the character of the underlying structure; (B) sensitivity to the surrounding area; (C) size, shape, type, illumination, placement, orientation, and method of attachment; and (D) in lieu of a public way use permit, appropriateness and degree of the presence, if any, in or over the public way.
- (iv) Shall be subject to review and approval by the Zoning Administrator or the Zoning Administrator's designee for all aspects bearing on conformity with the Planned Development.
- (v) Shall be subject to review and approval by the Commission on Chicago Landmarks to ensure that the attachment of any sign to the Landmark does not cause irreversible damage to any significant feature of the Landmark.
- (vi) Shall not include video display signs or dynamic image display signs, as defined in Section 17-17-0248.5 of the Zoning Ordinance, but may otherwise be illuminated.

Off-premise signs (as defined in Section 17-17-02108 of the Zoning Ordinance) are prohibited at the Temporary Project.

(i) Removal of Signs. The Developer shall remove all signs and sign structures erected or installed pursuant to Section 3.1(h) within thirty (30) days of Operations Commencement (Permanent Project). Removal shall include restoration to the pre-installation condition to the satisfaction of the Department of Planning and Development.

3.2 Performance of Work.

Developer shall ensure that all Work is performed in a good and workmanlike manner and in accordance with all Governmental Requirements and First-Class Project Standards. Without limiting the generality of the foregoing sentence, Developer shall ensure that all materials used in

the construction of the Project shall be of first-class quality, and the quality of the Finish Work shall meet or exceed First-Class Project Standards.

3.3 Duty to Complete; Commencement of Operations.

(a) Developer shall Complete the Temporary Project not later than the Construction Completion Date (Temporary Project), achieve Operations Commencement (Temporary Project) not later than the Operations Commencement Date and achieve Final Completion (Temporary Project) not later than the Final Completion Date. Upon the occurrence of an event of Force Majeure, the Construction Completion Date (Temporary Project), Final Completion Date, and the Operations Commencement Date, shall each be extended by a number of days equal to the number of days in the Force Majeure Period resulting from such event of Force Majeure; provided, that each day when performance is delayed shall be counted only once notwithstanding that multiple events of Force Majeure may occur and, as yet, remain uncured on such day.

(b) Developer shall Complete the Permanent Project not later than the Construction Completion Date (Permanent Project), achieve Operations Commencement (Permanent Project) not later than the Operations Commencement Date and achieve Final Completion (Permanent Project) not later than the Final Completion Date; *provided*, that Developer shall not be required to cause the Operations Commencement (Permanent Project) to occur before the date which is one (1) day after the third anniversary of Operations Commencement (Temporary Project). Upon the occurrence of an event of Force Majeure, the Construction Completion Date (Permanent Project), Final Completion Date, and the Operations Commencement Date, shall each be extended by a number of days equal to the number of days in the Force Majeure Period resulting from such event of Force Majeure; provided, that in no event shall the Operations Commencement Date for the Permanent Project extend beyond the Temporary Project Operation Period unless approved by the Board and the City.

(c) To assure completion of the Project, prior to Developer's commencement of construction of the Project, Developer shall provide the City with an executed (i) copy of a completion or performance bond or other form of financial guaranty from the general contractor engaged by Developer to construct the Project in such amount and form customary for projects similar to the Project and (ii) construction management plan, each of which is reasonably acceptable to the City. Developer's construction management plan shall address site issues, including, but not limited to, sequencing of construction events, construction milestones, light, noise, dust and traffic mitigation measures, rodent and waste controls, contact information for the Project's general contractor's site manager, and shall include all other items required by Governmental Authorities relating to all applicable Governmental Requirements and specify all Approvals necessary in connection with the construction of the Project.

(d) Developer shall commence the build-out of the Hotel Extension Rooms within the Hotel Extension Infrastructure not later than the first to occur of (i) the date which is twelve (12) months after the last day of the calendar month when, on a trailing 12-month basis, Developer achieves \$170 million of EBITDAM and (ii) the fifth (5th) anniversary of Operations Commencement (Permanent Project). Developer shall thereafter diligently prosecute the build-out, finishing and furnishing of the Hotel Extension Rooms until the Hotel Extension Rooms are complete, the City has issued a temporary occupancy permit for the Hotel Extension Rooms, and

the Hotel Extension Rooms are available to rent to the general public, which shall be not later than the first to occur of (i) the date which is eighteen (18) months after the last day of the calendar month when, on a trailing 12 months, Developer achieves \$170 million of EBITDAM and (ii) the date which is five years and six months after Operations Commencement (Permanent Project).

(e) To the extent that Developer has received all Approvals necessary to commence the Work, Developer, its agents and its contractors will promptly and diligently (i) perform the Work and (ii) complete all the Components, in each case, until the respective Project has been fully completed in accordance with the design which is finally determined in accordance with Sections 3.1(b), (c) and (d) (but subject to any modifications of such final design with the City's consent in accordance with Section 3.1(e)).

3.4 Project Operations (Temporary Project).

(a) Developer agrees to diligently operate and maintain the Temporary Project and all other support facilities for such Project owned or controlled by Developer in accordance with all Governmental Requirements and First-Class Project Standards and in compliance with this Agreement.

(b) Developer covenants that, at all times following Operations Commencement (Temporary Project), it will, directly or indirectly: (i) continuously operate and keep open for business to the general public the Casino for Casino Gaming Operations for the maximum hours permitted under Governmental Requirements, other than closures of up to four (4) hours per day, during extremely low volume periods of time, for operational efficiency; (ii) continuously operate and keep open for business to the general public for the maximum hours permitted under Governmental Requirements, the Components related to the hotel and parking; and (iii) operate and keep open for business to the general public all Components (other than the hotel Component and parking Component and Components where Casino Gaming Operations are conducted) in accordance with commercially reasonable hours of operation. Notwithstanding the foregoing, Developer shall have the right from time to time in the ordinary course of business and without advance notice to City, to close portions of any Component (x) for such reasonable periods of time as may be required for repairs, alterations, maintenance, remodeling, or for any reconstruction required because of casualty, Condemnation, or Force Majeure, (y) to respond to then existing market conditions but only for so long as reasonable commercial practices would so require, or (z) for such periods of time as may be directed by a Governmental Authority; provided, however, no such direction shall relieve Developer of any liability as a result of such closure to the extent caused by an act or omission of Developer as provided for otherwise in this Agreement.

(c) So long as Developer is diligently pursuing Approvals for, and construction of, the Permanent Project, Developer may conduct Casino Gaming Operations at the Temporary Project for a period of up to twenty-four (24) months after Operations Commencement (Temporary Project) (such 24-month period, the "Initial Temporary Project Operation Period"). In the event that Developer petitions the Board to extend the Initial Temporary Project Operation Period for a period of up to twelve (12) additional months pursuant to Section 7(l) of the Act, the City shall support Developer's petition to the extent reasonably requested by Developer. If the Board grants Developer's petition pursuant to Section 7(l) of the Act, then Developer shall be permitted to conduct Casino Gaming Operations at the Temporary Project for such extended period (the

Initial Temporary Project Operation Period, as may be extended as provided herein, the "**Temporary Project Operation Period**"). Acknowledging that Section 7(l) of the Act controls, Developer agrees that Developer shall not be permitted to conduct Casino Gaming Operations at the Temporary Project for a period of greater than thirty-six (36) months after the Operations Commencement (Temporary Project) unless otherwise approved by the City and the Board.

3.5 Project Operations (Permanent Project).

(a) Beginning on the Operations Commencement (Permanent Project) and continuing during the Term, Developer agrees to diligently operate and maintain the Permanent Project and all other support facilities for such Project owned or controlled by Developer in accordance with all Governmental Requirements and First-Class Project Standards and in compliance with this Agreement.

(b) Developer covenants that, at all times following Operations Commencement (Permanent Project), it will, directly or indirectly: (i) continuously operate and keep open the Casino for Casino Gaming Operations for the maximum hours permitted under Governmental Requirements, other than closures of up to four (4) hours per day, during extremely low volume periods of time, for operational efficiency; (ii) continuously operate and keep open for business to the general public for the maximum hours permitted under Governmental Requirements, the hotel Component and the parking Component; and (iii) operate and keep open for business to the general public all Components (other than the hotel Component, parking Component and Components where Casino Gaming Operations are conducted) in accordance with commercially reasonable hours of operation. Notwithstanding the foregoing, Developer shall have the right from time to time in the ordinary course of business and without advance notice to City, to close portions of any Component (x) for such reasonable periods of time as may be required for repairs, alterations, maintenance, remodeling, or for any reconstruction required because of casualty, condemnation, or Force Majeure, (y) to respond to then existing market conditions but only for so long as reasonable commercial practices would so require, or (z) for such periods of time as may be directed by a Governmental Authority; provided, however, no such direction shall relieve Developer of any liability as a result of such closure to the extent caused by an act or omission of Developer as provided for otherwise in this Agreement.

(c) Developer covenants that the Project will be designed, finished and operated under the 'BALLY'S' brand and trademark(s) with a design and marketing theme of 'The Best of Chicago'.

4. Other Obligations.

4.1 Project Incentives.

(a) Developer recognizes and acknowledges that the construction and operation of the Project will have direct and indirect negative impacts on the City which will require the City and other local governmental units to provide continuing mitigation, and as an added inducement to the City to provide the Certification, and to demonstrate Developer's commitment to give back to the community, foster community development and investment and garner public support, Developer agrees to provide the Project Incentives.

(b) If any of the following shall occur and have an adverse impact on the Casino, the obligation of Developer to pay the Direct Impact Fee and Indirect Impact Fee (each, as defined in Exhibit A-1) shall be subject to good-faith renegotiation, in light of the economic impacts on the City and the Casino and all the other facts and circumstances then prevailing:

- (i) a new casino becomes open to the public within the City;
- (ii) there is an increase in the gaming privilege tax imposed upon the 'adjusted gross receipts' (as such term is defined in the Act) of the Casino; or
- (iii) (A) there is authorized by the State or the City a mode of lawful gaming to occur in the City other than Gambling Games under the Act, Sports Wagering under the Sports Wagering Act and pari-mutuel wagering under the Illinois Horse Racing Act of 1975; (B) one or more Persons, excluding Developer, any Casino Manager and their Affiliates, receives a license from the State regulator having jurisdiction over such mode of gaming which permits such Person or Persons to lawfully conduct such gaming within the territorial limits of the City; and (C) such licensed Persons commence to operate such new mode of gaming within the territorial limits of the City on more than a *de minimis* or 'beta test' basis.

4.2 Minimum Capital Investment.

Developer shall make a Minimum Capital Investment of \$1,340,000,000 in furtherance of its obligations pursuant to Section 3.3 hereof.

4.3 Payment of Taxes and Fees.

Developer agrees that the minimum EAV for the Project Site (Permanent) and all improvements thereon shall be \$125,000,000. Developer shall pay all real estate taxes on the Project Site (Permanent), all improvements thereon and all personal property taxes on all Project personal property in accordance with Governmental Requirements. Developer shall not contest or file a property tax protest of the EAV of the Project Site (Permanent) and all improvements thereon unless the EAV exceeds \$125,000,000 and, in such case, shall not contest or file a property tax protest of the EAV claiming an EAV or seeking an adjustment in EAV of the Project Site (Permanent) to an EAV less than \$125,000,000.

As approved in the original Planned Development #1426, Developer shall pay an Industrial Corridor Conversion Fee, at the time of submission of the first building permit within the boundary of Planned Development #1426, Neighborhood Opportunity Fund (NOF) Bonus Fee, at such time as Developer submits a building permit which exceeds the allowable floor area ratio in the underlying zoning district, General Permit Reviews (both permit and part II fees), as required upon the submission of applications for individual building permits, ARO Obligation (units and/or potential to generate fees), as required upon the submission of applications for building permits containing residential units, all as customary for other large scale developments of this type. Developer will pay other ancillary miscellaneous inspection and permit fees which may also be required.

4.4 Additional Commitments.

(a) As described on Exhibit A-2, Developer agrees to: (i) meet or exceed its goals for contracting with City-based businesses for the design and construction of the Project and the provision of goods and services to the Project both during construction and operation of the Project; (ii) meet or exceed the hiring of the minimum number of employees, both full-time and part-time, during construction of the Project and when the Project is fully operational; (iii) meet or exceed the goals for work hours for construction work by City residents and residents of the area surrounding the Project; (iv) meet or exceed its goals for hiring specific percentages of City residents, women, minorities, veterans and persons with a disability during operation of the Project; (v) satisfy the requirements for business utilization and building wealth and increasing employment in disadvantaged communities, prioritize hiring of City residents, and achieve a diverse workforce; and (vi) satisfy the requirements for sourcing goods and services.

(b) As described on Exhibit A-3, Developer agrees to: (i) establish, fund and maintain human resource hiring and training practices; and (ii) comply with Developer's workforce development plan.

(c) As described on Exhibit A-4, Developer agrees to implement the marketing and operating plan, including Developer's plan for: (i) treatment of compulsive behavior disorders; (ii) ensuring that minors will be prohibited from gambling at the Casino; (iii) providing security inside and surrounding the Project; (iv) attracting new businesses, tourists and visitors to the area around the Project Site; (v) use of its customer databases to support the Project; and (vi) implementing the theme and targeting market segments for the Permanent Project.

(d) Developer agrees that the Permanent Project will comply with the City's Sustainable Development Policy with a point score under that policy of at least 125 points, including with the enhanced bird protection provisions of Sec. 9.2 thereof, as well as the City's North Branch Framework Plan and the Chicago River Design Guidelines. In addition the Permanent Project will be designed to meet LEED Gold standards.

(e) Parent Company, on behalf of Developer, has entered into an agreement with organized labor, including hospitality services (the "**Labor Peace Agreement**"), and shall use commercially reasonable efforts to assure labor harmony during construction and operation of the Project.

(f) As described on Exhibit A-6, Developer agrees to comply with its plan for relocating or compensating any existing businesses, tenants or services displaced on account of the Project.

(g) As described on Exhibit A-7, Developer agrees to comply with its plan for (i) transportation demand and supply management for the Project; (ii) traffic control measures for the Project; (iii) pedestrian and bicycle ingress/egress within and surrounding the Project; (iv) leveraging/upgrading use of existing, in-place City infrastructure to serve and harmonize with the Project; (v) accommodating special events and grand opening traffic and parking for the Project; (vi) emergency access for police, fire and ambulatory ingress and egress and its emergency operations plan for the Project; (vii) addressing any additional burdens placed on existing City

infrastructure; and (viii) multi-modal traffic circulation infrastructure showing ingress and egress to the Project.

(h) Developer will adhere to the highest level of ethical and responsible gaming practices, consistent with requirements of the Act, the Sports Wagering Act, rules and regulations of the Board, including but not limited to, the following:

- (i) use certified trainers to train all of its employees on responsible gaming including tiered training in accordance with the employee's exposure to gaming in their job duties;
- (ii) post signage in English and Spanish with the toll-free Problem Gamblers Help Line number and a local help line number in employer and customer-facing areas in the Project;
- (iii) adhere to the Board's voluntary self-limit or exclusion laws, regulations and policies;
- (iv) provide an on-site location for guests to privately receive information on problem gambling, together with information of available resources for treatment, counseling and prevention for compulsive gaming behaviors;
- (v) have its employees participate annually in "Responsible Gaming Education Week" sponsored annually by the American Gaming Association or any successor or equivalent program; and
- (vi) collaborate with local agencies that provide gambling addiction services with respect to strategies for addressing problem gambling.

(i) Developer will train its employees at least annually to request and verify the identification of any patron that appears to be underage in accordance with industry standards or otherwise provided in the Act and Sports Wagering Act and the rules and regulations of the Board promulgated thereunder.

(j) Developer agrees to pay when due in the ordinary course of Approvals the City's customary permit and license fees applicable to the Project.

(k) In the design, construction and operation of the Project, Developer shall comply with all Governmental Requirements including the Americans with Disabilities Act. Developer shall provide within the Project gaming tables and electronic gaming machines accessible to persons with disabilities.

(l) Developer agrees to comply with the City's "Other Agreements" set forth in Exhibit A-8.

(m) As described on Exhibit A-9, Developer agrees to implement the minority and women ownership provisions which Developer shall incorporate into the operating agreement of Developer.

4.5 Payment of Development Process Cost Fees.

(a) Developer shall pay the due and unpaid Development Process Cost Fees on or before the fifth (5th) Business Day following the execution of this Agreement by Developer and the City, and thereafter, in accordance with the procedures set forth in Section 4.5(b). Any such Development Process Cost Fees due the City's consultants shall be paid by Developer directly to such consultants; provided, that, prior to the payment of any Development Process Cost Fees by Developer, the City shall apply the sum of all application fees paid to the City by other applicants for the License to the Development Process Cost Fees (the "**Other Party Application Fees**"). Developer shall reimburse the City for all Development Process Cost Fees paid by the City prior to the execution of this Agreement.

(b) The City and the City's Consultants, as the case may be, shall invoice Developer from time to time, but no more frequently than monthly for the Development Process Cost Fees incurred by the City and due such party since the prior monthly invoice. Developer shall pay such invoiced Development Process Cost Fees within thirty (30) days from the date of the invoice, directly to the party submitting the invoice in accordance with the instructions provided in the invoice. The City's Consultants shall be intended third-party beneficiaries of Developer's obligation to pay Development Process Cost Fees. The invoices provided by the City and the City's Consultants, as the case may be, shall include a summary of the charges and such detail as party submitting the invoice reasonably believes is necessary to inform Developer of the nature of the costs and expenses, subject to privilege and confidentiality restrictions. At Developer's request, the City shall, or shall cause the City's Consultant submitting the invoice to consult with Developer on the necessity for such charges during the ten (10) Business Day period immediately subsequent to Developer's receipt of such summary. Developer's obligation to pay Development Process Cost Fees incurred by the City prior to any termination of the Agreement shall survive termination of the Agreement.

(c) Notwithstanding anything to the contrary in this Section 4.5, (i) in no event shall the Developer's aggregate liability for Development Process Cost Fees incurred by the City through the date of execution of this Agreement by Developer and the City exceed five million seven hundred thousand dollars (\$5,700,000); and (ii) the Development Process Cost Fees shall not exceed \$100,000 per year after the issuance of the License.

4.6 Radius Restriction.

(a) No Restricted Party shall directly or indirectly (including through a subsidiary or Person Controlled by it): (i) manage, operate or become financially interested in any casino, whether land based or riverboat, or in any other establishment at which Gambling Games or historical horse racing are authorized (a "**Restricted Activity**") within the Restricted Area other than the Project; (ii) make application for any franchise, permit or license to manage or operate any Restricted Activity within the Restricted Area other than the Project; or (iii) respond positively to any request for proposal to develop, manage, operate or become financially interested in any Restricted Activity within the Restricted Area other than the Project (all of the previous clauses (i), (ii) and (iii) comprising the "**Radius Restriction**"). Developer shall cause each Restricted

Party as requested by the City, to execute and deliver to the City as part of the Closing Deliveries, an agreement to abide by the Radius Restriction.

(b) If any Restricted Party acquires or is acquired by a Person such that, but for the provisions of this Section 4.6, such Restricted Party or the acquiring Person would be in violation of the Radius Restriction as of the date of acquisition, then such party shall have two (2) years in which to comply with the Radius Restriction, unless such time period is extended or waived by the City.

(c) It is the desire of the Parties that the provisions of this Section 4.6 be enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any particular portion of this Section 4.6 shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any party or circumstance shall be adjudicated to be prohibited by or invalidated by such laws or public policies, such section or sections shall be modified as determined appropriate by such a court to the minimum extent necessary so as to render such portion to be valid and enforceable with such modifications to apply only with respect to the operation of such section or sections in the particular jurisdictions so adjudicating on the parties and under the circumstances as to which so adjudicated

(d) The provisions of this Section 4.6 and the related Radius Restriction Agreements shall lapse and be of no further force or effect ten (10) years after the Operations Commencement Date for the Permanent Project.

4.7 Statutory Basis for Fees; Default Rate.

(a) Developer recognizes and acknowledges that the payments to be made by Developer to the City under this Agreement, the Project Incentives, and the Development Process Cost Fees (collectively, the "**Developer's Payments**") are being paid by Developer, in part: (i) in exchange for particular governmental authorizations and services which benefit Developer in a manner not shared by other members of society; (ii) by choice in that Developer has voluntarily requested that the City serve as its host community and would not be obligated to pay such amounts but for such request; and (iii) to compensate the City and other governmental units for providing Developer with the services required to allow Developer to construct and operate the Project and to mitigate the impact of Developer's activities on the City and its residents.

(b) All amounts payable by Developer hereunder, including Developer's Payments, shall bear interest at the Default Rate from the due date or, if no due date is specified, then from the date which is fifteen (15) Business Days from the date of notice to Developer until paid; *provided*, that no interest shall accrue or be payable on Developer's Payment if such amounts are paid late by not more than (15) Business Days on not more than two (2) occasions in any twelve (12) month period.

4.8 Notice of Agreement.

(a) The Parties agree that the Notice of Agreement shall not in any circumstance be deemed to modify or to change any of the provisions of this Agreement.

(b) The restrictions imposed by and under Sections 4.9(b) (Financing), 6.3(b) (Transfers) and 8.1 (Transfer of Ownership Interests) (collectively, the “**Restrictions**”) will be construed and interpreted by the Parties as covenants running with the land. Developer agrees for itself, its successors and assigns to be bound by each of the Restrictions. The City shall have the right to enforce such Restrictions against Developer, its successors and assigns to or of the Project or any part thereof or any interest therein.

4.9 Financing.

(a) Developer agrees to notify the City in writing of any Financing reasonably contemporaneously with any notice thereof to the Board.

(b) If any interest of Developer is Transferred by reason of any foreclosure, trustee’s deed or any other proceeding for enforcement of the Mortgage, then the Mortgagee (or any Nominee of the Mortgagee) shall immediately upon such Transfer assume the obligations of the Developer hereunder except as otherwise provided in Section 4.9(f). As used in this Agreement, the term “**Nominee**” shall mean a Person who is designated by Mortgagee to act in place of the Mortgagee solely for the purpose of holding title to the Project and performing the obligations of Developer hereunder.

(c) In no event may Developer or any Finance Affiliate represent that the City is or in any way may be liable for the obligations of Developer or any Finance Affiliate in connection with: (i) any financing agreement or (ii) any public or private offering of securities. If Developer or any Finance Affiliate shall at any time sell or offer to sell any securities issued by Developer or any Finance Affiliate through the medium of any prospectus, offering memorandum or otherwise that relates to the Project or its operation, Developer shall: (i) first submit such offering materials to the City for review with respect to Developer’s compliance with this Section 4.9; and (ii) do so only in compliance with all applicable federal and state securities laws, and shall clearly disclose to all purchasers and offerees that (y) the City shall not in any way be deemed to be an issuer or underwriter of such securities, and (z) the City and its officers, agents, and employees have not assumed and shall not have any liability arising out of or related to the sale or offer of such securities, including any liability or responsibility for any financial statements, projections, forward-looking statements or other information contained in any prospectus or similar written or oral communication. Developer agrees to indemnify, defend and hold the City and its respective officers, agents and employees free and harmless from, any and all liabilities, costs, damages, claims or expenses arising out of or related to the breach of its obligations under this Section 4.9(c).

(d) Neither entering into this Agreement nor any breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project or the Project Site made in good faith and for value.

(e) Provided Developer has given the City written notice of the existence of any Mortgage, together with Mortgagee’s address and a contact party, simultaneously with the giving to Developer of any Default Notice, the City shall give a duplicate copy thereof to any Mortgagee by registered mail, return receipt requested, and no such notice to Developer shall be effective unless a copy of the same has been so sent to Mortgagee. Any Mortgagee shall have the right to cure any Default within the same period by which Developer is required to effectuate any such

cure plus (a) an additional thirty (30) days for any monetary Default and (b) an additional ninety (90) days for any non-monetary Default; provided that any such ninety (90) day period shall be extended to the extent that the Default is of the nature that it cannot reasonably be expected to be cured within such ninety (90) day period and Mortgagee is diligently prosecuting such cure to completion or otherwise has commenced action to enforce its rights and remedies under any Mortgage to recover possession of the Project. In all cases, the City agrees to accept any performance by Mortgagee of any obligations hereunder as if the same had been performed by Developer, and shall not terminate the Agreement until the requisite time periods for cure by Mortgagee have been exhausted pursuant to the terms hereof. It is understood that no cure or attempt to cure by Developer, Mortgagee or any other Person of any Default shall limit the right of the City to recover damages from Developer or otherwise exercise remedies with respect to any Default during any period in which such Default remained uncured.

(f) In the event of a non-monetary Default which cannot be cured without obtaining possession of the Project or that is otherwise personal to Developer and not susceptible of being cured by Mortgagee, the City will not terminate this Agreement without first giving Mortgagee reasonable time within which to obtain possession of the Project, including possession by a receiver, or to institute and complete foreclosure proceedings. Upon acquisition of Developer's interest in the Project and performance by Mortgagee of all covenants and agreements of Developer, except those which by their nature cannot be performed or cured by any person other than the Developer, the City's right to terminate this Agreement shall be waived with respect to the matters which have been cured by Mortgagee or which are not susceptible of being cured.

4.10 Closing Deliveries.

Developer will deliver or cause to be delivered all of the Closing Deliveries no later than ten (10) Business Days following Effective Date. Unless the time for delivery of any Closing Deliveries is extended, or the satisfaction of any Closing Delivery or any other Closing Condition is waived by the City, the date that all Closing Deliveries have been made and all other Closing Conditions shall have been met is the "**Closing Date**".

4.11 Infrastructure Improvements.

The City shall not be responsible for payment of any land entitlement, design, development and construction costs of any Project Infrastructure.

5. Representations and Warranties.

5.1 Representations and Warranties of Developer.

As a material inducement to the City to enter into this Agreement, Developer represents and warrants to the City that each of the following statements is true, accurate and complete as of the date of this Agreement and the Closing Date, except as set forth in the Bringdown Schedule:

(a) Developer is duly organized, validly existing and in good standing under the Governmental Requirements of the State. Developer has all requisite organizational power and authority to own and operate its properties, carry on its business and enter into and perform its obligations under this Agreement and all other agreements and undertakings to be entered into by Developer in connection herewith.

(b) Each financial statement, document, report, certificate, written statement and description delivered by or on behalf of Developer whether pursuant to the Request for Proposal or hereunder has, and will be, when delivered, complete and correct in all material respects.

(c) Developer is not a party to any agreement, document or instrument that has or will have a Material Adverse Effect on the ability of Developer to carry out its obligations under this Agreement.

(d) Developer currently is in compliance with all Governmental Requirements, its organizational documents and all agreements to which it is a party which relate to the Project or otherwise, to the extent that any noncompliance would have a Material Adverse Effect. Neither execution of this Agreement nor discharge by Developer of any of its obligations hereunder shall cause Developer to be in violation of any Governmental Requirement, its organizational documents or any agreement to which it is a party.

(e) This Agreement, Developer's Transfer Restriction Agreement, Radius Restriction Agreement, and Release when duly executed and delivered by Developer will constitute legal, valid and binding obligations of Developer, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and subject to general equitable principles which may limit the right to obtain equitable remedies.

(f) Developer has taken all requisite action and obtained all requisite consents, releases and permissions in connection with entering into this Agreement and the instruments and documents referenced in this Agreement or required under any covenant, agreement, encumbrance, law or regulation with respect to the obligations required under this Agreement, and no consent of any other party is required for the performance by Developer of its obligations under this Agreement.

(g) Developer has control over, and enforceable rights to obtain good, marketable and insurable title to, all parcels constituting the Project Site, subject to no liens, easements, restrictions or other encumbrances other than the matters identified on Exhibit M (the "**Permitted Exceptions**"). Developer has no knowledge of any facts or any past, present or threatened occurrence that could preclude or impair in any material respect its ability to obtain good, marketable and insurable title to any parcel constituting part of the Project Site which it does not own as of the date of this Agreement.

(h) Developer has received no notice of and has no knowledge of any action, litigation, investigation or proceeding of any kind pending or threatened against Developer or any party controlling or controlled by Developer or any portion of the Project Site that could prevent Developer in any material respect from performing its obligations in accordance with the terms of this Agreement, and Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding.

(i) Attached hereto as Exhibit O is a true, accurate and complete organizational chart of Developer showing each equity owner of Developer, as applicable, and the respective percentage ownership in Developer, as applicable, that exceeds five percent (5%).

(j) All information set forth in Developer's Response or the Bringdown Schedule was true, accurate and complete in all material respects.

(k) Developer has not engaged any Casino Manager or entered into any Casino Management Agreement to pay any Management Fee.

5.2 Representations and Warranties of the City.

The City represents and warrants to Developer that each of the following statements is true, accurate and complete as of the Closing Date:

(a) All of the (e-5) Requirements have been met.

(b) Upon the receipt of Approvals as provided in this Agreement, including any necessary amendment or minor change in the Planned Development, relating to the Project, the conduct of Gaming at the Project Site will be permitted under the City's ordinances.

(c) The City is a validly existing municipal corporation and has all requisite power and authority to enter into and perform its obligations under this Agreement.

(d) This Agreement is binding on the City and is enforceable against the City in accordance with its terms, subject to applicable bankruptcy, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and subject to general equitable principles which may limit the right to obtain equitable remedies.

(e) The City has taken all requisite action and obtained all requisite consents, releases and permissions in connection with entering into this Agreement and the instruments and documents referenced in this Agreement or required under any covenant, agreement, encumbrance, law or regulation with respect to the obligations required under this Agreement, and no consent of any other party is required for the performance by the City of its obligations under this Agreement.

6. Covenants.

6.1 Affirmative Covenants of Developer.

Developer covenants that throughout the Term, Developer shall:

(a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence.

(b) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect the rights, licenses, registrations, permits, certifications, Approvals, consents, franchises, patents, copyrights, trade secrets, trademarks and trade names that are used in the conduct of its businesses and other activities, and comply with all Governmental Requirements applicable to the operation of its business and other activities, in all material respects, whether now in effect or hereafter enacted.

(c) Furnish to the City:

- (i) no later than ninety (90) days after the end of each calendar year commencing with the calendar year in which the Operations Commencement (Temporary Project) occurs, balance sheets, and statements of operations, owners' equity and cash flows of Developer showing the financial condition and operations of the Developer as of the close of such year and the results of operations during such year, all of the foregoing consolidated financial statements to be audited by a firm of independent certified public accountants of recognized national standing acceptable to the City and accompanied by an opinion of such accountants without material exceptions or qualifications;
- (ii) no later than forty-five (45) days after the end of each fiscal quarter of Developer commencing with the fiscal quarter in which the Operations Commencement (Temporary Project) occurs, financial statements (including balance sheets and statements of cash flow and operations) showing the financial condition and results of operations of Developer as of the end of each such fiscal quarter and for the then elapsed portion of the current fiscal year, accompanied by a certificate of an officer of Developer that such financial statements have been prepared in accordance with GAAP, consistently applied, to the extent applicable;
- (iii) promptly upon the receipt thereof, but subject to the distribution limitations and restrictions contained therein, copies of all reports, if any, submitted to Developer by independent certified public accountants in connection with each annual, interim or special audit or review of the financial statements of Developer made by such accountants, including any comment letter (again, subject to the distribution limitations and restrictions contained therein) submitted by such accountants to management in connection with any annual review;
- (iv) within five (5) Business Days after submission to the Board, accurate and complete copies of all reports submitted to the Board; and
- (v) from time to time, such other information regarding the compliance by Developer with the terms of this Agreement or the Project as the City may reasonably request in writing.

(d) No later than ninety (90) days after the end of each fiscal year of Developer commencing with the fiscal year in which the Closing Date occurs, Developer shall deliver to the City:

- (i) a detailed report on Developer's obligations to comply with its Additional Commitments in such form as may reasonably be requested by the City from time to time;

- (ii) a written description of any administrative determination, binding arbitration decision, or judgment rendered by a court of competent jurisdiction finding a willful and material violation by Developer of any federal, state or local laws governing employment and labor, including those related to wages, hours, collective bargaining, labor relations, immigration, classification of workers and employees, workers safety and equal employment opportunity during such fiscal year; and
 - (iii) a statement as to whether Developer is aware of any non-compliance with the radius restrictions set forth in Section 4.4 or the restrictions on Transfer set forth in Section 8.1.
- (e) Deliver to the City prompt written notice of the following (but in no event later than twenty (20) calendar days following the actual knowledge thereof by Developer):
 - (i) the issuance by any Governmental Authority of any injunction, order, decision, notice of any violation or deficiency, asserting a violation of Governmental Requirements applicable to Developer or the Project or seeking to affect Developer's ability to operate the Project or comply with the terms of this Agreement, in each case together with copies of all relevant documentation with respect thereto;
 - (ii) the notice, filing or commencement of or any threatened notice, filing or commencement of, any action, suit or proceeding by or against Developer whether at law or in equity or by or before any court or any Governmental Authority and that (A) if adversely determined against Developer could result in injunctive relief or could result in uninsured net liability in excess of Five Million Dollars (\$5,000,000) in the aggregate (in either case, together with copies of the pleadings pertaining thereto) or (B) seeks to (x) enjoin or otherwise prevent the consummation of the transactions contemplated by this Agreement or the City's ability to recover any damages or obtain relief under this Agreement or the issuance of any license (including the License) to Developer by the Board or (y) affect Developer's ability to operate the Project or comply with the terms of this Agreement;
 - (iii) to the knowledge of Developer, any Default, specifying the nature and extent thereof and the action (if any) that is proposed to be taken with respect thereto;
 - (iv) any Transfer not permitted under Section 8.1 specifying the nature thereof and the action (if any) that is proposed to be taken with respect thereto;
 - (v) to the knowledge of Developer, any development in the business or affairs of Developer or the Casino Manager that could reasonably be expected to have or result in a Material Adverse Effect; and
 - (vi) receipt by Developer of any written notice of default from any lender or other financing source to Developer.

(f) Maintain financial records in accordance with GAAP and permit an authorized representative designated by the City, upon reasonable advance written notice and at a reasonable time during normal business hours but not more frequently than once in any 12-month period, except after the occurrence and during the continuation of any Event of Default (when such limitation shall not apply), to visit and inspect Developer's properties and financial records and to make extracts from such financial records, all at Developer's reasonable expense, and permit any authorized representative designated by the City to discuss the affairs, finances and conditions of Developer with any executive officer or other manager or officer of Developer or Casino Manager as such representative shall reasonably deem appropriate, and Developer's independent public accountants.

(g) If a Casino Manager is engaged, enter into and maintain a marketing or similar agreement with the Casino Manager and approved by the City for purposes of branding, sharing of customer information, joint marketing and customer loyalty programs and other matters customary in agreements of this type.

(h) Not amend or modify any organizational document that directly or indirectly would have the effect of adversely affecting the rights, ownership or distributions of any minority or women owners.

(i) In the event Developer has not engaged, hired or retained a Casino Manager by the Closing Date, prior to the effective date of any Casino Management Agreement,

(i) Deliver a copy of the execution version of the Casino Management Agreement to the City, which the City shall have the right to approve prior to the Casino Management Agreement becoming effective; and

(ii) Deliver a fully-executed Subordination Agreement to the City.

6.2 License Application.

Developer shall:

(a) Promptly and accurately complete and submit to the Board its Application no later than forty-five (45) Business Days from the City's delivery of the Certification to the Board, together with other such information as the Board or its staff may from time to time require from Developer in connection with such Application, make all payments required under the Act to be made by an applicant for a License and use its best efforts to satisfy all criteria necessary to be issued a License by the Board.

(b) Deliver to the City a copy of the Application together with proof of the filing of the Application in accordance with the Act contemporaneous with or immediately following its filing, excluding, however, personal disclosure forms (including attachments or exhibits related thereto) that are included as a part of the Application.

(c) Prior to the Board issuing a License to Developer, keep the City informed as to all material contacts and communications between the Board and its staff and Developer so as to enable the City to evaluate the likelihood and timing of the Board issuing a License to Developer.

6.3 Negative Covenants of Developer.

Developer covenants that throughout the Term, Developer shall not:

(a) Upon the occurrence of an Event of Default, and until such time that such Default or Event of Default is cured, declare or pay any dividends or make any other payments or distributions to any Restricted Party.

(b) Directly or indirectly through one or more intermediary companies engage in or permit any Transfer of this Agreement, the Project, the Project Site or any ownership interest therein other than a Permitted Transfer without the prior consent of the City.

(c) Take any action to voluntarily terminate any Casino Management Agreement or amend or waive any compliance with such Casino Management Agreement in a manner that has or could reasonably be expected to have a Material Adverse Effect on the Project or the City or Developer's ability to perform its obligations under this Agreement without submitting notice to the City of any such termination, amendment, or waiver within ten (10) days of effecting same.

6.4 Confidentiality of Deliveries.

To the extent that the Act, Sports Wagering Act, other laws of the State or the City or any other Governmental Requirements, in the reasonable opinion of Developer's legal counsel, allow confidential treatment of the items Developer is obligated to furnish to the City under Sections 6.1(c), (d), or (e)(i), (ii), (iv) and (v) or Section 6.2(b) (the "**Developer's Confidential Items**"), Developer shall have the right to deliver Developer's Confidential Items to the City's Mayor, Corporation Counsel, and consultants, upon each such Person's execution and delivery of a customary non-disclosure agreement which shall include customary exceptions for disclosure required pursuant to subpoenas, Freedom of Information requests, or other applicable legal requirements. Further, to the extent that Developer requests confidential treatment of any other documentation or information required to be provided to the City under this Agreement, and such documentation and information may be protected from disclosure by the City under applicable law as reasonably determined by the City's Corporation Counsel, the City shall maintain the confidentiality of such documentation and information to the extent permitted by applicable law. Upon receipt of a freedom of information act or other public record request for information relating to Developer's Confidential Items, the City shall provide reasonable written notice of such request to Developer and shall consult with Developer prior to disclosure of such Developer's Confidential Items. Upon Developer's request, City shall allow Developer to commence or participate in any action it reasonably determines it shall have a basis for to protect such information from disclosure, at Developer's cost and expense.

7. **Default.**

7.1 **Events of Default.**

The occurrence of any of the following shall constitute an “**Event of Default**” under this Agreement:

(a) If Developer materially defaults in the performance of any: (i) Governmental Requirement; or (ii) commitment, agreement, covenant, representation, term or condition (other than those specifically described in any other subparagraph of this Section 7.1) of this Agreement, and in such event if Developer fails to remedy any such Default within thirty (30) days after Developer's receipt of a Default Notice with respect thereto; ~~provided, however,~~ that if any such Default is reasonably susceptible of being cured within ninety (90) days, but cannot with due diligence be cured by Developer within thirty (30) days, and if Developer commences to cure such Default within thirty (30) days and diligently prosecutes the cure to completion, then Developer shall not during such period of diligently curing be in Default hereunder as long as such Default is completely cured within ninety (90) days of Developer's receipt of a Default Notice with respect thereto.

(b) If Developer makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts as they become due;

(c) If Developer files a voluntary petition under any title of the United States Bankruptcy Code, as amended from time to time, or if such petition is filed against Developer and an order for relief is entered, or if Developer shall file any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or any future federal bankruptcy law or any other present or future applicable federal, state or similar statute or law, or seeks or consents to or acquiesces to or suffers the appointment of any trustee, receiver, custodian, assignee, liquidator or similar official of Developer, or of all or any substantial part of its properties or of the Project or any interest therein of Developer;

(d) If within ninety (90) days after the commencement of any proceeding against Developer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or similar statute or law, such proceeding shall not have been dismissed; or if within ninety (90) days after the appointment, without the consent or acquiescence of Developer of any trustee, receiver, custodian, assignee, liquidator or other similar official of Developer or of all or any substantial part of its properties or of the Project or any interest therein of Developer, such appointment shall have not been vacated or stayed on appeal or otherwise, or if within ninety (90) days after the expiration of any such stay, such appointment shall not have been vacated;

(e) If any representation or warranty made by Developer hereunder proves to have been false or misleading in any material respect as of the time made or furnished, unless Developer cures such representation or warranty within thirty (30) days;

(f) If a Default occurs, which has not been cured within any applicable cure period, under, or if there is any attempted withdrawal, disaffirmance, cancellation, repudiation, disclaimer of liability or contest of obligations (other than a contest as to performance of such obligations) of, any Transfer Restriction Agreement, any Radius Restriction Agreement, any Subordination Agreement, or the Guaranty Agreement;

(g) If Developer fails to maintain in full force and effect policies of insurance meeting the requirements of Article 9 and in such event Developer fails to remedy such Default within ten (10) Business Days after Developer's receipt of a Default Notice with respect thereto;

(h) If the construction of the Project at any time is discontinued or suspended for a period of one hundred twenty (120) consecutive calendar days, and is not restarted prior to Developer's receipt of a Default Notice with respect thereto; provided, however, that if the discontinuation or suspension of construction is due to an event of Force Majeure event then such discontinuation or suspension shall not be an Event of Default during the resulting Force Majeure Period;

(i) If Operations Commencement (Temporary Project) does not occur by the Operations Commencement Date; or if Operations Commencement (Permanent Project) does not occur by the Operations Commencement Date, subject to Force Majeure as provided in this Agreement; or

(j) If Developer fails to make any Developer's Payments or any other payments required to be made by Developer hereunder as and when due, and fails to make any such payment within ten (10) calendar days after receiving a Default Notice with respect thereto.

7.2 Remedies.

(a) Upon an Event of Default, the City shall have the right if it so elects to: (i) exercise any and all remedies available at law or in equity; (ii) terminate this Agreement; (iii) receive liquidated damages under the circumstances set forth in Section 7.4; (iv) exercise its rights under any Subordination Agreement; or (v) institute and prosecute proceedings to enforce in whole or in part the specific performance of this Agreement by Developer, or to enjoin or restrain Developer from commencing or continuing said breach, or to cause by injunction Developer to correct and cure said breach or threatened breach, and otherwise without the need to post any bond therefor. None of the remedies enumerated herein are exclusive, except the City's rights to receive liquidated damages in Section 7.4, which shall be the exclusive remedy for the City's to recover its direct damages from delay under such circumstances as the payments under Section 7.4 become payable, and nothing herein shall be construed as prohibiting the City from pursuing any other remedies at law (except as otherwise provided in herein), in equity or otherwise available to it under the Agreement.

(b) Except as expressly stated otherwise, the rights and remedies of the City whether provided by law or by this Agreement, shall be cumulative, except as set forth in Section 7.4, and the exercise by the City of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same Default or breach, to the

extent permitted by law. No waiver made by the City or Developer shall apply to obligations beyond those expressly waived in writing.

(c) Notwithstanding the payments provided in Section 7.4 to compensate the City for the City's direct damages for delay, the Parties agree: (i) that irreparable damage, by way of detriment to the public benefit and welfare of the City through lost employment opportunities, lost tourism, degradation of the economic health of the City, loss of indirect revenue and otherwise, would occur to the City if the Temporary Project and the Permanent Project are not designed in accordance with Section 3.1, constructed in accordance with Section 3.2, and fully completed in accordance with Section 3.3(e) or if Developer's obligations in Exhibits A-2, A-3, A-4, A-7, A-8 and A-9 are not fully performed; and (ii) that monetary damages, even if available, would not be an adequate remedy to compensate the City for such damages if such provisions of this Agreement are not performed in accordance with the specific terms thereof. The Parties acknowledge and agree that Developer and Parent Company have been selected to enter into this Agreement as the result of a competitive Request for Proposal process, are performing aspects of the Work which are personal to Developer and Parent Company which could not be contracted-for or otherwise obtained from a third party, are providing knowhow, intellectual property and goodwill (including the 'BALLY'S' tradename and mark, and associated goodwill) for use in the operation of the Project which are unique, and that the Permanent Project has been uniquely designed and is located on a unique Project Site (Permanent). The Parties agree that (A) the City shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the performance by Developer of the terms and provisions of this Agreement, including Section 3.3(e), in the courts described in Section 13.14 without proof of actual damages, in addition to any other remedy to which it is entitled at law or in equity, (B) Developer will not oppose the granting of an injunction, specific performance, or other equitable relief on the basis that the City has an adequate remedy at law or that an award of specific performance is not an appropriate remedy for any reason at law or equity; and (C) the City shall not be required to obtain, furnish, or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 7.2(c), and each Party irrevocably waives any right it may have to require the obtaining, furnishing, or posting of any such bond or similar instrument. The right of specific enforcement is an integral part of Developer's agreements in this Agreement, including the City's agreement to deliver the Certification on the terms herein provided. Developer acknowledges, moreover, that in making the Certification, the City is relying on the City's right to specifically enforce this Agreement, including Developer's covenants in Section 3.3(e), in order to obtain for the benefit of the City the aforesaid irreplaceable and non-quantifiable damages, and that, without that right, the City would not have entered into this Agreement.

(d) Upon a breach of this Agreement by the City, Developer shall have all remedies at law, in equity or otherwise available to it under this Agreement, including an action for specific performance.

(e) In no event shall the City be liable under this Agreement for consequential damages, including lost profits.

(f) In the event that the City shall have been paid liquidated damages pursuant to Section 7.4 or Section 6 of Exhibit A-2 under the circumstances when such liquidated damages are payable and is awarded specific performance of this Agreement in connection with the failures

to perform this Agreement giving rise to such liquidated damages, it shall not also have a separate claim for indirect or consequential damages arising from such failures to perform.

7.3 Termination.

Except for the provisions that by their terms survive, this Agreement shall terminate immediately upon the occurrence of any of the following, or as otherwise provided in this Agreement:

(a) The Closing Date does not occur;

(b) The Board rejects or denies Developer's Application; *provided*, that, if such denial or rejection is subject to appeal and Developer timely asserts and diligently continues to prosecute such appeal, no termination shall occur until the earlier of (i) the date which is twelve (12) months after the date of the Board's rejection or denial, subject to extension with the consent of the City (not unreasonably withheld) for up to an additional six (6) months, or (ii) the rejection or denial is finally upheld or affirmed without any further right of appeal during such twelve (12) month period, as it may be so extended;

(c) There is no Finding of Preliminary Suitability of Developer within twelve (12) months (as such date may be extended by the City in its sole discretion) after Developer's submission of its Application as provided in the Act; or

(d) Developer's License (i) is revoked by a final, non-appealable order; (ii) expires and is not renewed by the Board and Developer has exhausted any rights it may have to appeal such expiration or non-renewal; or (iii) imposes conditions which are not satisfied within the time periods specified therein, subject to any cure periods or extension rights.

These termination events are in addition to any other rights the City or Developer may have to terminate this Agreement whether specified herein or otherwise available to the City under law.

7.4 Liquidated Damages.

(a) In the event that Operations Commencement (Temporary Project) does not occur on or before the Operations Commencement Date (subject to the extension thereof by any Force Majeure Periods pursuant to Section 3.3(e)), Developer will pay the City an amount, calculated on a daily basis, equal to the product of (i) eighty-five percent (85%) of the Projected Per-Diem Amount (Temporary) multiplied by (ii) the number of days in the period commencing on the Operations Commencement Date through and until Operations Commencement (Temporary Project).

(b) In the event that at least seventy-five percent (75%) of the Gaming Area of the Permanent Project is not open to the general public for Casino Gaming Operations in accordance with Governmental Requirements on or before the Operations Commencement Date (subject to the extension thereof by any Force Majeure Periods pursuant to Section 3.3(e)), Developer will pay the City an amount, calculated on a daily basis, equal to the excess of (i) the product of (A) eighty-five percent (85%) of the Projected Per-Diem Amount (Permanent) multiplied by (B) the number of days in the period commencing on the Operations Commencement Date through and

until (x) Operations Commencement (Permanent Project) or, (y) if earlier, the date when seventy-five percent (75%) of the Gaming Area of the Permanent Project is open to the general public for Gaming in accordance with Governmental Requirements and fees begin to accrue under Section 7.4(c) minus (ii) the actual Local Tax Revenues received for such period; *provided*, that no such payment shall be payable for any day earlier than the day which is one (1) day after the third anniversary of Operations Commencement (Temporary Project).

(c) If, on and after the Operations Commencement Date (subject to the extension thereof by any Force Majeure Periods pursuant to Section 3.3(e)), seventy-five percent (75%) of the Gaming Area of the Permanent Project shall be open to the general public for Casino Gaming Operations in accordance with Governmental Requirements but the Permanent Project nevertheless has not achieved Operations Commencement (Permanent Project), Developer will pay the City an amount, calculated on a daily basis, equal to the product of (i) ten percent (10%) of the Projected Per-Diem Amount (Permanent) multiplied by (ii) the number of days in the period commencing on the Operations Commencement Date through and until Operations Commencement (Permanent Project); *provided*, that no such payment shall be payable for any day earlier than the day which is one (1) day after the third anniversary of Operations Commencement (Temporary Project).

(d) In the event that the Permanent Project does not achieve Final Completion (Permanent Project) on or before the Final Completion Date (subject to the extension thereof by any Force Majeure Periods pursuant to Section 3.3(e)), Developer will pay an amount, calculated on a daily basis, equal to the product of (i) ten percent (10%) of the Projected Per-Diem Amount (Permanent) multiplied by (ii) the number of days in the period commencing on the Final Completion Date through and until Final Completion (Permanent Project).

(e) The City and Developer covenant and agree that, because of the difficulty or impossibility of determining the City's damages from delayed performance of Developer's covenants under Section 3.3, the percentages of the Projected Per-Diem Amount (Temporary) and the Projected Per-Diem Amount (Permanent) which would be payable under this Section 7.4 are a reasonable forecast the City's direct damages of such delay under the circumstances in which they would become payable in accordance with this Agreement and not penalties. The City's election to receive liquidated damages pursuant to this Section 7.4 for such direct damages of the City caused by the delayed performance of Developer's covenants under Section 3.3 is not intended to and shall not derogate from the City's right to seek the specific performance or other equitable relief with respect to Developer's covenants in Sections 3.1, 3.2 and 3.3(e).

(f) The payment obligations of Developer under subsections (a), (b), (c) and (d) of this Section 7.4 shall accrue as provided herein, but the obligations accrued thereunder shall become payable only when the City delivers written notice to Developer of the City's election to receive liquidated damages pursuant to this Section 7.4. After the City gives notice, Developer's payment obligations under this Section 7.4 for accrued amounts (if any) shall be immediately due and payable, and Developer's payment obligations accruing from and after the date of such notice shall be due periodically on such schedule as the City and Developer agree, but not less often than weekly, until the violations or failures to perform giving rise to such obligations have been fully cured. All amounts payable under this Section 7.4 shall bear interest at the Default Rate from the due date until paid.

8. Transfer of Ownership Interests.

8.1 Transfer of Ownership Interests.

(a) Developer acknowledges and agrees that the obligations that Developer is to perform under this Agreement for the City's benefit are personal in nature. The City is relying upon each Restricted Party in the exercise of their respective skill, judgment, reputation and discretion with respect to the Project. Any Transfer by a Restricted Party of any Direct Or Indirect Interest in any Restricted Party shall be subject to the rules and restrictions set forth in the respective Transfer Restriction Agreement, which Developer shall cause each Restricted Party, as requested by the City, to execute and deliver to the City, as part of the Closing Deliveries.

(b) Any transferee of a Restricted Party shall hold its interests subject to the restrictions of such Transfer Restriction Agreement.

(c) Developer shall notify the City as promptly as practicable upon Developer becoming aware of any Transfer in violation of this Section 8.1.

9. Insurance.

9.1 Maintain Insurance.

Developer shall maintain in full force and effect the types and amounts of insurance as set forth on Exhibit I.

9.2 Form of Insurance and Insurers.

Whenever, under the terms of this Agreement, Developer is required to maintain insurance, the City shall be named as an additional insured in all such insurance policies to the extent of its insurable interest. All policies of insurance provided for in this Agreement shall be effected under valid and enforceable policies, in commercially reasonable form issued by responsible insurers which are authorized to transact business in the State, having a financial strength rating by A.M. Best Company, Inc. of not less than "A-" or its equivalent from another recognized rating agency. Thereafter, as promptly as practicable prior to the expiration of each such policy, Developer shall deliver to the City an Accord certificate, together with proof reasonably satisfactory to the City that the full premiums have been paid or provided for at least the renewal term of such policies and as promptly as practicable, a copy of each renewal policy.

9.3 Insurance Notice.

Each such policy of insurance to be provided hereunder shall contain, to the extent obtainable on a commercially reasonable basis, an agreement by the insurer that such policy shall not be canceled or modified without at least thirty (30) days prior written notice by registered mail, return receipt requested, to the City.

9.4 Keep in Good Standing.

Developer shall observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with respect to the Project and Developer shall so perform and satisfy the requirements of the companies writing such policies.

9.5 Blanket Policies.

Any insurance provided for in this Article 9 may be provided by blanket or umbrella policies issued to Developer covering the Project and other properties owned or leased by Developer; provided, however, that the amount of the total insurance allocated to the Project shall be such as to furnish in protection the equivalent of separate policies in the amounts herein required without possibility of reduction or coinsurance by reason of, or damage to, any other premises covered therein, and provided further that in all other respects, any such policy or policies shall comply with the other specific insurance provisions set forth herein and Developer shall make such policy or policies or a copy thereof available for review by the City.

10. Damage and Destruction.**10.1 Damage or Destruction.**

In the event of damage to or destruction of improvements at the Project or any part thereof by fire, casualty or otherwise, Developer, at its sole expense, shall promptly repair, restore, replace and rebuild, or demolish and rebuild (collectively, "**Restore**") the improvements, as nearly as possible to the same condition that existed prior to such damage or destruction using materials of an equal or superior quality to those existing in the improvements prior to such casualty. All work required to be performed in connection with such restoration and repair is hereinafter called the "**Restoration**." Developer shall obtain any required temporary certificate of occupancy as soon as practicable after the completion of such Restoration. If neither Developer nor any Mortgagee shall commence the Restoration of the improvements or the portion thereof damaged or destroyed promptly following such damage or destruction and adjustment of its insurance proceeds, or, having so commenced such Restoration, shall fail to proceed to complete the same with reasonable diligence in accordance with the terms of this Agreement, the City may, but shall have no obligation to, complete such Restoration at Developer's expense, upon thirty (30) calendar days' notice to Developer without Developer having commenced Restoration. Upon the City's election to so complete the Restoration and the expiration of the required notice to Developer, Developer immediately shall permit the City to utilize all insurance proceeds which shall have been received by Developer, minus those amounts, if any, which Developer shall have applied to the Restoration, and if such sums are insufficient to complete the Restoration, Developer, on demand, shall pay the deficiency to the City. Each Restoration shall be done subject to the provisions of this Agreement.

10.2 Use of Insurance Proceeds.

(a) Subject to the conditions set forth below, all proceeds of casualty insurance on the improvements shall be made available to pay for the cost of Restoration if any part of the improvements are damaged or destroyed in whole or in part by fire or other casualty.

(b) Promptly following any damage or destruction to the improvements by fire, casualty or otherwise, Developer shall:

- (i) give written notice of such damage or destruction to the City and each Mortgagee; and
- (ii) deliver a written notice of Developer's intent to complete the Restoration in a reasonable amount of time plus periods of time as performance by Developer is prevented by Force Majeure events (other than financial inability) after occurrence of the fire or casualty.

(c) Developer agrees to provide monthly written updates to the City summarizing the progress of any Restoration, including but not limited to, anticipated dates for the opening of the damaged areas to the public, to the extent applicable.

(d) Developer shall have no notification requirements to the City for any Restoration having a value less than Ten Million Dollars (\$10,000,000) in the aggregate.

10.3 No Termination.

No destruction of or damage to the Project, or any portion thereof or property therein by fire, flood or other casualty, whether such damage or destruction be partial or total, shall permit Developer to terminate this Agreement or relieve Developer from its obligations hereunder.

10.4 Condemnation.

If a Major Condemnation occurs, this Agreement shall terminate, and no Party shall have any claims, rights, obligations, or liabilities towards any other Party arising after termination, other than as provided for herein. If a Minor Condemnation occurs or the use or occupancy of the Project or any part thereof is temporarily requisitioned by a civil or military governmental authority for not more than thirty (30) days, then (a) this Agreement shall continue in full force and effect; (b) Developer shall promptly perform all Restoration required in order to repair any physical damage to the Project caused by the Condemnation, and to restore the Project, to the extent reasonably practicable, to its condition immediately before the Condemnation. If a Minor Condemnation occurs, any Proceeds in excess of Ten Million Dollars (\$10,000,000) will be and are hereby, to the extent permitted by applicable law and agreed to by the condemnor, assigned to and shall be withdrawn and paid into an escrow account to be created by an escrow agent (the "**Escrow Agent**") selected by (i) the Mortgagee if the Project is encumbered by a Mortgage (or if the Project is encumbered by multiple mortgages, the Mortgagee with the highest priority lien on the Project); or (ii) Developer and the City in the event there is no first Mortgagee, within ten (10) days of when the Proceeds are to be made available. If Developer or the City for whatever reason cannot or will not participate in the selection of the Escrow Agent, then the other party shall select the Escrow Agent, which shall be a bank with an office in the City of Chicago that takes deposits having a capital surplus in excess of One Hundred Million Dollars (\$100,000,000). Nothing herein shall prohibit the Mortgagee (or if the Project is encumbered by multiple mortgages, the Mortgagee with the highest priority lien on the Project) from acting as the Escrow Agent. This transfer of the Proceeds, to the extent permitted by applicable law and agreed to by the condemnor, shall be self-operative and shall occur automatically upon the availability of the Proceeds from the

Condemnation and such Proceeds shall be payable into the escrow account on the naming of the Escrow Agent to be applied as provided in this Section 10.4. If the City or Developer are unable to agree on the selection of an Escrow Agent, either the City or Developer may apply to the Circuit Court of Cook County for the appointment of a bank with an office in the City of Chicago that takes deposits having a capital surplus in excess of One Hundred Million Dollars (\$100,000,000) as the Escrow Agent. The Escrow Agent shall deposit the Proceeds in an interest-bearing escrow account and any after tax interest earned thereon shall be added to the Proceeds. The Escrow Agent shall disburse funds from the Escrow Account to pay the cost of the Restoration in accordance with the procedure described in Section 10.2(b), (c) and (d). If the cost of the Restoration exceeds the total amount of the Proceeds, Developer shall be responsible for paying the excess cost. If the Proceeds exceed the cost of the Restoration, the Escrow Agent shall distribute the excess Proceeds, subject to the rights of the Mortgagees, first to the City to pay any amounts then due the City under this Agreement and then to Developer. Nothing contained in this Section 10.4 shall impair or abrogate any rights of Developer against the condemning authority in connection with any Condemnation. All fees and expenses of the Escrow Agent shall be paid by Developer.

11. Indemnification.

11.1 Indemnification by Developer.

(a) Developer shall defend, indemnify and hold harmless the City and each of its officers, agents, employees, contractors, subcontractors, attorneys, consultants, and members of the City's casino evaluation and selection teams (collectively the "Indemnitees" and individually an "Indemnitee") from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties and causes of action (including reasonable fees and expenses for attorneys, paralegals, expert witnesses, environmental consultants and other consultants at the prevailing market rate for such services) whether based upon negligence, strict liability, statutory liability, absolute liability, product liability, common law, misrepresentation, contract, implied or express warranty or any other principle of law, and whether or not arising from third party claims, that are imposed upon, incurred by or asserted against Indemnitees or which Indemnitees may suffer or be required to pay and which arise out of or relate in any manner including but not limited to any of the following: (1) Developer's (the terms "Developer" or "Developer's" including for purposes of clauses (1) through (15) of this Section 11.1(a), the Casino Manager or Casino Manager's) development, construction, ownership, possession, use, condition, occupancy or abandonment of the Project or any part thereof; (2) Developer's operation or management of the Project or any part thereof; (3) the performance of any labor or services or the furnishing of any material for or at the Project or any part thereof by or on behalf of Developer or enforcement of any liens with respect thereto; (4) any personal injury, death or property damage suffered or alleged to have been suffered by Developer (including Developer's employees, agents or servants), or any third person as a result of any action or inaction of Developer; (5) any work or things whatsoever done in, or at the Project or any portion thereof, or off-site pursuant to the terms of this Agreement by or on behalf of Developer; (6) the condition of any building, facilities or improvements at the Project or any non-public street, curb or sidewalk at the Project, or any vaults, tunnels, malls, passageways or space therein; (7) any breach or default on the part of Developer for the payment, performance or observance of any of its obligations under all agreements entered into by Developer or any of its Affiliates relating to the performance of services or supplying of materials to the Project or any

part thereof; (8) any act, omission or negligence of any tenant, or any of their respective agents, contractors, servants, employees, licensees or other tenants at the Project; (9) any failure of Developer to comply with all Governmental Requirements; (10) any breach of any warranty or the inaccuracy of any representation made by Developer contained or referred to in this Agreement or in any certificate or other writing delivered by or on behalf of Developer pursuant to the terms of this Agreement; (11) the environmental condition of the Project Site (including the presence of any hazardous or regulated substance in, on, under or adjacent to such property); (12) the release of any hazardous or regulated substance to the environment arising or resulting from any work or things whatsoever done in or at the Project or any portion thereof, or in or at off-site improvements or facilities used or constructed in connection with the Project pursuant to the terms of this Agreement by or on behalf of Developer; (13) the operation or use of the Project, whether or not intended, in violation of any law addressing the protection of the environment or the protection of public health; (14) any breach or failure by Developer to perform any of its covenants or obligations under this Agreement; and (15) any legal challenge brought by any community group, citizens group, or any Person relating in any way to the effectiveness of this Agreement, the process by which this Agreement was entered into or approved and the selection of Developer to negotiate this Agreement, the Request for Proposal, the Certification process, the zoning ordinance amendments necessary to develop and operate the Project, the authority of the City to enter into this Agreement, the compliance of this Agreement with the provisions of the Act, the Sports Wagering Act, or any other Government Requirement, or the implementation or enforcement of any provision of this Agreement.

(b) In case any action or proceeding shall be brought against any Indemnatee based upon any claim in respect of which Developer has agreed to indemnify any Indemnatee, Developer will upon notice from Indemnatee defend such action or proceeding on behalf of any Indemnatee at Developer's sole cost and expense and will keep Indemnatee fully informed of all developments and proceedings in connection therewith and will furnish Indemnatee with copies of all papers served or filed therein, irrespective of by whom served or filed. In such a case, Developer shall defend such action with legal counsel it selects provided that such legal counsel is reasonably satisfactory to Indemnatee. Such legal counsel shall not be deemed reasonably satisfactory to Indemnatee if legal counsel has: (i) a legally cognizable conflict of interest with respect to the City; (ii) within the five (5) years immediately preceding such selection performed legal work for the City which in its respective reasonable judgment was inadequate; or (iii) frequently represented parties opposing the City in prior litigation. Each Indemnatee shall have the right, but not the obligation, at its own cost, to be represented in any such action by legal counsel of its own choosing.

(c) Notwithstanding anything to the contrary contained in Section 11.1(a), Developer shall not indemnify and shall have no responsibility to any Indemnatee for any matter to the extent directly caused by the gross negligence or willful misconduct of such Indemnatee.

12. Force Majeure.

12.1 Definition of Force Majeure.

An event of “**Force Majeure**” shall mean the following events or circumstances if, but only if, such event or circumstances delays performance beyond the reasonable control of Developer, or its agents and contractors, of their duties and obligations under this Agreement and such delay could not have been avoided or shortened by commercially reasonable efforts to foresee, mitigate or cure such disruption by Developer and its agents and contractors:

(a) Acts of God, tornadoes, hurricanes, floods or other abnormal and highly inclement weather, sinkholes, fires and other casualties, landslides or earthquakes;

(b) Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrections, riots, civil disturbances, or national or international calamities;

(c) Rioting, looting, arson and like violent or destructive acts of civil commotion of a scale which is materially adversely impactful on the City and its businesses, taken as a whole;

(d) Actual or threatened health emergencies (including, without limitation, epidemic, pandemic, Covid-19, famine, diseases, plague, quarantine, and other health risks);

(e) Concealed and unknown conditions of an unusual nature that are encountered below ground or in an existing structure, but only to the extent that such conditions could not have been discovered by Developer’s exercise of reasonable diligence;

(f) Any temporary restraining order, preliminary injunction or permanent injunction, or mandamus or similar order, or any litigation or administrative delay which prevents or materially impedes the ability of Developer to complete the Project or perform any obligations of Developer under this Agreement, unless based in whole or in part on the actions or failure to act of Developer;

(g) The failure by, or unreasonable delay of, the City or State or other Governmental Authority to issue any permits or Approvals necessary for Developer to develop, construct, open or operate the Project unless such failure or delay is based materially in whole or in part on the actions or failure to act of Developer or its Affiliates, agents, representatives or contractors;

(h) The enactment after the date hereof of any City, State, or Federal ordinance that has the effect of unreasonably delaying Developer’s obligations under this Agreement; or

(i) A breach by the City of its covenants in Section 3.1(c) of this Agreement related to the review and approval of Concept Design Documents and construction documents, to the extent that such breach that results in an actual delay of Developer’s performance of its obligations under Section 3.3(a) and Section 3.3(b) relative to the timeline for such performance (including the timeline for amending the PD) had the City not so breached its covenants in Section 3.1(c).

12.2 Notice.

Developer shall, within thirty (30) days, notify the City in writing of the occurrence of an event of Force Majeure of which it has knowledge, describe in reasonable detail the nature of the event and provide a good faith estimate of the duration of any delay expected in Developer's performance obligations. During the Force Majeure Period, Developer shall keep the City reasonably apprised orally or, at the City's request, in writing of the status of the Force Majeure and of Developer's efforts to prevent and remedy delays in Developer's performance resulting from the Force Majeure. Developer will furnish the City with such additional information orally or, at the City's request, in writing regarding the event of Force Majeure and the anticipated and actual delay resulting therefrom as City may reasonably request.

12.3 Delay of Performance.

Notwithstanding any other provision of this Agreement to the contrary, Developer shall be entitled to an adjustment in the time of any duty or obligation of Developer under this Agreement for Force Majeure events but only for the Force Majeure Period and only to the extent that Developer has taken commercially reasonable steps to mitigate the effects of the Force Majeure event and only if such occurrences actually delay the performance of such duty or obligation.

13. Miscellaneous.**13.1 Notices.**

Notices shall be given as follows:

Any notice, demand, update or other communication which any Party may desire or may be required to give to any other Party shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) U.S. mail (but excluding electronic mail, i.e., "e-mail") addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to the City: Mayor
City of Chicago
121 N. LaSalle Street, 5th Floor
Chicago, Illinois 60602

with copies to: Office of the Chief Financial Officer
City of Chicago
121 N. LaSalle Street, Room 700
Chicago, Illinois 60602
and

Corporation Counsel
City of Chicago
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602

and

Cezar M. Froelich, Esq.
Kimberly M. Copp, Esq.
Taft Stettinius & Hollister LLP
111 E. Wacker Drive, Suite 2800
Chicago, Illinois 60601

If to Developer: Bally's Chicago Operating Company, LLC
c/o Bally's Corporation
Attn: Craig Eaton, Executive Vice President
100 Westminster Street
Providence, RI 02903

with copies to: Jonathan Mechanic, Esq.
Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004

Any such notice, demand or communication shall be deemed delivered and effective upon actual delivery. Additionally, if notice is required to be delivered to a Mortgagee pursuant to Section 4.9(e), then it shall be delivered to Mortgagee at the address provided in the mortgage.

13.2 Non-Action or Failure to Observe Provisions of this Agreement; Waiver

The failure of the City or Developer to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto, or any other agreement contemplated hereby, shall not be deemed a waiver of any right or remedy that the City or Developer may have, and shall not be deemed a waiver of a subsequent Default or nonperformance of such term, covenant, condition or provision, it being understood that a waiver by a Party shall be made only by a writing signed by such Party.

13.3 Applicable Law and Construction.

The laws of the State shall govern the validity, performance and enforcement of this Agreement. This Agreement has been negotiated by the City and Developer, and the Agreement, including the exhibits and schedules attached hereto, shall not be deemed to have been negotiated and prepared by the City or Developer, but by each of them.

13.4 Submission to Jurisdiction; Service of Process.

(a) It is the express intention of the Parties that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement shall be the

Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois (the "Court").

(b) If at any time during the Term, Developer is not a resident of the State or has no officer, director, employee, or agent thereof available for service of process as a resident of the State, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the State, Developer or its assignee hereby designates the Secretary of the State, as its agent for the service of process in any court action between it and the City or arising out of or relating to this Agreement and such service shall be made as provided by the laws of the State for service upon a non-resident.

13.5 Complete Agreement.

This Agreement, and all the documents and agreements described or referred to herein, including the exhibits and schedules attached hereto, constitute the full and complete agreement between the Parties with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations and statements whether written or oral by each of the Parties.

13.6 Holidays.

It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a day other than a Business Day, it shall be postponed to the next following Business Day.

13.7 Exhibits.

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement.

13.8 No Joint Venture.

The City on the one hand and Developer on the other, agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the City and Developer as joint venturers or partners.

13.9 Unlawful Provisions Deemed Stricken.

If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder. In the event any provision of this Agreement is capable of more than one interpretation, one which would render the provision invalid and one which would render the provision valid, the provision shall be interpreted so as to render it valid.

13.10 No Liability for Approvals and Inspections.

No approval to be made by the City under this Agreement or any inspection of the Work by the City shall render the City liable for failure to discover any defects or non-conformance with this Agreement, or a violation of or noncompliance with any federal, State or local statute, regulation, ordinance or code.

13.11 Time of the Essence.

All times, wherever specified herein for the performance by Developer and City of their obligations hereunder, are of the essence of this Agreement.

13.12 Captions.

The captions of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

13.13 Amendments.

(a) This Agreement may only be modified or amended by a written instrument signed by the Parties.

(b) The Parties acknowledge that the Board may, subsequent to the date of this Agreement, promulgate regulations under or issue interpretations of or policies or evaluation criteria concerning the Act which regulations, interpretations, policies or criteria may conflict with, or may not have been contemplated by, the express terms of this Agreement. In addition, the Parties acknowledge that environmental permits and approvals may necessitate changes to this Agreement. In such event, the Parties agree to negotiate in good faith any amendment to this Agreement necessary to comply with the foregoing two sentences, whether such changes increase or decrease either of the Parties' respective rights or obligations hereunder.

13.14 Compliance.

Any provision that permits or requires a Party to take action shall be deemed to permit or require, as the case may be, the Party to cause the action to be taken.

13.15 Table of Contents.

The table of contents is for the purpose of convenience only and is not to be deemed or construed in any way as part of this Agreement or as supplemental thereto or amendatory thereof.

13.16 Number and Gender; Inclusive Or.

All terms used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any gender as the context may require. The term "or" should be read as inclusive.

13.17 Third-Party Beneficiary.

Except as expressly provided in the Releases, Sections 4.5 (payment of Development Process Cost Fees), and 11 (Indemnification), there shall be no third-party beneficiaries with respect to this Agreement.

13.18 Cost of Investigation.

If as a result of the Agreement, the City, the City Council, or any employee, agent, or representative of the City is required to be licensed or approved by the Board, the reasonable costs of such licensing, approval or investigation shall be paid by Developer within five (5) Business Days following receipt of a written request from the City.

13.19 Further Assurances.

The City and Developer will cooperate and work together in good faith to the extent reasonably necessary and commercially reasonable to accomplish the mutual intent of the Parties that the Project be successfully completed as expeditiously as is reasonably possible.

13.20 Estoppel Certificates.

The City shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice from any lender of Developer, execute and deliver to any lender of Developer an estoppel certificate in the form attached hereto as Exhibit J.

13.21 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original document and together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the date first set forth above at Chicago, Illinois.

CITY:

CITY OF CHICAGO, ILLINOIS,
a municipal corporation

By: _____
Name: Lori E. Lightfoot
Title: Mayor

Attest:

Name: Anna M. Valencia
Title: City Clerk

DEVELOPER:

BALLY'S CHICAGO OPERATING COMPANY, LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

[Exhibit "A-5" referred to in this Host Community Agreement with Bally's Chicago Operating Company LLC reserved at time of printing.]

[Exhibit "D" referred to in this Host Community Agreement with Bally's Chicago Operating Company LLC printed on pages 48140 through 48157 of this *Journal*.]

Exhibits "A-1", "A-2", "A-3", "A-4", "A-6", "A-7", "A-8", "A-9", "B-1", "B-2", "C-1", "C-2", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O" and "P" referred to in this Host Community Agreement with Bally's Chicago Operating Company LLC read as follows:

Exhibit "A-1".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Project Incentives.

1.1 One-Time Payment.

(a) In addition to all other amounts due to the City, Developer shall pay to the City a host community one-time impact fee equal to \$40,000,000 (the "**One-Time Payment**") on or before the fifth (5th) Business Day following the execution of this Agreement by Developer and the City.

1.2 Ongoing Payments.

(a) Beginning on the date of Operations Commencement (Temporary Project) and on each calendar anniversary thereof:

(i) Developer shall pay the City an annual fixed host community direct impact fee of \$2,000,000 (the "**Direct Impact Fee**"); and

(ii) Developer shall pay the City an annual fixed host community indirect impact fee of \$2,000,000 (the "**Indirect Impact Fee**").

Exhibit "A-2".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

*Goals For Contracting With City-based Businesses, Hiring, Construction
Work Hours, And Sourcing Of Goods And Services.*

1. **Definitions.**

For purposes of Exhibit A-2, the terms defined herein below shall have the following meanings:

"Business Enterprise owned or operated by People with Disabilities" or "**BEPD**" means a business certified as a BEPD pursuant to MCC 2-92-586, "Contracts – Business enterprises owned or operated by people with disabilities," as it may be amended from time to time.

"Certified Firm" means, generically, a BEPD, MBE, VBE, or WBE.

“Chief Financial Officer” means the Chief Financial Officer of the City as defined by MCC 1-4-090, or a designee thereof.

“Gaming Equipment and Related Services” means Slot Machines, or the apparatuses used for Table Games, as defined by 230 ILCS 10/4, as it may be amended from time to time, and in each case equipment directly relating thereto, and assembly, maintenance, and repair services related directly thereto which may only be provided by persons or entities holding a Supplier’s License issued by the Illinois Gaming Board pursuant to 86 Ill. Adm. Code 3000.200, “Classification of Licenses” as it may be amended from time to time.

“Good Faith Effort” means a Good Faith Effort as defined by MCC 2-92-670(k), “Definitions: Good-Faith Efforts,” as it may be amended from time to time. A non-exclusive list of possible Developer actions that would be considered in evaluating Developer’s Good Faith Efforts (substituting Certified Firms for references to DBEs, and Developer for Bidder) are those found in 49 CFR Part 26 Appendix A, “Guidance Concerning Good Faith Efforts,” under section IV.

“Minority-Owned Business” means a business certified as a Minority-Owned Business Enterprise pursuant to MCC Chapter 2-92 Article VI, or a business certified as a Minority-Owned Business pursuant to MCC Chapter 2-92 Article IV, as they may be amended from time to time.

“Socio-Economically Disadvantaged Area” or **“SEDA”** means an area of the City that has been designated as socio-economically disadvantaged by the Commissioner of Planning and Development under authority currently codified under MCC 2-92-390, or as otherwise designated by the City.

“Veteran-Owned Business Enterprise” or **“VBE”** means a business certified as a Veteran-Owned Business Enterprise pursuant to MCC 2-92-930 as it may be amended from time to time.

“Woman-Owned Business” or **“WBE”** means a business certified as a Woman-Owned Business Enterprise pursuant to MCC Chapter 2-92 Article VI, or a business certified as a Woman-Owned Business pursuant to MCC Chapter 2-92 Article IV, as they may be amended from time to time.

2. Construction of Project

Developer will contractually obligate and use reasonable efforts to cause the general contractor and architect/engineer and each subcontractor involved in design and construction work for the Project to abide by the MBE and WBE contracting goals and City resident and SEDA resident goals set forth in this Section 2.

a. Contracting Goals.

For all design and construction work associated with the Project, Developer will use reasonable efforts to cause at least 36% of the work to be performed by MBE firms and at least 10% of the work to be performed by WBE firms. These goals should be met individually for the Temporary Project and the Permanent Project, and for the expansion of the hotel to five-hundred rooms when it occurs.

b. Construction Workforce Work Hours.

For all construction work associated with the Project, Developer will use reasonable efforts to cause at least 50% of the work hours to be performed by actual residents of the City and at least 15.5% of the work hours to be performed by actual residents of Socio-Economically Disadvantaged Areas of the City. These requirements will be implemented consistently with those of MCC 2-92-330, except that the SEDA goal replaces the 7.5% Project Area Goal currently codified in that section.

c. Participation Schedules and Compliance Reports.

No later than the submittal of the final concept design drawings for the Temporary Project, and for the Permanent Project, Developer must submit a preliminary "Projected Utilization Schedule" identifying the MBE and WBE firms that have been engaged to design each facility, and to what extent and when in the design process they will be utilized.

Prior to beginning construction of each the Temporary Project, of the Permanent Project, and of the expansion of the hotel, Developer must submit a "Projected Utilization Schedule," and a "Workforce Compliance Plan" in a form acceptable to the City and must meet with City monitoring staff to demonstrate understanding of the goals and reporting requirements. The Projected Utilization Schedule must show when and to what extent in the schedule for design and construction MBE and WBE firms are expected to be utilized, and to the extent practicable, identifying the specific MBE and WBE firms that will be engaged to perform the work. The "Workforce Compliance Plan" must show how Developer intends to comply with its City and SEDA resident obligations throughout the construction of the applicable facility.

Throughout construction of the Project, Developer must deliver to the City quarterly written progress reports detailing compliance with these requirements, as well as participation by local businesses as described in Section 7 below, and any other metric related to contracting equity and inclusion or economic impact as the City may reasonably request. With respect to MBE and WBE utilization, the reports must compare the Projected Utilization Schedule with actual utilization. City may require submission of reports through electronic means compatible with its contract monitoring systems.

Developer's quarterly reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Developer or its contractors to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining Developer's compliance with its commitments. Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of all construction of the Project, including the hotel expansion. The City's monitoring staff shall, upon providing Developer at least ten (10) Business Days' notice, be provided access to records of Developer reasonably requested by such staff to allow the City to review Developer's compliance with its commitments to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction work on the project.

Quarterly reports may also include, as directed by City monitoring staff: (i) subcontractor's activity report; (ii) MBE/WBE utilization report by month; (iii) payroll showing worker hours and residency; (iv) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (v) evidence of compliance with job creation/job retention requirements.

If any such reports prior to 100% completion of the Temporary Project, Permanent Project or hotel expansion indicate a shortfall in compliance or discrepancy of greater than 5% in the participation of MBEs or WBEs, or greater than 5% in the employment of City and SEDA residents, Developer must make Good Faith Effort to correct the shortfall and must deliver an explanation for the shortfall or discrepancy and provide a plan outlining, to the Chief Financial Officer's satisfaction, the manner in which Developer will endeavor to correct any shortfall or discrepancy ("**Recovery Plan**").

3. Sourcing of Goods and Services

a. Contracting Goals.

Except for the purchase of Gaming Equipment and Related Services, in the sourcing of goods and services through the life of the Agreement, including but not limited to maintenance, repair, and renovation of the facilities, any construction work after initial development of the Project (other than the hotel expansion), as well as all provisioning and consumables, and professional consulting services, Developer* commits to making a Good Faith Effort to spend, of overall

* All of the commitments in this Exhibit A-2 (except with respect to construction) as well as the commitments made in Exhibit A-3 would also be the responsibility of the Casino Manager, if any, so that any such Casino Manager would be required to enter into an undertaking with the City so comply in connection with the execution of any Casino Management Agreement.

annual spending each year, at least 26% with MBEs, at least 10% with WBEs, at least 2% with BEPDs, and at least 3% with VBEs.

Developer's Good Faith Efforts to achieve these goals must include, but will not be limited to:

- Eliminating disparities in the initial procurement process by issuing all contracts and bids in excess of \$10,000 as a competitive RFP, it being understood that a competitive RFP shall not be required in those limited situations in which the limited number of vendors or the time pressures make the use of an RFP impracticable.
- Listing all RFP vendor opportunities on Bally's Chicago website.
- Hosting an annual diversity vendor fair onsite.
- Joining or partnering with local business organizations such as the Illinois Black Chamber of Commerce, Illinois Hispanic Chamber of Commerce, Chicago Minority Supplier Development Council, Chicago Urban League, and the Chicago Business Leadership Council.
- Utilizing selection criteria that put a weighted emphasis on MBE, WBE, VBE, and BEPD certifications and Chicago-based vendors.
- Hiring a Diversity, Equity and Inclusion expert in sourcing, monitoring, compliance and contracting MBE, WBE, VBE, and BEPD vendors to leverage their network of vendors, suppliers and individuals seeking jobs to push notifications, recruit bidders, and support bidders in the process.

b. Utilization Schedules and Compliance Reports.

By such date as the Chief Financial Officer may direct, but no later than the opening of the Temporary Project, Developer must submit a Business Diversity Program in a form acceptable to the City outlining how Developer intends to comply with obligations under this Section 3, which must be updated prior to the opening of the Permanent Project and then annually. It should include a detailed buying plan, and Projected Utilization Schedule for the year which must show in which quarter of the upcoming year and to what extent Certified Firms are expected to be utilized, and to the extent practicable, identifying the specific Certified Firms that will be engaged to provide the applicable goods or services.

Additionally, throughout the life of this Agreement, Developer must submit quarterly reports, in a format acceptable to the City, regarding compliance with the goals of this Section 3 as well as participation by local businesses as set forth in Section 7 below, and any other metric related to contracting equity and inclusion or economic impact as the City may reasonably request. With respect to Certified Firm utilization, the quarterly reports must compare the Projected Utilization Schedule with actual utilization.

Developer's quarterly reports shall also include, inter alia, the name and business address of each Certified Firm solicited by to provide goods or services, and the responses received from such solicitation, the name and business address of each Certified Firm actually engaged, a description

of the work performed or products or services supplied, the date and amount of such work, product or service, the amount paid, and such other information as may assist the City's monitoring staff in determining Developer's compliance with its commitments. If requested by the Chief Financial Officer, Developer must identify all firms engaged to provide goods or services. Developer shall maintain records of all relevant data with respect to the utilization of Certified Firms in connection with the Project for at least five years after purchase of the applicable goods or completion of the applicable service. The City's monitoring staff shall, upon providing Developer at least ten (10) Business Days' notice, be provided access to records of Developer reasonably requested by such staff to allow the City to review Developer's compliance with its commitment to participation by Certified Firms and the status of any Certified Firm providing goods or services.

Quarterly reports must also include the amount of excluded expenses associated with the provision or maintenance of Gaming Equipment, and upon request of the Chief Financial Officer, the details of such transactions.

If any quarterly reports indicate a shortfall in participation by Certified Firms of greater than 7.5% of the applicable goal, Developer must provide an explanation for the shortfall and make Good Faith Efforts to correct the shortfall. However, if Developer does not reasonably believe that the shortfall will be corrected before the next quarterly report is due and so promptly informs the City, Developer should also provide a detailed Recovery Plan and proposed revised Projected Utilization Schedule, and if the shortfall is not corrected when the next quarterly report is due, a detailed Recovery Plan and revised Projected Utilization Schedule are required.

Developer must also submit an annual summary report no later than a date determined by the Chief Financial Officer containing information about the Developer's Business Diversity Program and its compliance with the goals and plans therein. Information to be provided will include information on expenditure of goods and services from Certified Firms during the prior calendar year, expressed in dollars and percentages, and for each year after the first year, information on progress or changes in the program since the prior year. The report should include information about the construction of the Project if construction of the Temporary Project, Permanent Project, or hotel expansion took place during the prior calendar year.

The City may require submission of reports through electronic means compatible with its contract and business diversity monitoring systems.

4. Counting Certified Firm Participation in Contracting.

Participation by Certified Firms in contracting will be counted following the applicable rules of the Department of Procurement Services for construction work or non-construction work as they may be amended from time to time. However, from time to time the City may establish alternate rules which will be utilized instead, or Developer may propose alternate rules acceptable to Chief Financial Officer.

However, Certified Firms that hold more than one certification may only be counted under one category to demonstrate compliance with the contracting goals set forth in Sections 2.a. and 3.a above. For example, a firm certified as both an MBE and a WBE may only be counted as an MBE or a WBE, but not as both. To be counted, Certified Firms must be performing a commercially useful function as described in 49 CFR 26.55(c)(2).

5. Requests for Reduction or Waiver of Goals

If Developer believes that it will not be possible to correct a shortfall in Certified Firm contract participation, City resident work hours, or SEDA resident work hours due to causes beyond Developer's reasonable control and despite Developer making Good Faith Efforts, it may request that the Chief Financial Officer grant a reduction or waiver of the applicable goal in accordance with the procedures and standards established by the City for goal reduction or waiver requests under the applicable section of MCC Chapter 2-92. The granting of such requests shall be in the sole discretion of the Chief Financial Officer. Requests for reduction or waiver of goals in contracting for goods and services will be granted only on an annual basis.

6. Remedies for Shortfalls.

Because the utilization of MBE, WBE, and other Certified Firms, and the employment of City residents and SEDA residents is essential to the economic vitality of the City, if (1) there is a shortfall in MBE, WBE contract participation or in City resident work hours or SEDA work hours at 100% completion of Temporary Project, at 100% completion of the Permanent Project or at 100% of the hotel expansion, or there is shortfall in Certified Firm participation in the supply of goods and services at the end of any calendar year, and (2) the Developer has not made a convincing showing that it made Good Faith Efforts to correct the shortfall in connection with the construction of the applicable facility or expansion or annual participation goal, then the City will have been harmed in a manner difficult to quantify. Therefore, the Parties agree that in the event of such a shortfall, the following liquidated damages represent a reasonable estimate of the City's damages, and are not a penalty, provided that no liquidated damages will be payable with respect to a shortfall in missing a goal in any calendar year to the extent that at least 92.5% of such goal is met:

- i. Shortfall in MBE or WBE participation, construction of Project: the amount of the shortfall, as a percentage of the sum of the final aggregate hard construction costs and architectural design and engineering costs for the Temporary Project, or for the Permanent Project, or for the hotel expansion, as applicable.
- ii. Shortfall in City resident or SEDA resident work hours: 1/20 of 1 percent (0.0005) of the sum of the final aggregate hard construction costs for the Temporary Project, or for the Permanent Project, or for the hotel expansion, as applicable per percent shortfall.

- iii. Shortfall in Certified Firm participation in the sourcing of goods and services: the amount of the shortfall, as a percentage of the annual overall spending for goods and services. With respect to a shortfall in meeting a goal of the type contemplated in this clause (iii) with respect to a calendar year, liquidated damages shall be payable (except as provided below) promptly two years after the end of such calendar years if Developer does not average at least 92.5% of such goal during the next two calendar years (the "Succeeding Years"). Notwithstanding the foregoing such liquidated damages shall be payable immediately if Developer did not meet at least 75% of such goal for such calendar year. Liquidated damages with respect to such goal with respect to either of the Succeeding Years shall be payable promptly after such Succeeding Year.

Any liquidated damages paid to the City under this Exhibit A-2 will be placed into a fund to be utilized for support of the City's contracting equity and workforce development programs, and related uses.

Additionally, to prevent future shortfalls and to help ensure continued compliance with the requirements of this Exhibit A-2 through the life of the Agreement, if there is a shortfall related to the construction of the Project, either in MBE/WBE participation or work hours, or continuing shortfalls in participation of Certified Firms in sourcing of goods and services, the City may require more stringent reporting requirements and engage in stricter oversight than set forth in this Exhibit A-2, which may include, but is not limited to, engagement of an integrity monitor or other experts or consultants at Developer's expense to assist the Chief Financial Officer in monitoring compliance with the contracting and workforce goals, and increasing the frequency and/or detail of reporting.

Furthermore, if there are significant or continuing shortfalls in participation of Certified Firms in construction of the Project or the sourcing of goods and services, or in the work hours of City or SEDA residents, the City may exercise a right of specific performance, an injunction, or any other appropriate equitable remedy, as may be applicable.

7. Local Businesses.

In all contracting related to the Project, both during construction and during operation of the Casino, Developer and Casino Manager must provide a reasonable preference for competitively priced firms, that are, to the extent required by applicable law, qualified by or registered with the Illinois Gaming Board, located or based within the City, and secondarily for firms located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois. These preferences should operate similarly to that set forth in MCC 2-92-412 "Contracts – Bid preference for city-based businesses," but Developer may establish alternate preference(s) acceptable to the City, that will serve to encourage local businesses.

8. Independent Venues

Throughout the Term, Developer will engage in good faith discussions with independent venues in the City for the purpose of coordinating the booking of live entertainment events at its Temporary and Permanent Facilities. Developer must report annually to the Chief Financial Officer on its compliance with this section.

9. Monitoring; Transparency

Developer shall at all times designate a management employee to monitor its compliance with the terms set forth in this Exhibit A-2 and in Exhibit A-3, which employee shall meet with the City as requested by the City from time to time to discuss the status of such compliance and any issues relating thereto. In support of the City's commitment to transparency, Developer must comply with City's reasonable requests for redacted versions of any reports to be submitted under this Exhibit that may contain confidential or proprietary business information, suitable for posting on the City website or other public information system of the City.

Exhibit "A-3".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Human Resource Hiring And Training.

From time to time, Developer may amend, modify and revise the policies and procedures provided in this Exhibit A-3 in accordance with good practices in the gaming industry based on operational needs of the business, regulatory requirements, and other commercially reasonable factors. Upon the City's request, Developer will promptly provide the City with copies of Developer's policies and procedures.

A. DEVELOPER'S NEW WORKFORCE COMMITMENTS**1. Definitions.**

For purposes of Exhibit A-3, the terms defined herein below shall have the following meanings:

"Minority" means an individual considered to be a minority pursuant to MCC 2-92-670(n), "Definitions: Minority," as it may be amended from time to time. This includes, but is not limited

to: African-Americans, Hispanics, Asian-Americans, and American Indians, as defined by that ordinance.

“Socio-Economically Disadvantaged Area” or **“SEDA”** means an area of the City that has been designated as socio-economically disadvantaged by the Commissioner of Planning and Development under authority currently codified under MCC 2-92-390, or as otherwise designated by the City.

“Veteran” means a person who has served in the United States armed forces and was discharged or separated under honorable conditions.

“Woman” means a person of the female gender, as defined by 20 ILCS 5130/10 of the “Illinois Council on Women and Girls Act.”

2. New Workforce Commitments.

a. Construction of Project.

The Developer will make commercially reasonable efforts so that the construction of the Project will result in the creation of jobs in the construction industry as follows:

- Temporary Project: Approximately 2,900 jobs in the construction industry.
- Permanent Project: Approximately 3,000 jobs in the construction industry.
- Construction of the Hotel Extension: Approximately 2,500 jobs in the construction industry.

Throughout the construction of the Temporary Project, Permanent Project, and Hotel Extension, the Developer must submit certified employment reports disclosing the number of jobs in the construction industry at the Project to the Chief Financial Officer as a part of the Developer’s submission of reports required by Exhibit A-2, in such form and detail as the City may require.

b. Operation of Casino.

The Developer will make commercially reasonable efforts so that the operation of the Project will result in employment as follows:

- Operations Commencement (Temporary Project): Approximately 550 operations jobs.
- Operations Commencement (Permanent Project): Approximately 3,000 operations jobs.

Throughout the term of the Agreement Developer will provide reports on employment at the Project in such detail and on such frequency as the City may reasonably request from time to time, but in no event more than four (4) time(s) per year.

3. Workforce Diversity Commitment.

Developer will take commercially reasonable efforts to maintain a target goal of hiring 60% Minorities for operation of the Casino, particularly those who are SEDA residents or residents of zip codes designated as economically disadvantaged, and will target Minorities, women, veterans, individuals with disabilities, individuals who are low-income, and individuals who are unemployed.

Within 180 days of execution of this Agreement, Developer and Casino Manager (if any) must provide a Workforce Development Plan to the Chief Financial Officer, which may be amended from time to time, showing how they intend to accomplish the foregoing goals and comply with the Construction Workforce provisions set forth in Exhibit A-2. Developer shall make commercially reasonable efforts to comply with the Workforce Development Plan, as amended.

Developer will make commercially reasonable efforts to: (1) provide training opportunities to City residents for various roles (e.g. table game dealers and food and beverage); (2) partner with workforce development organizations, which will include organizations such as Black Contractors Owners Executives, Black Men United, Black United Fund of Illinois, Business Leadership Council, City Colleges of Chicago, Chicago Minority Supplier Development Council, Chicago Urban League, Coalition of African American Leaders, HispanicPro, Illinois Restaurant Association, Illinois State Black Chamber of Commerce, Skills for Chicagoland's Future, Washington Heights Workforce Center, West Loop Community Organization, and Women Employed; and (3) host job fairs with the above organizations.

Additionally, Developer will offer advancement opportunities that must at minimum include an internship program, tuition reimbursement, a management development program, and a local college partnership. Developer will also make entry-level semi-skilled positions available to individuals facing barriers, and include on the job training and an evaluation period for employment.

Developer will also work with the City Colleges of Chicago to develop new hospitality programs, and expand existing construction and hospitality apprenticeship programs. Developer will establish, fund, and maintain human resources hiring and training practices.

4. Reporting

Throughout the life of this Agreement, Developer must submit quarterly reports, and an annual summary report, in a format acceptable to the Chief Financial Officer, regarding compliance with the goals of this Exhibit A-3, and any other metric related to workforce equity and inclusion as the City may reasonably request.

B. DEVELOPER'S HUMAN RESOURCE HIRING AND TRAINING PRACTICES

Bally's Corporation has a history of and is a firm believer in funding and maintaining human resource hiring practices that promote the development of a skilled and diverse workforce. As a company, we encourage and highly value access to internal promotion opportunities, as well as a robust workforce development plan that cover all levels within the organization, from interns to senior management.

1. Pillars of Excellence

- Awareness:
 - Provide training to hiring managers to understand diversity and inclusion best practices
- Recruitment and Hiring:
 - Develop effective strategies to recruit and attract a more diverse applicant pool for position vacancies
 - Develop promotional materials that are culturally sensitive and accessible to all target groups
- Inclusion:
 - Promote the development and advancement of underrepresented groups through professional development courses and training
 - Actively create a productive work environment that is free of harassment and bullying
 - Promote policies, practices, and procedures that are inclusive and sensitive to the various cultures within our organization

2. Local Hiring Program

Developer will create a local hiring program with the goal of providing employment opportunities that create alternative job pathways by way of on-the-job training. This program will provide an opportunity to those that face significant barriers to stable employment and further Developer's vision for identifying ways to attract, develop, and sustain an equitable workforce. The program will have two (2) pathways to success:

- Entry level semi-skilled positions – Focused on positions with which minimal educational or experience is required. Positions include, but are not limited to:
 - Administrative Assistant
 - Audit Clerk
 - Payroll Clerk
 - Office Coordinator
 - Front Desk Clerk

- Housekeeping/EVS Supervisors
 - Slot Attendants
 - Food & Beverage Supervisors
 - Food Server
 - Bartender
 - Cocktail Server
 - Retail Clerk
- Vocational Positions – Focused on entry-level operational position. Positions include, but are not limited to:
 - Environmental Services (EVS)
 - Groundskeeper
 - Room Attendant
 - Valet
 - General Maintenance
 - Warehouse/Receiving

Candidates will have an initial six-month, on-the-job training period (paid, benefits), followed by a six-month probationary period. Once the probationary period is successfully completed, the candidate is transitioned to regular employment status.

Recruiting efforts will be targeted to the following groups:

- Designated zip codes in surrounding neighborhoods – Outreach programs to focus on all ethnicities.
- Minorities – Workplace diversity boosts employee creativity, innovation, decision-making skills, and satisfaction, as well as bolsters Bally's ability to attract elite and diverse talent and promote market growth.
- Partnerships with various minority focused organizations and minority vendors will solidify this initiative.
- Women – Creating a gender-balanced workforce and placing women in leadership roles. Building gender equality and supporting women's rights, education and empowerment are critical to creating shared value and culture.
- Veterans – Partner with organizations for placement of veterans into the civilian workforce. Additionally, Bally's recognizes veterans annually to thank them for their service through appreciation days, luncheon programs and gift offerings.
- Individuals with disabilities – Partnership with organizations for placement of people with disabilities.
- Low-income – Outreach programs focused on low-income residents.
- Unemployed – Partnership with unemployment agencies for job placement.

Developer is committed to:

- Supporting all managers to foster an inclusive workplace.
- Training managers in unconscious bias.
- Enhancing mentoring and sponsorship programs to prepare high-potential women and people of color for senior executive positions.
- Hiring and promoting more women and people of color in senior executive positions.
- Reviewing results with senior leaders to promote gender and racial equity balance and ensure progress.
- Continuing our efforts to champion equal pay and eliminate conditions that create gender and racial equity pay gaps.

3. Internship Program

Bally's corporate internship policy provides direction to managers throughout the organization to enhance the experience our interns garner during their employment. The program has multiple purposes including:

- Providing practical hands-on work experience
- Providing exposure to the work environment, that includes basic skills and understanding
- Providing the opportunity to practice, improve, and evaluate skills, techniques, principles, theories, and knowledge gained through academic experiences
- Applying classroom knowledge to the professional world
- An opportunity to gain experiences in administration and management, organization and supervision, facility maintenance and operation, and observation experiences
- Making academic classes taken after the internship more meaningful
- An opportunity to identify and meet individual goals and objectives
- Increasing self-confidence
- Enabling the student to validate his or her career choice
- Motivating the student to greater achievement in the field, or to be the basis for a decision to make a career change

Bally's is committed to providing interns with a quality experience that involves meaningful activities and the opportunity to learn and gain practical work experience in their chosen field of study and work. Interns are provided with a clearly defined framework of participation and learning and is supervised by a suitable member of leadership, who monitors progress and provides feedback to ensure effective contribution.

Tuition Reimbursement Schedule		Assessment Criteria
Category 1	Employees who have completed the first 12 months of the program.	100%
Category 2	Employees who have completed the first 24 months of the program.	80%
Category 3	Employees who have completed the first 36 months of the program.	60%
Category 4	Employees who have completed the first 48 months of the program.	40%
Category 5	Employees who have completed the first 60 months of the program.	20%
Category 6	Employees who have completed the first 72 months of the program.	0%

5. Management Development Program

Bally's is currently in the process of revamping management development across the enterprise. Bally's is engaging with learning and development industry's top vendors to ensure that it is delivering content that meets its people where they are and delivering said content with measurable success. One example of a currently utilized management development program is 'Ambassadors Maximizing their Potential' (AMP) which consists of 12 course offerings, each focusing on practical skills and company management philosophies. This program is offered at Bally's Biloxi, Mississippi property and provides examples of the topics and skills Bally's feels are necessary for supervisory success. These classes were carefully developed and reviewed by the Bally's Corporation human resources department. Bally's covers the travel expenses for employees who apply and are selected for the program.

The instructors for these classes are chosen based on skills, experience and commitment to training. After successfully completing all 12 classes, participants receive a certificate of completion. The key to this program is executing on what the participant has learned and putting it into practice.

The following is an alphabetical list of classes found in the program:

- Business Etiquette
- Business Writing
- Coaching & Counseling
- Departmental Cost Control
- EEOC & Employment Discrimination
- Employee Engagement
- Executive Roundtable
- Guest Engagement

- How to Hire a Rock Star
- Legal Issues of HR
- Overview of HR: Jeopardy Style
- Train the Trainer

Business Etiquette

Course Description

The word “etiquette” gets a bad rap. The concept of etiquette is essential, especially now—and particularly in business. Social media platforms and digital communications tools have blurred the lines of appropriateness and we are all left wondering how to navigate uncharted social territory.

Course Objective

A business expert leads an interactive discussion on the following topics:

- First impressions
- Respect
- Meetings
- Workspace
- Dining
- Social media
- Attire/Appearance

Business Writing

Course Description

This course provides employees guidance when composing memorandums, reports, proposals, and other forms of writing used in organizations to communicate with internal or external audiences.

Course Objective

A professional instructor will discuss the following topics:

- Stating your purpose quickly and easily in documents and emails
- Separating details from actions
- Writing conversationally to engage your readers
- Updating your writing style for today’s business environment
- Understanding the rules of email etiquette
- Organizing information to help your readers
- Recognizing and eliminating unnecessary words, phrases and repetition

- Techniques for writing concretely
- Substituting heavy, confusing phrases with simple language
- How strong verbs improve writing
- Identify and avoid masked and passive verb

Coaching & Counseling

Course Description

Every employee can reach higher levels of performance, including your average and best performers. What they need is a manager who can coach: someone who can routinely observe, assess, and interact in ways that develop and maximize their individual effectiveness. This seminar raises manager potential and level of performance to get the most out of your team.

Course Objective

The Employee Relations Manager will discuss the following topics:

- Learning when to coach and when to counsel/discipline
- How to determine the level of discipline
- How to complete a Missed a Beat
- Communicating the message to the Rocker

Departmental Cost Control

Course Description

This course reviews controlling operating and payroll costs through effective planning, staffing, and scheduling.

Course Objective

A member of the finance management team will provide information and skills to successfully control operating expenses, including:

- Understanding departmental operating costs
- Learning scheduling terminology
- Strategies for effective staffing and scheduling
- Reading and interpreting staffing and financial reports

EEOC & Employment DiscriminationCourse Description

The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information. It is also illegal to discriminate against a person due to discrimination complaints, filed charges of discrimination, or participation in an employment discrimination investigation or lawsuit.

The laws apply to all types of work situations, including hiring, firing, promotions, harassment, training, wages, and benefits.

Course Objective

This class is provided by the Equal Employment Opportunity Commission (EEOC) and will cover topics such as:

- Title VII
- Harassment
- Discrimination
- Retaliation

Employee EngagementCourse Description

An "engaged employee" is one who is fully involved in, and enthusiastic about their work, and thus will act in a way that furthers the organization's culture and values. This class focuses on how to engage employees as a method of reducing turnover.

Course Objective

This course will involve a discussion on the following topics:

- How engagement affects business outcomes
- People are what sets an organization apart
- To be successful, companies must recruit, engage, and retain top talent

Executive RoundtableCourse Description

Approximately three-to-four executives are present to discuss anything participants would like. Participants are required to send two-to-three questions to the employee relations department five days prior to the course. These questions will then be addressed during the class.

Course Objective

After this roundtable discussion, participants will gain a better perspective of how and why executive decisions are made. Possible discussions may include:

- Global strategy of the business
- The daily tasks of an executive
- Professional advice of an executive
- Tips and tricks of the industry

Guest EngagementCourse Description

This course will be taught by the members of the hotel management team and will discuss the importance of guest service and recovery. They will also explain the various methods in place to measure guest satisfaction (i.e., Trip Advisor, Market Metrix, Guest Surveys, etc.).

Course Objective

After this class, participants will better understand:

- Why we care about the guests' experiences
- How we measure guest satisfaction
- What the guest wants
- Importance of staying in the moment
- Engaged guests spend more money

How to Hire a Rock StarCourse Description

An HR specialist will discuss the employment side of human resources, including the process of opening a position to placing the best rock star into that position.

Course Objective

This course will discuss the following topics:

- The characteristics of an ideal applicant
- How to use the prescreen results to hire a rock star
- Writing a good job description
- Asking legal interview questions
- New hire process from recruiting to induction

Legal Issues of HRCourse Description

The Director of Human Resources will lead participants in a discussion on important HR legal topics, such as HIPAA, at will, FMLA, PT vs FT, FLSA, and many more.

Course Objective

At the conclusion of this class, you will better understand:

- Benefits
- Healthcare Reform
- PTO/Bereavement Leave/Time Records
- HR Processes
- HR Law

Overview of HR: Jeopardy StyleCourse Description

This interactive class will review all areas of Human Resources from the basic legal policies to more complex case studies. Participants will play a game - Jeopardy style - and win fabulous prizes.

Course Objective

Participants will leave the class with a better understanding of the following topics:

- Policies & Procedures
- Departmental Situations
- HR Law

Train the TrainerCourse Description

This class will prepare Bally's Corporation Managers to facilitate effective new hire trainings, as well as ongoing training.

Course Objective

After this class, participants will understand:

- There are many different forms of training
- Adults learn differently than children
- Training is a vital component of a manager's role
- Some training is required by law on a regular basis

C. DEVELOPER'S WORKFORCE DEVELOPMENT PLAN

Bally's strength is recruiting, hiring and successfully managing a diverse workforce. Bally's recognizes the value that diversity offers, and it has been critical to our overall success. Across Bally's casino portfolio, ~45% of its employees are women. Women also make up ~40% of its leadership roles. Similarly, minorities are well represented in these categories by ~45% and ~25%, respectively. Bally's is very familiar working within an environment that is rich with diversity.

1. Chicago Commitment

Developer's goals with respect to hiring various women, minority and underrepresented groups are as follows:

- Women – 45%
- Minorities – 60%
- Veterans – 5%
- Disabled – 5%

Bally's plans to partner with well-respected workforce development non-profits and community-based organizations in Chicago, such as Skills for Chicagoland's Future, Women Employed, Washington Heights Workforce Center and Chicago Urban League (as well as others) to achieve the above stated employment goals.

2. Bally's Affirmative Action and Equal Employment Opportunity Commitment

Bally's has adopted a policy of affirmative action and equal employment opportunity that has continued in order to create an environment that fosters diversity and inclusion. This affirmative action plan has been developed to meet the requirements of Affirmative Action Programs, sex discrimination guidelines, and guidelines on discrimination because of religion or national origin. Bally's Human Resources department has overall responsibility for administering, monitoring and updating plans as outlined in the Affirmative Action Plan. Each member of the management staff is responsible for preventing and/or eliminating any discriminatory practices and assuring that all applicants and employees are afforded the same opportunities.

This affirmative action plan describes the policies, practices and procedures implemented by the Casino to employ and advance at all levels of employment qualified individuals without regard to race, color, religion, sex, age, national origin, disability, veteran status or other protected characteristics. Affirmative action augments Equal Employment Opportunity. An Affirmative Action Program is a set of specific and results-oriented procedures to which Bally's is committed. The procedures move Bally's toward inclusion of minorities and women with requisite skills at all levels in its workforce, and representation of their availability in appropriate labor markets.

Affirmative action requires the use of valid job-related standards in recruitment, hiring, and promotion. Bally's Affirmative Action Plan seeks, in good faith, to identify and remove barriers to Equal Employment Opportunity and to promote access for minorities and women at all levels of its workforce. This plan also covers individuals with a disability, disabled veterans, and others with protected characteristics. This plan outlines the principles established for each department and the Company in improving utilization of employees in protected categories of employees in the workforce. It is our aim to have adequate representation as it relates to all protected categories, including minorities, women, disabled individuals, individuals aged forty (40) and over, and veterans. This Affirmative Action Plan evaluates the company's initiatives and opportunities to employ and promote minorities and women with requisite skills. This program supports the company's efforts to create a workplace and community that reflect diversity.

3. Construction Work

What makes Chicago an attractive city to operate in is the depth of its workforce. Individuals and organizations with different skill sets, expertise, interests and passions. For Chicagoans to fully realize the economic benefits of this large-scale project, it is important that City residents have priority when it comes to job opportunities. Developer will meet and/or exceed the requirement of 50% of total work hours performed by City residents by hiring and retaining City residents for a large percentage of the workforce and project team both during construction and operations.

4. Operations

While Bally's has a good plan to recruit and hire City residents, it must also work hard to retain them. Employee retention is driven by company culture, and Bally's is proud of its company culture. Employee reviews on sites such as Indeed and Glassdoor, where employees self-select to rate their employer are generally positive. Comments have included:

Nationwide, Bally's has more than 7,500 employees, and our employee retention rate year-over-year is good. For example, during "the Great Resignation" of the last year, our company-wide turnover rate was below 30%, not including COVID-related staff reductions.

Bally's trains, supports and promotes its team members, but most importantly it values their contributions to the company. Engaging team members in operations and decision making encourages teamwork and overall success. Their contributions are recognized through quarterly recognition programs culminating in an annual recognition program. Bally's looks for unique characteristics of each team member to add value to the team, department, and company. The people are truly what make Bally's special, and it anticipates that the Bally's culture found at its sites across the nation will be even greater at its flagship location – Bally's Chicago.

5. Work Hours

Bally's acknowledges that of the 50% work hours provided by city residents, 15.5% should be completed by residents who come from Socially and Economically Disadvantaged Areas. To meet this goal, Bally's will require hiring from the neighborhoods surrounding the site. Developer will deploy grassroots outreach efforts in our neighboring communities. This may include:

- Direct mail pieces to residents within neighboring zip codes about job opportunities
- Door hangers promoting job fairs
- Advertisements on neighborhood transit lines and bus shelters
- Posting on job boards in neighborhood community centers

6. Wealth Building and Increasing Employing in Disadvantaged Communities

Bally's Corporation is dedicated to providing access to programs and services that will allow our team members to achieve both short- and long-term financial goals. Bally's offers a multitude of ways for team members to build their own personal wealth. From access to the world's largest employee discount network to 401k retirement opportunities and investment consultation, Bally's is vested in the personal success our team members and offers the following to all full-time employees:

- Tuition reimbursement programs
- Supervisory career tracks
- Leadership development programs
- Employee Stock Purchase Plan
- Childcare benefits to curb costs for working parents
- Competitive and robust benefits package
- Extensive employee discount program
- Pre-and post-tax 401k investment options
- Personal financial planning and financial wellness assessments
- Regular employee wellness initiatives

7. Prioritize Hiring of City Residents

Bally's believes it is important for its business to reflect the local community. It will prioritize hiring a local workforce in order to increase employment and expand access to economic opportunities for Chicagoans, as well as ensure an authentic, local experience for its guests. Bally's will partner with community-based organizations, such as Skills for Chicagoland's Future, to develop workforce training and skills development programs, as well as target local recruitment through direct community outreach and engagement.

Specifically, Bally's will:

- Host career fairs exclusively for Chicago residents prior to opening positions to surrounding areas.
- Guarantee an interview to all Chicago residents any time they apply for a job.
- Create an incentive referral program for hiring local applicants.

8. Diverse Workforce

Developer will utilize internal resources, as well as partner with local Chicago community and employment groups to fulfill our goal of creating a diverse workforce at all levels. Internal resources include:

- Host career fairs for Chicago residents, with an emphasis on recruitment from south and west side communities.
- Provide employee referral bonuses.
- Utilize traditional recruitment channels such as transfers of employees, job boards, professional networking, and use of recruiters where necessary.

Bally's has met with key non-profit partners who have agreed to help it achieve and exceed its workforce diversity goals, including the Chicago Urban League and Skills for Chicagoland's Future and many more.

Exhibit "A-4".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Plans For Compulsive Behavior Treatment; Prohibiting Underage Gambling; Project Security; Attracting New Businesses, Tourists And Visitors; Use Of Customer Databases And Implementing The Project Theme.

From time to time, Developer may amend, modify and revise the policies and procedures provided in this Exhibit A-4 in accordance with good practices in the gaming industry based on operational needs of the business, regulatory requirements, and other commercially reasonable factors. Upon the City's request, Developer will promptly provide the City with copies of Developer's policies and procedures.

1. Treatment of Compulsive Behavior Disorders

Parent Company and Developer (collectively for purposes of this Exhibit A-4, “**we**” or “**Bally’s**”) fully embrace a corporate-driven mission statement focused on a proactive commitment to identify issues and support measures related to problem gambling. We fully acknowledge that gaming and entertainment is our business, and responsible gambling is essential to our reputation, as well as interaction with the community.

We remain steadfast in our efforts to curtail problem gambling by providing educational materials and instituting a program, as noted below, for guests, as well as team members through our websites and on-site at the properties. Bally’s has a proven track record of offering guidance to our patrons, and educating our employees, on how to recognize problem gamblers and referring individuals to the Responsible Gaming Helpline, and/or similar mediums, in their respective state(s) for assistance.

Bally’s will develop and adhere to the highest level of responsible gaming practices, consistent with the requirements of the Act, Sports Wagering Act, and all rules, regulations and procedures of the Board, and develop a plan consisting of, but not limited to:

- Institute (or join) and provide funding for a Board/Council/Association focused on responsible gaming;
- Maintain existing memberships with the American Gaming Association and the National Council on Problem Gambling to ensure accessibility to problem gaming studies, research and programs;
- Fund relevant, local research on compulsive disorders as directed by the Board/Council/Association;
- Participate in the Responsible Gaming Education Week sponsored annually by the American Gaming Association or successor/equivalent program;
- Mandate that all front-facing team members attend Problem Gambling training, which will be conducted at least once per year, to remain relevant with the ability to recognize problem gamblers;
- Incorporate internal reference procedures for employees;
- Implement a property Problem Gaming Committee consisting of key management and front-facing team members;
- Dedicate a specific budget to support all internal Problem Gambling training and awareness programs; funding will be derived by Developer and will be comparable to those of similarly sized properties in the Parent Company’s casino portfolio;
- Adhere to a Self-Exclusion Program that allows an individual to be excluded from the property and from receiving marketing messages (direct mail offers, emails, etc.);

- Several Bally's properties (including Bally's other Illinois property) have executed such programs which can be combined with a Trespass Policy:
- Establish partnerships with area hospitals, colleges, mental health counselors, treatment providers and social workers to create effective strategies to combat problem gambling:
- Promote the Responsible Gaming Program with signage and collateral materials (in multiple languages), including digital messaging, situated throughout the property; and
- Include a Responsible Gaming section on the Casino's website.

2. Ensuring Minors will be Prohibited from Gambling at the Casino

The Casino will have prominent signage throughout the operation indicating that gambling is limited to persons 21-years-of-age or older.

The Casino floor will be partitioned off and only specific entry points will provide access to the gaming floor. Prior to entering the gaming floor, all patrons who appear to be under the age of 35 will be required to provide government issued identification (e.g., driver's license, passport, etc.). The patron's identification will be scanned utilizing Veridocs (or a similarly sophisticated verification system) to ensure that all patrons are 21-years-of-age or older.

We will also regularly update our Veridocs system weekly to ensure that the IGB's Red Flag List is continually up to date. Any match at the security podium will send an alert to the security management offices, as well as to surveillance. These scanners will be located at the security podiums, the players club, cage, slots, tables, and VIP lounge. Before any gaming transaction is completed (e.g., new player card sign-up, comp issue, promotion issue, jackpot payout, check cashing, etc.) all IDs will be scanned at the outlet to ensure the patron is not on the Red Flag List.

Additionally, if a patron attempts to engage in any activity in which they will need to be further identified (e.g., writing a check, registering for credit, registering for players card/promotions/comps, or claiming a W-2 taxable jackpot), the employee at the point of contact will check the player's identification to ensure they are 21 or older and are not Self Excluded.

These efforts will also be extended to our sports wagering and patrons will not be able to register for a sports wagering account if they are under 21.

All gaming employees will be trained to detect and watch for underage gambling at new hire orientation and annually through a mandatory training platform.

The program outlined above is consistent with the operation at Bally's other Illinois property.

3. Providing Security Inside and Surrounding the Project

Security is vital to the successful operations and internal controls of all our properties. We believe that our current internal controls for security at our other Illinois property provides an excellent framework for the area-by-area approach we will take at Bally's Chicago to ensure the safety of our customers, employees and the facility in general (it being understood that we will reevaluate those procedures in light of the needs of Bally's Chicago).

We will establish security department policies and procedures that are consistent with the Act, the Sports Wagering Act, the Illinois Gaming Board's rules and regulations, the Illinois Gaming Board's Minimum Internal Control Standards and, ultimately, what will be Bally's Chicago's System of Internal Controls. We will also coordinate with the Chicago Police Department in an effort to establish methods and protocols to heighten safety in the areas of the Project.

The security department team will include (but not be limited to): Director of Security, Security Manager, Security Shift Supervisor, Security Lead Officer and Security Officer. Roles and responsibilities for each position as follows:

Director of Security

- Reports directly to the General Manager
- Responsible for the overall supervision and management of the security operations
- Exercises direct operational control over all security operations including the establishment of policies and procedures for the security department
- Responsible for training security personnel about the Illinois Gaming Board – Minimum Internal Control Standards and assists in the establishment of additional training programs
- Responsible for formulating, implementing, and enforcing rules and regulations for the Security Department
- Oversees hiring, scheduling, evaluations, suspension and terminations of security personnel
- Reviews all security incident reports
- Provides security incident reports and memorandums to senior management depicting the events affecting security
- Responsible for coordinating policies and procedures concerning security-related issues with local law enforcement (including, when necessary, to assist in the orderly eviction of patrons from the Casino or surrounding area).
- Performs duties and responsibilities associated with the IGB Statewide Voluntary Self-Exclusion Program
- Acts as the System Administrator for the Electronic Key Control System by assigning rights and privileges to each authorized user via access codes and passwords
- Broadest access to sensitive assets and areas out of all personnel in the security department

Security Manager

- Reports directly to the Director of Security
- Responsible for overall supervision and management of security operations in the absence of the Director of Security
- Assists the Director of Security in the hiring, scheduling, evaluations, suspensions, and terminations of security personnel
- Will initiate and review security incident reports in the absence of the Director of Security
- Monitors the operation of the security department during assigned shift ensuring all applicable personnel adhere to the Illinois Riverboat Gambling Act, the Illinois Gaming Board Adopted Rules, and the Illinois Gaming Board – Minimum Internal Control Standards
- Responsible for coordinating security efforts to properly monitor and safeguard the assets of the company
- Perform duties and responsibilities associated with the IGB Statewide Voluntary Self-Exclusion Program
- In the absence of, or when directed by the Director of Security, perform System Administration to the Electronic Key Control System by assigning rights and privileges to each authorized user via access codes and passwords
- Similar access to sensitive assets and areas as Director of Security

Security Shift Supervisor

- Reports directly to the Security Manager
- Responsible for overall supervision and management of the Security operations in the absence of the Director of Security and Security Manager
- Assists the Director of Security and Security Manager in training, scheduling, evaluations and suspensions of security personnel
- Will initiate the review of security incident reports
- Performs duties and responsibilities associated with the IGB Statewide Voluntary Self-Exclusion Program
- Slightly more limited access than the Security Manager

Security Lead Officer

- Reports directly to the Security Shift Supervisor
- Will perform the duties of the Security Shift Supervisor when assigned
- Monitors the operation of the security department ensuring all applicable personnel adhere to the Illinois Riverboat Gambling Act, the Illinois Gaming Board Adopted Rules, and the Illinois Gaming Board – Minimum Internal Control Standards
- Responsible for coordinating security efforts to properly monitor and safeguard the assets of the company

- Assists in training, scheduling, evaluations and suspensions of security personnel
- Supervises security department personnel in accordance with the organizational chart
- Performs duties and responsibilities associated with the IGB Statewide Voluntary Self-Exclusion Program
- Comparable access to Security Shift Supervisor

Security Officer

- Reports directly to the Security Lead Officer
- Responsible for maintaining security throughout the property, ensuring the safety of both patrons and employees
- Responsible for monitoring and safeguarding the assets of the company
- Responsible for the enforcement of rules and procedures in accordance with Illinois Riverboat Gambling Act, the Illinois Gaming Board Adopted Rules, and the Illinois Gaming Board – Minimum Internal Control Standards
- Will initiate and prepare security incident reports
- Escort chips and cash in accordance with procedures
- Collect and transport table game drop boxes to storage area
- Report any irregularities of unusual/suspicious activities to the Security Lead Officer, Security Shift Supervisor during an assigned shift
- Interact with patrons to promote good public relations and ensure continued business
- Ensure accuracy of admissions reporting
- Perform duties and responsibilities associated with the IGB Statewide Voluntary Self-Exclusion Program
- Work in the Control Room when assigned
 - Is the primary communication link between security personnel assigned to the Casino, hotel facility and the grounds (parking lot)
 - Responsible for documentation of transmissions as prescribed
- Comparable access to Security Lead Officer

CONTROL ROOM / CASINO SUPERVISOR

The control room will be located in the back-of-the-house with a Security Officer on duty 24-hours a day. The control room will contain a manual duplicate sensitive key box (which has all the duplicate keys in it), a phone, surveillance cameras, computer, radio system to contact other Casino personnel, surveillance, and a fire alarm announcer panel.

The Illinois Gaming Board Casino Supervisor will immediately be notified of all suspected or confirmed criminal activity and emergencies. The Illinois Gaming Board Casino Supervisor will also be promptly notified of all communication with law enforcement officials and all inquiries made concerning the conduct of a licensee.

FUND TRANSFER CONTROL

During the course of a normal shift, it may be necessary for a Security Officer to escort funds / money transfers from one location to another. It is the Security Officer's main responsibility to protect and provide a safe route of travel for these funds. At a minimum, a Security Officer will be involved in the following internal fund transfers:

- Table fills & credits
- Issuance of table game marker
- Collection, transportation, and count of tips
- Hand pays
- Table game drop box removal and transportation
- Slot bill validator drop box removal & transportation
- Issuance of slot markers
- Redemption kiosk drop or fill

PROCEDURE FOR A POWER FAILURE / SURVEILLANCE CAMERA OUTAGE

Power Failure

In the event the Casino experiences a power loss to the lighting system, the auxiliary power system will automatically be triggered. A security incident report will be completed, and a copy will be forwarded to the Illinois Gaming Board Casino Supervisor/ Agent. The Illinois Gaming Board Casino Supervisor/Agent and surveillance will be immediately notified of power failure, and all gaming activities will cease unless otherwise authorized by IGB Casino Supervisor/Agent. If authorized by IGB Casino Supervisor/Agent and if the auxiliary power system provides sufficient light (e.g. surveillance is able to properly view gaming areas and operations are not interrupted), gaming activities will continue as normal and no additional action as described below is necessary.

If the auxiliary power system does not provide sufficient light to properly view gaming areas, the following procedures will be performed:

- At least one (1) Security Officer will be positioned at the cashier cage on the Casino floor to ensure that all transactions have ceased until power and lighting are resumed;
- At least one (1) Security Officer will be positioned in the pit area and at least (1) Security Officer will be positioned in the poker room area to assist table games and poker room personnel watch their table games and poker tables;
- If the power failure occurs during the (soft) count process, all monies inside the count room will be secured, and the entire count team will be required to exit the count room with security escort; and
- The Security Shift Supervisor and/or Security Lead Officer on duty will assign the remaining Security Officers as needed. Security personnel will provide crowd control,

helping to ensure patrons and employees remain calm and do not panic during the power outage.

Dealers will take immediate action to protect the chip trays on the gaming table by placing the table tray lids on open chip trays. A table games supervisor will then lock the table tray lids. In the event of an extended power failure at the discretion of the IGB Casino Supervisor/Agent all incomplete table game bets will be returned to the bettors.

Surveillance Camera Outage

Surveillance personnel will immediately notify the Illinois Gaming Board Casino Supervisor/Agent of a camera outage. A surveillance incident report will be completed, a copy of which will be forwarded to the Illinois Gaming Board Casino Supervisor/Agent.

Upon notification from surveillance that a camera outage has occurred, a Security Officer will respond to the affected area. The responding Security Officer will ensure that all transactions will be stopped until camera coverage is restored or until approval from the Illinois Gaming Board Casino Supervisor/Agent has been given that transactions can continue under Security Officer observation. Should a camera outage affect coverage of the (soft) count room, the count team will secure all monies. When all monies are secure, a Security Officer will escort the count team from the count room and secure the count room.

Enforcement of Gambling Restrictions

It is the primary responsibility of the Security Department to properly enforce the Illinois Gaming Board's policy regarding minors. In accordance with Illinois law, any patron entering the Casino must be at least 21-years-of-age. A patron under the age of 21 must not make a wager and must not be allowed in Bally's Chicago where gambling is being conducted.

A Security Officer stationed at the admission turnstile area will be responsible for obtaining and verifying the photo identification of each patron who appears to be 35 years of age or under attempting to enter the Casino. Specifically, a Security Officer must approach each patron who appears to be 35-years-of-age or under and request the patron provide a valid government issued photo identification card prior to the patron passing through the admission turnstiles.

The forms of identification accepted by Bally's Chicago will include:

- Driver's License or State Photo Identification Card issued in the United States
- Passport
- U.S. Government issued Military I.D.
- Photo identification cards issued by government entities located within the United States or U.S. territories and possession
- U.S. Government issued Alien Identification Card

If a minor inadvertently gains access to the Casino and is later found in the gaming area, he/she will be escorted by a Security Officer to the security office. The Illinois Gaming Board Casino Supervisor/Agent will be notified of the suspected underage patron by security personnel and a security incident report will be completed. A surveillance photograph will be taken of the underage person and attached to the security incident report. A copy will be forwarded to the Illinois Gaming Board Casino Supervisor/Agent.

If an underage person is observed gaming, or if an underage person is attempting to enter the Casino area unlawfully, local law enforcement authorities must be notified by Security personnel and the underage person will be escorted off the premises. Additionally, the underage person may be charged by local police for criminal trespass or underage gambling.

Security Officers will confiscate an identification card found to be unlawfully altered, fictitious or fraudulent. The confiscated identification card will be given to the Illinois Gaming Board Casino Supervisor/Agent, and a security incident report will be completed. Security will notify the Illinois Gaming Board Casino Supervisor/Agent at the time of the incident.

Firearms Prohibition

The only individuals allowed to carry a weapon on property are as follows:

- Agents of the Illinois Gaming Board
- Illinois State Police
- Peace Officers on duty within their jurisdiction
- Security personnel licensed by the Illinois Gaming Board
- Armored service officers while engaging in daily deposit pick-ups or ATM replenishment
- FBI Agents regardless of duty status

Security Officers assigned to the entrance and exit (admission turnstile area) and the Security Officer assigned to the employee entrance and exit will inspect all packages or suspicious carry bags or any device which might jeopardize the safety of patrons or employees.

Alcohol Beverages and Intoxicated Patrons

Any patron who is suspected of being intoxicated will be prohibited from gambling and will not be served alcohol. The law governing the drinking age is consistent with the gambling age. Bally's Chicago policy regarding the consumption of alcoholic beverage is mandated by the Illinois Liquor Control Laws. Therefore, an employee of Bally's Chicago will not:

- Sell, serve, deliver, allow, or offer for sale, service or delivery of any alcoholic beverage, directly or indirectly, to any person under the age at which a person is authorized to purchase or consume alcoholic beverages in Illinois, or to any person actually or apparently intoxicated; or
- Permit the consumption of any alcoholic beverage by such a person on licensed premises.

A person must be 21-years-of-age or older to legally receive and/or consume alcoholic beverages in the State of Illinois. Enforcement of alcoholic beverage control is primarily the responsibility of the food and beverage department. The security department will assist, however, in the verification of a patron's legal drinking age when requested and will conduct the verification process by requesting a suspected individual present valid identification. Security Officers stationed at the admission turnstile area will be responsible for checking any persons who appear to be showing signs of intoxication. Such individuals may be prevented from entering the gaming area. In each such instance noted above (with the exception of the last), the Illinois Gaming Board Casino Supervisor/Agent on duty will be notified and a security incident report will be initiated by a Security Officer.

Disorderly / Disruptive Patrons

At a minimum, one Security Officer will be present while an individual is being detained or evicted. A female Security Officer or female employee will remain with a female individual in custody until the individual has left the property. A Security Shift Supervisor will be notified prior to any actions taken by a Security Officer to detain a patron. The Security Officer will inform the Security Shift Supervisor of the reasons for detention. Security will notify the Illinois Gaming Board Casino Supervisor/Agent on duty of any person being detained or evicted and the reason for detention or eviction.

A patron may be detained / evicted for the following reasons:

- At the request of an Illinois Gaming Board Casino Supervisor/Agent
- At the request of Casino management (i.e. Manager, Director, or above)
- The individual has disrupted normal business activity
- The individual has acted in a disorderly manner
- A Security Officer has personally witnessed a criminal act by the individual
- The individual committed a criminal act that was witnessed by a patron who is willing to furnish a written statement and testify in court
- The individual accurately and specifically meets the description given by the police or Illinois Gaming Board Agent and has committed a crime
- The individual is in possession of evidence to a crime that has been committed (i.e. stolen property), such as video recording by surveillance
- A suspect attempts to flee upon the Security Officer's approach

A Security Officer may take immediate action in detaining an individual when there is:

- Physical harm to any person(s)
- The obvious theft of personal and/or company property

In a non-accusatory manner, the individual being detained will be advised why they are being detained. A pat down search of detained individuals may be conducted for the protection and safety of the Security Officer. A Security Officer will not perform a pat down search of an individual of

the opposite sex. Security Officers will render assistance to any individual in custody, who while in custody, experiences medical problems. A security incident report will be written concerning the incident. Security will notify the following via a security incident report or verbally:

- Illinois Gaming Board Casino Supervisor/Agent on duty
- Key executive management

Trespass Policy

This policy is established to reserve the right to refuse any service to patrons who may have violated any of the following:

- The patron has disrupted normal business activity
- The patron has made threats toward employees or patrons
- A person who has been arrested for a crime against the property
- For procedures for Illinois Gaming Board Statewide Voluntary Self-Exclusion Program refer to Section A under IGB Statewide Voluntary Self-Exclusion Program

In the event a patron has been trespassed, Security will notify the following via a security incident report or verbally:

- IGB Casino Supervisor/Agent on duty
- Key executive management

Emergencies

In the event of an emergency at Bally's Chicago, at a minimum the following procedures must be observed by property personnel. Individuals from Casino management, security, surveillance, IGB Casino Supervisor/Agent, the Chicago Police Department, the Chicago Fire Department and/or other persons as the emergency dictates, must be notified of the event or incident. The situation must be assessed, and personnel must be instructed to act in a reasonable, prudent manner. Assistance must be provided to law enforcement officials as directed. At the scene of an emergency, employees must conduct crowd control, secure the area and/or assist in the evacuation of patrons and other employees. The emergency must be documented on a security incident report. All procedures for specific emergency situations are outlined in the Bally's Chicago security manual prior to opening.

Eviction Procedures

Bally's Chicago reserves the right to evict any patron deemed to be detrimental to the Casino and, in connection with any such eviction, Bally's Chicago will work with the Chicago Police Department as appropriate or necessary to ensure an orderly eviction from the Casino and surrounding area. If an eviction is determined to be necessary, the following will apply:

- Surveillance is notified
- The individual is escorted from the gaming area and, if necessary or appropriate, the surrounding area.

If an arrest occurs after initiating the eviction process, the procedures are:

- Surveillance will be notified
- The individual will be detained until the appropriate law enforcement agency arrives (and may be escorted to the security interview room)
- The security interview room will be in the back-of-the-house and will be equipped with surveillance coverage
- A pat down search may be conducted by a same sex Security Officer
- The arrestee will be detained in an area that allows video recording by surveillance
- A security incident report will be completed, and a copy will be forwarded to the Illinois Gaming Board Casino Supervisor/Agent

4. Attracting New Businesses, Tourists and Visitors to the Area around the Project Site

Bally's does not take a one-size-fits-all approach to marketing properties. Bally's programs and investments are tailored for each market in which we operate, the casino customers and guests we will attract, and our ability to execute on our plans in a manner that is seamless, disciplined, and outcome driven. For our partnership with the City of Chicago, we bring a unique expertise to the project. Along with our history of success in markets across the country, members of our team have had proven results right here in Chicagoland. Our Executive Vice President of Casino Operations & Chief Marketing Officer, as well as the marketing agency we anticipate working with, previously collaborated in building market leadership for the Horseshoe Hammond in Indiana. We will leverage that insight, combined with the best practices of our other properties, to create an efficient and successful marketing plan for Bally's Chicago. We envision the end result will enhance Chicago's position as a world-class destination and further elevate the city on the international stage.

The Bally's Chicago marketing and operational plan is designed to address three areas critical to success:

- 3-Dimensional Customer Acquisition (Marketing and Operations Plan)
 - Optimize marketing channels, player segmentation and geography to drive long-term acquisition and retention.
- Execution Excellence
 - Leverage deep expertise and proven experience to operate a world-class entertainment destination that is woven into the fabric of Chicago.
- Community Engagement and Assimilation
 - Create employment and career opportunities for Chicago residents, support, and visibility for local businesses, and promote Chicago as a world-class entertainment destination.

Advertising

The local/regional advertising campaign utilizing all media forms, including transit, print, broadcast and social, will create an outstanding level of brand awareness in the Chicago market. Bally's Chicago investment in advertising will reap direct benefits to Chicago businesses and drive City of Chicago tax revenue. In the Chicago market, Bally's advertising agency will "buy local" rather than looking to a national representative firm based elsewhere. Bally's will purchase media through local station representatives, partners, and publications to keep those dollars directly in Chicago. Our media channels will reflect the diverse population of the city and infuse media dollars into MBE/WBE-owned groups, LGBTQ-focused media such as The Windy City Times, and other underrepresented stakeholders.

Promotions and Special Events

Bally's builds exciting and rewarding promotions and events at all of its casinos throughout the nation. To drive repeat visitation, Bally's will draw on its operational expertise to successfully program the promotions calendar. With something for everyone, to maximize both our reach and appeal, promotions will range from largescale giveaways to personalized incentives on a frequent basis. In addition to the guidance from our Chicago-based advertising and marketing firm, and our years of experience, we believe that we excel in executing effective promotions and special events by utilizing Chicago's natural appeal. As a result of our omni-channel experience we will be able to design promotions and special events that will attract more than our land-based customers. We have the ability to reach out to the expanded customer base in the interactive space, including the online mobile sports bettors, play-for-free gamers, and in the future, online casino bettors. Therefore, our promotions and events will be marketed across all channels, greatly expanding their effectiveness.

Community Rewards Programs

Bally Rewards is a four-tier loyalty card program that offers the most lucrative rewards in the business. Bally's Chicago loyalty card members will experience the value in their rewards locally, regionally, and nationally. A significant point of differentiation is that Bally's will create a community rewards program where members can redeem their points at local small businesses, as opposed to solely within Bally's Chicago. Our localized rewards program will allow local businesses to participate in Bally Rewards. To stimulate the use of members' rewards at local businesses, a "virtual mall" will be attached to the gift shop where customers can view in real-time what is available at these businesses. This type of partnership will bring value to the customer and revenue to the local business partners.

This unique approach is a win-win for all involved. The casino offers a viable rewards program and local Chicago businesses win from patronage generated by the program. It should be noted that the reward redemption that occurs is not the only benefit. Additional advertising and

awareness will be generated and built around the customer basis. This is an expense that the small business could not spend on their own and now they are in front of thousands of Bally's customers.

5. Use of Customer Base to Support the Project

Bally's Chicago will develop a brand advertising and promotions campaign long before opening that is designed to build a strong database of entertainment-seekers and casino customers.

Tiered Card Match Program

This action will require direct participation and result in capturing vital database information before the new facility opens. In addition, Bally's Chicago will advertise a tiered card match program for every customer who plays in Chicagoland. This is a popular and successful initiative that invites players from other casinos to immediately receive a comparable players club card without having to earn status through their play.

Precision Marketing Program

Over time we have developed a proprietary, algorithmic approach to better understand customer behavior as it relates to visitation, and with this information we design offers to reclaim the customers' participation in real time. This is our Precision Marketing program, and it is the foundation of our success in every market in which we operate. Precision Marketing will be installed in Chicago to provide us with customer trip patterns, which will enable us to incentivize and target customers at the right time with the right offer. Bally's will capitalize on our Midwest properties by creating a rewards program to drive those customers to Chicago as an extraordinary reward. While Bally's Chicago casino is growing and moving to its permanent location, customers will be introduced to Bally's omni-channel experience offering mobile sports betting, daily fantasy sports, and free-to-play games. Additionally, all gaming customers within the omni-channel structure will be educated on the Bally's Chicago experience.

VIP Marketing / Player Development

VIP Marketing will be instrumental in promoting Bally's Chicago as a world-class gaming destination and establishing the property as a must-visit for guests seeking a world-class entertainment experience. A significant percentage of gaming revenue comes from only 20% of the customers. Hence, we will deploy a player development team that will build significant VIP relationships providing all of the services desired by high value customers. In addition to what the casino has to offer (restaurants, hotels, promotions, and entertainment), Bally's will leverage the many attractions of the City of Chicago (restaurants, sports, arts and culture and city-wide events) to satisfy the interest of these customers. With Precision Marketing, the

player development team will be able to immediately identify changes in customers' trip patterns and enable us to reach out in a very personal and effective manner. Player development representatives will provide 5-star service and a 1:1 approach to ensure the personal experience that our most valued customers expect. Using our proprietary sales tool our representatives will be efficiently reaching the right customers at the right time with the right incentives.

Marketing Point of Diminishing Returns

As a company, our marketing success has been linked to our ability to be agile and think differently than our competition. While many casino companies take a conservative approach to marketing reinvestment, we believe that the best results are achieved through an aggressive marketing strategy. Across our portfolio, we've been able to drive significantly more revenues through marketing to the point of diminishing returns. By adding additional events and targeted offers, we've produced incremental gaming trips from all segments. Bally's has shown a consistent track record of producing above industry results through its strategic marketing approach. Our comprehensive database marketing program builds relationships with our customers. We look to introduce, grow and maintain our guest lifecycle through delivering value with our marketing. We do this at our core through an aggressive promotional calendar that targets different segments, at different times, with unique marketing. We build our customer loyalty through additional offers, events and promotions. By focusing on delivering our customers value we believe this creates the best approach to long term sustainable growth.

6. Implementing the Theme and Targeting Market Segments for the Permanent Project

Theme for the Project is "The Best of Chicago" by highlighting Chicago's building design, arts and culture, sports and food.

- Building Design - Contemporary structure contemplating Chicago's landscape
- Arts & Culture - Approximately 23,000 SF exhibit museum used to showcase immersive rotating exhibits
- Sports - Feature Chicago sports and history exhibits
- Food - Working with Chicago-based chefs, collectives, and restaurateurs such as Erick Williams, Chef and Owner of Virtue Restaurant located in Hyde Park, One-Off Hospitality which is based in Chicago and operates many well-known food and beverage outlets throughout Chicago, and in discussions with Latino restaurant operators

The range of gaming and amenities Bally's Chicago will offer, will attract and excite target market segments ranging in age from 21 – 65+.

- **The Gaming Customer:** Situated in a modern casino atmosphere, gaming-centric customers will be able to find their favorite slot machine or table game or bet on their hometown team.
- **The Entertainer:** For the entertainment seeker, customers will be thrilled to learn that Bally's Chicago is more than another casino.
- **The Foodie:** For those who like to dine out, options will be plentiful including world-class Asian cuisine, a contemporary steakhouse, an immersive sports bar, local fare from James Beard award winning chefs and much more.
- **The Sports Enthusiast:** Visitors can cheer and place bets on their favorite home teams, explore Chicago's sports history through exhibits inspired by Chicago teams.
- **The Fine Arts Crowd:** The exhibition hall will feature a wide variety of rotating exhibitions and permanent installations, including immersive experiences. Visitors will enjoy the world-class architectural flair of Bally's Chicago design from our expansive views of Downtown Chicago and welcoming green space.

Our first approach to developing marketing plans is to garner qualitative research. We will assemble an array of focus groups in Chicagoland to gain insight into the Chicago gaming customer, as well as any existing perceptions of the Bally's brand. This qualitative research will allow us to build out the framework and survey questions for quantitative research. This approach will identify the influential attributes of the Chicagoland casino customer and entertainment-seeker.

Exhibit "A-6".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Plan For Relocating Or Compensating Existing Businesses.

Parent Company is a party to that certain Agreement of Purchase Option and Sale dated as of October 25, 2021, by and between Parent Company, as Purchaser, and IL-777 West Chicago Avenue, LLC ("**Seller**") as Seller (the "**Option Agreement**"). Pursuant to the Option Agreement, Parent Company has the option to purchase, *inter alia*, all of Seller's interest in that certain Lease dated as of July 1, 2013, by and between IL-Freedom Center, LLC, an affiliate of IL-777 West Chicago Avenue, LLC ("**Landlord**"), as landlord, and Chicago Tribune Company, LLC (the "**Tenant**"), as tenant, as amended by that Second Amendment to Lease dated as of August 1, 2014, by and between IL-Freedom Center, LLC, and Chicago Tribune Company, LLC (collectively, and as amended, the "**Lease**").

Pursuant to Article 41 of the Lease (the "**Relocation Provision**"), Parent Company, upon exercising its option under the Option Agreement, has the right, at any time during the term of the Lease, to cause Tenant to relocate to new premises, subject to the terms and conditions of the Lease, including the Relocation Provision.

Parent Company and Developer shall relocate Tenant pursuant to the terms of the Relocation Provision or as otherwise agreed upon by Developer and Tenant.

Exhibit "A-7".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

*Plans For Transportation Demand And Supply Management, Traffic Control Measures,
Pedestrian Ingress And Egress, Use Of City Infrastructure, Event Traffic
And Parking, Emergency Access, Addressing Any Additional
Burdens On City Infrastructure, And
Multi-Modal Traffic Infrastructure.*

The policies set out below will be formally defined and agreed between the Developer and City through an amended Planned Development (PD) agreement for Project site. From time to time, in cooperation with the City of Chicago Planning Department and Department of Transportation, Developer may amend, modify and revise the policies and procedures provided in this Exhibit A-7 in accordance with good practices in the gaming industry based on operational needs of the business, regulatory requirements, and other commercially reasonable factors. Upon the City's request, Developer will promptly provide the City with copies of Developer's policies and procedures.

1. Definitions.

For purposes of Exhibit A-7, the terms defined herein below shall have the following meanings:

"**City**" means the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois.

"**CDOT**" means the City of Chicago Department of Transportation.

"**Developer**" means Bally's Corporation, its successors or assigns as permitted hereunder.

“Project” means, as the case may be, each of, or collectively, the Permanent Project or the Temporary Project.

2. Transportation Infrastructure Improvements. Developer has completed a Traffic Study, which recommends several transportation infrastructure investments . All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. All new local streets must be designed in accordance with the Department of Transportation Street and Site Plan Design Standards. Dedication of public way for these streets is conditional upon legal recordation after being vetted and approved by the Department of Transportation. Developer, in consultation with CDOT, shall take reasonable efforts to provide necessary infrastructure increased transportation demand related to the Project, including but not limited to the following:
 - a. Extension of local streets to be designed and included in the Planned Development:
 - i. Extension of Jefferson Street through the Permanent Project site from Grand Avenue to Chicago Avenue.
 - ii. Construction of connections between Halsted Street and Jefferson Street at Superior Street, Ancona Street, and Erie Street.
 - b. Installation of new or modernized traffic signal equipment.
 - i. Installation of new traffic signals at the intersections formed by the new street extensions as warranted and included in the Planned Development.
 - ii. Improvements to existing traffic signal equipment as warranted and included in the Planned Development.
 - c. Preservation of the horizontal and vertical space necessary to convert the existing Union Pacific railroad corridor to a transitway and trail as proposed in the North Branch Framework Plan.
3. Transportation demand management and traffic control . The Developer, in consultation with CDOT, shall take reasonable efforts to mitigate increased transportation demand to ensure safe multi-modal access to the site. Developer will continue to work with the City to implement a comprehensive traffic management plan, before, during and after construction of the Project, and will regularly review that plan and its effectiveness to ensure continuous improvement of any traffic issues. If requested by the City, Developer shall fund the provision of traffic control officers at intersections surrounding the Project, as well as other key points of entry to the Project site, during peak casino hours on peak days of operations and during special events or as needed.

4. Pedestrian and bicycle ingress/egress within and surrounding the Project.

- a. The Permanent Project site will be fully accessible for pedestrians via an expansive sidewalk network, inviting streetscape, new parks, and an improved Riverwalk.
- b. Developer will provide new on and off-street bicycle infrastructure as directed by CDOT and described in the amended Planned Development.
- c. Bicycle storage facilities will be provided as required in Chapter 17 of the Chicago Municipal Code.
- d. Developer shall install signage to improve pedestrian safety where appropriate, and will incorporate a pedestrian safety plan into the approved site plan for the Permanent Project.

5. Upgrades to existing City infrastructure to serve and harmonize with the Project.

- a. Developer anticipates that existing City water, sewer and electric street lighting facilities in place at the Project will have the capacity necessary meet the demand of the Project.
- b. Developer will comply with the City Stormwater Ordinance and, if required by the City, shall provide enhanced stormwater detention for the Project improvements within an approved underground detention facility.
- c. Developer acknowledges and agrees that development of the Project requires coordination with and a commitment to working with City agencies, neighborhood businesses, and residents to mitigate impacts associated with the Project.
- d. The Project includes the design and construction of the public pedestrian Riverwalk along the North Branch of the Chicago River. The Riverwalk will meet the Chicago River Design Guidelines, and other applicable regulations.
- e. Developer will construct a public park south of the proposed casino buildings and will integrate the park into the Riverwalk.

6. Accommodating special events and grand opening traffic and parking for the Project. The Developer has expertise in managing large-scale events. The Developer's responsibility is to notify, plan, coordinate, and support City services to ensure the grand opening and any special events do not create a burden for the City or the community and is executed in a manner in which traffic flows safely and creates the best experience for visitors to the Project and the City at large. This will be achieved through detailed planning, a commitment of appropriate resources, and close collaboration with the CPD and other City services.

7. Emergency access for police, fire and ambulatory ingress and egress and its emergency operations plan for the Project. The Developer commits to working with all City agencies to ensure efficient and effective emergency access to the Project for all phases of

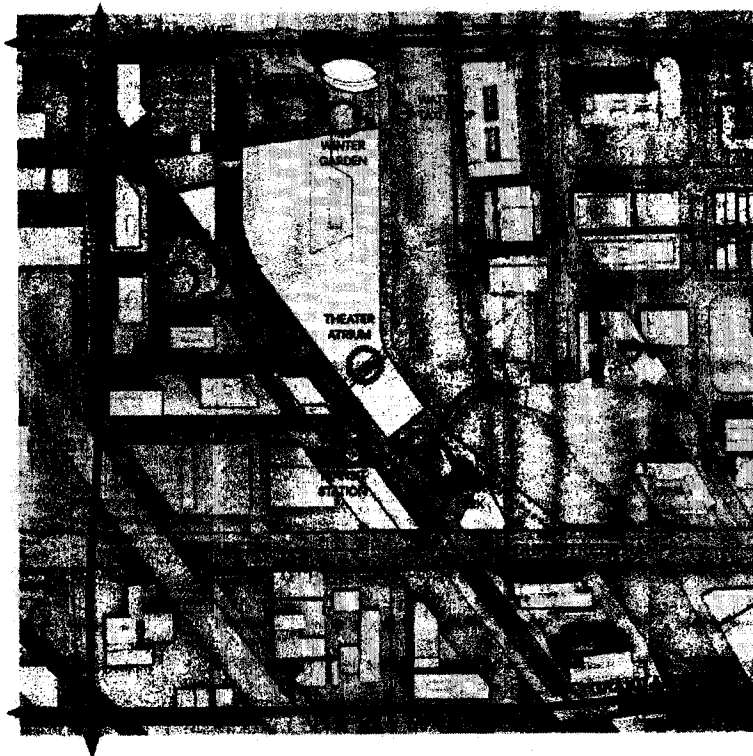
construction and as part of the security operations plan upon opening. Emergency Services access is critical to the health and safety to the patrons and employees and will always be a high priority. Additionally, emergency responder access will be addressed in every special event plan. As a part of the entitlement process, the Developer commits to working with the Chicago Fire Department to obtain an approved site plan which would ensure safe and efficient access of fire and emergency vehicles to and from the Project.

8. Addressing any additional burdens placed on existing City infrastructure. As noted elsewhere in this Exhibit A-7. Developer will address certain existing burdens on City infrastructure to the extent that the same will be mitigated by improvements planned for the Project.

BICYCLE INFRASTRUCTURE

LEGEND:

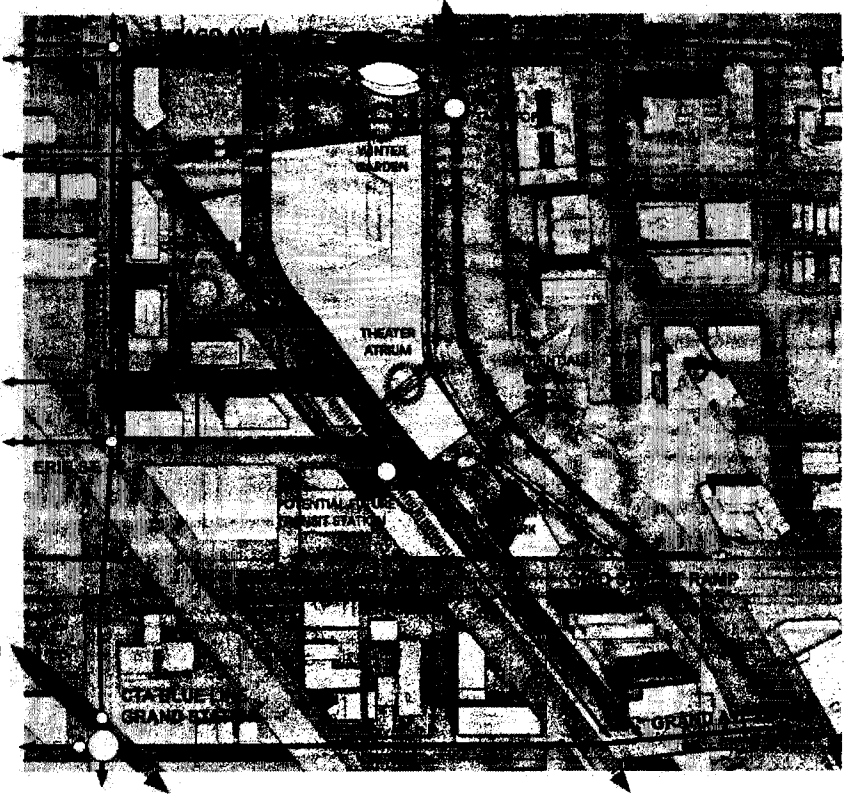
- WATER TAXI
- POTENTIAL TRANSIT WAY
- CTA BLUE LINE
- CTA BUS LINES
- BIKE INFRASTRUCTURE
- TRANSIT STOPS
- PEDESTRIAN ROUTES
- VEHICULAR ROUTES



PEDESTRIAN, BUS & WATER TAXI INFRASTRUCTURE

LEGEND:

- WATER TAXI
- POTENTIAL TRANSIT WAY
- CTA BLUE LINE
- CTA BUS LINES
- BIKE INFRASTRUCTURE
- TRANSIT STOPS
- PEDESTRIAN ROUTES
- VEHICULAR ROUTES



VEHICULAR & PARKING ACCESS

LEGEND:

- WATER TAXI
- POTENTIAL TRANSIT WAY
- CTA BLUE LINE
- CTA BUS LINES
- BIKE INFRASTRUCTURE
- TRANSIT STOPS
- PEDESTRIAN ROUTES
- VEHICULAR ROUTES

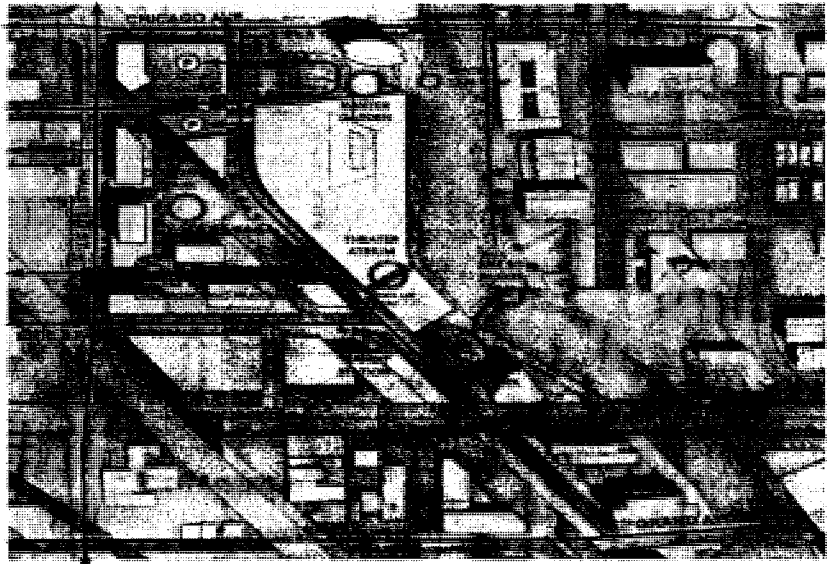


Exhibit "A-8".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

*Other Agreements.***Section 1. Definitions**

For purposes of Exhibit A-8, the terms defined herein below shall have the following meanings:

"Activities" means all of the obligations undertaken by the Contractor under this Agreement, including designing, building, and operating the Project.

"Subcontractor" includes all contractors, suppliers and materialmen of any tier, whether in direct privity or not with the Developer (including without limitation design firms, construction contractors, and the Casino Manager), and which Developer uses to perform the Activities under the Agreement.

"Subcontracts" means all oral or written agreements with Subcontractors.

Section 2. Agreements with Subcontractors

(A) Developer shall comply and shall include in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement a requirement that its Subcontractors comply, with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders.

(B) Developer agrees that all of the applicable provisions set forth in this Exhibit will be incorporated in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement.

(C) Further, Developer shall execute, and shall include in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement a requirement that its Subcontractors execute, such affidavits and certifications as shall be required by the City setting forth Developer's and its Subcontractor's, as applicable, agreement to comply with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders. Such certifications shall be attached and incorporated by reference in the applicable agreements.

(D) In the event that any Subcontractor is a partnership or joint venture, Developer shall also include provisions in its agreement with the Subcontractor ensuring that the entities comprising such partnership or joint venture shall be jointly and severally liable for its obligations thereunder.

(E) Developer has not and will not use the services of any person or entity for any purpose in its performance of Activities under this Agreement, when Developer has actual knowledge (or would have had such knowledge after due inquiry) that such person or entity is ineligible to perform services under this Agreement or in connection with it, as a result of any local, state or federal law, rule or regulation.

Section 3. Disclosures and Licenses

(A) Developer has provided the City with an Economic Disclosure Statement and Affidavit ("**EDS**") for itself and EDSs for all entities with an ownership interest of 7.5 percent or more in Developer, which is attached hereto copies of which have been scanned for viewing on the City's website. Upon request by the City, Developer must further cause its Subcontractors, and proposed transferees (and their respective 7.5 percent owners) to submit an EDS to the City. Developer must provide the City, upon request, a "no change" affidavit if the information in the EDS(s) previously supplied remains accurate, or revised and accurate EDS(s) if the information contained in the EDS(s) has changed. In addition, Developer must provide the City revised and accurate EDS(s) within 30 days of any event or change in circumstance that renders the EDS(s) inaccurate. Failure to maintain accurate EDS(s) on file with the City is an Event of Default.

(B) Developer warrants and covenants that the disclosures made in its EDS are true and agrees to update its EDS promptly from time to time if they are no longer true.

(C) Developer's EDS contains a certification as required under the Illinois Criminal Code, 720 ILCS 5/33E, and under the Illinois Municipal Code, 65 ILCS 5/8 10 1 et seq. Ineligibility under Section 2-92-320 of the Municipal Code continues for 3 years following any conviction or admission of a violation of Section 2-92-320. For purposes of Section 2-92-320, when an official, agent or employee of a business entity has committed any offense under the section on behalf of such an entity and under the direction or authorization of a responsible official of the entity, the business entity is chargeable with the conduct. If, after Developer enters into a contractual relationship with a Subcontractor, it is determined that Subcontractor is in violation of Section 2-92-320, Developer must immediately cease to use the Subcontractor. All Subcontracts must provide that Developer is entitled to recover all payments made by it to the Subcontractor if, before or subsequent to the beginning of the contractual relationship, the use of the Subcontractor would be violative of this subsection.

(D) Developer must in a timely manner consistent with its obligations under this Agreement, secure and maintain, or cause to be secured and maintained at its expense, the permits,

licenses, authorizations and approvals as are necessary under federal, state or local law for Developer and Subcontractors: to construct, operate, use and maintain the Casino; and otherwise to comply with the terms of this Agreement and the privileges granted under this Agreement. Developer must promptly provide copies of any required licenses and permits to the City.

Section 4. Compliance with Laws

(A) Developer must at all times observe and comply with all applicable laws, statutes, ordinances, rules, regulations, court orders and executive or administrative orders and directives of the federal, state and local government, now existing or later in effect (whether or not the law also requires compliance by other parties), including the Americans with Disabilities Act and Environmental Laws, that may in any manner affect the performance of this Agreement (collectively, "**Laws**"), and must not use the Casino in violation of any Laws or in any manner that would impose liability on the City or Developer under any Laws. Developer must notify the City within ten business days of receiving notice from a competent governmental authority that Developer or any of its Subcontractors may have violated any Laws. Provisions required by any Law to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement. Without limiting the foregoing, Developer covenants that it will comply with all Laws, including but not limited to the following:

(B) 2014 Hiring Plan Prohibitions

(i) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (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 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.

(iv) In the event of any communication to Developer by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C 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. Developer will also cooperate with any inquiries by OIG Hiring Oversight.

Section 5. Non Discrimination

(A) Developer for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, covenants that: (i) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the Casino; (ii) in the construction of any improvements within the Casino and the furnishing of services in them, no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; (iii) Developer will use the Casino in compliance with all other requirements imposed by or under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as those regulations may be amended; and (iv) Developer shall operate the Casino on a fair, equal, and not illegally discriminatory basis to all users of it, and shall charge fair, reasonable, and nondiscriminatory prices for products (but Developer is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers or as otherwise commercially reasonable.) In addition, Developer assures that it will comply with all other pertinent statutes, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance.

(B) It is an unlawful practice for Developer to, and Developer must at no time: (i) fail or refuse to hire, or discharge, any individual or discriminate against the individual with respect to his or her compensation, or the terms, conditions, or privileges of his or her employment, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (ii) limit, segregate, or classify its employees or applicants for employment in any way that would deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (iii) in the exercise of the privileges granted in this Agreement, discriminate or permit discrimination in any manner, including the use of the Casino, against any person or group of persons because of race, creed, color, religion, national origin, age, handicap, sex or ancestry. Developer must post in conspicuous places to which its employees or applicants for employment have access, notices setting forth the provisions of this non-discrimination clause.

(C) Developer must comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended, and to the extent required by the law, must undertake, implement and operate an affirmative action program in compliance with the rules and regulations of the Federal Equal Employment Opportunity Commission and the Office of Federal Contract Compliance, including 14 CFR Part 152, Subpart E. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101 06 (1981); Rehabilitation Act of 1973, 29 U.S.C. §§ 793 94 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 and 41 CFR Part 60 et seq. (1990) and 49 CFR Part 21, as amended (the "ADA"); and all other applicable federal statutes, regulations and other laws.

(D) Developer must comply with the Illinois Human Rights Act, 775 ILCS 5/1 101 et seq. as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, Developer must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all other applicable state statutes, regulations and other laws..

(i) State of Illinois Equal Employment Opportunity Clause.

In the event of the Developer's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Developer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Developer agrees as follows:

- a. That Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service (to the extent that such unfavorable discharge is not the result of conduct that would otherwise constitute grounds for refusal of employment under this Agreement); and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- b. That, if Developer hires additional employees in order to perform this Agreement or any portion of this Agreement, Developer will determine the availability (in accordance with 44 III. Admin. Code Part 750) of minorities and women in the areas from which Developer may reasonably recruit and Developer will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- c. That, in all solicitations or advertisements for employees placed by Developer or on Developer's behalf, Developer will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- d. That Developer will send to each labor organization or representative of workers with which Developer has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Developer's obligations under the Illinois Human Rights Act and 44 III. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Developer in Developer's efforts to comply with the Act and this Part, the Developer will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- e. That Developer will submit reports as required by 44 III. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 III. Admin. Code Part 750.

- f. That Developer will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations.
- g. That Developer will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. The Developer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(E) Developer must comply with the Chicago Human Rights Ordinance, sec. 2-160010 et seq. of the Municipal Code, as amended, and all other applicable City ordinances and rules. Further, Developer must furnish or must cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

(F) Developer must insert these non-discrimination provisions in any agreement by which Developer grants a right to any person, firm, or corporation to render accommodations and/or services to the public in the Casino. To the extent required by applicable law, Developer must incorporate all of the above provisions in all agreements entered into with any sublicensees, suppliers of materials, furnishers of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement, and Developer must require them to comply with the law and enforce the requirements. In all solicitations either by competitive bidding or negotiations by Developer for work to be performed under a Subcontract, including procurements of materials or Licenses of equipment, each potential Subcontractor or supplier must be notified by Developer of the Developer's obligations under this Agreement relative to nondiscrimination.

(G) Developer must permit reasonable access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal government to be pertinent to ascertain compliance with the terms of this Section. Developer must furnish to any agency of the Federal or state government or the City, as required, any and all documents, reports and records required by Title 14, Code of Federal Regulations, Part 152, Subpart E, including an affirmative action plan and Form EEO-1.

Section 6. Conflicts of Interest

(A) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Activities to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(B) Developer represents that it, and to the best of its knowledge, its Subcontractors, if any (Developer and its Subcontractors being collectively referred to in this Section as "**Contracting Parties**"), presently have no direct or indirect interest that would conflict in any manner or degree with the performance of its Activities under this Agreement.

(C) Further, Contracting Parties must not assign any person having any conflicting interest to perform any Activities under this Agreement or have access to any confidential information.

OTHER PROVISIONS

For purposes of this section, the following definitions shall apply:

"**Contract**" means any agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

"**Contractor**" means the person to whom a contract is awarded.

As a condition of contract award, Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a policy that conforms to the following requirements:

- (1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant's prior wages, including benefits or other

compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed, (ii) as a condition of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment; and

- (2) Contractor shall not seek an applicant's wage or salary history, including benefits or other compensation, from any current or former employer.

If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action's impact on the Contractor's MBE or WBE subcontractors.

(C) Prohibition on Certain Contributions.

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("**Owners**"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to her political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Licensee, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of these requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution to the Mayor or to her political fundraising committee.

Contractor shall 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.

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.

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 Contract, 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 Contract, under 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:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

Exhibit "A-9".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

*Minority And Women Ownership Provisions.***1. Definitions.**

For purposes of Exhibit A-9, the terms defined herein below shall have the following meanings:

"Minority" means an individual considered to be a minority pursuant to MCC 2-92-670(n), "Definitions: Minority," as it may be amended from time to time, or a "woman" as defined in the Act. This includes, but is not limited to: African-Americans, Hispanics, Asian-Americans, and American Indians, as defined by that ordinance.

"Minority-Owned and Controlled Business" means a business that is at least 51 percent owned by one or more Minority persons, or in the case of a publicly-held business, at least 51 percent of all classes of the stock of which is owned by one or more Minority persons, and whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more Minority persons.

2. Ownership of Project.

Developer commits that 25% of the Project equity will be owned by Minority individuals and Minority-Owned and Controlled Businesses no later than twelve months following commencement of the Term or such later date as may be determined by the City, and will continue for no less than five years thereafter. Additionally, Developer shall provide commercially reasonable efforts to locate qualified Minority individuals or Minority-Owned and Controlled Businesses who wish to buy an interest in Developer in an effort to assist any Minority individuals or Minority-Owned and Controlled Businesses who may wish to sell their interest in Developer.

3. Corporate Governance.

40% of seats on the Board will be reserved for Minorities, no later than twelve months following commencement of the Term or such later date as may be determined by the City to allow for Illinois Gaming Board approval, which commitment will continue for the life of the agreement.

Exhibit "B-1".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Permanent Project And Permanent Project Description.

The Permanent Project will include the following Components:

Location: The location south of W. Chicago Ave. and north of W. Grand Ave, bound by N. Halsted to the West and the Chicago River to the East.

Casino Sq. Ft.: Approximately 168,000 sq. ft. 37,700 sq. ft. admin/support space = 205,700 sq. ft.)

Gaming Positions: 4,000 Gaming Positions will be reserved, such combination of positions will vary depending on player preferences. It is currently anticipated that there will be the following: approximately 3,400 slots, approximately 150 house-banked tables and approximately 20 poker tables.

Sports Wagering: In-person and mobile sports wagering will be available.

Hotel: 100 suites, 500 rooms total, it being understood that initially, Developer commits to building the entire hotel tower including a minimum of 100 guest suites, a rooftop bar, and all necessary infrastructure (hotel core and shell) construction necessary for the additional 400 rooms. Developer will commit to begin construction of the 400-room buildout and operationalization of the remaining floors of the tower or alternative development of the hotel tower space upon reaching an annual trailing 12 months \$170 million of EBITDAM threshold but in any case, not later than five years after the opening of the Permanent Project. All hotel suites will be of five-star quality and the 400 remaining guest rooms will be comparable to other high-end luxury hotels.

Convention Space: Approximately 65,000 sq. ft. entertainment and event space.

Entertainment: Approximately 65,000 sq. ft. (approximately 3,000 seat) flexible theater; 2.4-acre greenspace may be used for outdoor events (operated in accordance with the provisions of the Municipal Code of Chicago).

Restaurants: 6 restaurants/cafes and a food hall including:

- Three-Meal Diner (approximately 150 seats)
- Bally Sports Bar (approximately 200 seats)
- Food Hall (approximately 175 seats)
- Asian Restaurant (approximately 50 seats)
- Steakhouse (approximately 150 seats)

- Italian Restaurant (approximately 200 seats)
- Grab-and-Go/Coffee Bar (approximately 20 seats)

Working with Chicago-based chefs, collectives, and restaurateurs such as (but not limited to) Erick Williams, Chef and Owner of Virtue Restaurant located in Hyde Park, One-Off Hospitality which is based in Chicago and operates many well-known food and beverage outlets throughout Chicago and in discussions with Latino restaurant operators.

Bars: 4 bars and lounges

- Casino Bar (TBD seats)
- Cocktail Lounge (approximately 50+ seats)
- VIP Lounge (approximately 60+ seats)
- Rooftop Bar (approximately 100 seats) (includes up to two hidden speakeasies)

Retail: 3,000 sq. ft. in ancillary retail (sundries, souvenirs)

Parking: Approx. 3,300 spaces

- Approx. 2,200 patron spaces
- Approx. 600 employee spaces
- Approx. 500 valet spaces

Other Amenities:

- Fitness center, spa, pool
- Chicago Visitor Center (visitor information center/concierge operated in coordination with Choose Chicago)
- Museum (23,000 sq. ft.) (Exhibits presenting Chicago sports and history may be centered on the Bally Sports Bar identified above, the exhibition space listed here will be dedicated to rotating exhibitions)
- Pool, hot tub, pool adjacent lounge
- A privately constructed and publicly accessible Riverwalk (constructed in accordance to the River Design Guidelines) that extends along the entire length of the planned development, said Riverwalk shall be open to the public at all times during the hours of 6:00 a.m. and 11:00 p.m.

Theme: “The Best of Chicago” and Developer intends to showcase and recognize all of the City’s diverse attractions that make it one of the prime tourist destinations.

Sustainability: Developer shall comply with its sustainability goals including constructing the Permanent Project to meet at least LEED Gold standards and meeting at least 125 points within the metrics in the City’s Sustainable Development Policy.

Exhibit "B-2".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Temporary Project And Temporary Project Description.

The Temporary Project will include the following Components:

Location: 600 N. Wabash Avenue located at the Medinah Temple.

Casino Sq. Ft.: To be determined, but to utilize Medinah Temple's approximately 28,645 square feet on the ground level, 30,675 square feet on the second level, 30,675 square feet on the third level and 37,817 square feet in the lower level. Allocation of spaces to be determined during design phases.

Gaming Positions: It is currently anticipated that the Temporary Project will include approximately 800 Gaming Positions, with the mix of slots and table games to be determined.

Sports Wagering: In-person and mobile sports wagering will be available.

Entertainment: Pop-up lounge experiences.

Restaurants: 2 restaurants/cafes and a food hall including:

- Restaurant
- Grab-and-Go/Coffee Bar

Bars: 1 bar

- Casino Main Bar (approximately 50 seats)

Retail: TBD sq. ft. in ancillary retail (e.g., sundries, Bally's branded merchandise)

Other Amenities:

- Chicago Visitor Center (visitor information center/concierge operated in coordination with Choose Chicago or a comparable offering)

Theme: "The Best of Chicago" and Developer intends to showcase and recognize all of the City's diverse attractions that make it one of the prime tourist destinations.

Exhibit "C-1"

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Permanent Project Site.

The Project Site (Permanent) is located at 777 W. Chicago Avenue, Chicago, IL 60610 and is generally bound by the Chicago River to the East, Chicago Avenue to the North, Halsted Street to the West and Grand Avenue to the South.

The legal description of the project site (permanent) is attached.

Legal Description referred to in this Permanent Project Site reads as follows:

Legal Description.
(To Permanent Project Site)

PARCEL A:

THAT PART OF BLOCKS 63, 64, 65, 66, 67, 68, 78 AND 79 TOGETHER WITH THE VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, IN BLOCK 79 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO, AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 79, A DISTANCE OF 158.998 FEET; THENCE SOUTH 37 DEGREES 18 MINUTES 35 SECONDS EAST, 23.172 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING; THENCE CONTINUING SOUTH 37 DEGREES 18 MINUTES 35 SECONDS EAST, 1080.35 FEET TO A POINT ON THE NORTHWESTERLY LINE OF WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682 RECORDED JULY 9, 1962, SAID POINT BEING 173.565 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID BLOCK 68, AS MEASURED ALONG SAID NORTHWESTERLY LINE; THENCE NORTH 81 DEGREES 45 MINUTES 28 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE OF WEST ERIE STREET, 256.51 FEET TO THE WESTERLY DOCK LINE (AS NOW BUILT) OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE NORTH 28 DEGREES 30 MINUTES 22 SECONDS WEST, 171.94 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES 27 SECONDS WEST, 6.58 FEET; THENCE NORTH 0 DEGREES 24 MINUTES 48 SECONDS EAST, 521.34 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 43 SECONDS WEST, 288.92 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 65); THENCE SOUTH 89 DEGREES 55 MINUTES 16 SECONDS WEST, ALONG SAID SOUTH LINE A DISTANCE OF 558.04 FEET TO A POINT 278.41 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 84 DEGREES 06 MINUTES 38 SECONDS WEST, 115.17 FEET TO A POINT 11.66 FEET SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST CHICAGO AVENUE AND 163.83 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 89 DEGREES 49 MINUTES 11 SECONDS WEST, 107.48 FEET TO A POINT 11.85 FEET SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST CHICAGO AVENUE AND 56.35 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE

SOUTH LINE OF WEST CHICAGO AVENUE, THENCE SOUTH 50 DEGREES, 39 MINUTES 51 SECONDS WEST, 55.23 FEET TO A POINT 46.78 FEET SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST CHICAGO AVENUE AND 13.65 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 0 DEGREES 14 MINUTES 59 SECONDS EAST, 90.65 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF BLOCKS 61, 62 AND 69 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF LOTS 9 TO 15 BOTH INCLUSIVE, IN WABANSIA, A SUBDIVISION IN AFORESAID SECTION 9, TOGETHER WITH VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS AND LOTS, ALL TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF WEST ERIE STREET, AS RELOCATED PER DOCUMENT NUMBER 18526682, SAID POINT BEING 223.81 FEET NORTHEASTERLY OF THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY LINE WITH THE NORTH LINE OF BLOCK 69 AFORESAID (AS MEASURED ON SAID SOUTHEASTERLY LINE); THENCE NORTH 81 DEGREES 45 MINUTES 28 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE OF RELOCATED WEST ERIE STREET, 246.98 FEET TO THE WESTERLY DOCK LINE (AS NOW BUILT) OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 37 DEGREES 17 MINUTES 57 SECONDS EAST, ALONG SAID WESTERLY DOCK LINE, 48.245 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 01 SECONDS EAST, ALONG SAID WESTERLY DOCK LINE, 404.08 FEET; THENCE SOUTH 54 DEGREES 34 MINUTES 54 SECONDS EAST, ALONG SAID WESTERLY DOCK LINE, 38.41 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE PARCEL CONVEYED TO THE COUNTY OF COOK PER DOCUMENT NUMBER 16968152, SAID LINE ALSO BEING 74.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF VACATED WEST OHIO STREET EXTENDED EAST; THENCE NORTH 89 DEGREES 56 MINUTES 12 SECONDS WEST, ALONG SAID NORTH LINE OF THE PARCEL CONVEYED TO THE COOK OF COUNTY, 37.73 FEET TO A POINT, SAID POINT BEING 451 FEET EAST OF THE CENTER LINE OF VACATED NORTH DESPLAINES STREET (AS MEASURED ON SAID PARALLEL LINE); THENCE SOUTH 0 DEGREES 03 MINUTES 48 SECONDS WEST, 7 FEET TO A POINT ON A LINE 67.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST OHIO STREET EXTENDED EAST; THENCE NORTH 89 DEGREES 56 MINUTES 12 SECONDS WEST, ALONG SAID PARALLEL LINE, 39.03 FEET TO A POINT 411.96 FEET EAST OF THE CENTER LINE OF VACATED NORTH DESPLAINES STREET (AS MEASURED ON SAID PARALLEL LINE); THENCE SOUTH 37 DEGREES 40 MINUTES 27 SECONDS EAST, 155.53 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID PARCEL CONVEYED TO THE COUNTY OF COOK, SAID LINE ALSO BEING 24.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF VACATED WEST OHIO STREET EXTENDED EAST, AND SAID POINT BEING 507.03 FEET EAST OF THE CENTER LINE OF VACATED NORTH DESPLAINES STREET (AS MEASURED ON SAID

PARALLEL LINE); THENCE SOUTH 89 DEGREES 56 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH AND PARALLEL LINE, A DISTANCE OF 64.94 FEET TO SAID WESTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 37 DEGREES 07 MINUTES 06 SECONDS EAST, ALONG EXISTING DOCK LINE, A DISTANCE OF 227.31 FEET; THENCE SOUTH 24 DEGREES 48 MINUTES 40 SECONDS EAST, ALONG EXISTING DOCK LINE, A DISTANCE OF 134.495 FEET TO THE NORTHERLY LINE OF WEST GRAND AVENUE AS OPENED PER ORDINANCE ASSESSMENT CONFIRMED OCTOBER 4, 1858; THENCE SOUTH 84 DEGREES 13 MINUTES 57 SECONDS WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 410.755 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 61, SAID POINT BEING 0.21 FEET NORTH OF THE SOUTHEAST CORNER OF BLOCK 61 AFORESAID; THENCE NORTH 37 DEGREES 50 MINUTES 12 SECONDS WEST, 124.95 FEET; THENCE NORTH 35 DEGREES 55 MINUTES 14 SECOND WEST, 43.64 FEET; THENCE NORTH 31 DEGREES 11 MINUTES 11 SECONDS WEST, 73.17 FEET; THENCE NORTH 34 DEGREES 39 MINUTES 25 SECONDS WEST, 72.23 FEET; THENCE NORTH 35 DEGREES 29 MINUTES 36 SECONDS WEST, 50.02 FEET; THENCE NORTH 32 DEGREES 07 MINUTES 06 SECOND WEST, 50.55 FEET; THENCE NORTH 29 DEGREES 59 MINUTES 40 SECONDS WEST, 21.27 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF EASEMENT ACQUIRED FOR HIGHWAY PURPOSES FOR HIGHWAY FEEDER AS SHOWN ON PLAT OF SURVEY RECORDED UNDER DOCUMENT NUMBER 17859455, SAID POINT OF INTERSECTION BEING 68.89 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF THE AFORESAID BLOCK 61; THENCE SOUTH 89 DEGREES 57 MINUTES 08 SECONDS EAST, 61.48 FEET, ALONG SAID SOUTH LINE OF AFORESAID EASEMENT TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM THE HEREINABOVE DESIGNATED POINT OF BEGINNING, TO A POINT ON THE NORTHERLY LINE OF SAID WEST GRAND AVENUE AS OPENED PER ORDINANCE ASSESSMENT CONFIRMED OCTOBER 4,

1858, SAID POINT BEING 80.71 FEET EASTERLY (AS MEASURED ALONG SAID NORTHERLY LINE) OF THE EAST LINE OF SAID BLOCK 61; THENCE NORTH 37 DEGREES 18 MINUTES 05 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 496.97 FEET TO THE AFORESAID SOUTHEASTERLY LINE OF WEST ERIE STREET AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL C:

THAT PART OF BLOCKS 61, 62 AND 69 TOGETHER WITH THE VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 69 AFORESAID; THENCE SOUTH 38 DEGREES 33 MINUTES 12.5 SECONDS EAST, ALONG THE WESTERLY TERMINUS OF VACATED NORTH DESPLAINES STREET PER DOCUMENT NUMBER 9426724, A DISTANCE OF 128.04 FEET TO A POINT WHICH IS 420 FEET SOUTH OF THE

NORTHWEST CORNER OF SAID BLOCK 62; THENCE SOUTH 89 DEGREES 53 MINUTES 20 SECONDS EAST, 7.22 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 61; THENCE SOUTH 37 DEGREES 27 MINUTES 51 SECONDS EAST, 175.725 FEET; THENCE SOUTH 38 DEGREES 22 MINUTES 20 SECONDS EAST, 50.92 FEET; THENCE SOUTH 41 DEGREES 35 MINUTES 58 SECONDS EAST, 50.47 FEET; THENCE SOUTH 43 DEGREES 55 MINUTES 53 SECONDS EAST, 59.065 FEET; THENCE SOUTH 38 DEGREES 55 MINUTES 51 SECONDS EAST, 52.635 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID BLOCK 61, SAID POINT OF INTERSECTION BEING 254.41 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK, AS MEASURED ALONG SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 53 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE OF BLOCK 61, A DISTANCE OF 63.55 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK; THENCE NORTH 0 DEGREES 14 MINUTES 28 SECONDS EAST, ALONG THE EAST LINE OF SAID BLOCK 61, A DISTANCE OF 0.21 FEET; THENCE NORTH 37 DEGREES 50 MINUTES 12 SECONDS WEST, 124.95 FEET; THENCE NORTH 35 DEGREES 55 MINUTES 14 SECONDS WEST, 43.64 FEET; THENCE NORTH 31 DEGREES 11 MINUTES 11 SECONDS WEST, 73.17 FEET; THENCE NORTH 34 DEGREES 39 MINUTES 25 SECONDS WEST, 72.23 FEET; THENCE NORTH 35 DEGREES 29 MINUTES 36 SECONDS WEST, 50.02 FEET; THENCE NORTH 32 DEGREES 07 MINUTES 06 SECONDS WEST, 50.55 FEET; THENCE NORTH 29 DEGREES 59 MINUTES 40 SECONDS WEST, 21.27 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF EASEMENT ACQUIRED FOR HIGHWAY PURPOSES FOR HIGHWAY FEEDER AS SHOWN ON PLAT OF SURVEY RECORDED UNDER DOCUMENT NUMBER 17859455, SAID POINT OF INTERSECTION BEING 68.89 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF THE AFORESAID BLOCK 61; THENCE SOUTH 89 DEGREES 57 MINUTES 08 SECONDS EAST, 61.48 FEET, ALONG SAID SOUTH LINE OF AFORESAID EASEMENT TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT ON THE SOUTHEASTERLY LINE OF WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682, SAID POINT BEING 223.81 FEET NORTHEASTERLY OF THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY LINE WITH THE NORTH LINE OF BLOCK 69 AFORESAID (AS MEASURED ON SAID SOUTHEASTERLY LINE), TO A POINT ON THE NORTHERLY LINE OF WEST GRAND AVENUE AS OPENED PER ORDINANCE ASSESSMENT CONFIRMED OCTOBER 4, 1858, SAID POINT BEING 80.71 FEET EASTERLY (AS MEASURED ALONG SAID NORTHERLY LINE) OF THE EAST LINE OF SAID BLOCK 61; THENCE NORTH 37 DEGREES 18 MINUTES 05 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 346.97 FEET; THENCE SOUTH 52 DEGREES 41 MINUTES 55 SECONDS WEST, 45.10 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 05 SECONDS WEST, 175.07 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTHEASTERLY LINE OF WEST ERIE STREET, THENCE SOUTH 81 DEGREES 45 MINUTES 28 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE 115.27 FEET TO THE POINT OF INTERSECTION WITH A LINE 25 FEET SOUTHWEST OF AND PARALLEL WITH, AS MEASURED PERPENDICULARLY THERETO, THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S I.C.C. SPUR TRACK NO. 44; THENCE SOUTH 37 DEGREES 25 MINUTES 17 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 328.44 FEET, TO A

POINT ON THE NORTH LINE OF THE SOUTH 67.50 FEET OF SAID BLOCK 69; THENCE NORTH 89 DEGREES 56 MINUTES 12 SECONDS WEST, ALONG SAID NORTH LINE A DISTANCE OF 56.76 FEET TO A POINT WHICH IS 112.02 FEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE EAST LINE OF SAID BLOCK 69; THENCE SOUTH 37 DEGREES 17 MINUTES 32 SECONDS EAST, A DISTANCE OF 84.92 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID BLOCK 69, SAID POINT OF INTERSECTION BEING 60.57 FEET WEST OF THE HEREINABOVE DESIGNATED PLACE OF BEGINNING AS MEASURED ALONG SAID SOUTH LINE OF BLOCK 69; THENCE SOUTH 89 DEGREES 56 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH LINE 60.57 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS; (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL C OF THE DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO CHICAGO TRIBUNE COMPANY RECORDED MAY 29, 1980 AS DOCUMENT 25470402 - PARCEL P HEREIN AND EXCEPTING THEREFROM ALL THAT PART AND PORTION WHICH LIES BELOW FROM A PLANE 32 FEET ABOVE CHICAGO CITY DATUM).

PARCEL D:

THAT PART OF BLOCK 61 TOGETHER WITH THAT PART OF VACATED ALLEYS ADJOINING SAID BLOCK IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 61; THENCE NORTH 0 DEGREES 06 MINUTES 15 SECONDS EAST, ALONG THE WEST LINE OF SAID BLOCK, 300.15 FEET TO A POINT WHICH IS 420 FEET SOUTH OF THE NORTHWEST CORNER OF BLOCK 62 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9 AFORESAID; THENCE SOUTH 89 DEGREES 53 MINUTES 20 SECONDS EAST, 7.22 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 61; THENCE SOUTH 37 DEGREES 27 MINUTES 51 SECONDS EAST, 175.725 FEET; THENCE SOUTH 38 DEGREES 22 MINUTES 20 SECONDS EAST, 50.92 FEET; THENCE SOUTH 41 DEGREES 35 MINUTES 58 SECONDS EAST, 50.47 FEET; THENCE SOUTH 43 DEGREES 55 MINUTES 53 SECONDS EAST, 59.065 FEET; THENCE SOUTH 38 DEGREES 55 MINUTES 51 SECONDS EAST, 52.635 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SOUTH BLOCK 61, SAID POINT OF INTERSECTION BEING 254.41 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE HEREINABOVE DESIGNATED PLACE OF BEGINNING; THENCE NORTH 89 DEGREES 53 MINUTES 20 SECONDS WEST, 254.41 FEET ALONG SAID SOUTH LINE, BEING ALSO THE NORTH LINE OF WEST GRAND AVENUE, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL E:

THAT PART OF BLOCK 69 TOGETHER WITH THAT PART OF ADJOINING VACATED WEST ERIE STREET IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682, SAID POINT BEING 223.81 FEET NORTHEASTERLY OF THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY LINE WITH THE NORTH LINE OF BLOCK 69 AFORESAID (AS MEASURED ALONG SAID SOUTHEASTERLY LINE); THENCE SOUTH 37 DEGREES 18 MINUTES 05 SECONDS EAST ALONG A LINE DRAWN FROM THE HEREINABOVE DESIGNATED POINT OF BEGINNING, TO A POINT ON THE NORTHERLY LINE OF WEST GRAND AVENUE AS OPENED PER ORDINANCE ASSESSMENT CONFIRMED OCTOBER 4, 1858, SAID POINT BEING 80.71 FEET (AS MEASURED ALONG SAID NORTHERLY LINE) EASTERLY OF BLOCK 61 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, AFORESAID, A DISTANCE OF 150 FEET; THENCE SOUTH 52 DEGREES 41 MINUTES 55 SECONDS WEST 45.10 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 05 SECONDS WEST, 175.07 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTHEASTERLY LINE OF RELOCATED WEST ERIE STREET; THENCE NORTH 81 DEGREES 45 MINUTES 28 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE OF RELOCATED WEST ERIE STREET, 51.59 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL C OF THE DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO CHICAGO TRIBUNE COMPANY RECORDED MAY 29, 1980 AS DOCUMENT 25470402 - PARCEL P HEREIN AND EXCEPTING THEREFROM ALL THAT PART AND PORTION WHICH LIES BELOW AN INCLINED PLANE WHICH IS 32 FEET ABOVE CHICAGO CITY DATUM ALONG THE SOUTHEASTERLY LINE OF THE PREMISES IMMEDIATELY HEREINABOVE DESCRIBED AND 26.80 FEET ABOVE CHICAGO CITY DATUM ALONG A LINE WHICH IS PARALLEL WITH AND 150 FEET DISTANCE NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID SOUTHEASTERLY LINE OF SAID PREMISES AND A HORIZONTAL PLANE WHICH IS 26.80 FEET ABOVE CHICAGO CITY DATUM AND NORTHWESTERLY OF SAID NORTHWESTERLY PARALLEL LINE TO THE SOUTHEASTERLY LINE OF SAID RELOCATED WEST ERIE STREET).

PARCEL F:

THAT PART OF BLOCKS 68, 77 AND 78, TOGETHER WITH THAT PART OF THE VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS::

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 77; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF NORTH HALSTED STREET, 464.44 FEET TO A POINT WHICH IS 556.74 FEET SOUTH (AS MEASURED ALONG SAID EAST LINE OF HALSTED STREET) OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF BLOCK 79 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9 AFORESAID); THENCE NORTH 3 DEGREES 18 MINUTES 38 SECONDS EAST, ALONG THE EASTERLY LINE OF PERMANENT EASEMENT GRANTED TO CITY OF CHICAGO PER DOCUMENT

NUMBER 20408926, A DISTANCE OF 255.66 FEET TO A POINT 14.76 FEET EAST OF AND AT RIGHT ANGLES TO THE EAST LINE OF HALSTED STREET AFORESAID AND 301.57 FEET SOUTH (AS MEASURED ALONG SAID EAST LINE OF HALSTED STREET) OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79); THENCE NORTH 0 DEGREES 14 MINUTES 59 SECONDS WEST, 60.05 FEET; THENCE SOUTH 26 DEGREES 47 MINUTES 46 SECONDS EAST, A DISTANCE OF 145.39 FEET TO THE POINT OF INTERSECTION WITH A LINE 650 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 77, SAID POINT ALSO BEING 80.23 FEET EAST OF THE EAST LINE OF SAID EAST LINE OF NORTH HALSTED STREET AND 25 FEET SOUTHWESTERLY OF (BY RIGHT ANGLES MEASURE) THE CENTER LINE OF CHICAGO NORTHWESTERN RAILWAY COMPANY'S I.C.C. SPUR TRACK NO. 44; THENCE SOUTH 25 DEGREES 29 MINUTES 17 SECONDS EAST, ALONG A LINE 25 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID CENTER LINE OF SPUR TRACK NO. 44, A DISTANCE OF 29.87 FEET TO A POINT OF TANGENCY WITH A CURVED LINE; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 2415 FEET, A DISTANCE OF 502.99 FEET; THENCE SOUTH 37 DEGREES 25 MINUTES 17 SECONDS EAST, ALONG A LINE 25 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SPUR TRACK NO. 44 AFORESAID, A DISTANCE OF 245.14 FEET TO A POINT ON THE NORTHWESTERLY LINE OF WEST ERIE STREET, AS RELOCATED PER DOCUMENT NUMBER 18526682 RECORDED JULY 9, 1962; THENCE SOUTH 81 DEGREES 45 MINUTES 28 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE OF ERIE STREET, 6.84 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 68; THENCE NORTH 89 DEGREES 57 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 77 AND ITS EASTERLY EXTENSION, A DISTANCE OF 497.42 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 77 AND POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL G:

THAT PART OF BLOCKS 68, 77, 78 AND 79, TOGETHER WITH THE VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, IN BLOCK 79 AFORESAID, THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 79 A DISTANCE OF 158.998 FEET; THENCE SOUTH 37 DEGREES 18 MINUTES 35 SECONDS EAST, 106.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 14 MINUTES 59 SECONDS EAST, 138.012 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT WHICH IS 650 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 77, AND 80.23 FEET EAST OF THE WEST LINE OF BLOCK 78 AFORESAID TO A POINT ON THE WEST LINE OF BLOCK 79 AFORESAID, 212.863 FEET SOUTH OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING A LINE 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79); THENCE SOUTH 26 DEGREES 47 MINUTES 46 SECONDS EAST, ALONG THE LAST DESCRIBED

LINE, A DISTANCE OF 33.68 FEET, TO THE POINT OF INTERSECTION WITH A LINE 650 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 77, SAID POINT BEING ALSO 80.23 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET AND 25 FEET SOUTHWESTERLY OF (BY RIGHT ANGLES MEASURE) THE CENTER LINE OF THE CHICAGO NORTHWESTERN RAILWAY COMPANY'S I.C.C. SPUR TRACK NO. 44; THENCE SOUTH 25 DEGREES 29 MINUTES 17 SECONDS EAST, ALONG A LINE 25 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID CENTER LINE OF SPUR TRACK NO. 44, A DISTANCE OF 29.87 FEET TO A POINT OF TANGENCY WITH A CURVED LINE; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 2415 FEET, A DISTANCE OF 502.99 FEET; THENCE SOUTH 37 DEGREES 25 MINUTES 17 SECONDS EAST, ALONG A LINE 25 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SPUR TRACK NO. 44 AFORESAID, A DISTANCE OF 245.14 FEET TO A POINT ON THE NORTHWESTERLY LINE OF WEST ERIE STREET, AS RELOCATED PER DOCUMENT NUMBER 18526682 RECORDED JULY 9, 1962; THENCE NORTH 81 DEGREES 45 MINUTES 28 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE OF ERIE STREET, 115.42 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 35 SECONDS WEST, 150 FEET, THENCE NORTH 52 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 45.16 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM THE HEREINABOVE POINT OF BEGINNING, TO A POINT ON SAID NORTHWESTERLY LINE OF WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682, SAID POINT BEING 173.565 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID BLOCK 68, AS MEASURED ALONG SAID NORTHWESTERLY LINE; THENCE NORTH 37 DEGREES 18 MINUTES 35 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 822.28 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS; (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL A OF THE DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO CHICAGO TRIBUNE COMPANY RECORDED MAY 29, 1980 AS DOCUMENT 25470402 - PARCEL N HEREIN AND EXCEPTING THEREFROM ALL THAT PART AND PORTION WHICH LIES BELOW A HORIZONTAL PLANE 33.50 FEET ABOVE CHICAGO CITY DATUM).

PARCEL H:

THAT PART OF BLOCKS 78, 79 AND THAT PART OF VACATED WEST SUPERIOR STREET LYING BETWEEN SAID BLOCKS IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, IN BLOCK 79 AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 79 A DISTANCE OF 158.998 FEET; THENCE SOUTH 37 DEGREES 18 MINUTES 35 SECONDS EAST, 23.172 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 37 DEGREES 18 MINUTES 35 SECONDS EAST, A DISTANCE OF 82.968 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES 59 SECONDS EAST, 138.012 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT WHICH IS 650 FEET NORTH OF THE SOUTH LINE OF BLOCK 77 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO, IN SAID

SECTION 9, AND 80.23 FEET EAST OF THE WEST LINE OF BLOCK 78 AFORESAID, TO A POINT ON THE WEST LINE OF SAID BLOCK 79, SAID POINT BEING 212.863 FEET SOUTH OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING A LINE 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79); THENCE NORTH 26 DEGREES 47 MINUTES 46 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 111.876 FEET, THENCE NORTH 0 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 104.142 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL A OF THE DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO CHICAGO TRIBUNE COMPANY RECORDED MAY 29, 1980 AS DOCUMENT 25470402 - PARCEL N HEREIN AND EXCEPTING THEREFROM ALL THAT PART AND PORTION WHICH LIES BELOW A HORIZONTAL PLANE WHICH IS 28.60 FEET ABOVE CHICAGO CITY DATUM).

PARCEL I:

THAT PART OF BLOCK 79 AND THE VACATED ALLEY IN SAID BLOCK IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST CHICAGO AVENUE (BEING A LINE 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79), WITH THE WEST LINE OF SAID BLOCK 79 (ALSO BEING THE EAST LINE OF NORTH HALSTED STREET); THENCE EAST ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE AFORESAID, 278.41 FEET; THENCE SOUTH 84 DEGREES 06 MINUTES 38 SECONDS WEST, 115.17 FEET TO A POINT 11.66 FEET SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST CHICAGO AVENUE AND 163.83 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 89 DEGREES 49 MINUTES 11 SECONDS WEST, 107.48 FEET TO A POINT 11.85 FEET SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST CHICAGO AVENUE AND 56.35 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 50 DEGREES 39 MINUTES 51 SECONDS WEST, 55.23 FEET TO A POINT 46.78 FEET SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST CHICAGO AVENUE AND 13.65 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 0 DEGREES 14 MINUTES 59 SECONDS EAST, 90.65 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 35 SECONDS WEST, A DISTANCE OF 23.172 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID BLOCK 79 (ALSO BEING THE EAST LINE OF NORTH HALSTED STREET); THENCE NORTH ALONG THE WEST LINE OF SAID BLOCK 79, A DISTANCE OF 118.998 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL J:

THAT PART OF BLOCK 79 AND THAT PART OF VACATED WEST SUPERIOR STREET IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK 79 (ALSO BEING THE EAST LINE OF NORTH HALSTED STREET) 158.998 FEET (AS MEASURED ALONG SAID LINE) SOUTH OF THE NORTHWEST CORNER OF LOT 7 IN SAID BLOCK; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE OF BLOCK 79, A DISTANCE OF 93.865 FEET; THENCE SOUTH 26 DEGREES 47 MINUTES 46 SECONDS EAST, A DISTANCE OF 32.11 FEET; THENCE NORTH 0 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 104.142 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 35 SECONDS WEST, A DISTANCE OF 23.172 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; (EXCEPTING THEREFROM ALL THAT PART AND PORTION WHICH LIES BELOW A HORIZONTAL PLANE WHICH IS 28.60 FEET ABOVE CHICAGO CITY DATUM).

PARCEL K:

THAT PART OF BLOCKS 78 AND 79, TOGETHER WITH THAT PART OF VACATED WEST SUPERIOR STREET IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NORTH HALSTED STREET, SAID POINT BEING 464.44 FEET (AS MEASURED ALONG SAID EAST LINE) NORTH OF THE SOUTHWEST CORNER OF BLOCK 77 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO, IN SECTION 9 AFORESAID, AND ALSO BEING 556.74 FEET (AS MEASURED ALONG SAID EAST LINE) SOUTH OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE BEING 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF BLOCK 79 AFORESAID); THENCE NORTH 3 DEGREES 18 MINUTES 38 SECONDS EAST, ALONG THE EASTERLY LINE OF PERMANENT EASEMENT GRANTED TO THE CITY OF CHICAGO PER DOCUMENT NUMBER 20408926, A DISTANCE OF 255.66 FEET TO A POINT 14.76 FEET EAST OF AND AT RIGHT ANGLES TO THE EAST LINE OF NORTH HALSTED STREET AFORESAID AND 301.57 FEET SOUTH (AS MEASURED ALONG SAID EAST LINE OF NORTH HALSTED STREET) OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79); THENCE NORTH 0 DEGREES 14 MINUTES 59 SECONDS WEST, ALONG SAID EASTERLY LINE, 60.05 FEET; THENCE NORTH 26 DEGREES 47 MINUTES 46 SECONDS WEST, A DISTANCE OF 32.11 FEET TO THE POINT OF INTERSECTION WITH SAID EAST LINE OF NORTH HALSTED STREET, SAID POINT ALSO BEING 212.863 FEET (AS MEASURED ALONG SAID EAST LINE OF NORTH HALSTED STREET) SOUTH OF THE SOUTH LINE OF WEST CHICAGO AVENUE AFORESAID; THENCE SOUTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, ALONG SAID

EAST LINE OF NORTH HALSTED STREET, 343.877 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL L:

THAT PART OF BLOCK 68 TOGETHER WITH PART OF VACATED NORTH PUTMAN STREET IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF WEST ERIE STREET, AS RELOCATED PER DOCUMENT NUMBER 18526682, SAID POINT OF INTERSECTION BEING 115.42 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF BLOCK 68 AFORESAID (AS MEASURED ALONG SAID NORTHWESTERLY LINE); THENCE NORTH 37 DEGREES 18 MINUTES 35 SECONDS WEST, 150 FEET; THENCE NORTH 52 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 45.16 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT WHICH IS 51.68 FEET NORTHEASTERLY (AS MEASURED ALONG SAID NORTHWESTERLY LINE OF RELOCATED WEST ERIE STREET) OF THE HEREINABOVE POINT OF BEGINNING, TO A POINT ON THE WEST LINE OF BLOCK 79 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9 AFORESAID, SAID POINT BEING 212.863 FEET SOUTH OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING A LINE 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79); THENCE SOUTH 37 DEGREES 18 MINUTES 35 SECONDS EAST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 175.10 FEET TO THE POINT OF INTERSECTION WITH SAID NORTHWESTERLY LINE OF RELOCATED WEST ERIE STREET, THENCE SOUTH 81 DEGREES 45 MINUTES 28 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF RELOCATED WEST ERIE STREET, 51.68 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS; (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL A OF THE DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO CHICAGO TRIBUNE COMPANY RECORDED MAY 29, 1980 AS DOCUMENT 25470402 - PARCEL N HEREIN AND EXCEPTING THEREFROM ALL THAT PART AND PORTION WHICH LIES BELOW AN INCLINED PLANE WHICH IS 33.50 FEET ABOVE CHICAGO CITY DATUM ALONG THE NORTHWESTERLY LINE OF THE PREMISES IMMEDIATELY HEREINABOVE DESCRIBED AND 26.80 FEET ABOVE CHICAGO CITY DATUM ALONG A LINE WHICH IS PARALLEL WITH AND DISTANT 150 FEET SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM SAID NORTHWESTERLY LINE OF SAID PREMISES AND A HORIZONTAL PLANE WHICH IS 26.80 FEET ABOVE CHICAGO CITY DATUM SOUTHEASTERLY OF SAID SOUTHEASTERLY PARALLEL LINE TO THE NORTHWESTERLY LINE OF RELOCATED WEST ERIE STREET AFORESAID).

PARCEL M:

THAT PART OF WEST ERIE STREET, AS DEDICATED BY ORDINANCE PASSED OCTOBER 10, 1870, AND RECORDED JULY 9, 1962 AS DOCUMENT 18526682,

BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 8 IN BLOCK 68 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO; THENCE NORTH 81 DEGREES 45 MINUTES 28 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF WEST ERIE STREET AFORESAID, 173.56 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING; THENCE CONTINUING NORTH 81 DEGREES 45 MINUTES 28 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE, 256.51 FEET TO THE PRESENT DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 28 DEGREES 30 MINUTES 22 SECONDS EAST, ALONG SAID DOCK LINE, 8.47 FEET; THENCE SOUTH 30 DEGREES 38 MINUTES 08 SECONDS EAST, 60.82 FEET; THENCE SOUTH 37 DEGREES 22 MINUTES 06 SECONDS EAST, ALONG SAID DOCK LINE, 18.105 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF WEST ERIE STREET AFORESAID; THENCE SOUTH 81 DEGREES 45 MINUTES 28 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, 246.98 FEET; THENCE NORTH 37 DEGREES 17 MINUTES 54 SECONDS WEST, 91.52 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL N:

A STRIP OF LAND 32.00 FEET IN WIDTH (AS MEASURED PERPENDICULARLY THERETO) LYING NORTHERLY OF THE NORTHERLY LINE OF WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682 AND LYING ENTIRELY SOUTHWESTERLY OF A "LINE A" DRAWN FROM A POINT ON SAID NORTHERLY LINE OF WEST ERIE STREET, SAID POINT BEING 173.565 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF BLOCK 68 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO A POINT ON THE WEST LINE OF BLOCK 79 IN SAID ADDITION 118.998 FEET SOUTH OF THE SOUTH LINE OF WEST CHICAGO AVENUE (BEING A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79); THE NORTHERLY TERMINUS OF SAID STRIP OF LAND BEING A LINE DESCRIBED AS COMMENCING AT A POINT ON SAID "LINE A", 47.30 FEET SOUTHEASTERLY (AS MEASURED ALONG SAID "LINE A") OF THE POINT OF INTERSECTION OF SAID "LINE A" WITH THE WEST LINE OF BLOCK 79 AFORESAID AND FORMING AN ANGLE WITH SAID "LINE A" FROM SOUTHEAST TO SOUTH OF 8 DEGREES 54 MINUTES 35.2 SECONDS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL O

A STRIP OF LAND 32.00 FEET IN WIDTH (AS MEASURED PERPENDICULARLY THERETO) LYING ENTIRELY WITHIN WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682 AND LYING SOUTHWESTERLY OF A LINE DRAWN FROM A POINT ON THE NORTHERLY LINE OF SAID RELOCATED WEST ERIE STREET 173.565 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF BLOCK 68 IN RUSSELL, MATHER AND ROBERTS ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO A POINT ON THE SOUTHERLY LINE OF SAID RELOCATED WEST ERIE STREET 223.81

FEET NORTHEASTERLY OF THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE WITH THE NORTH LINE OF BLOCK 69 IN SAID ADDITION, ALL IN COOK COUNTY, ILLINOIS

PARCEL P

A STRIP OF LAND 32.00 FEET IN WIDTH (AS MEASURED PERPENDICULARLY THERETO) LYING SOUTHERLY OF THE SOUTHERLY LINE OF WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682 AND LYING ENTIRELY SOUTHWESTERLY OF A "LINE B" DRAWN FROM A POINT ON SAID SOUTHERLY LINE OF WEST ERIE STREET, SAID POINT BEING 223.81 FEET NORTHEASTERLY OF THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE WITH THE NORTHERLY LINE OF BLOCK 69 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO A POINT ON THE NORTHERLY LINE OF WEST GRAND AVENUE AS OPENED PER ORDINANCE ASSESSMENT CONFIRMED OCTOBER 4, 1858, SAID POINT BEING 80.71 FEET (AS MEASURED ALONG SAID NORTHERLY LINE) EASTERLY OF THE EAST LINE OF BLOCK 61 IN SAID ADDITION THE SOUTHERLY TERMINUS OF SAID STRIP OF LAND BEING A LINE DESCRIBED AS COMMENCING AT A POINT ON SAID "LINE B" 439.83 FEET (AS MEASURED ALONG SAID "LINE B") NORTHWESTERLY OF THE NORTHERLY LINE OF WEST GRAND AVENUE, AFORESAID AND FORMING AN ANGLE WITH SAID "LINE B" FROM NORTHWEST TO WEST OF 52 DEGREES 38 MINUTES 07.3 SECONDS, ALL IN COOK COUNTY, ILLINOIS

Exhibit "C-2".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Temporary Project Site.

The Project Site (Temporary) is at the Medinah Temple located at 600 N. Wabash Avenue, Chicago, IL.

Exhibit "D".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Permanent Project Concept Design Documents.

(Page 1 of 11)

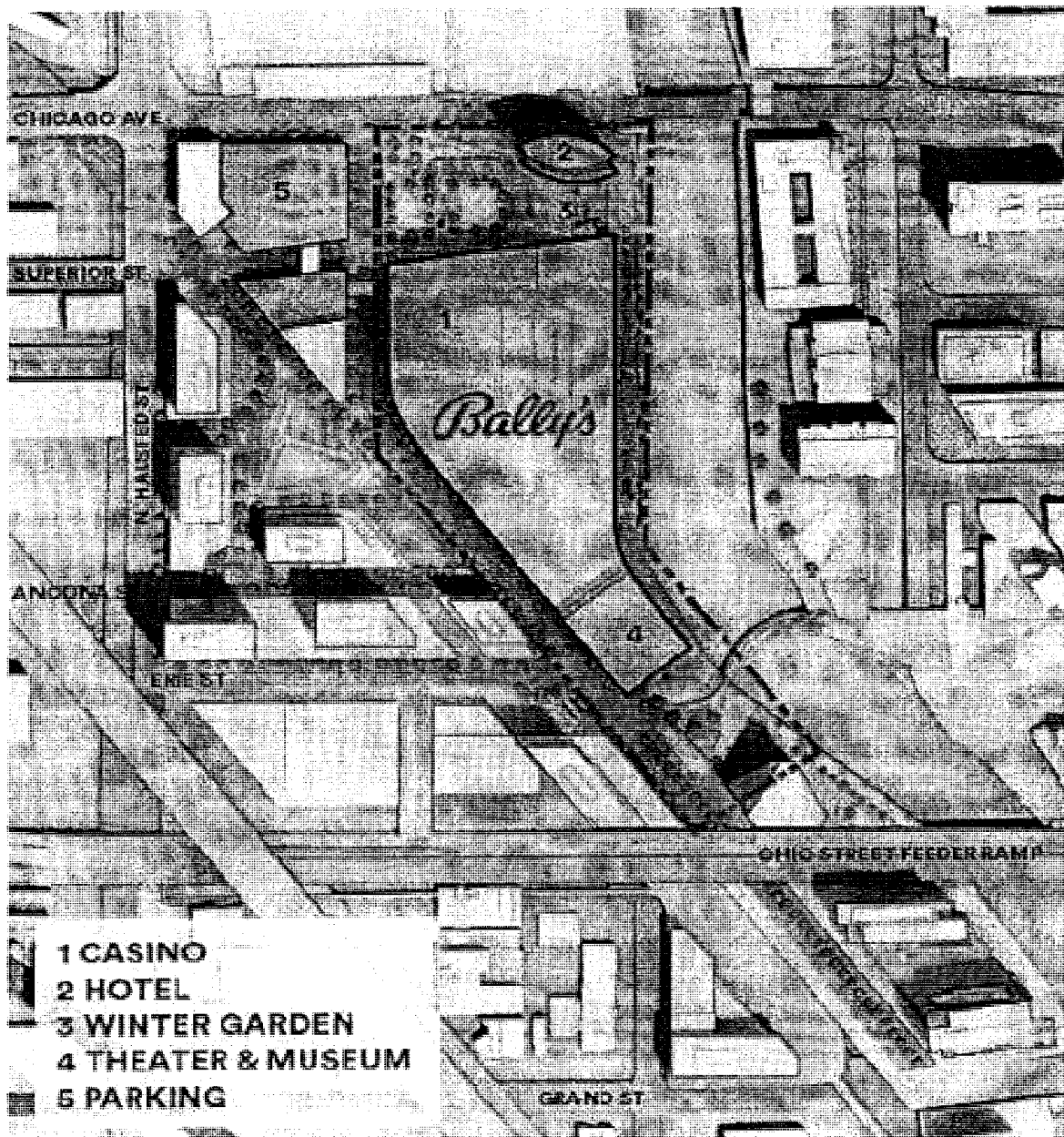
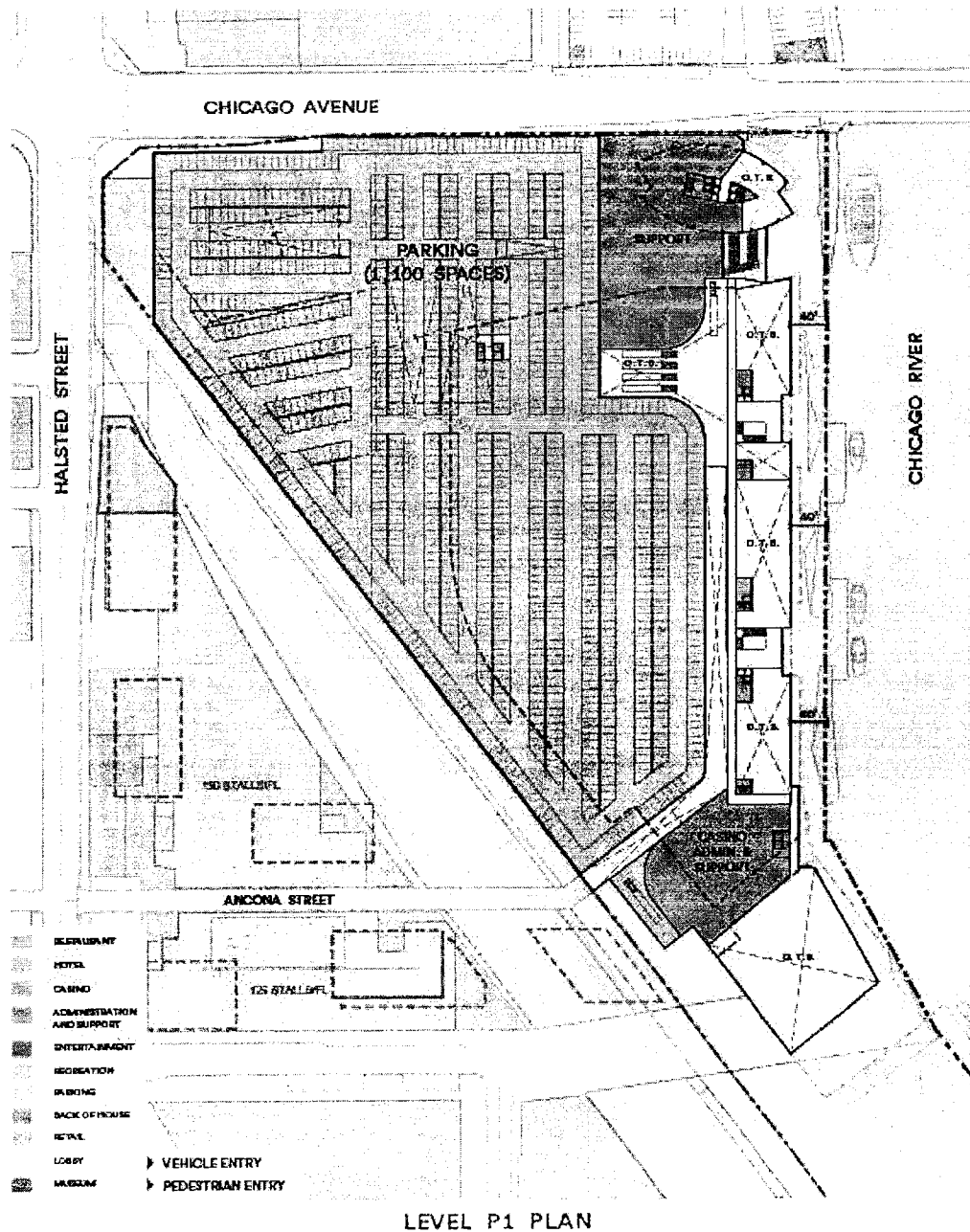


Exhibit "D".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

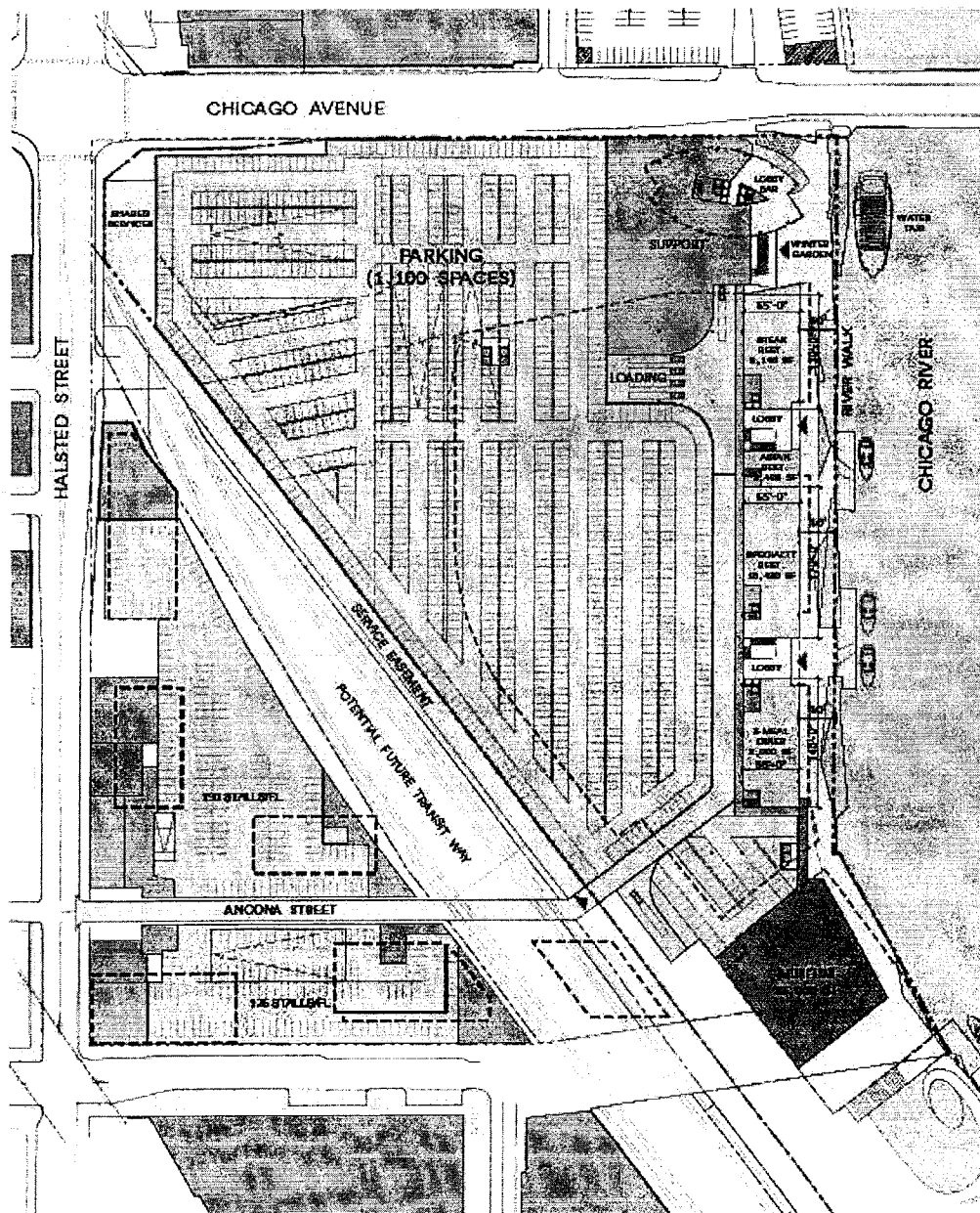
Permanent Project Concept Design Documents.
(Page 2 of 11)



* Design documents are conceptual and subject to change upon further review and approval by Developer and various departments, agencies and commissions of the City.

Exhibit "D".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Permanent Project Concept Design Documents.
(Page 3 of 11)



LEVEL P2 PLAN

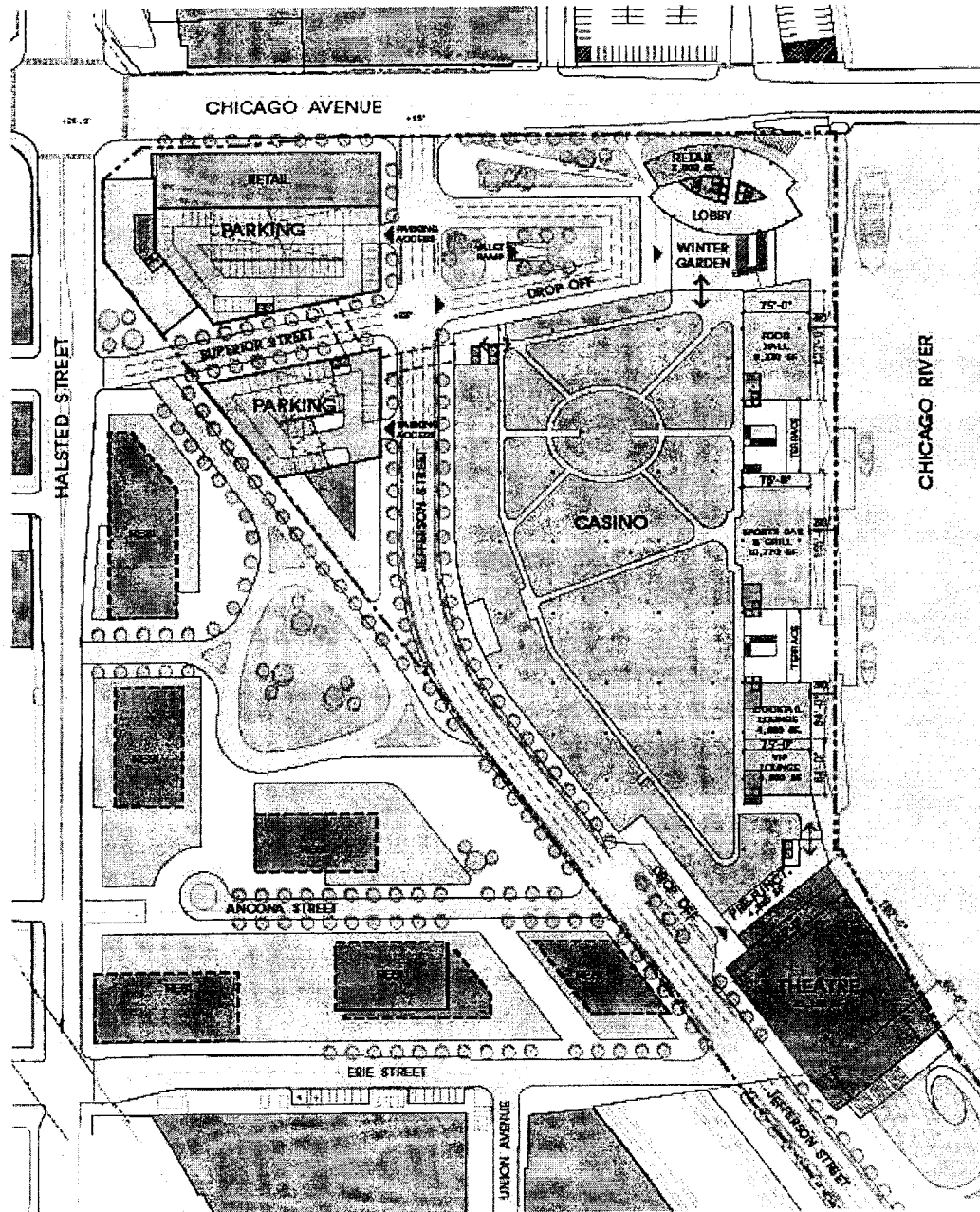
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Exhibit "D".

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Permanent Project Concept Design Documents.

(Page 4 of 11)

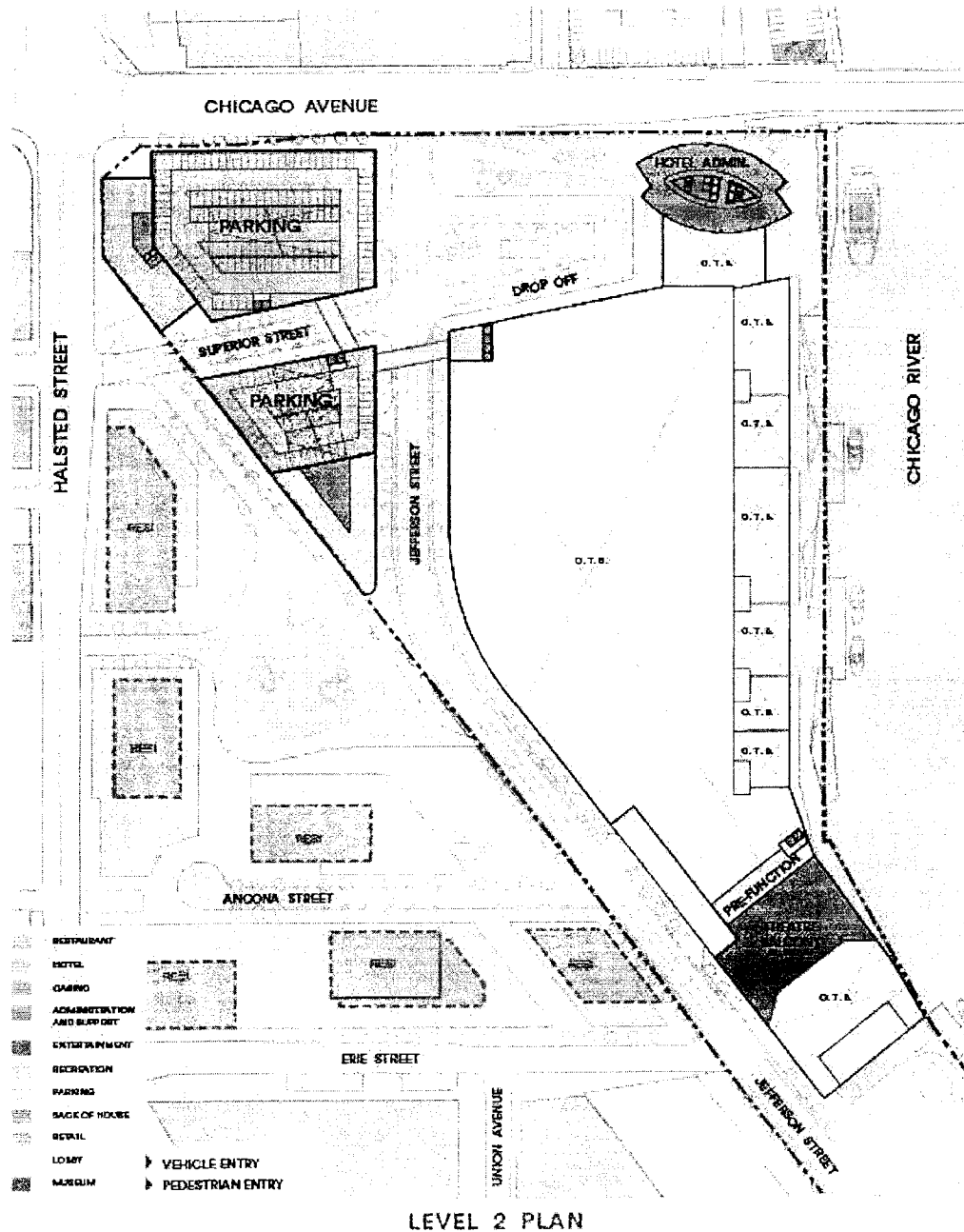


CASINO LEVEL PLAN

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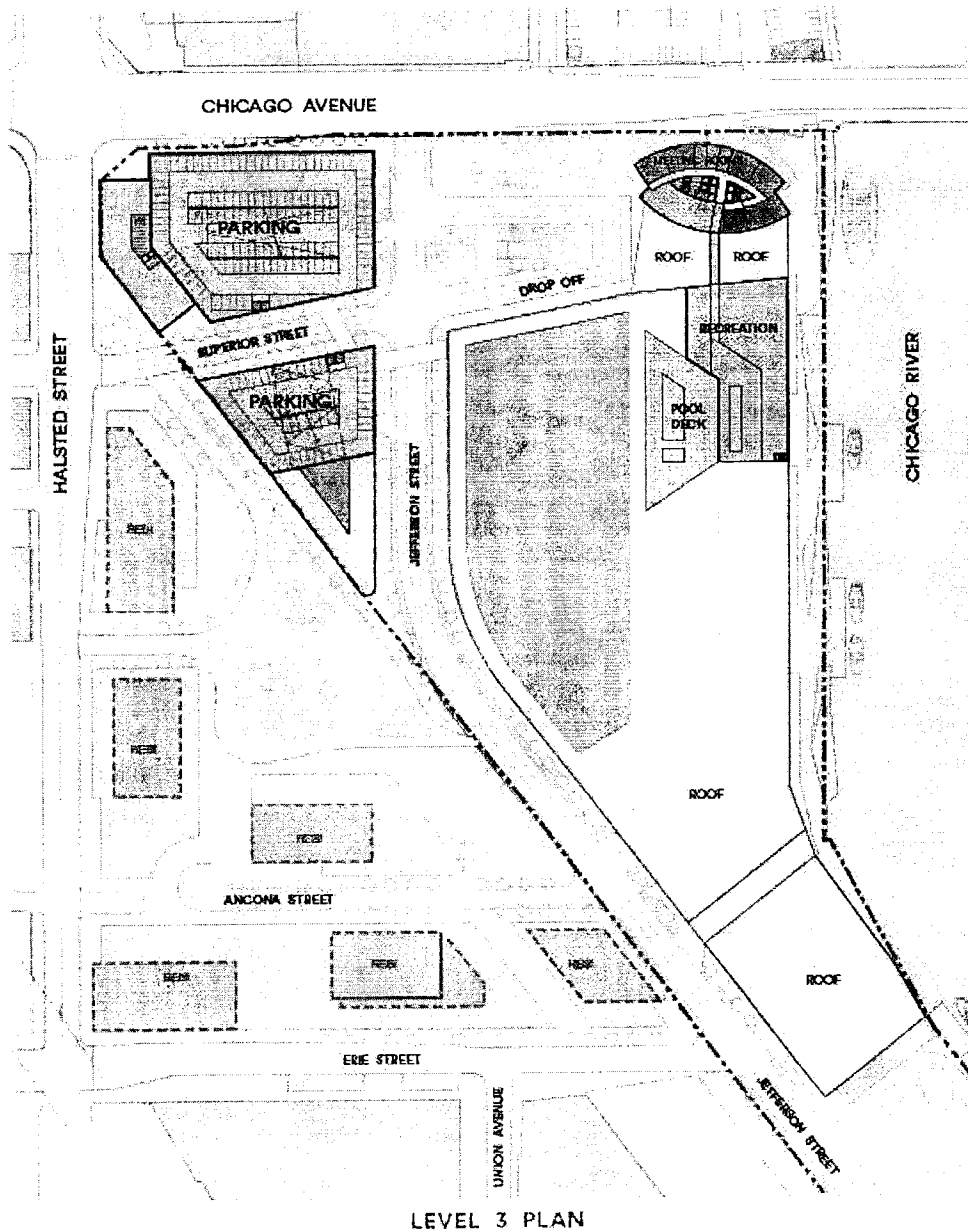
*Permanent Project Concept Design Documents.
(Page 5 of 11)*

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Exhibit "D".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Permanent Project Concept Design Documents.
(Page 6 of 11)



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 (To Host Community Agreement With Bally's Chicago Operating Company LLC)

Permanent Project Concept Design Documents.
 (Page 7 of 11)

ROOF TOP LOUNGE PLAN
 (LEVEL 37)



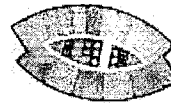
ROOF TOP LOUNGE PLAN
 (LEVEL 36)



PREMIER SUITES FLOOR PLAN
 (LEVEL 35)



SUPER SUITES FLOOR PLAN
 (LEVELS 33-34)



TYPICAL SUITES FLOOR PLAN
 (LEVELS 16-32)



TYPICAL HOTEL FLOOR PLAN
 (LEVELS 4-15)

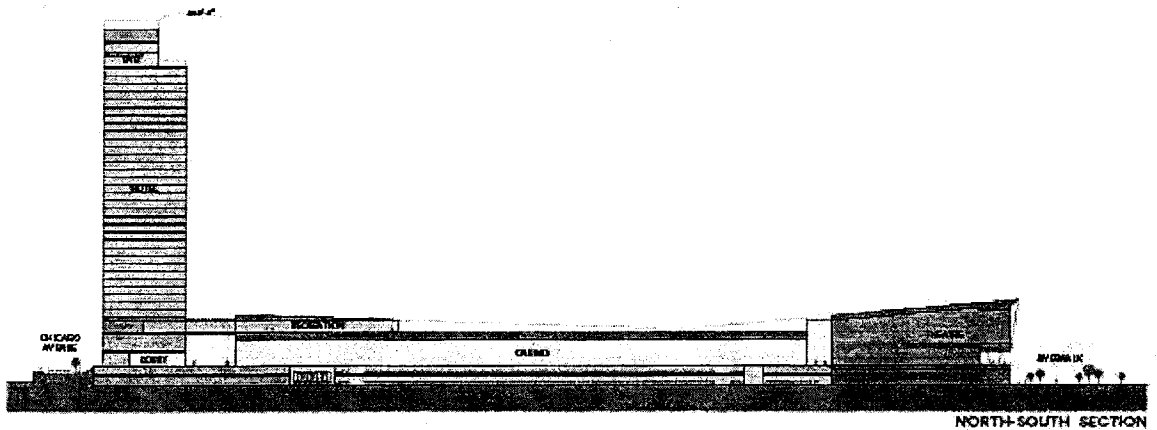
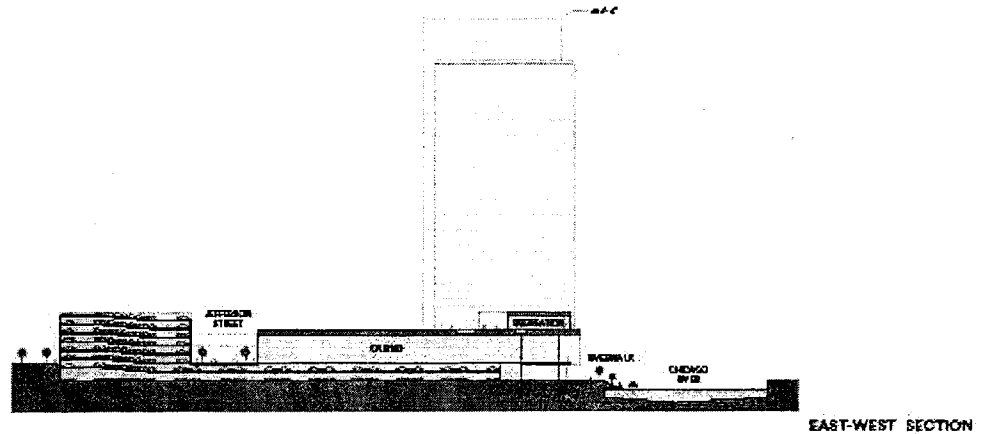


LEVELS 4-37 PLANS

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Exhibit "D".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

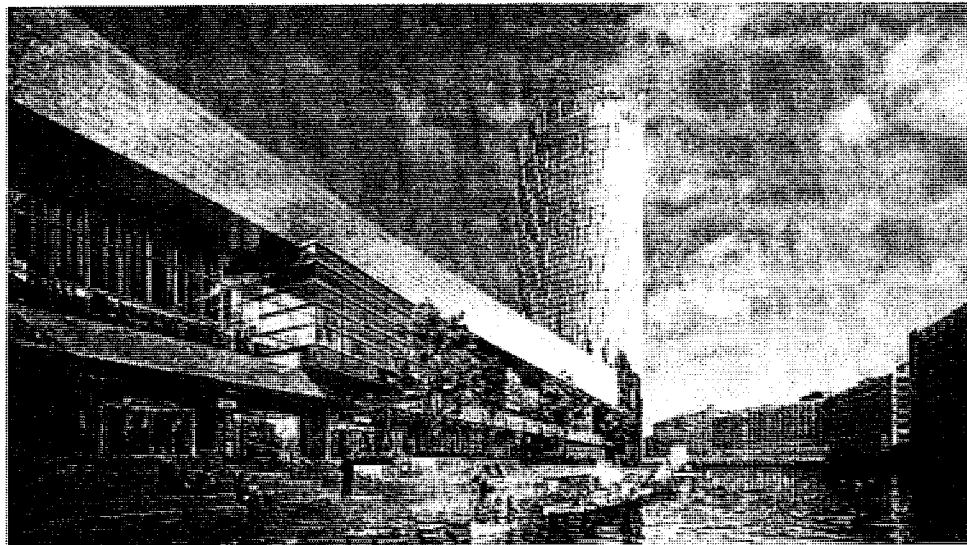
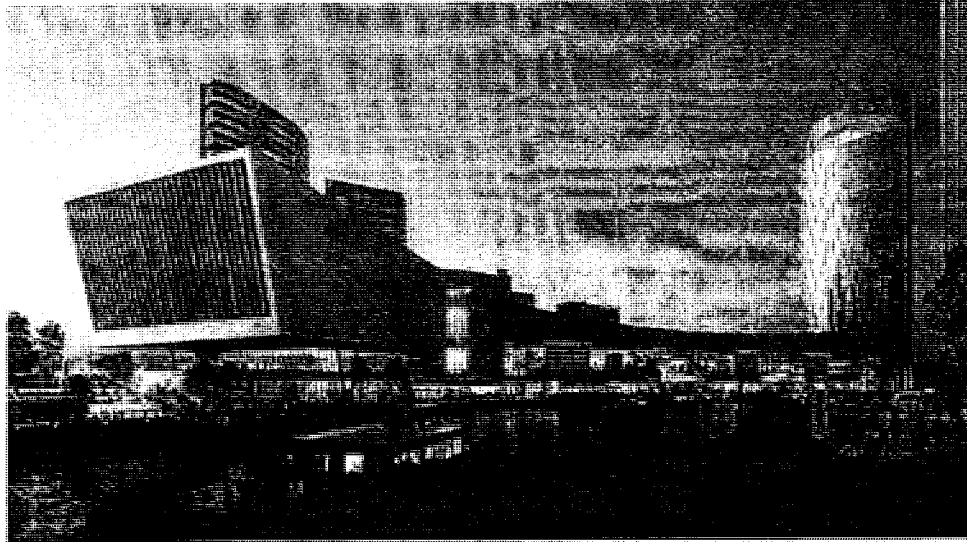
Permanent Project Concept Design Documents.
(Page 8 of 11)



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Exhibit "D".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

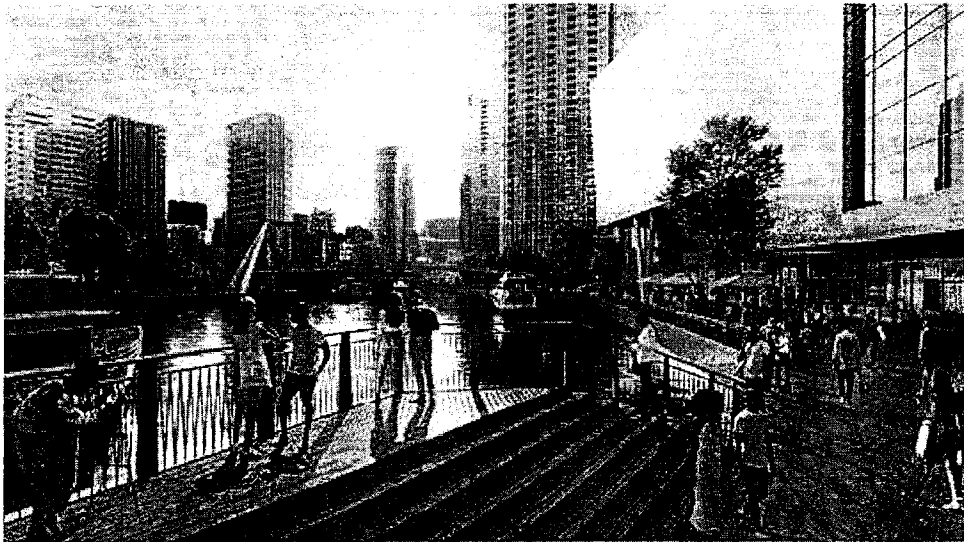
Permanent Project Concept Design Documents.
(Page 9 of 11)



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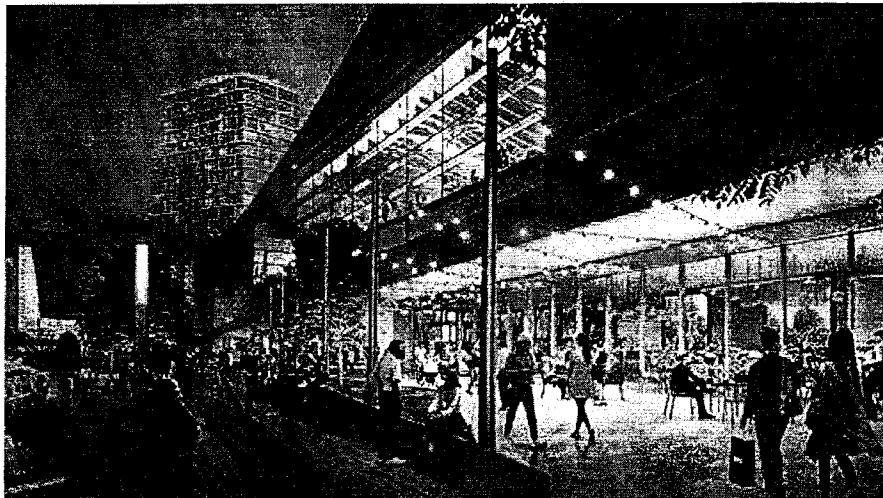
Permanent Project Concept Design Documents.
(Page 10 of 11)



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Exhibit "D".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Permanent Project Concept Design Documents.
(Page 11 of 11)

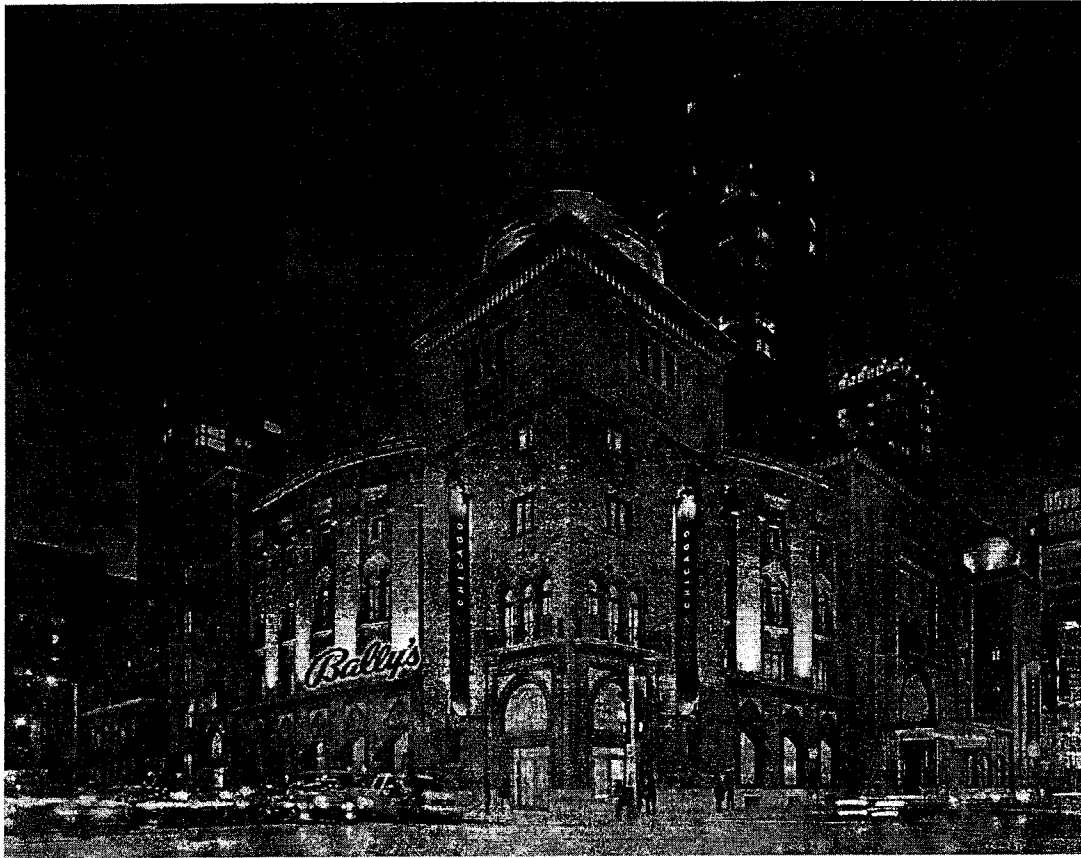


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Exhibit "D".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Temporary Project Concept Design Documents.
(Page 1 of 6)



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Exhibit "D".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Temporary Project Concept Design Documents.
(Page 2 of 6)



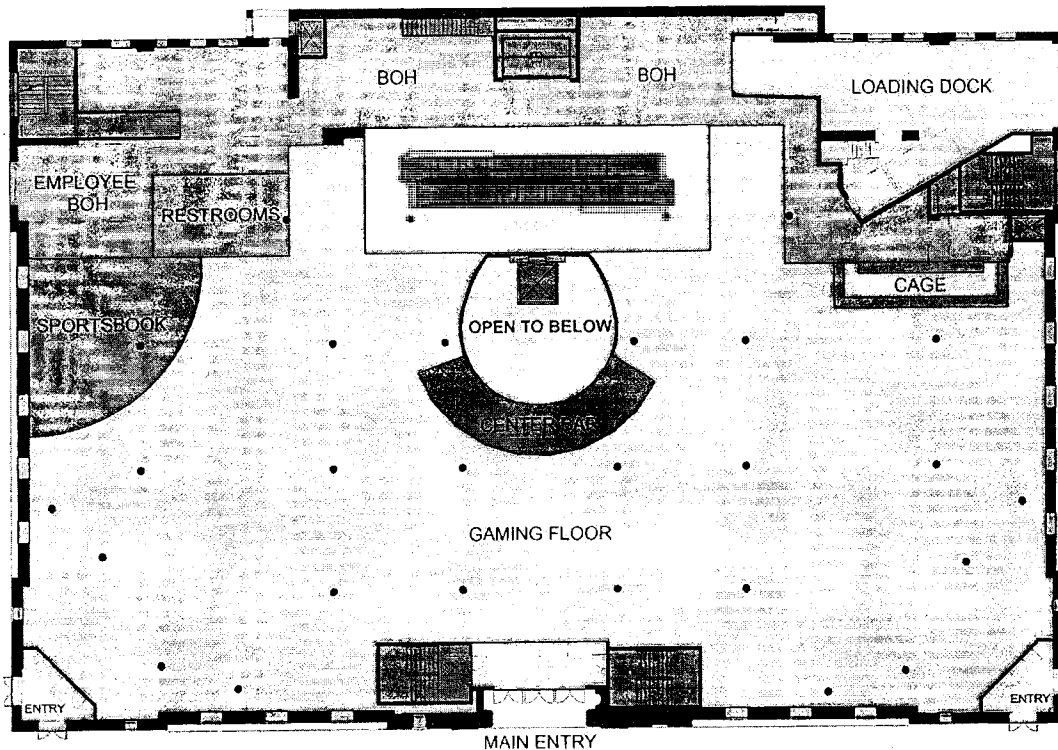
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Exhibit "D".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Temporary Project Concept Design Documents.
(Page 3 of 6)

PROPOSED FLOORPLAN - 1ST FLOOR



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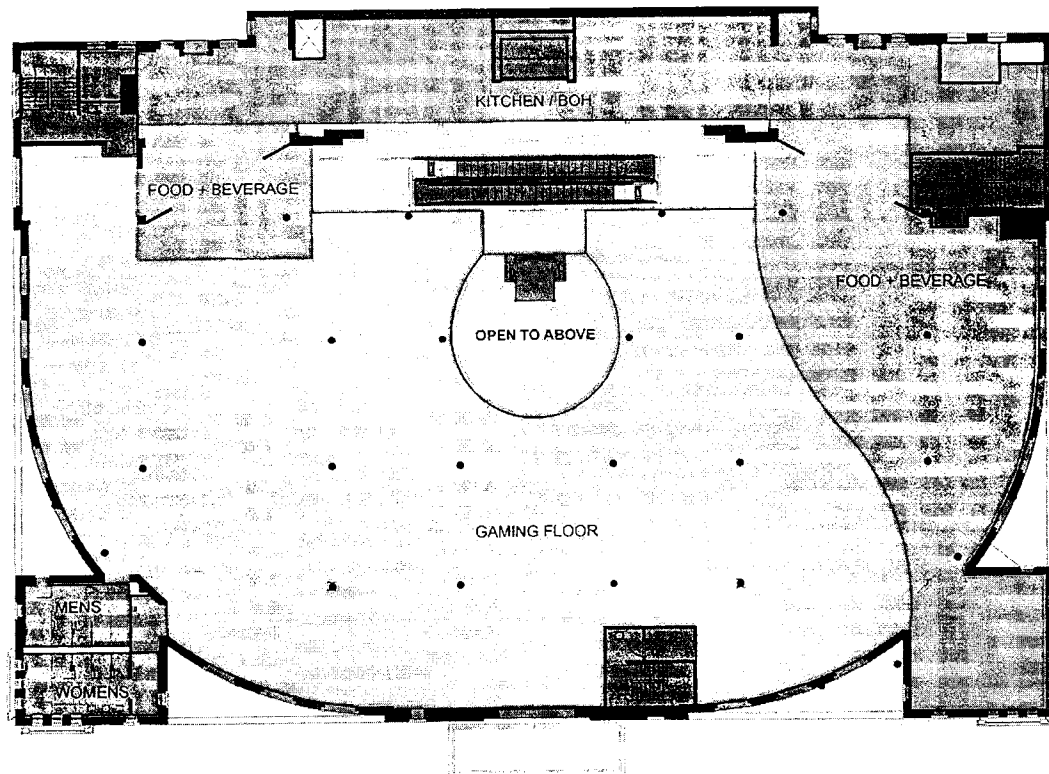
Exhibit "D".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Temporary Project Concept Design Documents.

(Page 4 of 6)

PROPOSED FLOORPLAN - 2ND FLOOR



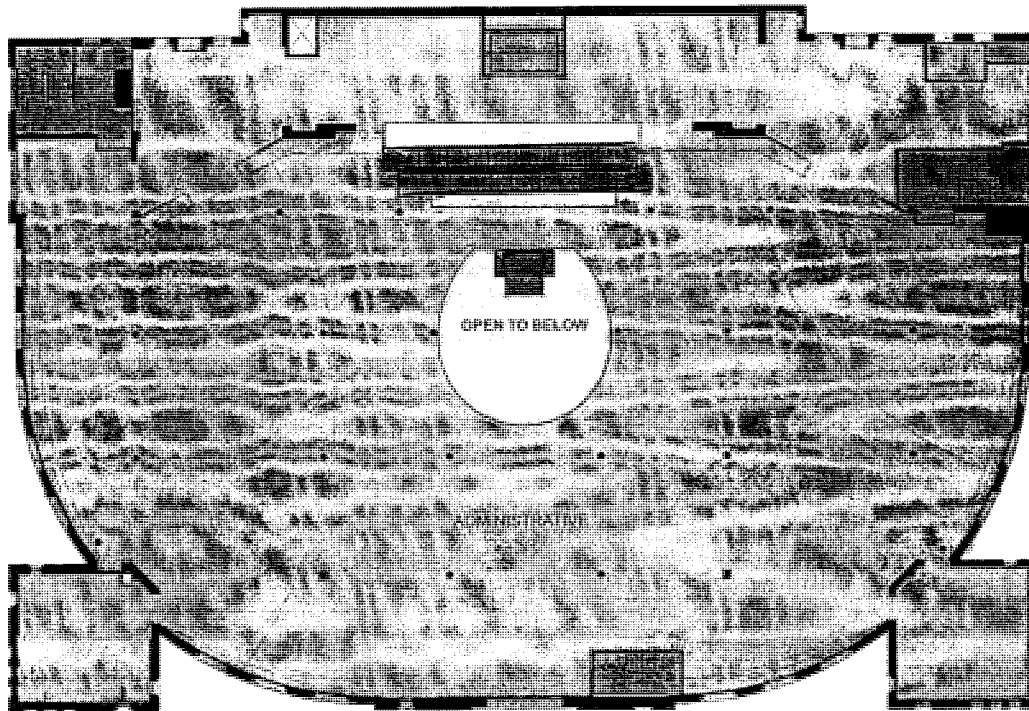
* Design documents are conceptual and subject to change upon further review and approval by Developer and various departments, agencies and commissions of the City.

Exhibit "D".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Temporary Project Concept Design Documents.
(Page 5 of 6)

PROPOSED FLOORPLAN - 3RD FLOOR



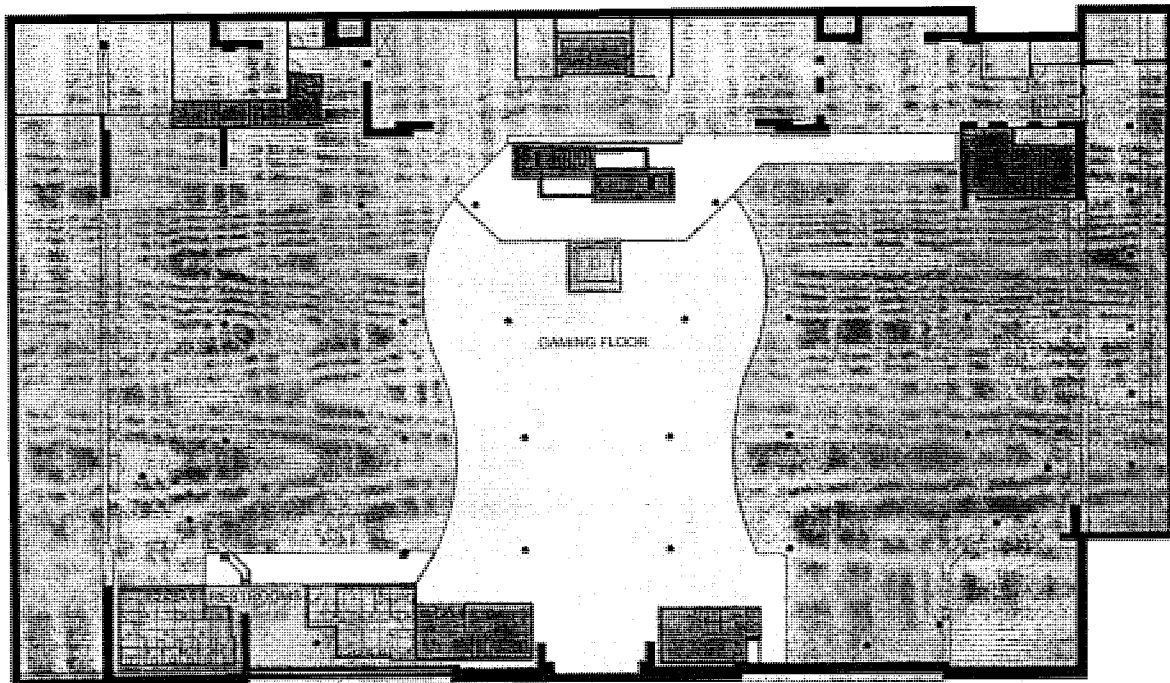
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Exhibit "D".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Temporary Project Concept Design Documents.
(Page 6 of 6)

PROPOSED FLOORPLAN - LOWER LEVEL



* Design documents are conceptual and subject to change upon further review and approval by Developer and various departments, agencies and commissions of the City.

Exhibit "E".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Form Of Casino Manager Transfer Restriction Agreement.

This Transfer Restriction Agreement ("**TRA**") is made as of this ____ day of _____, 20__, by _____ limited liability company ("**Casino Manager**"), having its office at _____ to and for the benefit of the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (the "**City**"). The Casino Manager and the City shall be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. On June 28, 2019, the Governor of the State of Illinois (the "**State**") signed into law Public Act 101-0031, which public act significantly expanded gaming throughout the State by, among other things, amending the Illinois Gambling Act, 230 ILCS 10/1 et seq., as amended from time to time (the "**Act**") and authorizing the Illinois Sports Wagering Act, 230 ILCS 45/25 et seq., as amended from time to time (the "**Sports Wagering Act**").

B. _____, an Illinois limited liability company (the "**Developer**") and the City have executed that certain Host Community Agreement dated _____, 20__, as the same may from time to time be amended ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain a casino, including all buildings, hotel structures, recreational or entertainment facilities, restaurants or other dining facilities, bars and lounges, retail stores or other amenities, back office facilities and improvements developed, constructed, used or maintained by Developer in connection with the casino (the "**Project**").

C. Casino Manager will be engaged by Developer to provide casino resort development and management services to Developer pursuant to the terms of a Management Agreement to be entered into between the Developer and Casino Manager, as the same may from time to time be amended ("**Management Agreement**").

D. Casino Manager, by virtue of entering into the Management Agreement with Developer, will benefit from the financial success of Developer.

E. The City is relying upon Developer and the Casino Manager in the exercise of their respective skill, judgment, reputation and discretion with respect to the Project.

F. The execution and delivery of this TRA is required under the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, Casino Manager, acknowledging that, but for the execution and delivery of this TRA, the City would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. Without first obtaining the prior written consent of the City, the Casino Manager shall not permit or engage in the following transfers (each a "**Restricted Transfer**"):

- (a) consummate a sale of all or substantially all of its assets;
- (b) consummate a merger or consolidation with any other corporation or entity, other than a merger or consolidation which would result in the voting securities of the Casino Manager outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into the voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of the Casino Manager or such surviving entity outstanding immediately after such merger or consolidation;
- (c) liquidate all or substantially all of its assets;
- (d) (i) change its ownership through a transaction or a series of related transactions, such that any person or entity is or becomes the beneficial owner, directly or indirectly, of securities in the Casino Manager representing more than fifty percent (50%) of either the combined voting power of the voting securities or the economic interests of the Casino Manager, or (ii) otherwise allow or experience a change in Control of the Casino Manager; or
- (e) transfer, whether by assignment or otherwise, the Management Agreement.

2. Nothing contained in this TRA shall prevent (i) the delegation of certain duties and responsibilities regarding the Project to third parties so long as (x) such delegation is ordinary and customary in the casino industry, and (y) the Casino Manager remains the primary provider of overall services and continues to exercise ultimate operational control over the Project, (ii) a pledge or a grant of a security interest by the Casino Manager of its assets, ownership interests or its direct or indirect interest in Developer or the Management Agreement to one or more an institutional lender(s), provided that the prior written consent of the City shall be required if any such institutional lenders in the exercise of their remedies desires to affect a Restricted Transfer, and (iii) the Board from authorizing the appointment of an interim casino manager under the Act.

3. The procedure for obtaining approval of a Restricted Transfer by the City under this TRA shall be as follows:

(a) Casino Manager shall notify the City as promptly as practicable upon Casino Manager becoming aware of any Restricted Transfer or proposed Restricted Transfer. The City shall have a period of thirty (30) calendar days to consider a Restricted Transfer after a written request for approval of such Restricted Transfer has been provided to the City by the Casino Manager. If the City fails to take any action concerning a proposed Restricted Transfer within such 30-day period, the Restricted Transfer shall be deemed to have been approved. The Casino Manager shall provide the City with such information as the City may reasonably request regarding such Restricted Transfer to the extent that such information is either in possession of the Casino Manager or reasonably accessible by it. Pursuant to the request of either Party, the Casino Manager and the City agree to meet and confer during the review process to discuss any proposed Restricted Transfer.

(b) [Intentionally Omitted].

(c) In the event that the City shall withhold approval of any Restricted Transfer, such withholding of approval shall be in writing and shall set forth with reasonable specificity each of the reasons why such approval has been withheld. In the event that the Casino Manager disputes the withholding of such approval, then the Casino Manager shall have the right to invoke the dispute resolution provisions set forth in this TRA.

4. Each Party hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this TRA and consummate the transactions contemplated hereby; and

(b) the execution and delivery of this TRA and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("**Governing Instruments**") and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) does not require the approval or consent of any federal, state, county or municipal governmental authority, agency or instrumentality, including the City, State or the United States and all executive, legislative, judicial and administrative departments and bodies thereof (each a "**Governmental Authority**") having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, the Act, the Sports Wagering Act, and all laws, ordinances, statutes, executive orders, rules, zoning requirements and agreements of any Governmental Authority that are applicable to the acquisition, remediation, renovation, demolition, development, construction and operation of the

Project, including all required permits, approvals and rules, guidelines or restrictions enacted or imposed by Governmental Authorities, but only to the extent that such laws, ordinances, statutes, executive orders, zoning requirements, agreements, permits, approvals, rules, guidelines and restrictions are valid and binding on Casino Manager (the "**Government Requirements**"), agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition, financial or otherwise, or in the results of operations or business affairs of the Casino Manager and its subsidiaries, considered as one enterprise; and

(c) a true, complete and accurate copy of the Casino Manager's operating agreement dated _____ is attached hereto as Exhibit E-1.

5. Each Party covenants with the other Party as follows:

(a) none of the representations and warranties of such Party in this TRA contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein, in the light of the circumstances under which they were made, not misleading.

(b) Casino Manager shall give notice to the City promptly upon the occurrence of any Event of Default (hereinafter defined). Each notice pursuant to this subparagraph shall be accompanied by a statement setting forth details of the Event of Default referred to therein and stating what action Casino Manager proposes to take with respect thereto.

(c) the Casino Manager agrees, upon the reasonable request of the City, to do any act or execute any additional documents as may be reasonably required by the City to accomplish or further confirm the provisions of this TRA.

6. The City may declare Casino Manager to be in default under this TRA upon the occurrence of any of the following events ("**Events of Default**"):

(a) If Casino Manager fails to comply with any material covenants and agreements made by it in this TRA (other than those specifically described in any other subparagraph of this paragraph 6) and such noncompliance continues for fifteen (15) days after written notice from the City, provided, however, that if any such noncompliance is reasonably susceptible of being cured within thirty (30) days, but cannot with due diligence be cured within fifteen (15) days, and if Casino Manager commences to cure any noncompliance within said fifteen (15) days and diligently prosecutes the cure to completion, then Casino Manager shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within thirty (30) days of the first notice of such default to Casino Manager;

(b) If any representation or warranty made by Casino Manager hereunder was false or misleading in any material respect as of the time made;

(c) If any of the following events occur with respect to Casino Manager: (i) by order of a court of competent jurisdiction, a receiver, liquidator or trustee of Casino Manager or of any of the property of Casino Manager (other than non-material property and with respect to which the appointment hereinafter referred to would not materially adversely affect the financial condition of Casino Manager) shall be appointed and shall not have been discharged within ninety (90) days; (ii) a petition in bankruptcy, insolvency proceeding or petition for reorganization shall have been filed against Casino Manager and same is not withdrawn, dismissed, canceled or terminated within ninety (90) days; (iii) Casino Manager is adjudicated bankrupt or insolvent or a petition for reorganization is granted (without regard for any grace period provided for herein); (iv) if there is an attachment or sequestration of any of the property of Casino Manager and same is not discharged or bonded over within ninety (90) days; (v) if Casino Manager files or consents to the filing of any petition in bankruptcy or commences or consents to the commencement of any proceeding under the Federal Bankruptcy Code or any other law, now or hereafter in effect, relating to the reorganization of Casino Manager or the arrangement or readjustment of the debts of Casino Manager; or (vi) if Casino Manager shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver, trustee or liquidator of Casino Manager or of all or any material part of its property; or

(d) If Casino Manager ceases to do business or terminates its business for any reason whatsoever or shall cause or institute any proceeding for the dissolution of Casino Manager, unless the City has first approved a successor Casino Manager pursuant to the terms of this TRA.

7. Remedies:

(a) Upon an Event of Default, the City shall have the right if it so elects to: (i) any and all remedies available at law or in equity; or (ii) institute and prosecute proceedings to enforce in whole or in part the specific performance of this TRA by Casino Manager, or to enjoin or restrain Casino Manager from commencing or continuing said breach, or to cause by injunction Casino Manager to correct and cure said breach or threatened breach without the need to post any bond therefor. None of the remedies enumerated herein is exclusive and nothing herein shall be construed as prohibiting the City from pursuing any other remedies at law, in equity or otherwise available to it under this TRA, including seeking damages for breach of this Agreement.

(b) In the event that the City shall fail to honor any of its obligations under this TRA, the Casino Manager shall have the same remedies that the City has under paragraph 7(a) of this TRA.

(c) The rights and remedies of each Party whether provided by law or by this TRA, shall be cumulative, and the exercise by a Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by a Party shall apply to obligations beyond those expressly waived in writing.

8. If any of the provisions of this TRA, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this TRA, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this TRA shall be valid and enforceable to the fullest extent permitted by law.

9. This writing is intended by the Parties as a final expression of this TRA, and is intended to constitute a complete and exclusive statement of the terms of the agreement among the Parties. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this TRA. No amendment, modification, termination or waiver of any provision of this TRA, shall in any event be effective unless the same shall be in writing and signed by the City and Casino Manager, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver shall be implied from the City's delay in exercising or failing to exercise any right or remedy against Developer or any Restricted Party in connection with any transfer restriction imposed on Developer or any Restricted Party under the Agreement or any other Transfer Restriction Agreement.

10. Notices shall be given as follows:

(a) Any notice, demand or other communication which any Party may desire or may be required to give to any other Party hereto shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "e-mail") addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to City:	Mayor
	City of Chicago
	121 N. LaSalle Street, 5 th Floor
	Chicago, Illinois 60602

with copies to: Corporation Counsel
City of Chicago
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602

If to Casino
Manager:

with copies to:

(b) Any such notice, demand or communication shall be deemed delivered and effective upon the actual delivery.

11. Time is of the essence in performance of this TRA by the City and the Casino Manager.

12. The terms of this TRA shall bind and benefit the legal representatives, successors and assigns of the City and Casino Manager; provided, however, that Casino Manager may not assign this TRA, or assign or delegate any of its rights or obligations under this TRA, without the prior written consent of the City in each instance.

13. This TRA shall be governed by, and construed in accordance with, the local laws of the State without application of its law of conflicts principles.

14. Submission to Jurisdiction.

(a) The Parties expressly agree that the sole and exclusive place, status and forum of this TRA shall be the City. All actions and legal proceedings which in any way relate to this TRA shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City. It is the express intention of the Parties that the exclusive venue of all legal actions and procedures of any nature whatsoever which related in any way to this TRA shall be the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois (the "**Court**").

(b) If at any time during the Term, the Casino Manager is not a resident of the State or has no officer, director, employee, or agent thereof available for service of process as a resident of the State, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the State, the Casino Manager or its assignee hereby designates the Secretary of State of the State of Illinois, as its agent for the service of process in any court action between it and the City or arising out of or relating to this TRA and such service shall be made as provided by the laws of the State for service upon a non-resident.

15. Casino Manager acknowledges that it expects to derive a benefit as a result of the Agreement because of its relationship to Developer, and that it is executing this TRA in consideration of that anticipated benefit.

CITY OF CHICAGO, ILLINOIS, a municipal
corporation

By: _____
Its: _____

_____ limited liability
company

By: _____
Its: _____

Exhibit "F".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Form Of Restricted Party Transfer Restriction Agreement.¹

This Transfer Restriction Agreement ("**TRA**") is made as of this ____ day of _____, 20__, by _____ ("**Restricted Party**"), having its office at _____ to and for the benefit of the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (the "**City**"). The Restricted Party and the City shall be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. On June 28, 2019, the Governor of the State of Illinois signed into law Public Act 101-0031, which public act significantly expanded gaming throughout the State by, among other things, amending the Illinois Gambling Act, 230 ILCS 10/1 et seq., as amended from time to time and authorizing the Illinois Sports Wagering Act, 230 ILCS 45/25 et seq., as amended from time to time.

B. Bally's Chicago Operating Company, LLC, an Illinois limited liability company (the "**Developer**"), and the City have executed that certain Host Community Agreement dated _____, 2022, as the same may from time to time be amended ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain a casino, including all buildings, hotel structures, recreational or entertainment facilities, restaurants or other dining facilities, bars and lounges, retail stores or other amenities, back office facilities and improvements developed, constructed, used or maintained by Developer in connection with the casino (the "**Project**").

C. Casino Manager will be engaged by Developer to provide casino resort development and management services to Developer pursuant to the terms of a Management Agreement to be entered into between the Developer and Casino Manager, as the same may from time to time be amended ("**Management Agreement**").

D. The Restricted Party, as a direct or indirect owner of Developer or the Casino Manager who is not a Passive Investor as defined in the Agreement, will benefit from the financial success of Developer or Casino Manager.

¹ Certain provisions of this Agreement will need to be modified for the Restricted Parties who are individuals.

E. The City is relying upon Developer or the Casino Manager and the Restricted Party and their respective subsidiaries in the exercise of their respective skill, judgment, reputation and discretion with respect to the Project.

F. The execution and delivery of this TRA is required under the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, the Restricted Party, acknowledging that, but for the execution and delivery of this TRA, the City would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. Without first obtaining the prior written consent of the City, the Restricted Party shall not, whether by operation of law or otherwise, take action within its control to effect or consent to the following transfers (each a "**Restricted Transfer**"):

(a) consummate a sale, transfer or assignment of all or substantially all of its assets or its Direct or Indirect Interest in the Developer or Casino Manager;

(b) consummate a merger or consolidation with any other corporation or entity, other than a merger or consolidation which would result in the voting securities of the Restricted Party outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into the voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of the Restricted Party or such surviving entity outstanding immediately after such merger or consolidation;

(c) liquidate all or substantially all of its assets or its ownership interest in the Developer or Casino Manager; or

(d) change its ownership through a transaction or a series of related transactions, such that any person or entity is or becomes the beneficial owner, directly or indirectly, of securities in the Restricted Party representing more than fifty percent (50%) of the combined voting power of the voting securities of the Restricted Party.

Notwithstanding any provision to the contrary set forth in this TRA, this TRA shall terminate in the event that (i) Developer or Casino Manager or its successor(s) successfully completes an initial public offering of its securities so that it becomes a Publicly Traded Corporation and its securities are traded on NASDAQ or the New York Stock Exchange, or (ii) Restricted Party ceases to be a Restricted Party.

A Restricted Party other than an institutional investor, institutional lender of Developer or Casino Manager, or a Publicly Traded Corporation shall (i) place a legend on its ownership

certificate, if any, or include in its organizational documents, a transfer restriction requiring the owners of such Restricted Party to comply with the terms of this TRA, and (ii) either enforce such provision or acknowledge that the City is a third party beneficiary of such provision and may enforce such provision in its own name.

2. Nothing contained in this TRA shall prevent a (i) Restricted Transfer (other than a transfer by Bally's Corporation or a subsidiary or other Person Controlled by Bally's Corporation of its Direct or Indirect Interest in the Developer or Casino Manager to a Person not a subsidiary of Bally's Corporation) to a Permitted Transferee (hereinafter defined); or (ii) pledge or grant of a security interest by the Restricted Party of its Direct or Indirect Interest in or assets of Developer or Casino Manager to one or more institutional lenders or investors or their agents or representatives (all of the foregoing, a "**Lender Parties**"), *provided* that the prior written consent of the City shall be required if any such Lender Parties in the exercise of their remedies desires to effect a Restricted Transfer to a person or entity that would not be a Permitted Transferee; or (iii) complying with an order of the Board requiring a Restricted Transfer to be consummated. For purposes of this Agreement, a "**Permitted Transferee**" shall mean any of the following:

- (a) a Restricted Party's spouse, child, brother, sister or parent ("**Family Members**");
- (b) an entity whose beneficial owners consist solely of the Restricted Party or Family Members of the Restricted Party;
- (c) another Restricted Party (as defined in the Agreement) or a beneficial owner of the Restricted Party if the Restricted Party is an entity;
- (d) a person or entity who (a) does not, at the time of the transfer, manage, operate or have more than a ten percent (10%) ownership interest in any casino property (other than the Project) that is located within the Restricted Area, and (b) (x) will not, as a result of such Restricted Transfer, be a Restricted Party (as defined in the Agreement) or (y) if such person or entity will as a result of such Restricted Transfer be a Restricted Party (as defined in the Agreement), such person or entity shall be required to execute a TRA in favor of the City;
- (e) if the ownership interests subject to the applicable transfer are securities of a Publicly Traded Corporation, a person or entity who acquires such ownership interests in an open market transactions over a national securities exchange or in an underwritten public offering;
- (f) a Publicly Traded Corporation engaged in the business of owning, operating or managing casino properties and such Publicly Traded Corporation does not, at the time of the transfer, own, manage, operate or have financial interest in any Restricted Activity

(as defined in the Agreement) that is located within the Restricted Area (as defined in the Agreement);

(g) the issuer of the ownership interests subject to the applicable transfer; or

(h) any person or entity provided such person or entity does not, at the time of the transfer, manage, operate or have more than a ten percent (10%) ownership interest in any casino property (other than the Project) that is located within the Restricted Area.

3. The procedure for obtaining approval of a Restricted Transfer by the under this TRA shall be as follows:

(a) The Restricted Party shall notify the City as promptly as practicable upon the Restricted Party becoming aware of any Restricted Transfer or proposed Restricted Transfer. The City shall have a period of thirty (30) calendar days to consider a Restricted Transfer after a written request for approval of such Restricted Transfer has been provided to the City by the Restricted Party. If the City fails to take any action concerning a proposed Restricted Transfer within such 30-day period, the Restricted Transfer shall be deemed to have been approved. The Restricted Party shall provide the City with such information as the City may reasonably request regarding such Restricted Transfer to the extent that such information is either in possession of the Restricted Party or reasonably accessible to it. Pursuant to the request of either Party, the Restricted Party and the City agree to meet and confer during the review process to discuss any proposed Restricted Transfer.

(b) [Intentionally Omitted.]

(c) In the event that the City shall withhold approval of any Restricted Transfer, such withholding of approval shall be in writing and shall set forth with reasonable specificity each of the reasons why such approval has been withheld. In the event that the Restricted Party disputes the withholding of such approval, then the Restricted Party shall have the right to invoke the dispute resolution provisions set forth in this TRA.

4. Each Party hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this TRA and consummate the transactions contemplated hereby;

(b) the execution and delivery of this TRA and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("Governing Instruments") and the laws of the jurisdiction of its formation; (2)

create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) do not require the approval or consent of any federal, state, county or municipal governmental authority, agency or instrumentality, including the City, State or the United States and all executive, legislative, judicial and administrative departments and bodies thereof (each a "**Governmental Authority**") having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, the Act, the Sports Wagering Act, and all laws, ordinances, statutes, executive orders, rules, zoning requirements and agreements of any Governmental Authority that are applicable to the acquisition, remediation, renovation, demolition, development, construction and operation of the Project, including all required permits, approvals and rules, guidelines or restrictions enacted or imposed by Governmental Authorities, but only to the extent that such laws, ordinances, statutes, executive orders, zoning requirements, agreements, permits, approvals, rules, guidelines and restrictions are valid and binding on Casino Manager (the "**Government Requirements**"), agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition financial or otherwise, or in the results of operations or business; and

(c) a true, complete and accurate copy of the Restricted Party's operating agreement dated _____ is attached hereto as Exhibit F-1.

5. Each Party covenants with the other Party as follows:

(a) none of the representations and warranties of such Party in this TRA contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein not misleading.

(b) the Restricted Party shall give notice to the City promptly upon the occurrence of any Event of Default (hereinafter defined). Each notice pursuant to this subparagraph shall be accompanied by a statement setting forth details of the Event of Default referred to therein and stating what action the Restricted Party proposes to take with respect thereto.

(c) the Restricted Party agrees, upon the reasonable request of the City, to do any act or execute any additional documents as may be reasonably required by the City to accomplish or further confirm the provisions of this TRA.

6. The City may declare the Restricted Party to be in default under this TRA upon the occurrence of any of the following events ("**Events of Default**").

(a) If the Restricted Party fails to comply with any covenants and agreements made by it in this TRA (other than those specifically described in any other subparagraph of this paragraph 6) and such noncompliance continues for thirty (30) days after written notice from the City, provided, however, that if any such noncompliance is reasonably susceptible of being cured within sixty (60) days, but cannot with due diligence be cured within thirty (30) days, and if the Restricted Party commences to cure any noncompliance within said thirty (30) days and diligently prosecutes the cure to completion, then the Restricted Party shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within sixty (60) days of the first notice of such default to the Restricted Party;

(b) If any representation or warranty made by the Restricted Party hereunder was false or misleading in any material respect as of the time made;

(c) If any of the following events occur with respect to the Restricted Party: (i) by order of a court of competent jurisdiction, a receiver, liquidator or trustee of the Restricted Party or of any of the property of the Restricted Party (other than non-material property and with respect to which the appointment hereinafter referred to would not materially adversely affect the financial condition of the Restricted Party) shall be appointed and shall not have been discharged within ninety (90) days; (ii) a petition in bankruptcy, insolvency proceeding or petition for reorganization shall have been filed against the Restricted Party and same is not withdrawn, dismissed, canceled or terminated within ninety (90) days; (iii) the Restricted Party is adjudicated bankrupt or insolvent or a petition for reorganization is granted (without regard for any grace period provided for herein); (iv) if there is an attachment or sequestration of any of the property of the Restricted Party and same is not discharged or bonded over within ninety (90) days; (v) if the Restricted Party files or consents to the filing of any petition in bankruptcy or commences or consents to the commencement of any proceeding under the Federal Bankruptcy Code or any other law, now or hereafter in effect, relating to the reorganization of the Restricted Party or the arrangement or readjustment of the debts of the Restricted Party; or (vi) if the Restricted Party shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver, trustee or liquidator of the Restricted Party or of all or any material part of its property; or

(d) If the Restricted Party ceases to do business or terminates its business for any reason whatsoever or shall cause or institute any proceeding for the dissolution of the

Restricted Party, in each case other than as part of a Restricted Transfer to a Permitted Transferee, unless the City has first approved the Restricted Party's successor pursuant to the terms of this TRA.

7. Remedies:

(a) Upon an Event of Default, the City shall have the right if it so elects to: (i) any and all remedies available at law or in equity; or (ii) institute and prosecute proceedings to enforce in whole or in part the specific performance of this TRA by the Restricted Party, or to enjoin or restrain the Restricted Party from commencing or continuing said breach, or to cause by injunction the Restricted Party to correct and cure said breach or threatened breach without the need to post any bond therefor. None of the remedies enumerated herein is exclusive and nothing herein shall be construed as prohibiting the City from pursuing any other remedies at law, in equity or otherwise available to it under this TRA, including seeking damages for breach of this Agreement.

(b) In the event that the City shall fail to honor any of its obligations under this TRA, the Restricted Party shall have the same remedies that the City has under paragraph 7(a) of this TRA.

(c) The rights and remedies of each Party whether provided by law or by this TRA, shall be cumulative, and the exercise by a Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by a Party shall apply to obligations beyond those expressly waived in writing.

8. If any of the provisions of this TRA, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this TRA, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this TRA shall be valid and enforceable to the fullest extent permitted by law.

9. This writing is intended by the Parties as a final expression of this TRA, and is intended to constitute a complete and exclusive statement of the term of the agreement among the Parties. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parole evidence of any nature, shall be used to supplement or modify the terms of this TRA. No amendment, modification, termination or waiver of any provision of this TRA, shall in any event be effective unless the same shall be in writing and signed by the City and the Restricted Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver shall be implied from the City's delay in exercising or failing to exercise any right or remedy against Developer or any Restricted Party in connection with any transfer

restriction imposed on Developer or any Restricted Party under the Agreement or under any other Transfer Restriction Agreement.

10. Notices shall be given as follows:

(a) Any notice, demand or other communication which any Party may desire or may be required to give to any other Party shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "e-mail") addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to City: Mayor
City of Chicago
121 N. LaSalle Street, 5th Floor
Chicago, Illinois 60602

with copies to: Corporation Counsel
City of Chicago
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602

If to the
Restricted Party: _____

with copies to: _____

(b) Any such notice, demand or communication shall be deemed delivered and effective upon actual delivery.

11. [Intentionally Omitted].

12. The terms of this TRA shall bind and benefit the legal representatives, successors and assigns of the City and the Restricted Party; provided, however, that, other than as part of a Restricted Transfer to a Permitted Transferee, the Restricted Party may not assign this TRA, or assign or delegate any of its rights or obligations under this TRA, without the prior written consent of the City in each instance.

13. This TRA shall be governed by, and construed in accordance with, the local laws of the State without application of its law of conflicts principles.

14. Submission to Jurisdiction

(a) The Parties expressly agree that the sole and exclusive place, status and forum of this TRA shall be the City. All actions and legal proceedings which in any way relate to this TRA shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City. It is the express intention of the Parties that the exclusive venue of all legal actions and procedures of any nature whatsoever which related in any way to this TRA shall be the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois (the "**Court**").

(b) If at any time during the Term, the Restricted Party is not a resident of the State or has no officer, director, employee, or agent thereof available for service of process as a resident of the State, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the State, Restricted Party or its assignee hereby designates the Secretary of State of the State of Illinois, as its agent for the service of process in any court action between it and the City or arising out of or relating to this TRA and such service shall be made as provided by the laws of the State for service upon a non-resident.

15. The Restricted Party acknowledges that it expects to derive a benefit as a result of the Agreement because of its relationship to Developer or Casino Manager, and that it is executing this TRA in consideration of that anticipated benefit.

CITY OF CHICAGO, ILLINOIS, a municipal corporation

By: _____
Its: _____

_____, a _____

By: _____
Its: _____

Exhibit "G".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Form Of Closing Certificate.

Pursuant to Section 2.3 of that certain Host Community Agreement dated as of _____, 2022 (the "Agreement"), by and among the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (the "City") and _____, an Illinois limited liability company (the "Developer"), the Developer hereby certifies to the City that:

(a) Certificate of Legal Existence. Attached hereto as "Exhibit A" is a true, correct and complete copy of the Articles of Organization of the Developer, together with any and all amendments thereto, as on file with the any and all amendments thereto, as on file with the Illinois Secretary of State, and no action has been taken to amend, modify or repeal such Articles of Organization, the same being in full force and effect in the attached form as of the date hereof.

(b) Limited Liability Agreement. Attached hereto as "Exhibit B" is a true, correct and complete copy of the Developer's limited liability agreement, together with any and all amendments thereto.

(c) Resolutions. Attached hereto as "Exhibit C" is a true and correct copy of the resolutions approving the execution, delivery and performance of the obligations of the Developer under the Agreement that have been duly adopted at a meeting of, or by the written consent of, the [managers/members of] Developer, and none of such resolutions have been amended, modified, revoked or rescinded in any respect since their respective dates of execution, and all of such resolutions are in full force and effect on the date hereof in the form adopted.

(d) Incumbency. Attached hereto as "Exhibit D" is an incumbency certificate of the managers of the Developer, which individuals are duly elected, qualified and acting managers of the Developer, each such individual holding the office(s) set forth opposite his or her respective name as of the date hereof, and the signature set forth beside the respective name as of the date hereof, and the signature set forth beside the respective name and title of said managers and authorized signatories are true, authentic signatures.

(e) Certificate of Good Standing. Attached hereto as "Exhibit E" are original certificates dated as of a recent date from the Illinois Secretary of State or other appropriate authority of each jurisdiction in which the Developer was, respectively, incorporated or qualified to do business, such certificate evidencing the good standing of the Developer in such jurisdictions.

Dated as of: _____, 20__

[Insert Signature Block]

[(Sub)Exhibits "A", "B", "C", "D" and "E" referred to in this
Form of Closing Certificate unavailable at time of printing.]

Exhibit "H".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

*Form Of Release.**

This Release ("Release") is made as of this ____ day of _____, 20__, by _____, a _____ (the "Releasor"), having its office at _____ to and for the benefit of the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (the "City").

RECITALS

A. _____ and the City have executed that certain Host Community Agreement dated _____, 20__, as the same may from time to time be amended ("Agreement," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Releasor has agreed to develop, construct, operate and maintain the Project.

B. The execution and delivery of this Release is required under the terms of the Agreement.

* Separate forms modified as appropriate to be signed by Developer, and all direct or indirect owners of Developer.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, Releasor acknowledging that, but for the execution and delivery of this Release, the City would not have entered into the Agreement with Releasor, hereby covenants and agrees as follows:

1. The Releasor and its successors and assigns, and on behalf of its subsidiaries and their successors and assigns, hereby release: (i) the City including its City Counsel, Corporation Counsel, all departments, agencies and commissions thereof; (ii) Taft Stettinius & Hollister LLP; and (iii) their respective elected and appointed officials, principals, agents, subcontractors, consultants, attorneys, advisors, employees, officers, directors and members of the City's casino evaluation team (the "**Releasees**"), and hold each of them harmless from any damages, claims, rights, liabilities, or causes of action, which the Releasor ever had, now has, may have or claim to have, in law or in equity, against any or all of the Releasees, arising out of or directly or indirectly related to the (i) selection and evaluation of its development proposal and related submissions; (ii) negotiation of the Agreement between the City and the Releasor; or (iii) any matters pending or coming before the Board (the "**Released Matters**"). This Release specifically excludes any liability arising from any fraud or intentional misrepresentation of the Releasees.

2. The Releasor and its successors and assigns, and on behalf of its subsidiaries and assigns will not ever institute any action or suit at law or in equity against any Releasee, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any of the Released Matters.

3. Releasor hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this Release;

(b) the execution and delivery of this Release: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("**Governing Instruments**"), and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) do not require the approval or consent of any Governmental Authority having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, any Government Requirements, agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such

violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition, financial or otherwise, or in the results of operations or business affairs of the Releasor and its subsidiaries, considered as one enterprise.

4. If any of the provisions of this Release, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Release, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Release shall be valid and enforceable to the fullest extent permitted by law.

5. No amendment, modification, termination or waiver of any provision of this Release, shall in any event be effective unless the same shall be in writing and signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

6. This Release shall be governed by, and construed in accordance with, the local laws of the State without application of its law of conflicts principles.

7. Submission to Jurisdiction

(a) It is the express intention of the Releasor and the City that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Release shall be filed in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois (the "Court").

(b) If Releasor is not a resident of the State or has no officer, director, employee, or agent thereof available for service of process as a resident of the State, Releasor hereby designates the Secretary of State of the State of Illinois, as its agent for the service of process in any court action between it and the City or arising out of or relating to this Release and such service shall be made as provided by the laws of the State for service upon a non-resident.

[Insert signature block]

Exhibit "I".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Types And Amounts Of Insurance.

Type of Coverage	Policy Limit	Coverage Requirements
Commercial General Liability	\$2,000,000, per occurrence \$2,000,000, personal and advertising injury aggregate	All operations (including products/completed operations, personal injury, and advertising), blanket contractual and covering all equipment used in performance of this Agreement (whether owned, rented or borrowed) with combined single limits for broad form property damage and bodily injury (including death). This coverage shall include broad form contractual liability coverage.
Excess/Umbrella Liability	\$5,000,000, per occurrence/aggregate limit	Follow form Commercial General and Automobile Liability.
Property Insurance	"All Risk"	Fire and extended coverage insurance, including earthquake, flood, terrorism, and business interruption covering loss and/or damage to the Project, in the amount of the full replacement value thereof.
Workers Compensation	Statutory limits	Workers compensation as required by Illinois statutory limits covering all of Developer's personnel performing work in connection with the Agreement.
Employers Liability	\$1,000,000, per accident/disease, per employee	
Automobile Liability	\$1,000,000 combined single limit/per accident	For loss due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased.

Exhibit "J".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Form Of Estoppel Certificate.

[DATE]

[Name of Financial Institution] ("Addressee")

[Address of Financial Institution]

Attn: _____

Re: Host Community Agreement between the City of Chicago, Illinois and _____, an Illinois limited liability company (the "Developer"), dated _____, 20__ (the "Agreement")

Ladies and Gentlemen:

The undersigned, the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois ("City"), provides this Estoppel Certificate ("Certificate") to you with respect to those matters and only those matters set forth herein concerning the above-referenced Agreement:

As of the date of this Certificate, the undersigned hereby certifies that to the undersigned's actual knowledge:

1. Attached hereto as Exhibit A is a true, accurate, and complete copy of the Agreement. The Agreement has not been amended except as set forth in Exhibit A.
2. The Agreement has not been terminated or canceled. The City has/has not sent to Developer notice in accordance with the terms of the Agreement alleging that the Developer is in default under the Agreement. **[If a notice has been sent, a copy is attached]**.
3. The City has/has not received notice from Developer in accordance with the terms of the Agreement alleging that the City is in default under the Agreement. **[If a notice has been sent, a copy is attached]**.
4. The Closing Date, as such term is defined in the Agreement, **[occurred, _____/has not occurred]**.

Notwithstanding the representations herein, in no event shall this Certificate subject the City to any liability whatsoever, despite the negligent or otherwise inadvertent failure of the City to disclose correct or relevant information, or constitute a waiver with respect to any act of Developer for which approval by the City was required but not sought or obtained, provided that, as between the City and Addressee, the City shall be estopped from denying the accuracy of this Certificate. No party other than Addressee shall have the right to rely on this Certificate. In no event shall this Certificate amend or modify the Agreement, and the City shall not be estopped from denying the accuracy of this Certificate as between the City and any party other than the Addressee.

Name: _____

in his/her capacity as _____
of the City of Chicago, Illinois

Exhibit "K".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Form Of Restricted Party Radius Restriction Agreement.¹

This Radius Restriction Agreement ("**RRA**") is made as of this ____ day of _____, 20__, by _____ (the "**Restricted Party**"), having its office at _____ to and for the benefit of the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (the "**City**"). Restricted Party and the City shall be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. _____, LLC, an Illinois limited liability company (the "**Developer**"), and the City have executed that certain Host Community Agreement dated _____, 20__, as the same may from time to time be amended ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain the Project.

¹ Certain provisions of this Agreement will need to be modified for the Restricted Parties who are individuals.

B. The Restricted Party, as an indirect owner of Developer who is not a Passive Investor, will benefit from the financial success of Developer.

C. The execution and delivery of this RRA is required under the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, the Restricted Party, acknowledging that, but for the execution and delivery of this RRA, the City would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. The Restricted Party shall not itself, directly or indirectly, nor permit any of its subsidiaries or any Persons controlled by it, directly or indirectly, to: (i) manage, operate or become financially interested in any casino, whether land based or riverboat, or in any other establishment at which Gambling Games or historical horse racing are authorized (a "**Restricted Activity**"), within the Restricted Area other than the Project; (ii) make application for any franchise, permit or license to manage or operate any Restricted Activity within the Restricted Area other than the Project; or (iii) respond positively to any request for proposal to develop, manage, operate or become financially interested in any Restricted Activity within the Restricted Area (the "**Radius Restriction**") other than the Project.

2. It is the desire of the Parties that the provisions of this RRA be enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any particular portion of this RRA shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any Party or circumstance shall be adjudicated to be prohibited by or invalidated by such laws or public policies, such section or sections shall be (i) deemed amended to delete therefrom such portions so adjudicated or (ii) modified as determined appropriate by such a court, such deletions or modifications to apply only with respect to the operation of such section or sections in the particular jurisdictions so adjudicating on the Parties and under the circumstances as to which so adjudicated.

3. The Restricted Party hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this RRA and consummate the transactions contemplated hereby; and

(b) the execution and delivery of this RRA and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("**Governing Instruments**") and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms

hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) do not require the approval or consent of any Governmental Authority having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, any Government Requirements, agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition financial or otherwise, or in the results of operations or business affairs of the Restricted Party and its subsidiaries, considered as one enterprise.

4. The Restricted Party covenants with the City as follows:

(a) none of the representations and warranties in this RRA contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein not misleading;

(b) the Restricted Party shall give notice to the City promptly upon the occurrence of any Event of Default. Each notice pursuant to this subparagraph shall be accompanied by a statement setting forth details of the Event of Default referred to therein and stating what action Related Party proposes to take with respect thereto; and

5. The City may declare the Restricted Party to be in default under this RRA upon the occurrence of any of the following events (each, an "**Event of Default**"):

(a) If the Restricted Party fails to comply with any covenants and agreements made by it in this RRA and such noncompliance continues for thirty (30) days after written notice from the City, provided, however, that if any such noncompliance is reasonably susceptible of being cured within sixty (60) days, but cannot with due diligence be cured within thirty (30) days, and if the Restricted Party commences to cure any noncompliance within said thirty (30) days and diligently prosecutes the cure to completion, then the Restricted Party shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within sixty (60) days of the first notice of such default to the Restricted Party; and

(b) If any representation or warranty made by the Restricted Party hereunder was false or misleading in any material respect as of the time made.

6. Remedies:

(a) Upon an Event of Default, the City shall have the right if it so elects to: (i) any and all remedies available at law or in equity; or (ii) institute and prosecute proceedings to enforce in whole or in part the specific performance of this RRA by the Restricted Party, or to enjoin or restrain the Restricted Party from commencing or continuing said breach, or to cause by injunction the Restricted Party to correct and cure said breach or threatened breach without the need to post any bond therefor. None of the remedies enumerated herein is exclusive and nothing herein shall be construed as prohibiting the City from pursuing any other remedies at law, in equity or otherwise available to it under this RRA, including seeking damages for breach of this Agreement.

(b) The rights and remedies of the City whether provided by law or by this RRA, shall be cumulative, and the exercise by the City of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by the City shall apply to obligations beyond those expressly waived in writing.

7. If any of the provisions of this RRA, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this RRA, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this RRA shall be valid and enforceable to the fullest extent permitted by law.

8. This writing is intended by the Parties as a final expression of this RRA, and is intended to constitute a complete and exclusive statement of the term of the agreement among the Parties. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this RRA. No amendment, modification, termination or waiver of any provision of this RRA, shall in any event be effective unless the same shall be in writing and signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver shall be implied from the City's delay in exercising or failing to exercise any right or remedy against Developer or any Restricted Party in connection with any radius restriction imposed on Developer or any Restricted Party under the Agreement or under any other Radius Restriction Agreement.

9. Notices shall be given as follows:

(a) Any notice, demand or other communication which any Party may desire or may be required to give to any other Party hereto shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "e-mail") addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to City: Mayor
City of Chicago
121 N. LaSalle Street, 5th Floor
Chicago, Illinois 60602

with copies to: Corporation Counsel
City of Chicago
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602

If to the
Restricted Party: _____

with copies to: _____

(b) Any such notice, demand or communication shall be deemed delivered and effective upon actual delivery.

10. [Intentionally Omitted].

11. The terms of this RRA shall bind and benefit the legal representatives, successors and assigns of the City and the Restricted Party.

12. This RRA shall be governed by, and construed in accordance with, the local laws of the State without application of its law of conflicts principles.

13. Submission to Jurisdiction

(a) The Parties expressly agree that the sole and exclusive place, status and forum of this RRA shall be the City. All actions and legal proceedings which in any way relate to this RRA shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City. It is the express intention of the Parties that the exclusive venue of all legal actions and procedures of any nature whatsoever which related in any way to this RRA shall be the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois (the "Court").

(b) If at any time during the Term, the Restricted Party is not a resident of the State or has no officer, director, employee, or agent thereof available for service of process as a resident of the State, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the State, the Restricted Party or its assignee hereby designates the Secretary of State of the State of Illinois, as its agent for the service of process in any court action between it and the City or arising out of or relating to this RRA and such service shall be made as provided by the laws of the State for service upon a non-resident.

14. The Restricted Party acknowledges that it expects to derive a benefit as a result of the Agreement to Developer because of its relationship to Developer, and that it is executing this RRA in consideration of that anticipated benefit.

CITY OF CHICAGO, ILLINOIS, a municipal
corporation

By: _____
Its: _____

[insert other signature blocks]

Exhibit "L".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Form Of Notice Of Agreement.

THIS INSTRUMENT WAS
PREPARED BY AND AFTER
RECORDING MAIL TO:

Corporation Counsel
City of Chicago
121 N. LaSalle Street, Room 600
Chicago, IL 60602

NOTICE OF AGREEMENT

THIS NOTICE OF AGREEMENT (this "**Notice**"), dated as of the ____ day of _____, 20__, is made by and among the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (the "**City**"), and _____, LLC, an Illinois limited liability company (the "**Developer**").

RECITALS

A. The City and the Developer entered into that certain Host Community Agreement dated _____, 20__, (the "**Agreement**") which sets forth their mutual rights and obligations with respect to the development, construction and operation of a destination resort casino complex (the "**Project**"); and

B. The City and Developer desire to set forth certain terms and provisions contained in the Agreement in this Notice for recording purposes.

NOW, THEREFORE, for and in consideration of the premises and the covenants and conditions set forth in the Agreement, the City and Developer do hereby covenant, promise and agree as follows. Capitalized terms not otherwise defined herein shall be defined as provided in the Agreement.

1. Developer has enforceable rights to acquire the Project Site (as hereinafter described) on which the Project is to be developed, constructed and operated.

2. A description of the Project Site is attached hereto as Exhibit 1 and by this reference made a part hereof.

3. The Project and its operations are subject to the terms and conditions set forth in the Agreement, including but not limited to the following restrictions:

(a) If any interest of Developer is Transferred by reason of any foreclosure, trustee's deed or any other proceeding for enforcement of any mortgage recorded against the Project Site, then the holder of such mortgage (the "**Mortgagee**") (or any nominee of the Mortgagee) shall immediately upon such Transfer assume the obligations of the Developer under the Agreement, except those which by their nature cannot be performed or cured by any person other than the Developer;

(b) Developer shall not directly or indirectly, through one or more intermediary companies, engage in or permit any Transfer of the Project, the Project Site or any ownership interest therein other than a Permitted Transfer (as defined in the Agreement); and

(c) Developer has acknowledged and agreed in the Agreement that the obligations that Developer is to perform under the Agreement for the City's benefit are personal in nature. The City is relying upon all Restricted Parties in the exercise of their respective skill, judgement, reputation and discretion with respect to the Project. Any Transfer by a Restricted Party of (x) any ownership interest in any Restricted Party shall be subject to the rules and restrictions set forth in the respective Transfer Restriction Agreement, which Developer shall cause each Restricted Party, as requested by the City, to execute and deliver to the City.

**CITY OF CHICAGO, ILLINOIS, a municipal
corporation**

By: _____
Its: _____

_____, LLC, an Illinois limited
liability company

By: _____
Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ of _____, a _____, whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that as such _____ s/he signed and delivered the said Instrument of writing as his/her 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 ____ day of _____, 20__.

Notary Public

My Commission Expires:

5/23/2022

REPORTS OF COMMITTEES

48189

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY, that _____, personally known to me
to be the _____ of The City of Chicago, Illinois, a municipal corporation,
whose name is subscribed to the within Instrument, appeared before me this day in person and
acknowledged that as such _____ s/he signed and delivered the said
Instrument of writing as his/her free and voluntary act and as the free and voluntary act and deed
of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

[INSERT LEGAL DESCRIPTION AS EXHIBIT 1 BEFORE RECORDING]

*Exhibit "M".***(To Host Community Agreement With Bally's Chicago Operating Company LLC)***Permanent Exceptions.**Schedule B Part II Exceptions.*

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically**
7. **Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.**
- C 8. **Note for additional information: the County Recorder requires that any documents presented for recording contain the following information:**
 - A. The name and address of the party who prepared the document;
 - B. The name and address of the party to whom the document should be mailed after recording;
 - C. All permanent real estate tax index numbers of any property legally described in the document;
 - D. The address of any property legally described in the document;
 - E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
 - F. Any deeds conveying unsubdivided land, or, portions of subdivided and, may need to be accompanied by a properly executed "plat act affidavit."

In addition, please note that the certain municipalities located in the County have enacted transfer tax ordinances. To record a conveyance of land located in these municipalities, the requirements of the transfer tax ordinances must be met. A conveyance of property in these cities may need to have the

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appropriate transfer tax stamps affixed before it can be recorded.

This exception will not appear on the policy when issued.

G 9.

1. Taxes for the year(s) 2021
2021 taxes are not yet due or payable.

- 1A. Note: 2020 first installment was due March 2, 2021
Note: 2020 final installment was due October 1, 2021

Perm tax#	Pcl	Year	1st Inst	Stat	2nd Inst	Stat
17-09-100-004-0000	1 of 12	2020	\$28,821.95	Paid	\$29,282.49	Paid
This tax number affects part of PIQ and no other property.						
17-09-100-006-0000	2 of 12	2020	\$46,370.75	Paid	\$47,111.65	Paid
This tax number affects part of PIQ and no other property.						
17-09-100-009-0000	3 of 12	2020	\$13,192.92	Paid	\$13,403.72	Paid
This tax number affects part of PIQ and no other property.						
17-09-100-015-0000	4 of 12	2020	\$87,361.20	Paid	\$88,757.00	Paid
This tax number affects part of PIQ and no other property.						
17-09-100-017-0000	5 of 12	2020	\$68,886.52	Paid	\$69,987.12	Paid
This tax number affects part of PIQ and no other property.						
17-09-100-018-0000	6 of 12	2020	\$531,213.51	Paid	\$539,700.95	Paid
This tax number affects part of PIQ and no other property.						
17-09-100-020-0000	7 of 12	2020	\$905.01	Paid	\$919.49	Paid
This tax number affects part of PIQ and no other property.						
17-09-100-021-0000	8 of 12	2020	\$7,732.82	Paid	\$7,856.32	Paid
This tax number affects part of PIQ and no other property.						
17-09-100-022-0000	9 of 12	2020	\$14,379.37	Paid	\$14,609.17	Paid
This tax number affects part of PIQ and no other property.						
17-09-100-026-0000	10 of 12	2020	\$24,425.87	Paid	\$24,816.11	Paid
This tax number affects part of PIQ and no other property.						
17-09-112-008-0000	11 of 12	2020	\$51,394.72	Paid	\$52,215.89	Paid
This tax number affects part of PIQ and no other property.						
17-09-112-009-0000	12 of 12	2020	Not Billed		Not Billed	
This tax number affects part of PIQ and no other property.						

Perm tax# 17-09-112-009-0000 Pcl 12 of 12 Volume 590

As returned in Schedule A of railroad warrants by Chicago And Northwestern
railroad(s). Town of West Chicago.
Year(s) 2016 and prior satisfied

- I 10. Note: With regard to parcel 12 of 12, 17-09-112-009, said tax parcel remains on the Railroad Warrants despite having been the South part of 2nd Parcel (Parcel B Therein) of the deed from Chicago and

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Northwestern Railroad to Chicago Tribune Company recorded in 1972 as Document 22151487 of that portion of Parcel B described on Schedule A. Said conveyance had no vertical limitation. This should be corrected with the Cook County Assessors Office and this commitment is subject to such further exceptions as may be deemed necessary.

- J 11. The following described portion of the Land apparently is not *Separately* assessed, for General Real Estate Taxes for the year(s) 2020 and prior.

That part of the air rights Parcels C, H, E, G and L which are not part of the 32 foot strips acquired in 1980 Deed 25470402.

Parcel O - that part of the 32 foot strip falling that part of Erie Street which is not vacated.

This commitment/policy is subject to said taxes.

- D 12. Note: The land lies within a county which is subject to the Predatory Lending Database Act (765 ILCS 77/70 et seq. as amended). A Certificate of Compliance with the act or a Certificate of Exemption therefrom must be obtained at time of closing in order for the Company to record any insured mortgage. If the closing is not conducted by the company, a certificate of compliance or a certificate of exemption must be attached to any mortgage to be recorded.

Note: for Cook, Kane, Will and Peoria counties, the act applies to mortgages recorded on or after July 1, 2010.

- AQ 13. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

- B 14. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

- A 15. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.

- H 16. Due to office closures in place or that might occur, we should be provided with our standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment. Note: Due to office closures related to covid-19 we may be temporarily unable to record documents in the normal course of business.

- L 17. Municipal Real Estate Transfer tax stamps (or proof of exemption) must accompany any conveyance and certain other transfers of property located in Chicago. Please contact said municipality prior to closing for its specific requirements, which may include the payment of fees, an inspection or other approvals.

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- AK 18. We should be furnished (A) certification from the Delaware Secretary of State that IL-777 West Chicago Avenue, LLC, a Limited Liability Company of Delaware, f/k/a IL-Freedom Center, LLC, has properly filed its articles of organization, (B) a copy of the articles of organization, together with any amendments thereto, (C) a copy of the operating agreement, if any, together with any amendments thereto, (D) a list of incumbent managers or of incumbent members if managers have not been appointed, and (E) certification that no event of dissolution has occurred.

Note: In the event of a sale of all or substantially all of the assets of the LLC, or of a sale of LLC assets to a member or manager, we should be furnished a copy of a resolution authorizing the transaction adopted by the members of said LLC.

- K 19. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Bally's Corporation

- (a) A Copy of the corporation By-laws and Articles of Incorporation
- (b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- (c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- (d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- M 20. Easement rights of the public and the Metropolitan Sanitary district of Greater Chicago, in, upon, and under a strip of Land 16 feet wide extending from the West line of North Halsted Street to the North line of West Grand Avenue, the center line of which is described as follows:

Beginning at a point on West line of said North Halsted Street 20 feet North of South line of said West Superior Street; thence Easterly and parallel to South line of said West Superior Street, 79.88 feet; thence Southeasterly along a curve having a radius of 400 feet and tangent to last described course 366.29 feet; thence Southeasterly and tangent to the last described course making an angle of 52 degrees 28 minutes with South Line of Said West Superior Street, 1365.92 feet; thence Southerly along a curve having a radius of 400 feet and tangent to last described course 264.36 feet to a point on a line 39 feet East of and parallel to West line of North Jefferson Street, extended from the South 142.79 feet North of South line of Said West Grand Avenue; thence Southerly along the said line 39 feet East of and parallel to West line of Jefferson Street extended from the South and tangent to last described curve to North line of Said West Grand Avenue; as condemned by the sanitary district of Chicago, a municipal corporation, in proceedings filed in Case No. B280675C, Circuit Court of Cook County Illinois on November 13, 1933 for building intercepting sewers, drains, etc., wherein a judgment order was entered on February 8, 1934 and order of possession entered on May 16, 1934

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Said rights created originally by Grant of Easement from the City of Chicago to the Metropolitan Sanitary District of Chicago by ordinance passed July 29, 1932 accepted by the district on August 18, 1932 and recorded July 2, 1975 as Document 23137161

(Affects Parcel A and B, North tip of Parcel F and Parcel K, and Parcel M and may affect air rights Parcels J and G and affects Parcel N)

- N 21. Easement created by Grant from Charles P. Megan, as trustee of the property of Chicago and Northwestern Railway Company, a corporation of Illinois, Wisconsin and Michigan, to City of Chicago dated June 30, 1937 and recorded December 10, 1937 as Document 12093337, and referenced in Document 14424762, to install, maintain and use a water tunnel 12 feet in diameter, with all necessary appurtenance and appliances, underneath the Switch Yards and Property of the Railway Company in the location shown on the plat attached thereto, and marked Exhibit "A" and made a part thereof, said location being more particularly described as follows:
- A strip of Land of sufficient width to accomodate said tunnel and necessary apurtenances and appliances, being at the city-owned property located at the South West Corner of West Chicago Avenue and the North Branch of the Chicago River, extending Southeasterly through said railway company's switch yards and property to the intersection of West Ohio Street and North des Plaines Street. Said Grant provided that the water tunnel shall be constructed and shall be laid and thereafter maintained so that the elevation of the bottom of said tunnel shall not be above 150 feet below city Datum at all points on said property
- (Affects a strip of Land through East part of Parcel A, across Parcel M and the Northwest Corner of Parcel B and across Parcel P)
- O 22. Rights of the United States of America, the State of Illinois, the municipality and the public in and to that part of the Land falling in the bed of the Chicago River; also the rights of the property owners in and to the free and unobstructed flow of the waters of said river
- (Affects Parcels A, B and M)
- P 23. Easement created by Grant from Chicago and North Western Railway Company to the County of Cook dated December 31, 1957 and recorded July 25, 1958 as Document 17270692 for highway purposes, to construct, reconstruct, repair, and maintain "a grade separation structure or structures" with drainage and other highway facilities and paved approaches thereto, and connected therewith in, under and over that part of the Land lying within the following described tract of Land:
- Beginning at a point in the North line of West Ohio Street, said point being 60.57 feet West of the Southeast corner of Lot 8 in Block 69; thence Northwesterly to a point in a line 67.5 feet North of and parallel to the North Line of West Ohio Street; said point being 112.02 feet West of the East line of Lot 7 in said Block 69 (as measured on said parallel line); Thence East on said parallel line 563.98 feet; thence Southeasterly to a point in a line 24.5 feet North of an parallel to the South line of vacated West Ohio Street extended East said point being 507.03 feet East of the center line of Des Plaines Street (as measured on said parallel line); thence West on said parallel line 13.63 feet; thence North at right angles to the last described course 13 feet; thence West on a line 37.5 feet North of and parallel to the South line

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of vacated West Ohio Street extended East 499.97 feet; thence Northwesterly on a line which forms an angle on 127 degrees 19 minutes with the last described course (as measured from East to North to Northwest) to the North Line of West Ohio Street extended east; thence West on said North Line of West Ohio Street to the point of beginning.

(Affects Parcels B and C and P)

Note: a Plat of Survey by the Cook County Superintendent of Highways which includes this easement area was recorded May 19, 1960 as Document 17859455.

- Q 24. Easement to construct, reconstruct, repair, operate, and maintain a 60 inch storm sewer and diversion chamber created by Grant from the Chicago and Northwestern Railway Company to the State of Illinois dated July 10, 1959 and recorded July 21, 1959 as Document 17604785 under and across a strip of Land, the center of which is described as follows:

Commencing at the Northwest Corner of Lot 9 in Block 69 aforesaid; thence North along line being the Extension of the West line of Lot 9, a distance of 17 feet for a point of beginning; thence East along a straight line to a point, said point being 10 feet North of the Northwest corner of Lot 7 in Block 62 in aforesaid Subdivision, as measured along the extension of the West line of Lot 7 northerly; thence East along a straight line, said line being an extension to the East of the last described stright line to the Chicago River, as shown on the Plat thereto attached

(Affects 5 foot strip of Land across Parcels B, C and E and P)

- R 25. Easement for roadway purposes as created by the grant from the Chicago and Northwestern Railway Company, a Wisconsin corporation, to Paul Grossinger, recorded December 19, 1962 as Document 18678579 for access on, over, and across the following described property:

A strip of Land 20 feet in width in Block 69 in Russell, Mather and Robert's Addition aforesaid bounded and described as follows:

Beginning at a point on the North line of West Ohio Sreet as originally located and established, 25 feet Southwesterly of and measured at right angles to the center line of the Chicago and Northwestern Railway Company, Spur Track I. C. C. No. 44, as now located and established; thence Northwesterly along a line parallel with the center line of Said Spur track to a point 67.50 feet North of, measured at right angles to the North Line of Said Street; thence West along a line parallel with the North line of said street to a point 45 feet Southwesterly of and measured at right angles to the center line of said spur track; thence Southeasterly along a line parallel with the center line of said spur track to the North line of said street; thence East along the North line of said street to the point of beginning.

(Affects a rectangular part of Parcel C, along Southwesterly line thereof)

- S 26. Note for information: Easement for 10 foot brick water tunnel (abandoned), as shown on the survey No. N-117574, dated March 5, 1993, made by National Survey Service, Inc.

(Crosses below South part of Parcel C at Ohio Street then crosses South part of parcel B ending at the

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boundary of Parcel B with the bridge counter weight structure)

This note will not appear on policy.

- T 27. Easement for Chicago Freight Tunnel as shown on Survey No. N-117574, dated March 5, 1993, made by National Survey Service, Inc.
- (Affects South part of Parcel B in a line Northeasterly of line B extended Southeasterly, from Ohio Street to Grand Avenue)
- U 28. West dock line of the Chicago River, as established by an ordinance of the Common Council of the City of Chicago in the year 1854 as document disclosed by Document 1331.
- (Affects Parcel A)
- V 29. Rights of the United States of America, the State of Illinois, the City of Chicago and the public in and to so much of the Land, formed by means other than natural accretions.
- (Affects Parcels A, B and M)
- W 30. Reservations as contained in the deed from the Chicago and Northwestern Railway Company, a corporation of Wisconsin, to Charles S. Handelman dated June 29, 1948 and recorded October 19, 1948 as Document 14424762, reserving unto the first party and to its successors and assigns the telltale with its pole support, guy wires and anchors as now located upon said Land together with the full right to repair, renew and maintain the same until such time as said telltale and its appurtenant facilities are permanently abandoned and removed from said Land and reserving unto the first party, its successors and assigns, the existing 6 inch tile sewer located over and across said Land, together with the right to maintain, repair and permanently abandon or remove from said Land, also reserving unto said first party, its successors and assigns the existing spur track located upon the Land herein conveyed with the right to remove said spur track.
- (Affects Parcel A)
- X 31. Covenants and restrictions as set forth in deed in trust from Chicago and North Western Railway Company, as grantor, to Lake Shore National Bank, Trustee, as grantee, dated March 23, 1967 and recorded December 18, 1968 as Document 20707574.
- (Affects all except Parcel D)
- Y 32. Easements condemned in Case 77 L 2485 by the Metropolitan Sanitary district of Greater Chicago, a municipal corporation, on a petition filed February 7, 1977 and on subsequent amended petitions on which orders were entered May 19, 1977 (Tract II) and May 31, 1978 (tract I) vesting title in condemnor to easements described as follows:

Permanent Easement Area in Tract I:

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That part of Lots 1, 2, 3 and 4 of Block 65 in Russell, Mather and Roberts Addition to Chicago in the West 1/2 of the Northwest 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, taken and described as one tract:

Beginning at a point on the East line of said Lot 1 lying 40.00 feet Southerly of the Northeast corner of the aforesaid Lot 1; thence South 01 degrees, 57 minutes, 44 seconds East along the Easterly property line of said Lots 1, 2, 3 and 4, 102.00 feet; thence South 88 degrees, 18 minutes, 39 seconds West, 20.00 feet; thence North 01 degrees, 57 minutes, 44 seconds West, 102.00 feet to the South Line of the North 40.00 feet of said Lot 1; thence North 88 degrees, 18 minutes, 39 seconds East, 20.00 feet to the point of beginning, containing an area of 2,040 square feet. All as shown on the plat marked second revised Exhibit A attached thereto .

(Affects Northeast Corner of Parcel A)

Permanent Easement Area in Tract II:

That part of Lot 1 in Block 69, vacated North Des Plaines Street (as per Document 9426724) and vacated West Erie Street (as per document 18526682), of Russell Mather and Roberts Addition to Chicago in the West 1/2 of the Northwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, taken and described as one tract:

Commencing at the intersection of the Westerly Dock Line of the North Branch of the Chicago River and the Southerly right of way line of vacated West Erie Street; thence South 80 degrees 07 minutes 28 seconds West along said right of way line a distance of 160.79 feet to the point of beginning; thence South 34 degrees 14 minutes 06 seconds East, a distance of 96.60 feet; thence North 72 degrees 14 minutes 06 seconds West a distance of 48.68 feet to a point on the Easterly lot line of said Lot 1 (said Lot line also being the Westerly right of way line of vacated North des Plaines Street), said point also being 20.64 feet Southerly of the Northeast corner of the Aforesaid Lot 1 as measured along the aforesaid Easterly Lot line; thence continuing North 72 degrees 14 minutes 06 seconds West, a distance of 28.90 feet; thence North 02 degrees 07 minutes 16 seconds East, a distance of 11.95 feet to a point on the Northerly Lot line of the aforesaid Lot 1, said point being 26.54 feet Westerly of said Northeast Corner, as measured along said Northerly line; thence continuing North 02 degrees 07 minutes 16 seconds East, a distance of 41.22 feet to a point on said Southerly right of way line of vacated West Erie Street, said point being 178.62 feet Westerly of the point of commencement as measured along the aforesaid Southerly right of way line of vacated East Erie Street; thence continuing North 02 degrees 07 minutes 16 seconds East, a distance of 4.83 feet; thence South 87 degrees 52 minutes 44 seconds East, a distance of 16.61 feet; thence South 34 degrees 14 minutes 06 seconds East a distance of 1.40 feet to the point of beginning.

(Affects Parcels B, E, M and P)

- Z 33. Grant of permanent easement made by Chicago and North Western Railway Company, a corporation of Wisconsin, and the City of Chicago, a municipal corporation, recorded February 20, 1968 as Document 20408926 an easement for halsted street viaduct purposes.

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(Affects Parcels I, J and K)

- AA 34. Easement in favor of Chicago and Northwestern Railway Company, its licensee lessees, successors and assigns, of the right to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines electric power lines, communication lines, wires and other utilities and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof, as reserved in deed dated November 29, 1972 and recorded December 8, 1972 as Document 22151487.

(Affects East part of Parcel D and Southwest part of Parcel B)

- AB 35. Restrictive Covenant recorded July 25, 1996 as Document 96568953 providing that the part of the Land falling in West Erie Street, vacated by ordinance recorded as Document 96568952, shall not be used for any use or purpose other than those set forth and those which are accessory to such activities, including, but not limited to, the location of necessary and appropriate offices and facilities, storage, employee and customer parking and other similar uses and facilities.

(Affects Parcel M)

- AC 36. Reservation of easement contained in instrument recorded July 25, 1996 as Document 96568952 in favor of the Metropolitan Water Reclamation District of Greater Chicago, to construct, reconstruct, repair, maintain and operate existing west side intercepting sewer and appurtenances thereto above, upon, across, under and through a segment of West Erie Street described as follows:

Commencing at the Southwest Corner of Lot 8 in Block 68 in Russell, Mather and Robert's Addition; thence North 81 degrees, 45 minutes, 28 seconds East along the Northwestern line of West Erie Street, 250 feet to the point of beginning; thence continuing North 81 degrees 45 minutes 28 seconds East along the Northwestern line, 25.17 feet; thence South 37 degrees, 17 minutes, 54 seconds East, 91.52 feet to the Southeasterly line of West Erie Street; thence South 81 degrees, 45 minutes, 28 seconds West along said Southeasterly line 25.17 feet; thence North 37 degrees, 17 minutes, 64 seconds West 91.25 feet to the point of beginning.

It is further provided that no buildings or other structures shall be erected on said area therein reserved or other use made of said area, which in the judgment of the officials having control of aforesaid sewer facilities, would interfere with the construction, reconstruction, repair, maintenance and operation of said sewer facilities.

(Affects Parcel M)

- AD 37. Note: The following items, while appearing on this commitment/policy, are provided solely for your information.

The following environmental disclosure document(s) for transfer of real property appear of record which include a description of the Land insured or a part thereof:

1. Recorded November 7, 1997 as Document 97836814.

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(Affects Parcel F) no Land use limitation.

2. Recorded March 4, 2009 as Document 0906356045
(Affects parcel F) no Land use limitation.

- AG 38. This commitment should not be construed as insuring the following described Lands which appear to be occupied and used by the owner shown on Schedule A but not included herein:
1. That part of Chicago River acquired as Parcel 2 in Deed recorded July 25, 1996 as Document 96568954 (which said deed also included parcel M on Schedule A), currently occupied by what appears to be an concrete walled in area off the East end of Parcel M; and
 2. Twenty-eight parking spaces located North of the North Boundary of parcel I, and within the Chicago Avenue Right of way (albeit below the street which is elevated as currently used and occupied). There are a total of 31 spaces but three are within Parcel I; and
 3. A paved access road located North of the North Boundary of parcel I and within the Chicago Avenue Right of way (albeit below the street which is elevated as currently used and occupied) which provides access between the Land described on Schedule A and the Land described in commitment 8894578;
- All shown on preliminary unsigned ALTA survey made by Gremley & Biedermann, Order No. 2016-22355-002 dated May 12, 2016.
- AH 39. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.
- (Affects Parcel O) (only because no recorded vacation ordinance has been recorded, and is not open and used as a street)
- and
- Affects a part of the Land below air rights Parcel C which is occupied by the truncated Ohio Street and desplaines avenue ground level intersection as shown on preliminary unsigned ALTA survey made by Gremley & Biedermann, Order No. 2016-22355-002 dated May 12, 2016 Page 7.
- AI 40. Our title finding as to Parcel O of the Land is based on the assumption that a proper vacation ordinance will be passed by the City of Chicago, vacating this additional portion of Erie Street and said ordinance will be placed of record.
- (Affects Parcel O)
- AJ 41. Rights of the public and quasi-public utilities, if any, in said Erie Street for maintenance therein of poles, conduits, sewers and other facilities.

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(Affects Parcel O)

- AM 42. Easement of Ingress and egress to the bridge counter weight structure located East of the South part of Parcel B, as disclosed by gate shown at the north end of the area encompassing said structure, at a boundary line of Parcel B, shown on preliminary unsigned ALTA survey made by Gremley & Biedermann, Order No. 2016-22355-001 dated May 12, 2016.

Affects South Part of Parcel B.

- AN 43. Encroachment of part of one of the railroad tracks, located mainly on the Land below air rights parcel G, onto Parcel F of the property by undisclosed footage, as shown on preliminary unsigned ALTA survey made by Gremley & Biedermann, Order No. 2016-22355-002 dated May 12, 2016.

Affects Northeasterly line of Parcel F along curve with an arc length of 502.99. (Page 3 and 5 of Survey)

- AO 44. Encroachment of the following improvements, located mainly on the property over and onto the Land shown below. Preliminary Unsigned ALTA Survey made by Gremley & Biedermann, Order No. 2016-22355-002 dated May 12, 2016:

1. Fence located mainly on parcel F, onto the Land Northeasterly and adjoining, below Air Rights Parcel G, by 0.48 of a Foot. (Page 5) Affects Parcel F.
2. Fence located mainly on Parcel D, onto the Land Northeasterly and adjoining, below Air Rights Parcel C, by Undisclosed Footage. (Page 7) Affects Parcel D.
3. Sign located mainly on parcel B, onto the Land Southwesterly and adjoining, below Air Rights Parcel C, by Undisclosed Footage. (Page 7) Affects Parcel B.

- AP 45. Adverse encroachment of the USGS Test Station, located mainly on the property Northeast and adjoining Parcel B (in the river actually), onto Parcel B of the Land by undisclosed footage, as shown on the preliminary unsigned ALTA survey made by Gremley & Biedermann, Order No. 2016-22355-002 dated May 12, 2016.

Affects Parcel B. (page 8 of survey)

- AE 46. Note for information (Endorsement Requests):

All endorsement requests should be made prior to closing to allow ample time for the company to examine required Documentation.

Note: before any endorsements can be approved, we should be informed as to the land use and as to what type of structure is on the land.

(This note will be waived for the policy.)

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5/23/2022

REPORTS OF COMMITTEES

48201

AF 47. Informational Note:

To schedule any closings in the Chicago Commercial Center, please call (312)223-2707.

END OF SCHEDULE B, PART II

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Exhibit "N".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Form Of Casino Manager Subordination Agreement.

This Subordination Agreement ("**Subordination Agreement**") is made as of this ____ day of _____, 20__, by _____ limited liability company ("**Casino Manager**"), having its office at _____ to and for the benefit of the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (the "**City**"). The Casino Manager, the City and, by its execution of the "Acknowledgment" included herein, the Developer (defined below) shall be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. _____, an Illinois limited liability company (the "**Developer**"), and the City have executed that certain Host Community Agreement dated _____, 20__, as the same may from time to time be amended ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain the Project.

B. Casino Manager has been [will be] engaged by Developer to provide casino resort development and management services to Developer pursuant to the Management Agreement.

C. Casino Manager, by virtue of entering into the Management Agreement with Developer, will receive payments from the Developer and, therefore, will benefit from the financial success of Developer.

D. The execution and delivery of this Subordination Agreement is required under the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, Casino Manager, acknowledging that, but for the execution and delivery of this Subordination Agreement, the City would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. Casino Manager agrees that any present and future right that it has to receive payments under the Management Agreement (the "**Management Payments**") shall be and remain junior and subordinate to the Developer's payment to the City of the following, whether due and payable or that become due and payable, and however arising: (i) the Developer Payments; (ii) real estate taxes on the Project Site; (iii) personal property taxes on all Project personal property;

and (iv) any other amounts payable by Developer to the City under and pursuant to the Agreement (collectively, the “**Developer Payment Obligations**”).

2. Except as provided below, Developer may make, and Casino Manager may accept, the Management Payments in accordance with the terms of the Management Agreement, so long as at the time of, and after giving effect to, the making of such payments, no Casino Manager Default has occurred or would occur. If at any time a Casino Manager Default has occurred and is continuing, then Developer shall not make, and the Casino Manager shall not accept, any Management Payments and shall not take any steps, whether by suit or otherwise, to compel or force the payment of the Management Payments nor use the Management Payments by way of counterclaim, set-off, recoupment or otherwise so as to diminish, discharge or otherwise satisfy in whole or in part any liability of the Casino Manager to the City, whether now existing or hereafter arising, until such time as the City has advised Casino Manager in writing that such Casino Manager Default has been cured or is no longer continuing. “**Casino Manager Default**” shall mean a “Default” as defined in the Agreement or “Event of Default” as defined in this Subordination Agreement.

3. In the event of any distribution, dividend, or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of the Developer or of the proceeds thereof to the creditors of the Developer or upon any indebtedness of the Developer, occurring by reason of the liquidation, dissolution, or other winding up of the Developer, or by reason of any execution sale, or bankruptcy, receivership, reorganization, arrangement, insolvency, liquidation or foreclosure proceeding of or for the Developer or involving its property, no dividend, distribution or application shall be made, and the Casino Manager shall not be entitled to receive or retain any dividend, distribution, or application on or in respect of any Management Payments, unless and until all Developer Payment Obligations then outstanding (including, without limitation, all principal, interest, fees, and expenses, including post-petition interest in a bankruptcy or similar proceeding whether or not allowed) shall have been paid and satisfied in full in cash (or cash equivalents acceptable as such to the holder thereof), and in any such event any dividend, distribution or application otherwise payable in respect of Management Payments shall be paid and applied to the Developer Payment Obligations until such Developer Payment Obligations have been fully paid and satisfied.

4. If notwithstanding the provisions of this Subordination Agreement, Casino Manager shall receive payment of any Management Payments which the Developer is not entitled to make pursuant to the terms hereof, whether or not the Casino Manager has knowledge that the Developer is not entitled to make such payment, the Casino Manager shall properly account for such payment and agrees to turn over to the City such payments within fifteen (15) days after the City has given Casino Manager written demand.

5. The City may, at any time and from time to time, without the consent of or notice to Casino Manager, all such notice being hereby waived, and without incurring responsibility to the Casino Manager or impairing, releasing or otherwise affecting this Subordination Agreement:

(a) amend, restate or otherwise modify the terms of the Agreement, including, without limitation, any amendment or modification which increases or decreases the amount of any Developer Payment Obligation or otherwise modifies the terms of any Developer Payment Obligation or creates any new Developer Payment Obligation;

(b) grant an extension of the Term;

(c) defer Developer Payment Obligations or enter into a workout agreement on the Developer Payment Obligations;

(d) declare a Casino Manager Default and notify Casino Manager to stop accepting Management Payments; or

(e) agree to release, compromise or settlement of Developer Payment Obligations.

6. Casino Manager will not sell, assign or otherwise transfer the Management Agreement or its right to receive any Management Payments thereunder, or any part thereof, except upon written agreement of the transferee or assignee to abide by and be bound by the terms hereof.

7. Casino Manager hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver and become bound by this Subordination Agreement and to consummate the transactions contemplated hereby; and

(b) the execution and delivery of this Subordination Agreement and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("**Governing Instruments**") and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) does not require the approval or consent of any Governmental Authority having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or

default under, its Governing Instruments, any Government Requirements, agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition, financial or otherwise, or in the results of operations or business affairs of the Casino Manager and its subsidiaries, considered as one enterprise.

8. Casino Manager covenants with the City as follows:

(a) Casino Manager shall give notice to the City promptly upon the occurrence of any Event of Default. Each notice pursuant to this subparagraph shall be accompanied by a statement setting forth details of the Event of Default referred to therein and stating what action Casino Manager proposes to take with respect thereto.

(b) Casino Manager agrees, upon the reasonable request of the City, to do any act or execute any additional documents as may be reasonably required by the City to accomplish or further confirm the provisions of this Subordination Agreement.

9. The City may declare Casino Manager to be in default under this Subordination Agreement upon the occurrence of any of the following events (each an **“Event of Default”**).

(a) If Casino Manager fails to comply with any covenant or agreement made by it in this Subordination Agreement (other than those specifically described in any other subparagraph of this paragraph 9) and such noncompliance continues for thirty (30) days after written notice from the City;

(b) If any representation or warranty made by Casino Manager hereunder was false or misleading in any material respect as of the time made;

(c) If any of the following events occur with respect to Casino Manager: (i) by order of a court of competent jurisdiction, a receiver, liquidator or trustee of Casino Manager or of any of the property of Casino Manager (other than non-material property and with respect to which the appointment hereinafter referred to would not materially adversely affect the financial condition of Casino Manager) shall be appointed and shall not have been discharged within ninety (90) days; (ii) a petition in bankruptcy, insolvency proceeding or petition for reorganization shall have been filed against Casino Manager and same is not withdrawn, dismissed, canceled or terminated within ninety (90) days; (iii) Casino Manager is adjudicated bankrupt or insolvent or a petition for reorganization is granted (without regard for any grace period provided for herein); (iv) if there is an attachment or sequestration of any of the property of Casino Manager and same is not discharged or bonded over within ninety (90) days; (v) if Casino Manager files or consents to the filing of any petition in bankruptcy or commences or consents to the commencement

of any proceeding under the Federal Bankruptcy Code or any other law, now or hereafter in effect, relating to the reorganization of Casino Manager or the arrangement or readjustment of the debts of Casino Manager; or (vi) if Casino Manager shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver, trustee or liquidator of Casino Manager or of all or any material part of its property;

(d) If Casino Manager ceases to do business or terminates its business for any reason whatsoever or shall cause or institute any proceeding for the dissolution of Casino Manager; or

(e) If Casino Manager takes any action for the purpose of terminating, repudiating or rescinding this Subordination Agreement.

10. Remedies:

(a) Upon an Event of Default, the City shall have the right if it so elects to: (i) any and all remedies available at law or in equity; or (ii) institute and prosecute proceedings to enforce in whole or in part the specific performance of this Subordination Agreement by Casino Manager, or to enjoin or restrain Casino Manager from commencing or continuing said breach, or to cause by injunction Casino Manager to correct and cure said breach or threatened breach without the need to post any bond therefor. None of the remedies enumerated herein is exclusive and nothing herein shall be construed as prohibiting the City from pursuing any other remedies at law, in equity or otherwise available to it under this Subordination Agreement, including seeking damages for breach of this Agreement.

(b) The rights and remedies of the City whether provided by law or by this Subordination Agreement, shall be cumulative, and the exercise by the City of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by the City shall apply to obligations beyond those expressly waived in writing.

11. If any of the provisions of this Subordination Agreement, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Subordination Agreement, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Subordination Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. This writing is intended by the Parties as a final expression of this Subordination Agreement, and is intended to constitute a complete and exclusive statement of the terms of the

agreement among the Parties. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this Subordination Agreement. No amendment, modification, termination or waiver of any provision of this Subordination Agreement, shall in any event be effective unless the same shall be in writing and signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

13. Notices shall be given as follows:

(a) Any notice, demand or other communication which any Party may desire or may be required to give to any other Party hereto shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "e-mail") addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to City: Mayor
City of Chicago
121 N. LaSalle Street 5th Floor,
Chicago, Illinois 60602

with copies to: Corporation Counsel
City of Chicago
121 N. LaSalle State Street, Room 600
Chicago, Illinois 60602

If to Casino Manager: _____

with copies to: _____

(b) Any such notice, demand or communication shall be deemed delivered and effective upon the actual delivery.

14. Time is of the essence in performance of this Subordination Agreement by Casino Manager.

Exhibit "O".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Ownership Of Developer.

Indicative ownership chart is below (pending finalization), dollar amount of non-recourse debt and common equity invested by the Community Investment Program ("**CIP**") participants are illustrative.

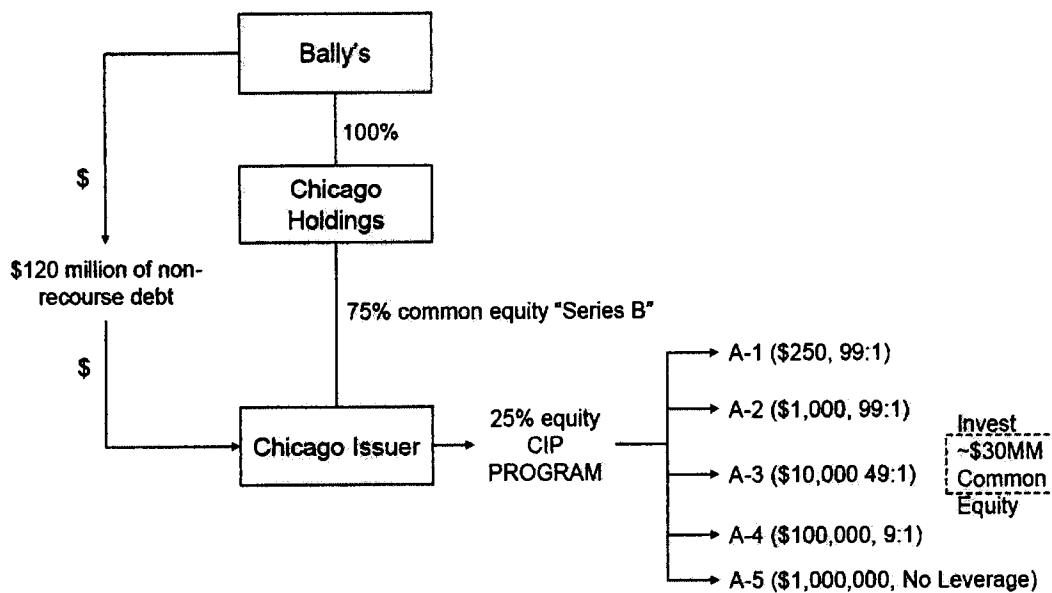


Exhibit "P".

(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Form Of Guaranty Agreement.

This Guaranty Agreement ("**Guaranty**") is made as of this ____ day of _____, 2022, by Bally's Corporation, a Delaware corporation ("**Guarantor**"), having its office at 100 Westminster Street, Providence, RI 02903, to and for the benefit of the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (the "**City**"). The Guarantor and the City shall be referred to herein individually as a "Party" and collectively as the "Parties".

R E C I T A L S

A. Bally's Chicago Operating Company, LLC, an Illinois limited liability company ("**Developer**") and the City have executed that certain Host Community Agreement dated of even date herewith ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain the Project.

B. Guarantor, as the ultimate parent company of Developer, will benefit from the financial success of Developer.

C. The execution and delivery of this Guaranty is required under the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, Guarantor, acknowledging that, but for the execution and delivery of this Guaranty, the City would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the City the following obligations of Developer under, in accordance with, and subject to the terms and conditions of this Guaranty (collectively, the "**Developer's Obligations**"): the full and faithful performance by Developer of its obligations under the Agreement.

2. Guarantor will have and maintain available financial resources in an amount reasonably sufficient to fund all amounts necessary to allow Guarantor to perform all of the Developer's Obligations.

3. Upon notice to Guarantor from the City that Developer has failed to perform any of the Developer's Obligations, Guarantor agrees to:

(a) assume full responsibility for and perform the Developer's Obligations in accordance with the terms, covenants and conditions of the Agreement;

(b) indemnify and hold the City harmless from and against any and all loss, cost, damage, injury, liability, claim or reasonable and documented expense the City may suffer or incur by reason of any nonpayment or nonperformance of any of the Developer's Obligations; and

(c) fully reimburse and repay the City promptly on demand for all reasonable, and documented outlays and expenses, including interest thereon at the Default Rate, that the City may make or incur by reason of any nonpayment or nonperformance of any of the Developer's Obligations.

4. Upon any Event of Default hereunder, the City shall have the following rights and remedies:

(a) if the City, in its sole discretion, chooses to do so, it may perform any or all of the Developer's Obligations to be performed hereunder on Guarantor's behalf. In such event, Guarantor shall reimburse the City within twenty (20) days of demand for all reasonable and documented costs and expenses, including reasonable attorneys' fees that the City may incur in performing those Developer's Obligations, together with interest thereon at the Default Rate from the dates they are incurred until paid; and

(b) in addition, the City may bring any action at law or in equity or both, to compel Guarantor to perform the Developer's Obligations hereunder and to collect compensation for all loss, cost, damage, injury and reasonable and documented expense which may be sustained or incurred by the City as a direct or indirect consequence of Guarantor's failure to perform those Developer's Obligations, including interest thereon at the Default Rate.

5. Guarantor authorizes the City to perform any and all of the following acts at any time in its sole discretion, upon written notice to Guarantor and without affecting the Developer's Obligations:

(a) with the consent of Developer, alter, amend or modify any terms of the Agreement, including renewing, compromising, extending or accelerating, or otherwise changing the time for performance thereunder;

(b) take and hold security for the Developer's Obligations, accept additional or substituted security therefor, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect and sell or otherwise dispose of any such security;

(c) apply any payments or recoveries from Developer, Guarantor or any other source, and any proceeds of any security, to the Developer's Obligations in such manner, order and priority as it may elect, whether or not those obligations are guaranteed by this Guaranty or secured at the time of the application;

(d) release Developer of all or any portion of its liability under the Developer's Obligations and the Agreement; or

(e) consent to any assignment or successive assignments of the Agreement by Developer.

6. Guarantor expressly agrees that until the Developer's Obligations are fully satisfied and each and every term, covenant and condition of this Guaranty is fully performed, Guarantor shall not be released by or because of:

(a) any act or event which might otherwise discharge, reduce, limit or modify the Developer's Obligations (other than the performance of the Developer's Obligations by Developer);

(b) any waiver, extension, modification, forbearance, delay or other act or omission of the City, or any failure to proceed promptly or otherwise as against Guarantor or any collateral, if any;

(c) any action, omission or circumstance which might increase the likelihood that Guarantor may be called upon to perform under this Guaranty or which might affect the rights or remedies of Guarantor as against Developer; or

(d) any dealings occurring at any time between Developer and the City, whether relating to the Agreement or otherwise.

Guarantor hereby expressly waives and surrenders any defense to its liability under this Guaranty based upon any of the foregoing acts, omissions, agreements, waivers or matters. It is the purpose and intent of this Guaranty that the obligations of Guarantor under it shall be absolute and unconditional under any and all circumstances.

7. Guarantor waives:

(a) all statutes of limitations as a defense to any action or proceeding brought against Guarantor by the City to the fullest extent permitted by law;

(b) any right it may have to require the City to proceed against Developer, proceed against or exhaust any security held from Developer, or pursue any other remedy in its power to pursue;

(c) any defense based on any claim that Guarantor's obligations exceed or are more burdensome than those of Developer;

(d) any defense based on: (i) any legal disability of Developer, (ii) any release, discharge, modification, impairment or limitation of the liability of Developer under the Agreement from any cause (other than the performance of the Developer's Obligations by Developer), whether consented to by the City or arising by operation of law or from any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships ("Insolvency Proceeding"), or (iii) any rejection or disaffirmance of the Agreement in any such Insolvency Proceeding;

(e) any defense based on any action taken or omitted by the City in any Insolvency Proceeding involving Developer, including any election to have a claim allowed as being secured, partially secured or unsecured, any extension of credit by the City to Developer in any Insolvency Proceeding, and the taking and holding by the City of any security for any such extension of credit; and

(f) all presentations, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Guaranty and of the existence, creation, payment or nonpayment of the Developer's Obligations and demands and notices of every kind and nature.

8. The City shall not be required, as a condition precedent to making a demand upon Guarantor or to bringing an action against Guarantor upon this Guaranty, to make demand upon, or to institute any action or proceeding at law or in equity against, Developer, any other guarantor or anyone else, or exhaust its remedies against Developer, any other guarantor or anyone else, or against any collateral, if any, given to secure the Developer's Obligations. All remedies afforded to the City by reason of this Guaranty are separate and cumulative remedies and it is agreed that no one of such remedies, whether exercised by the City or not, shall be deemed to be exclusive of any of the other remedies available to the City and shall not limit or prejudice any other legal or equitable remedy which the City may have.

9. Until the termination of this Guaranty in accordance with its terms, Guarantor hereby waives all rights of subrogation, contribution and indemnity against Developer, now or hereafter arising, whether arising hereunder, by operation of law or contract or otherwise, as well as the benefit of any collateral which may from time to time secure the Developer's Obligations, and to that end, Guarantor further agrees not to seek any reimbursement, restitution, or collection from, or enforce any right or remedy of whatsoever kind or nature in favor of Guarantor against,

Developer or any other person or any of their respective assets or properties for or with respect to any payments made by Guarantor to the City hereunder or in respect of the Developer's Obligations. The City, in the course of exercising any remedies available to it under the Agreement, at its sole option may elect which remedies it may wish to pursue without affecting any of its rights hereunder. The City may elect to forfeit any of its rights, unless such actions shall result in a full or partial loss of rights of subrogation which Guarantor, but for the City's actions, might have had.

10. If, at any time, all or any part of any payment previously applied by the City to any of the Developer's Obligations is rescinded or must otherwise be restored or returned by the City for any reason, including, without limitation, the insolvency, bankruptcy, dissolution, liquidation or reorganization of Developer, or upon or as a result of the appointment of a receiver, intervenor, custodian or conservator of, or trustee or similar officer for, Developer or any substantial part of its property, Guarantor shall remain liable for the full amount so rescinded or returned as though such payments had never been received by the City, notwithstanding any termination of this Guaranty or the cancellation of the Agreement evidencing the obligations of Developer.

11. Before signing this Guaranty, Guarantor investigated the financial condition and business operations of Developer, the present and former condition, uses and ownership of the Project, and such other matters as Guarantor deemed appropriate to assure itself of Developer's ability to discharge its obligations under the Agreement. Guarantor assumes full responsibility for that due diligence, as well as for keeping informed of all matters which may affect Developer's ability to pay and perform the Developer's Obligations. The City has no duty to disclose to Guarantor any information which it may have or receive about Developer's financial condition or business operations, the condition or uses of the Project, or any other circumstances bearing on Developer's ability to perform under the Agreement.

12. Any rights of Guarantor, whether now existing or hereafter arising, to receive payment on account of any indebtedness (including interest) owed to it by Developer, or to withdraw capital invested by it in Developer, or to receive distributions from Developer, shall, to the extent and in the manner provided herein, be subordinate as to time of payment and in all other respects to the full and prior payment and performance of Developer's Obligations (to the extent then due). Following and during the continuance of an Event of Default, Guarantor shall not be entitled to enforce or receive payment of any sums or distributions from Developer until the Developer's Obligations have been paid and performed in full (to the extent then due) and any such sums received in violation of this Guaranty shall be received by Guarantor in trust for the City.

13. Guarantor hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this Guaranty and consummate the transactions contemplated hereby;

(b) the execution and delivery of this Guaranty and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("**Governing Instruments**"), the laws of the jurisdiction of its formation and the laws of the State; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof; (3) subject to applicable law do not require the approval or consent of any Governmental Authority having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, any Government Requirements, agreement, commitment or instrument to which it is a party or by which any of its assets are bound;

(c) subject to applicable gaming laws, neither it nor any of its property has any immunity from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) or the jurisdiction of any court of the United States sitting in the State or any court of the State;

(d) the condensed and consolidated financial statements of Guarantor included in Guarantor's Form 10-Q for the quarterly period ended March 31, 2022 filed with the Securities and Exchange Commission on May 5, 2022 (the "**Financial Statements**") heretofore delivered to the City by Guarantor, are true and correct in all material respects as of the date thereof, have been prepared in accordance with GAAP, consistently applied (except insofar as any change in the application thereof is disclosed in such Financial Statements), and fairly present the consolidated financial condition of Guarantor and its subsidiaries as of March 31, 2022, and no materially adverse change has occurred in the financial condition reflected in such Financial Statements since March 31, 2022 and no material additional borrowings have been made or guaranteed by Guarantor since March 31, 2022, in either case, which individually or in the aggregate materially adversely affects the ability of Guarantor to pay and perform its obligations hereunder;

(e) none of the Financial Statements or any certificate or statement furnished to the City by or on behalf of Guarantor in connection herewith, and none of the representations and warranties in this Guaranty, contains any untrue statement as of its date of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein not misleading;

(f) Other than as disclosed in Guarantor's Form 10Ks and 10Qs filed pursuant to the Securities and Exchange Act of 1934, there are no actions, suits or proceedings pending, or, to the knowledge of Guarantor, threatened against or affecting Guarantor, or to Guarantor's knowledge which involve or to Guarantor's knowledge may individually or in the aggregate materially adversely affect the ability of Guarantor to perform any of its obligations under this Guaranty, and Guarantor is not in default with respect to any order, writ, injunction, decree or demand of any court, arbitration body or Governmental Authority, which default materially adversely affects the ability of Guarantor to pay and perform its obligations hereunder; and

(g) all permits, consents, approvals, orders and authorizations of, and all registrations, declarations and filings with, all Governmental Authorities (collectively, the "Consents"), if any, that are required in connection with the valid execution and delivery by Guarantor of this Guaranty have been obtained and Guarantor agrees that all Consents, if any, required in connection with the carrying out or performance of any of the transactions required or contemplated thereby (including, but not limited to, all authorizations, approvals, permits and consents) will be obtained when required in order to satisfy the obligations hereunder in accordance with the terms of this Guaranty.

14. Guarantor covenants with the City as follows:

(a) Guarantor will furnish to the City the following (it being understood that the filing publicly by Guarantor of such Financial Statements with the Securities and Exchange Commission shall satisfy this obligation):

(i) No later than sixty (60) days after the end of each fiscal quarter of Guarantor an unaudited consolidated balance sheet and consolidated statement of operations, certified as true and correct by the chief financial officer of Guarantor or by any other duly authorized representative of Guarantor reasonably acceptable to the City, which shall be prepared in accordance with GAAP, as applied to interim statements, consistently applied (except insofar as any change in the application thereof is disclosed in such financial statements).

(ii) No later than one hundred twenty (120) days after the end of each fiscal year of Guarantor an audited consolidated balance sheet and consolidated statement of operations prepared in accordance with GAAP.

None of the aforesaid financial statements or any certificate or statement furnished to the City by or on behalf of Guarantor in connection with the transactions contemplated hereby, and none of the representations and warranties in this Guaranty, shall contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein or herein not misleading.

(b) Guarantor shall give notice to the City promptly upon the occurrence of:

(i) any default or Event of Default known to Guarantor;
and

(ii) any (A) material default or event of default by Guarantor under any contractual obligation of Guarantor or (B) litigation, investigation or proceeding which may exist at any time between Guarantor or any Person or Governmental Authority, in each case which would reasonably be expected to have a material adverse effect on the ability of Guarantor to pay its obligations hereunder.

Each notice pursuant to this paragraph shall be accompanied by a statement setting forth details of the occurrence referred to therein and stating what action Guarantor proposes to take with respect thereto.

15. The City may declare Guarantor to be in default under this Guaranty upon the occurrence of any of the following events ("**Events of Default**").

(a) if Guarantor fails to pay any amounts required to be paid or expended under this Guaranty and such nonpayment continues for twenty (20) Business Days after written notice from the City;

(b) if Guarantor fails to comply with any covenants and agreements made by it in this Guaranty (other than those specifically described in any other subparagraph of this paragraph 15) and such noncompliance continues for fifteen (15) days after written notice from the City, provided, however, that if any such noncompliance is reasonably susceptible of being cured within thirty (30) days, but cannot with due diligence be cured within fifteen (15) days, and if Guarantor commences to cure any noncompliance within said fifteen (15) days and diligently prosecutes the cure to completion, then Guarantor shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within thirty (30) days of the first notice of such default to Guarantor;

(c) if any representation or warranty made by Guarantor hereunder was false or misleading in any material respect as of the time made;

(d) if any of the following events occur with respect to Guarantor: (i) by order of a court of competent jurisdiction, a receiver, liquidator or trustee of Guarantor or of any of the property of Guarantor (other than non-material property and with respect to which the appointment hereinafter referred to would not materially adversely affect the financial condition of Guarantor) shall be appointed and shall not have been discharged within ninety (90) days; (ii) a petition in bankruptcy, insolvency proceeding or petition for reorganization shall have been filed against Guarantor and same is not withdrawn, dismissed, canceled or terminated within ninety (90) days; (iii) Guarantor is adjudicated bankrupt or insolvent or a petition for reorganization is granted (without regard for any grace period provided for herein); (iv) there is an attachment or sequestration of any of the property of Guarantor and same is not discharged or bonded over within ninety (90) days; (v) Guarantor files or consents to the filing of any petition in bankruptcy or commences or consents to the commencement of any proceeding under the Federal Bankruptcy Code or any other law, now or hereafter in effect, relating to the reorganization of Guarantor or the arrangement or readjustment of the debts of Guarantor; or (vi) Guarantor makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts generally as they become due or consents to the appointment of a receiver, trustee or liquidator of Guarantor or of all or any material part of its property;

(e) if Guarantor ceases to do business or terminates its business for any reason whatsoever or shall cause or institute any proceeding for the dissolution of Guarantor; or

(f) except on satisfaction of the Developer's Obligations, if Guarantor attempts to withdraw, revoke or assert that the Guaranty is of no force or effect.

16. If any of the provisions of this Guaranty, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Guaranty, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

17. This writing is intended by the Parties as a final expression of this Guaranty, and is intended to constitute a complete and exclusive statement of the term of the agreement among the Parties. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this Guaranty. No amendment, modification, termination or waiver of any provision of this Guaranty, shall in any event be effective unless the same shall be in writing and signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver shall be implied from the City's delay in exercising or failing to exercise any right or remedy against Developer, Guarantor

or any collateral given to secure the Developer's Obligations. All terms used in this Guaranty, regardless of the number or gender in which they are used, shall be deemed to include any other number and any gender as the context may require. The term "or" should be read as inclusive.

18. Notices shall be given as follows:

(a) Any notice, demand or other communication which any Party may desire or may be required to give to any other Party hereto shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "e-mail") addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to City: Mayor
City of Chicago
121 N. LaSalle Street, 5th Floor
Chicago, Illinois 60602

copies to: Corporation Counsel

City of Chicago
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602

If to Guarantor: Bally's Corporation
Attn: Craig Eaton, Executive Vice President
100 Westminster Street
Providence, RI 02903

with copies to: Jonathan Mechanic, Esq.
Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004

(b) Any such notice, demand or communication shall be deemed delivered and effective upon actual delivery.

19. Time is of the essence in performance of this Guaranty by Guarantor.

20. Guarantor's obligations under this Guaranty are in addition to its obligations under any other existing or future guaranties, each of which shall remain in full force and effect until it is expressly modified or released in a writing signed by the City. Guarantor's obligations under this Guaranty are independent of those of Developer under the Agreement.

21. The terms of this Guaranty shall bind and benefit the legal representatives, successors and assigns of the City and Guarantor; provided, however, that Guarantor may not assign this Guaranty, or assign or delegate any of its rights or obligations under this Guaranty, without the prior written consent of the City in each instance.

22. This Guaranty shall be governed by, and construed in accordance with, the local laws of the State without application of its law of conflicts principles.

23. Submission to Jurisdiction

(a) The Parties expressly agree that the sole and exclusive place, status and forum of this Guaranty shall be the City. All actions and legal proceedings which in any way relate to this Guaranty shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City. It is the express intention of the Parties that the exclusive venue of all legal actions and procedures of any nature whatsoever which related in any way to this Guaranty shall be the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois (the "Court").

(b) If at any time during the Term, the Guarantor is not a resident of the State or has no officer, director, employee, or agent thereof available for service of process as a resident of the State, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the State, the Guarantor or its assignee hereby designates the Secretary of the State of Illinois, as its agent for the service of process in any court action between it and the City or arising out of or relating to this Guaranty and such service shall be made as provided by the laws of the State of Illinois for service upon a non-resident.

24. Guarantor acknowledges that it expects to benefit from the extension of the Agreement to Developer because of its relationship to Developer, and that it is executing this Guaranty in consideration of that anticipated benefit.

25. Notwithstanding anything to the contrary in this Guaranty or the Agreement, the obligations of Guarantor under this Guaranty with respect to the Developer's Obligations shall terminate and be of no further force or effect (subject to reinstatement pursuant to paragraph 10 hereof) upon the date that is two (2) years from the later of (i) the date on which Developer achieves Operations Commencement (Permanent Project) or (ii) the date on which Developer achieves Final Completion (Permanent Project). (For the avoidance of doubt, Final Completion (Permanent Project) does not include the Hotel Extension Rooms.)

26. The City shall not issue a written release of Developer, other than as it may be compelled to do so by court order unless it issues a similar release of Guarantor.

IN WITNESS WHEREOF, this Guaranty has been duly executed as of the day and year first above written.

CITY OF CHICAGO, ILLINOIS, a municipal
corporation

By: _____
Its: _____

BALLY'S CORPORATION, a Delaware
corporation

By: _____
Its: _____

MISCELLANEOUS BUSINESS.

Time Fixed For Next Succeeding Regular Meeting.

[O2022-1313]

By unanimous consent, Alderman Mitchell presented a proposed ordinance which reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the next regular meeting of the City Council of the City of Chicago shall be held on Wednesday, May 25, 2022, beginning at 10:00 A.M. in the Council Chamber on the second floor in City Hall, 121 North LaSalle Street, Chicago, Illinois. If prior to then there is a determination, in accordance with Section 7(e) of the Open Meetings Act, that an in-person meeting is not practical or prudent due to COVID-19, the next regular meeting of the City Council may be conducted by videoconference in accordance with applicable law. Any such determination will be posted on the City Clerk's website, along with an amended meeting agenda, indicating that the meeting will be conducted by videoconference, by 10:00 A.M. on Monday, May 23, 2022.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Mitchell, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

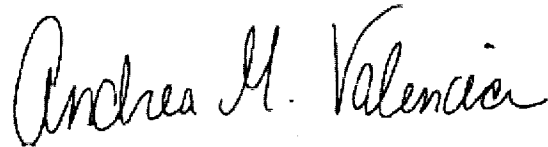
Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

Adjournment.

Thereupon, Alderman Mitchell moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, May 25, 2022, at 10:00 A.M., in the Council Chamber in City Hall.

A handwritten signature in black ink that reads "Andrea M. Valencia". The signature is written in a cursive, flowing style.

ANDREA M. VALENCIA,
City Clerk.

APPENDIX A
LEGISLATIVE INDEX

**JOURNAL of the PROCEEDINGS
of the
CITY COUNCIL
of the
CITY of CHICAGO, ILLINOIS**

Regular Meeting – May 23, 2022

Main Category List

LEGISLATIVE INDEX JOURNAL of the PROCEEDINGS of the CITY COUNCIL of the CITY of CHICAGO, ILLINOIS

Regular Meeting – May 23, 2022

Agreements

Alley

Appointments

Bonds & Bond Issues

Budget & Appropriations

City Council

City Departments/Agencies

Claims

Commendations & Declarations

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Energy/Environmental Issues

Executive Orders & Proclamations

Finance Funds

Journal Corrections

Lawsuits/Settlements

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Public Way Usage

Restricted Residential Zones

Signs/Signboards

Social Issues & Programs

Streets

Tax Incentives

Traffic

Tributes

United States Govt.

Zoning Reclassifications

Abbreviations And Acronyms

A

Admin.	Administration
Agcy.	Agency
a.k.a.	Also Known As
Ald.	Alderman
AME	African Methodist Episcopal Church
ANLAP	Adjacent Neighbors Land Acquisition Program
App.	Application
Apt(s).	Apartment(s)
Assn.	Association
Assoc.	Associates
Asst.	Assistant
Atty.	Attorney
Ave	Avenue
A.M.	Ante Meridian

B

B.A.	Bachelor of Arts
Bd. of Ed.	Board of Education
Bldg.	Building
Bhp.	Bishop
Blvd	Boulevard

C

Capt.	Captain
Card.	Cardinal
CCL	Concealed Carry License
CDBG	Community Development Block Grant
CDC	Community Development Commission
CEO	Chief Executive Officer
CFD	Chicago Fire Department
CFO	Chief Financial Officer
CFP	Chicago Firearm Permit
CHA	Chicago Housing Authority
Chap.	Chapter
Chpl.	Chaplain
Chgo.	Chicago
Co.	Company
Col.	Colonel
Com.	Committee/Community
Comdr.	Commander
Coml.	Commercial
Comm.	Commerce/Commission
Condo	Condominium
Co-Op	Cooperative

C

Corp.	Corporation
Corpl.	Corporal
Constr.	Construction
CPA	Certified Public Accountant
CPD	Chicago Police Department
CPS	Chicago Public Schools
Ct	Court
CTA	Chicago Transit Authority

D

DARLEP	Digital Automated Red Light Enforcement Program
d.b.a.	Doing Business As
Deferred	Action Deferred
Deg.	Degree(s)
Det.	Detective
Dept.	Department
Devel.	Developer/Development
Dist.	District
Div.	Division
Dr.	Doctor
Dr	Drive

E

E	East
EAV	Equalized Assessed Value
eb	eastbound
Elem.	Elementary
EMT	Emergency Medical Technician
Eng'r	Engineer
Equip.	Equipment
Exchg.	Exchange
Exec. Dir.	Executive Director
Expy.	Expressway

F

FAA	Federal Aviation Administration
Fahr.	Fahrenheit
FAR	Floor Area Ratio
FBI	Federal Bureau of Investigation
FDA	Federal Drug Administration
F.F.	Firefighter
Filed	Placed on File
FOID	Firearm Owner's Identification Card
Fr.	Father
ft.	feet
f.k.a.	formerly known as

Abbreviations And Acronyms

G

Gen. General
Govt. Government

H

Hon. Honorable
hrs. hours
HUD Housing and Urban
 Development
Hwy. Highway
HQ Headquarters

I

IDOT Illinois Dept. of Transportation
IL Illinois
Inc. Incorporated
Ind. Industries
Ins. Insurance
Insp. Gen. Inspector General
Inst'l Institutional

J

Jr. Junior

L

LCpl Lance Corporal
LLC Limited Liability Company
LP Limited Partnership
Lt. Lieutenant
Ltd. Limited
LUCHA Latin United Community
 Housing Association

M

Maj. Major
M.B. Master of Business
 Administration
MBE Minority Business-Owned
 Enterprise
MWBE Minority Women Business
 Enterprise
Mfg. Manufacturing
MFT Motor Fuel Tax
Mgmt. Management
mins. minutes

M

MOPD Mayors Office for People with
 Disabilities
Msgr. Monsignor
Mun. Municipal

N

N North
Natl. National
NFP Not-for-profit corporation
No. Number

O

Off. Officer
Org. Organization

P

pg(s) page(s)
PhD Doctor of Philosophy
Pkg. Package/Parking
Pkwy Parkway
Pl Place
Plz Plaza
P.M. Post Meridian
P.O. Police Officer
PFC Private First Class

Q

Q1 1st Quarter (Jan – Mar)
Q2 2nd Quarter (Apr – Jun)
Q3 3rd Quarter (Jul – Sep)
Q4 4th Quarter (Oct – Dec)

R

RA Very Reverend
Rd. Road
Re-Ref. Re-Referred
Redevel. Redevelopment
Ref. Referred
Rehab Rehabilitation
Res. Residence/Residential
Rest. Restricted
Rev. Reverend
ROTC Reserve Officer's Training
 Corps

Abbreviations And Acronyms

R

ROW	Right-of-way
RR	Railroad
Rt. Rev.	Right Reverend
Ry.	Railway
RTA	Regional Transportation Authority

S

S	South
SBIF	Small Business Improvement Fund
St.	Saint
Sch.	School
Sgt.	Sergeant
SFC.	Sergeant First Class
Sist.	Sister
Soc.	Society
Sq.	Square
Sr.	Senior
SSA	Special Service Area
SSgt.	Staff Sergeant
STEM	Science, Technology, Engineering and Math
Subdiv.	Subdivision
Supt.	Superintendent

T

Terr	Terrace
Thru	through
TIF	Tax Increment Financing
Trans.	Transportation

W

W	West
---	------

Y

YMCA	Young Men's Christian Association
YWCA	Young Women's Christian Association

Zoning Districts

ARPG	Air Rights Planned Development
B	Business
BPD	Business Planned Development
BEPD	Business Entertainment Planned Development
C	Commercial
CRWPD	Commercial Residential Waterway Planned Development
CPD	Commercial Planned Development
DC	Downtown Core
DX	Downtown Mixed-Use
DR	Downtown Residential
DS	Downtown Service
IPD	Institutional Planned Development
IRBPD	Institutional Residential Business Planned Development
M	Manufacturing
MPD	Manufacturing Planned Development
PD	Planned Development
PMD	Planned Manufacturing
POS	Parks and Open Space
R	Residential
RM	Residential Multi-Unit
RBPD	Residential Business Planned Development
RIPD	Residential Institutional Planned Development
RPD	Residential Planned Development
RS	Residential Single Unit (Detached House)
RBIPD	Residential Business Institutional Planned Development
RT	Residential Two-Flat, Townhouse and Multi-Unit

Abbreviations And Acronyms

Zoning Districts

RWPD	Residential-Waterway Planned Development
SD	Special Character Overlay
T	Transportation
WPD	Waterway Planned Development
WBPD	Waterway Business Planned Development
WHPD	Waterway-Heliport Planned Development
WIPD	Waterway Industrial Planned Development

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CITY COUNCIL LEGISLATIVE INDEX

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AGREEMENTS

Improvement

DataMade LLC

Continued operation and improved functionality of
Large Lot Land Sale program website

Lightfoot (Mayor) O2022-1285

Referred [C.J.p. 46047] Housing

Passed [C.J.p. 47760]

Intergovernmental

Chicago Board of Education

900 W 23rd St

Allocation of tax increment financing funds to
reduce chimney structure height at John
Greenleaf Whittier Elementary School

Lightfoot (Mayor) O2022-1271

Referred [C.J.p. 46042] Finance

Passed [C.J.p. 47238]

Chicago Board of Education

950 W 33rd Pl

Allocation of tax increment financing funds to
reduce chimney structure height at Phillip D.
Armour Elementary School

Lightfoot (Mayor) O2022-1267

Referred [C.J.p. 46042] Finance

Passed [C.J.p. 47243]

Chicago Board of Education

3250 W Adams St

Allocation of tax increment financing funds to
replace fire alarm system and reduce height of
chimney stack at John Marshall Metropolitan High
School

Lightfoot (Mayor) O2022-1264

Referred [C.J.p. 46042] Finance

Passed [C.J.p. 47184]

Chicago Board of Education

2501 W Addison St

Allocation of tax increment financing funds for
replacement of high pressure steam mechanical
system at Albert G. Lane Technical High School

Lightfoot (Mayor) O2022-1263

Referred [C.J.p. 46042] Finance

Passed [C.J.p. 47190]

AGREEMENTS

Intergovernmental

Chicago Board of Education

5501 N Kedzie Ave

Allocation of tax increment financing funds for
new soccer, track, softball and lacrosse fields at
Northside College Preparatory High School

Lightfoot (Mayor) O2022-1259

Referred [C.J.p. 46042] Finance

Passed [C.J.p. 47201]

Chicago Board of Education

5335 S Kenwood Ave

Allocation of tax increment financing funds to
construct new playground and sports field, and
upgrade building automation system at Phillip
Murray Elementary Language Academy

Lightfoot (Mayor) O2022-1265

Referred [C.J.p. 46042] Finance

Passed [C.J.p. 47207]

Chicago Board of Education

3425 N Major Ave

Allocation of tax increment financing funds for turf
field replacement at Peter A. Reinberg
Elementary School

Lightfoot (Mayor) O2022-1260

Referred [C.J.p. 46042] Finance

Passed [C.J.p. 47213]

Chicago Board of Education

1321 S Paulina St

Allocation of tax increment financing funds to
reduce chimney structure height at Simpson
Academy High School for Young Women

Lightfoot (Mayor) O2022-1270

Referred [C.J.p. 46042] Finance

Passed [C.J.p. 47218]

Chicago Board of Education

2021 N Point St

Allocation of tax increment financing funds for
replacement of turf field at Salmon P. Chase
Elementary School

Lightfoot (Mayor) O2022-1262

Referred [C.J.p. 46042] Finance

Passed [C.J.p. 47223]

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CITY COUNCIL LEGISLATIVE INDEX

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AGREEMENTS

Intergovernmental

Chicago Board of Education
3715 W Polk St
Allocation of tax increment financing funds to reduce chimney structure height at John Milton Gregory Elementary School
Lightfoot (Mayor) O2022-1268
Referred [C.J.p. 46042] Finance
Passed [C.J.p. 47228]

Chicago Board of Education
3436 W Wilson Ave
Allocation of tax increment financing funds for new soccer field and asphalt parking lot at Theodore Roosevelt High School
Lightfoot (Mayor) O2022-1261
Referred [C.J.p. 46042] Finance
Passed [C.J.p. 47233]

Chicago Transit Authority
Blue Line California station
Infrastructure repairs utilizing Tax Increment Financing (TIF) fund assistance
Lightfoot (Mayor) O2022-1769
Referred [C.J.p. 47158] Finance

Chicago Transit Authority
Brown Line Western station
Infrastructure repairs utilizing Tax Increment Financing (TIF) fund assistance
Lightfoot (Mayor) O2022-1770
Referred [C.J.p. 47158] Finance

Chicago Transit Authority
43rd Street Green Line Station
Infrastructure repairs utilizing Tax Increment Financing (TIF) fund assistance
Lightfoot (Mayor) O2022-1765
Referred [C.J.p. 47158] Finance

Chicago Transit Authority
Blue Line (Forest Park Branch) between Damen Ave and Ashland Ave
Infrastructure repairs utilizing Tax Increment Financing (TIF) fund assistance
Lightfoot (Mayor) O2022-1767
Referred [C.J.p. 47158] Finance

AGREEMENTS

Intergovernmental

Chicago Board of Education
11140 S Bishop St
Allocation of tax increment financing funds to reduce chimney structure height at John D. Shoop Math-Science Technical Academy ES
Lightfoot (Mayor) O2022-1269
Referred [C.J.p. 46042] Finance
Passed [C.J.p. 47196]

Cook County
Extension and/or modification of Chicago-Cook Workforce Partnership regarding federal Workforce Innovation and Opportunity Act funds
Lightfoot (Mayor) O2022-1694
Referred [C.J.p. 47165] Workforce Development

Metropolitan Pier and Exposition Authority- McCormick Place Lakeside Center
2301 S Dr Martin Luther King Jr Dr
Lease of office and storage space by Department of Police Bicycle Unit
Lightfoot (Mayor) O2022-1276
Referred [C.J.p. 46048] Housing
Passed [C.J.p. 47765]

Public Building Commission
First amendment to master intergovernmental agreement authorizing Tax Incremental Financing (TIF) funds for various projects
Lightfoot (Mayor) O2022-1706
Referred [C.J.p. 47157] Finance

U.S. Department of Army, Chicago District, Corps of Engineers
250 N Breakwater Access Rd
Supplemental agreements No. 1 and No. 2 for extension of City's use of helipad
Lightfoot (Mayor) O2022-1273
Referred [C.J.p. 46048] Housing
Passed [C.J.p. 47772]

License
Chicago Hospitality Partners LLC
O'Hare International Airport concession/license agreements and digital platform agreements
Lightfoot (Mayor) O2022-1215
Referred [C.J.p. 46044] Aviation
Passed [C.J.p. 47324]

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AGREEMENTS

License

Grab Chicago JV LLC
O'Hare International Airport concession/license agreements and digital platform agreements
Lightfoot (Mayor) O2022-1215
Referred [C.J.p. 46044] Aviation
Passed [C.J.p. 47324]

Host International, Inc.
O'Hare International Airport concession/license agreements and digital platform agreements
Lightfoot (Mayor) O2022-1215
Referred [C.J.p. 46044] Aviation
Passed [C.J.p. 47324]

Metropolitan Pier and Exposition Authority
2301 S Dr Martin Luther King Jr Dr
Office space and storage for Department of Police Bicycle Unit
Lightfoot (Mayor) O2022-1276
Referred [C.J.p. 46048] Housing
Passed [C.J.p. 47765]

MRG Chicago LLC
O'Hare International Airport concession/license agreements and digital platform agreements
Lightfoot (Mayor) O2022-1215
Referred [C.J.p. 46044] Aviation
Passed [C.J.p. 47324]

Loan & Security

Center on Halsted Project
3628-3656 N Halsted St
Loan forgiveness agreement subject to use restrictions for additional years
Lightfoot (Mayor) O2022-1705
Referred [C.J.p. 47164] Housing

Miscellaneous

Illinois Bell Telephone Company LLC
Chicago O'Hare International Airport property ground lease
Replacement of copper lines with fiber optic lines for off-site service to airport and planned alteration/demolition of tenant's Telephone Exchange Building on existing airport property
Lightfoot (Mayor) O2022-1703
Referred [C.J.p. 47162] Aviation

AGREEMENTS

Redevelopment

B.U.I.L.D., Inc., BUILD Support Corp. (QALICB)
5100 W Harrison St, 5112 W Harrison St
Renovation and facility addition utilizing tax incremental financing funds for youth community center with sports and fitness components
Lightfoot (Mayor) O2022-1257
Referred [C.J.p. 46043] Finance
Passed [C.J.p. 47248]

Bubbly Dynamics LLC
1400 W 46th St
Renovation with assistance of Neighborhood Opportunity Funds and Build Community Wealth Bonuses for food service incubator businesses
Lightfoot (Mayor) O2022-1286
Referred [C.J.p. 46044] Budget
Passed [C.J.p. 47634]

Ogden Washtenaw JV LLC
2652 W Ogden Ave
Amendment of Neighborhood Opportunity Fund agreement for economic development and housing in North Lawndale community
Lightfoot (Mayor) O2022-887
Referred [C.J.p. 45399] Budget
Passed [C.J.p. 47644]

WHP-IID LLC, WHP-IID LLC, WHP-IID Manager LLC, Brinshore PL LLC, Michaels Chicago Holding Company 2
145 N Damen Ave, 1951-1959 W Lake St, Westhaven Park IID residential housing
Providing lending, tax funds and tax incremental financing (TIF) funds with use covenant restrictions
Lightfoot (Mayor) O2022-1771
Referred [C.J.p. 47159] Finance

Use

Christ Universal Temple, Inc.
11901 S Ashland Ave, 11901 S Loomis St
First amendment to Right of Entry Agreement for City use of parking lots
Lightfoot (Mayor) O2022-1274
Referred [C.J.p. 46048] Housing
Passed [C.J.p. 47780]

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ALLEY

Ingress/Egress

2500 W Roosevelt Development, Inc.
 1146, 1148, 1152, 1154, 1156 S Campbell Ave and
 2510, 2514, 2524, 2528, 2536, 2540 W Roosevelt
 Rd
 Ervin (28) O2022-1172
 Referred [C.J.p. 46856] Transportation
 Passed [C.J.p. 47909]
 3232-3236 North Harlem Avenue LLC
 3232-3236 N Harlem Ave
 Taliaferro (29) O2022-1661
 Referred [C.J.p. 47989] Transportation
 3352 N Ashland Ave LLC
 3352 N Ashland Ave
 Martin (47) O2022-1597
 Referred [C.J.p. 47995] Transportation
 3443 Ashland Land Owner LLC
 3429 N Ashland Ave
 Tunney (44) O2022-943
 Referred [C.J.p. 46867] Transportation
 Passed [C.J.p. 47909]
 3443 N Ashland Land Owner LLC
 3441-3459 N Ashland Ave
 Tunney (44) O2022-944
 Referred [C.J.p. 46867] Transportation
 Passed [C.J.p. 47910]
 3601 N Ravenswood LLC
 3605 N Ravenswood Ave
 Martin (47) O2022-1598
 Referred [C.J.p. 47995] Transportation
 A-OK Body, Inc./Ricardo Alcantara
 5805 S Archer Ave
 Tabares (23) O2022-1030
 Referred [C.J.p. 46854] Transportation
 Passed [C.J.p. 47904]
 Chicago Parking Solutions
 5128 N Kenmore Ave
 Osterman (48) O2022-1168
 Referred [C.J.p. 46870] Transportation
 Passed [C.J.p. 47904]

ALLEY

Ingress/Egress

El Portal
 2134 S Troy St
 Scott, Jr. (24) O2022-1543
 Referred [C.J.p. 47986] Transportation
 Erie Neighborhood House
 1634 W Van Buren St
 Burnett (27) O2022-1554
 Referred [C.J.p. 47988] Transportation
 Exbud LLC
 4543 S Ellis Ave
 King (4) O2022-1026
 Referred [C.J.p. 46849] Transportation
 Passed [C.J.p. 47910]
 Explora Learning Center
 5859 W Irving Park Rd
 Sposato (38) O2022-1097
 Referred [C.J.p. 46862] Transportation
 Passed [C.J.p. 47904]
 GXSR LLC-4323 N Paulina Series
 4323 N Paulina St
 Martin (47) O2022-1538
 Referred [C.J.p. 47995] Transportation
 HI-Speed Auto Servie & Racing, Inc./Sebastian
 Salgado
 6039 S Oak Park Ave
 Tabares (23) O2022-1029
 Referred [C.J.p. 46854] Transportation
 Passed [C.J.p. 47905]
 House of Wah Sun
 3234 W Irving Park Rd
 Rodriguez Sanchez (33) O2022-1311
 Direct Introduction Transportation
 Passed [C.J.p. 47905]
 Intercultural Montessori Language School
 114 S Racine Ave
 Burnett (27) O2022-1031
 Referred [C.J.p. 46855] Transportation
 Passed [C.J.p. 47905]

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ALLEY

Ingress/Egress

Ivy Lane Corp.
2501 N Western Ave
La Spata (1) O2022-1613
Referred [C.J.p. 47984] Transportation
JK Equities LLC
1000 S Michigan Ave
If capacity exceeds six spaces
King (4) O2022-1615
Referred [C.J.p. 47985] Transportation
Little Minds Daycare Center/Jackie Hawkins
4726 W Madison St
Ervin (28) O2022-1173
Referred [C.J.p. 46856] Transportation
Passed [C.J.p. 47906]
Mayfield Care and Rehab
5905 W Washington Blvd
Taliaferro (29) O2022-1660
Referred [C.J.p. 47989] Transportation
Mother's Nature Childcare, Inc. III
3755-3759 N Harlem Ave
Sposato (38) O2022-1619
Referred [C.J.p. 47990] Transportation
Mountain Top Kids/ Janet Peter
3107 W Devon Ave
Silverstein (50) O2022-1034
Referred [C.J.p. 46871] Transportation
Passed [C.J.p. 47906]
North Center Loan Acquisition LLC
1952 W Lawrence Ave
Martin (47) O2022-1033
Referred [C.J.p. 46869] Transportation
Passed [C.J.p. 47906]
North Union LLC
908 N Halsted St
Burnett (27) O2022-1550
Referred [C.J.p. 47988] Transportation
North Union LLC
920 N Wells St
Burnett (27) O2022-1552
Referred [C.J.p. 47988] Transportation

ALLEY

Ingress/Egress

Owlcrest Development LLC
1321 S Wood St
Ervin (28) O2022-1174
Referred [C.J.p. 46856] Transportation
Passed [C.J.p. 47907]
Paulina Building LLC
4913 N Paulina St
Martin (47) O2022-1539
Referred [C.J.p. 47995] Transportation
Priority Wrecker Service, Inc.
2107 W Fulton St
Burnett (27) O2022-1553
Referred [C.J.p. 47988] Transportation
Revel Bar LLC, d.b.a. Electric Garden
324 S Racine Ave
Ervin (28) O2022-1175
Referred [C.J.p. 46856] Transportation
Passed [C.J.p. 47907]
Vision 2020 Investment Group
812-826 N Wolcott Ave
Hopkins (2) O2022-1095
Referred [C.J.p. 46846] Transportation
Passed [C.J.p. 47908]
W.T. Oki Motors, Inc., d.b.a. City Scooters
6320 N Milwaukee Ave
Nugent (39) O2022-1171
Referred [C.J.p. 46864] Transportation
Passed [C.J.p. 47908]
Wheels on Elston
3700 W Montrose Ave
Ramirez-Rosa (35) O2022-1248
Referred [C.J.p. 46860] Transportation
Passed [C.J.p. 47908]

Vacation

Chicago 413 Carpenter LLC
Bounded by W Hubbard St, N Morgan St, W
Kinzie St and N Carpenter St
Release of restrictive use covenant
Burnett (27) O2022-1166
Referred [C.J.p. 46855] Transportation
Passed [C.J.p. 47872]

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CITY COUNCIL LEGISLATIVE INDEX

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APPOINTMENTS

Akinbiyi, Omotola F.
 Greater Ravenswood Commission (Special Service Area No. 31) (Member)
 Lightfoot (Mayor) A2022-64
 Referred [C.J.p. 46019] Economic
 Approved [C.J.p. 47661]

Alder, Nickecia "Nick"
 Advisory Council on LGBTQ+ Issues (Member)
 Lightfoot (Mayor) A2022-72
 Referred [C.J.p. 46024] Health
 Approved [C.J.p. 47699]

Atkins, Denise L.
 Advisory Council on Equity (Member)
 Lightfoot (Mayor) A2022-66
 Referred [C.J.p. 46020] Health
 Approved [C.J.p. 47693]

Balthazar, Christopher
 Advisory Council on LGBTQ+ Issues (Member)
 Lightfoot (Mayor) A2022-73
 Referred [C.J.p. 46025] Health
 Approved [C.J.p. 47700]

Barrera, Jose
 Brighton Park-Archer Heights Commission (Special Service Area No. 39) (Member)
 Lightfoot (Mayor) A2022-98
 Referred [C.J.p. 47155] Economic

Bazil, Joseph R.
 Advisory Council on Veterans (Member)
 Lightfoot (Mayor) A2022-75
 Referred [C.J.p. 46026] Health
 Approved [C.J.p. 47702]

Bolotin, Laurence A
 Advisory Council on Equity (Member)
 Lightfoot (Mayor) A2022-67
 Referred [C.J.p. 46020] Health
 Approved [C.J.p. 47694]

Bonilla, Silvia
 Advisory Council on Women (Member)
 Lightfoot (Mayor) A2022-83
 Referred [C.J.p. 46032] Health
 Approved [C.J.p. 47710]

APPOINTMENTS

Carli, Diane M
 BrightonPark-Archer Heights Commission (Special Service Area No. 39) (Member)
 Lightfoot (Mayor) A2022-97
 Referred [C.J.p. 47155] Economic

Davis, Matthew M.
 Board of Health (Member)
 Lightfoot (Mayor) A2022-92
 Referred [C.J.p. 46037] Health
 Approved [C.J.p. 47717]

Dinell-Diamond, Bonnie L
 Commercial Avenue Commission (Special Service Area No. 5) (Member)
 Lightfoot (Mayor) A2022-94
 Referred [C.J.p. 47152] Economic

Eisner-Kleye, Jessie
 Howard Street Commission (Special Service Area No. 19) (Member)
 Lightfoot (Mayor) A2022-95
 Referred [C.J.p. 47153] Economic

Flagg, James J.
 Advisory Council on Veterans (Member)
 Lightfoot (Mayor) A2022-81
 Referred [C.J.p. 46027] Health
 Approved [C.J.p. 47703]

Gomez, Jacqueline
 Advisory Council on Women (Member)
 Lightfoot (Mayor) A2022-84
 Referred [C.J.p. 46033] Health
 Approved [C.J.p. 47711]

Gordon, Dallas F., Jr.
 103rd Halsted Commission, (Special Service Area No. 45) (Member)
 Lightfoot (Mayor) A2022-99
 Referred [C.J.p. 47156] Economic

Johnson, Emanuel "Manny"
 Advisory Council on Veterans (Member)
 Lightfoot (Mayor) A2022-82
 Referred [C.J.p. 46028] Health
 Approved [C.J.p. 47705]

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APPOINTMENTS

Ju, Daniel

Broadway Commercial District Commission
(Special Service Area No. 26) (Member)

Lightfoot (Mayor) A2022-61

Referred [C.J.p. 46017] Economic

Approved [C.J.p. 47658]

Kaiser, Kearby J.

North Halsted Commission (Special Service Area
No. 18) (Member)

Lightfoot (Mayor) A2022-65

Referred [C.J.p. 46015] Economic

Approved [C.J.p. 47656]

Kilacky, Ryan P.

Advisory Council on Veterans (Member)

Lightfoot (Mayor) A2022-76

Referred [C.J.p. 46028] Health

Approved [C.J.p. 47704]

Kovac, Danae N.

Advisory Council on New Americans (Member)

Lightfoot (Mayor) A2022-74

Referred [C.J.p. 46025] Health

Approved [C.J.p. 47701]

Lin, Janet Y.

Board of Health (President)

Lightfoot (Mayor) A2022-90

Referred [C.J.p. 46038] Health

Approved [C.J.p. 47718]

Malaguti, Marina i.

Advisory Council on Women (Member)

Lightfoot (Mayor) A2022-85

Referred [C.J.p. 46033] Health

Approved [C.J.p. 47712]

McCarthy, Nora A.

West Town Commission (Special Service Area
No. 29-2014) (Member)

Lightfoot (Mayor) A2022-62

Referred [C.J.p. 46018] Economic

Approved [C.J.p. 47659]

APPOINTMENTS

O'Brien, Allan

North Halsted Commission (Special Service Area
No. 18) (Member)

Lightfoot (Mayor) A2022-60

Referred [C.J.p. 46016] Economic

Approved [C.J.p. 47657]

Ocasio, Denisse

Advisory Council on Veterans (Member)

Lightfoot (Mayor) A2022-77

Referred [C.J.p. 46029] Health

Approved [C.J.p. 47706]

O'Connell, Michael R.

Advisory Council on Veterans (Member)

Lightfoot (Mayor) A2022-79

Referred [C.J.p. 46031] Health

Approved [C.J.p. 47707]

Osuch, Brenda E

Advisory Council on Veterans (Member)

Lightfoot (Mayor) A2022-78

Referred [C.J.p. 46030] Health

Approved [C.J.p. 47708]

Rudyk, James, Jr.

Advisory Council on Equity (Member)

Lightfoot (Mayor) A2022-68

Referred [C.J.p. 46021] Health

Approved [C.J.p. 47695]

Shepard, William J.

Lakeview East (Special Service Area No. 8)
(Member)

Lightfoot (Mayor) A2022-59

Referred [C.J.p. 46015] Economic

Approved [C.J.p. 47655]

Simmons, Loren Y.

Advisory Council on Women (Member)

Lightfoot (Mayor) A2022-86

Referred [C.J.p. 46034] Health

Approved [C.J.p. 47713]

Tinsley, Jennifer W.

Advisory Council on Equity (Member)

Lightfoot (Mayor) A2022-69

Referred [C.J.p. 46022] Health

Approved [C.J.p. 47696]

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APPOINTMENTS

Tobiason, Steven E.
West Town Commission (Special Service Area
No. 29-2014) (Member)
Lightfoot (Mayor) A2022-63
Referred [C.J.p. 46018] Economic
Approved [C.J.p. 47660]
Tortorelo, Linda X.
Advisory Council on Women (Member)
Lightfoot (Mayor) A2022-87
Referred [C.J.p. 46035] Health
Approved [C.J.p. 47714]
Trevino, Loretta Ivette
Advisory Council on Women (Member)
Lightfoot (Mayor) A2022-88
Referred [C.J.p. 46036] Health
Approved [C.J.p. 47715]
Waas, Shehana
Advisory Council on Equity (Member)
Lightfoot (Mayor) A2022-70
Referred [C.J.p. 46022] Health
Approved [C.J.p. 47697]
Walker, Sharif
Advisory Council on Equity (Member)
Lightfoot (Mayor) A2022-71
Referred [C.J.p. 46023] Health
Approved [C.J.p. 47698]
Welch, Jennifer A.
Advisory Council on Women (Member)
Lightfoot (Mayor) A2022-89
Referred [C.J.p. 46036] Health
Approved [C.J.p. 47716]
Wesley, Debra G.
Board of Health (Member)
Lightfoot (Mayor) A2022-93
Referred [C.J.p. 46039] Health
Approved [C.J.p. 47719]
Wroblewski, Jack B
Six Corners Commission (Special Service Area
No. 28-2014) (Member)
Lightfoot (Mayor) A2022-96
Referred [C.J.p. 47154] Economic

APPOINTMENTS

Zambrano, Oscar Ivan
Board of Health (Member)
Lightfoot (Mayor) A2022-91
Referred [C.J.p. 46039] Health
Approved [C.J.p. 47720]
Ziener, Michael J
Advisory Council on Veterans (Member)
Lightfoot (Mayor) A2022-80
Referred [C.J.p. 46031] Health
Approved [C.J.p. 47709]

BONDS & BOND ISSUES

C40 Preservation Associates Limited Partnership
209 S Kedzie Ave, 3137-3157 W Fifth Ave
Issuance of multi-family housing revenue bonds to
construct affordable housing
Lightfoot (Mayor) O2022-1707
Referred [C.J.p. 47157] Finance
Encuentro Square II LP, Encuentro Square II GP,
Latin United Community Housing Assn.
3737 W Cortland St
Issuance of multi-family low-income bonds for
purchase and development of housing
development
Lightfoot (Mayor) O2022-1247
Referred [C.J.p. 46041] Finance
Passed [C.J.p. 47181]
Greater Southwest Development Corporation
2626 W 63rd St
Issuance of affordable housing revenue bonds for
senior living development
Lightfoot (Mayor) O2022-1708
Referred [C.J.p. 47157] Finance

BUDGET & APPROPRIATIONS

Annual Appropriation Ordinance

Year 2022

Fund No. 925 amendment
Office of Public Safety Administration, Dept. of
Family and Support Services, Dept. of Water
Lightfoot (Mayor) SO2022-1272
Referred [C.J.p. 46045] Budget
Passed as [C.J.p. 47651]
Substitute

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BUDGET & APPROPRIATIONS

Annual Appropriation Ordinance

Year 2022

Fund No. 925 Amendment

Reallocation Vaccine Preventable Diseases
program funds to Dept of Business Affairs and
Consumer Protection

Lightfoot (Mayor) O2022-1639

Referred [C.J.p. 47163] Budget

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Miscellaneous

Reaffirmation of commitment to protection of
reproductive health care rights

Nugent (39), and Others R2022-588

Referred [C.J.p. 47991] Health

Support for protection and expansion of abortion
rights

Villegas (36), and Others R2022-536

Referred [C.J.p. 46861] Health

Adopted [C.J.p. 47721]

Regular Meetings

May 25, 2022 at 10:00 A.M., Council Chambers

Mitchell (7) O2022-1313

Passed [C.J.p. 48222]

CITY DEPARTMENTS/AGENCIES

Assets, Information and Services

Call for hearing regarding current data sharing
practices and tools and establishment of plan to
improve more effective platforms

Villegas (36) R2021-1127

Referred [C.J.p. 38297] Economic

Adopted [C.J.p. 47674]

Buildings

Call for representative to attend hearing on deaths
at James Sneider Apartments

Hadden (49) R2022-541

Referred [C.J.p. 47995] Housing

Family & Support Services

Call for representative to attend hearing on deaths
at James Sneider Apartments

Hadden (49) R2022-541

Referred [C.J.p. 47995] Housing

CITY DEPARTMENTS/AGENCIES

Health

Call for Commissioner to hold hearings on HIV
crisis in African American communities

Sawyer (6) R2022-589

Referred [C.J.p. 47986] Health

Call for representative to attend hearing on deaths
at James Sneider Apartments

Hadden (49) R2022-541

Referred [C.J.p. 47995] Housing

Housing

Call for representative to attend hearing on deaths
at James Sneider Apartments

Hadden (49) R2022-541

Referred [C.J.p. 47995] Housing

Law

Call for representative to attend hearing on deaths
at James Sneider Apartments

Hadden (49) R2022-541

Referred [C.J.p. 47995] Housing

Police

Call for cooperation in investigation of claims of
innocence made by George Anderson, Javon
Deloney, Jerome Johnson and James Lenoir

Lopez (15) Or2022-145

Referred [C.J.p. 47986] Public Safety

CLAIMS

Damage to Property

Baxter, Rosie L.

Misc. Transmittal CL2022-525

Referred [C.J.p. 47172] Finance

Bonelli, Frank A.

Misc. Transmittal CL2022-457

Referred [C.J.p. 47173] Finance

Mihalios, Mihail S.

Misc. Transmittal CL2022-553

Referred [C.J.p. 47177] Finance

Morano, Michael J.

Misc. Transmittal CL2022-419

Referred [C.J.p. 47177] Finance

Pedroza, Gonzalo

Misc. Transmittal CL2022-458

Referred [C.J.p. 47178] Finance

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CLAIMS

Damage to Property

Sanders, Sadie		
Misc. Transmittal	CL2022-378	
Referred [C.J.p. 47178]	Finance	
Sivac, Fate		
Misc. Transmittal	CL2022-409	
Referred [C.J.p. 47179]	Finance	
Vegas, Chris		
Misc. Transmittal	CL2022-497	
Referred [C.J.p. 47180]	Finance	

Damage to Vehicle

American Family Ins. and Slywczuk, Nicholas		
Misc. Transmittal	CL2022-555	
Referred [C.J.p. 47172]	Finance	
Blumenthal, Seth H.		
Misc. Transmittal	CL2022-526	
Referred [C.J.p. 47173]	Finance	
Freeman, Jasmine D.		
Misc. Transmittal	CL2022-540	
Referred [C.J.p. 47174]	Finance	
Jardon, Joaquin		
Misc. Transmittal	CL2022-493	
Referred [C.J.p. 47175]	Finance	
Kuhlman, Jeremy		
Misc. Transmittal	CL2022-513	
Referred [C.J.p. 47176]	Finance	
Ramirez Verdin, Omar Onorio		
Misc. Transmittal	CL2022-455	
Referred [C.J.p. 47178]	Finance	
Razani, Bahman		
Misc. Transmittal	CL2022-527	
Referred [C.J.p. 47178]	Finance	
Riley, Janet M.		
Misc. Transmittal	CL2022-514	
Referred [C.J.p. 47178]	Finance	
Riley, Timothy M.		
Misc. Transmittal	CL2022-381	
Referred [C.J.p. 47178]	Finance	
Ross, Mary A.		
Misc. Transmittal	CL2022-379	
Referred [C.J.p. 47178]	Finance	

CLAIMS

Damage to Vehicle

Saffold, Arthur W.		
Misc. Transmittal	CL2022-492	
Referred [C.J.p. 47178]	Finance	
Santos, Karen		
Misc. Transmittal	CL2022-495	
Referred [C.J.p. 47179]	Finance	
Slaughter, Lolita		
Misc. Transmittal	CL2022-474	
Referred [C.J.p. 47179]	Finance	
State Farm Ins. and Clayton, Sean T.		
Misc. Transmittal	CL2022-515	
Referred [C.J.p. 47179]	Finance	
State Farm Ins. and Franczak, Nicholas A.		
Misc. Transmittal	CL2022-436	
Referred [C.J.p. 47179]	Finance	
Tolbert, Michael		
Misc. Transmittal	CL2022-539	
Referred [C.J.p. 47179]	Finance	
Walker, Sheila M.		
Misc. Transmittal	CL2022-496	
Referred [C.J.p. 47180]	Finance	

Damage to Vehicle - Pothole

Misc. Transmittal		
CL2022-490		
Referred [C.J.p. 47172]	Finance	
Adobea, Afua		
Misc. Transmittal	CL2022-428	
Referred [C.J.p. 47172]	Finance	
Aldawood, Ahmed D.		
Misc. Transmittal	CL2022-477	
Referred [C.J.p. 47172]	Finance	
Alheim, Amy E.		
Misc. Transmittal	CL2022-551	
Referred [C.J.p. 47172]	Finance	
Allstate Ins. and Borowicz, Fred		
Misc. Transmittal	CL2022-554	
Referred [C.J.p. 47172]	Finance	
Anghel, Paul		
Misc. Transmittal	CL2022-380	
Referred [C.J.p. 47172]	Finance	

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CLAIMS

Damage to Vehicle - Pothole

Bach, Karen J.	
Misc. Transmittal	CL2022-392
Referred [C.J.p. 47172]	Finance
Bakalli, Burim A.	
Misc. Transmittal	CL2022-519
Referred [C.J.p. 47172]	Finance
Ballard, Keanna L.	
Misc. Transmittal	CL2022-542
Referred [C.J.p. 47172]	Finance
Berezniak, Chris B	
Misc. Transmittal	CL2022-400
Referred [C.J.p. 47172]	Finance
Besse, Anthony M.	
Misc. Transmittal	CL2022-548
Referred [C.J.p. 47172]	Finance
Bisceglie, Vanessa R.	
Misc. Transmittal	CL2022-563
Referred [C.J.p. 47172]	Finance
Bishop, Beverly E.	
Misc. Transmittal	CL2022-420
Referred [C.J.p. 47172]	Finance
Bonneville, Geoffrey P.	
Misc. Transmittal	CL2022-435
Referred [C.J.p. 47173]	Finance
Bredrup, Timothy S.	
Misc. Transmittal	CL2022-545
Referred [C.J.p. 47173]	Finance
Brenner, Marc	
Misc. Transmittal	CL2022-466
Referred [C.J.p. 47173]	Finance
Byrne, Joseph	
Misc. Transmittal	CL2022-387
Referred [C.J.p. 47173]	Finance
Cameron, Marion A.	
Misc. Transmittal	CL2022-473
Referred [C.J.p. 47173]	Finance
Campo, Tatiana-Vera	
Misc. Transmittal	CL2022-427
Referred [C.J.p. 47173]	Finance

CLAIMS

Damage to Vehicle - Pothole

Cappitelli, Robert J.	
Misc. Transmittal	CL2022-384
Referred [C.J.p. 47173]	Finance
Chemello, Danielle V.	
Misc. Transmittal	CL2022-397
Referred [C.J.p. 47173]	Finance
Clarke, Charlotte A.	
Misc. Transmittal	CL2022-509
Referred [C.J.p. 47173]	Finance
Cole, Sarah J.	
Misc. Transmittal	CL2022-557
Referred [C.J.p. 47173]	Finance
Cooke, Malinda	
Misc. Transmittal	CL2022-503
Referred [C.J.p. 47173]	Finance
Coronado, Richard	
Misc. Transmittal	CL2022-535
Referred [C.J.p. 47173]	Finance
Crossley, Sean R.	
Misc. Transmittal	CL2022-411
Referred [C.J.p. 47173]	Finance
Crump, Carolyn D	
Misc. Transmittal	CL2022-408
Referred [C.J.p. 47173]	Finance
Daly, Marie-Louise	
Misc. Transmittal	CL2022-439
Referred [C.J.p. 47173]	Finance
Davis, Malinda	
Misc. Transmittal	CL2022-502
Referred [C.J.p. 47173]	Finance
De Leon, Leslie	
Misc. Transmittal	CL2022-479
Referred [C.J.p. 47173]	Finance
De Leon, Leslie	
Misc. Transmittal	CL2022-480
Referred [C.J.p. 47177]	Finance
Dechev, Angelica E.	
Misc. Transmittal	CL2022-506
Referred [C.J.p. 47173]	Finance

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CLAIMS

Damage to Vehicle - Pothole

DeCosmo, Nicole J.	
Misc. Transmittal	CL2022-416
Referred [C.J.p. 47173]	Finance
DeCosmo, Nicole J.	
Misc. Transmittal	CL2022-417
Referred [C.J.p. 47173]	Finance
Delrosario, Sonya	
Misc. Transmittal	CL2022-404
Referred [C.J.p. 47173]	Finance
Dent, Nichole M.	
Misc. Transmittal	CL2022-507
Referred [C.J.p. 47174]	Finance
DeWitt, Jacqueline A	
Misc. Transmittal	CL2022-390
Referred [C.J.p. 47174]	Finance
Dhawan, Amit	
Misc. Transmittal	CL2022-558
Referred [C.J.p. 47174]	Finance
Dimas, Katerina C.	
Misc. Transmittal	CL2022-415
Referred [C.J.p. 47174]	Finance
Doherty, Philip	
Misc. Transmittal	CL2022-511
Referred [C.J.p. 47174]	Finance
Dominguez, Luis	
Misc. Transmittal	CL2022-556
Referred [C.J.p. 47174]	Finance
Dovalina, Bradley V.	
Misc. Transmittal	CL2022-454
Referred [C.J.p. 47174]	Finance
Eskenazi, Paul B	
Misc. Transmittal	CL2022-426
Referred [C.J.p. 47174]	Finance
Farnsworth, Christine S.	
Misc. Transmittal	CL2022-448
Referred [C.J.p. 47174]	Finance
Fleshman, Deanna M.	
Misc. Transmittal	CL2022-530
Referred [C.J.p. 47174]	Finance

CLAIMS

Damage to Vehicle - Pothole

Fojtik, Christine M.	
Misc. Transmittal	CL2022-516
Referred [C.J.p. 47174]	Finance
Foster, Amanda L.	
Misc. Transmittal	CL2022-467
Referred [C.J.p. 47174]	Finance
Frederick, Peter J.	
Misc. Transmittal	CL2022-470
Referred [C.J.p. 47174]	Finance
Frederick, Peter J.	
Misc. Transmittal	CL2022-469
Referred [C.J.p. 47174]	Finance
Frutos, Veronica	
Misc. Transmittal	CL2022-434
Referred [C.J.p. 47174]	Finance
Fulop, Judith A.	
Misc. Transmittal	CL2022-446
Referred [C.J.p. 47174]	Finance
Golden, Robert R.	
Misc. Transmittal	CL2022-510
Referred [C.J.p. 47174]	Finance
Goldman, Joshua D.	
Misc. Transmittal	CL2022-562
Referred [C.J.p. 47174]	Finance
Golota, Alexandra A.	
Misc. Transmittal	CL2022-524
Referred [C.J.p. 47174]	Finance
Gonzalez, Jovanna	
Misc. Transmittal	CL2022-523
Referred [C.J.p. 47174]	Finance
Hallett, Sarah J.	
Misc. Transmittal	CL2022-451
Referred [C.J.p. 47174]	Finance
Hameed, Raheel	
Misc. Transmittal	CL2022-388
Referred [C.J.p. 47174]	Finance
Hameline, Justin G.	
Misc. Transmittal	CL2022-528
Referred [C.J.p. 47175]	Finance

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CLAIMS

Damage to Vehicle - Pothole

Harris, Deborah L.	
Misc. Transmittal	CL2022-565
Referred [C.J.p. 47175]	Finance
Harris, Valorie J.	
Misc. Transmittal	CL2022-449
Referred [C.J.p. 47175]	Finance
Hasselquist, Laura	
Misc. Transmittal	CL2022-429
Referred [C.J.p. 47175]	Finance
Hayes, Jennifer M.	
Misc. Transmittal	CL2022-418
Referred [C.J.p. 47175]	Finance
Henderson-Woss, Beverly	
Misc. Transmittal	CL2022-517
Referred [C.J.p. 47175]	Finance
Hermanek, Thomas	
Misc. Transmittal	CL2022-546
Referred [C.J.p. 47175]	Finance
Hoffman-Peterson, Joshua G.	
Misc. Transmittal	CL2022-498
Referred [C.J.p. 47175]	Finance
Holler, Nanda S.	
Misc. Transmittal	CL2022-532
Referred [C.J.p. 47175]	Finance
Ilenikhena, Oseghale E	
Misc. Transmittal	CL2022-406
Referred [C.J.p. 47175]	Finance
Jackson, Robert E.	
Misc. Transmittal	CL2022-464
Referred [C.J.p. 47175]	Finance
James, Deon J.	
Misc. Transmittal	CL2022-504
Referred [C.J.p. 47175]	Finance
Jewel, Cynthia S.	
Misc. Transmittal	CL2022-468
Referred [C.J.p. 47175]	Finance
Johnson, Kimberly L.	
Misc. Transmittal	CL2022-386
Referred [C.J.p. 47175]	Finance

CLAIMS

Damage to Vehicle - Pothole

Jones, Floyd L.	
Misc. Transmittal	CL2022-500
Referred [C.J.p. 47175]	Finance
Jorgensen, Morten	
Misc. Transmittal	CL2022-405
Referred [C.J.p. 47175]	Finance
Khan, Omar M.	
Misc. Transmittal	CL2022-501
Referred [C.J.p. 47175]	Finance
Khaykin, Tatyana D.	
Misc. Transmittal	CL2022-440
Referred [C.J.p. 47175]	Finance
Kimmons, Roderick	
Misc. Transmittal	CL2022-402
Referred [C.J.p. 47175]	Finance
Knox, Sara K.	
Misc. Transmittal	CL2022-508
Referred [C.J.p. 47175]	Finance
Kountoures, John C.	
Misc. Transmittal	CL2022-432
Referred [C.J.p. 47175]	Finance
Kratzer, Raymond L.	
Misc. Transmittal	CL2022-393
Referred [C.J.p. 47176]	Finance
Kroupa, James R.	
Misc. Transmittal	CL2022-559
Referred [C.J.p. 47176]	Finance
Kumar, Sanjay	
Misc. Transmittal	CL2022-398
Referred [C.J.p. 47176]	Finance
LaCorcia, John Paul	
Misc. Transmittal	CL2022-536
Referred [C.J.p. 47176]	Finance
Lagunas, Christopher	
Misc. Transmittal	CL2022-533
Referred [C.J.p. 47176]	Finance
Le, Tuan M.	
Misc. Transmittal	CL2022-431
Referred [C.J.p. 47176]	Finance

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CLAIMS

Damage to Vehicle - Pothole

Li, Tak S.	
Misc. Transmittal	CL2022-399
Referred [C.J.p. 47176]	Finance
Lobato, Tomas	
Misc. Transmittal	CL2022-461
Referred [C.J.p. 47176]	Finance
Locasto, Joseph W.	
Misc. Transmittal	CL2022-561
Referred [C.J.p. 47176]	Finance
Loesch, Anne Marie	
Misc. Transmittal	CL2022-537
Referred [C.J.p. 47176]	Finance
Loritz, Adam	
Misc. Transmittal	CL2022-383
Referred [C.J.p. 47176]	Finance
Loza, Crystal	
Misc. Transmittal	CL2022-396
Referred [C.J.p. 47176]	Finance
Lyles, James E.	
Misc. Transmittal	CL2022-494
Referred [C.J.p. 47176]	Finance
Mahoney, Mary C.	
Misc. Transmittal	CL2022-543
Referred [C.J.p. 47176]	Finance
Martinez, Lezette	
Misc. Transmittal	CL2022-485
Referred [C.J.p. 47176]	Finance
Martinez, Tatiana M	
Misc. Transmittal	CL2022-407
Referred [C.J.p. 47176]	Finance
Marzullo, Jerry	
Misc. Transmittal	CL2022-433
Referred [C.J.p. 47176]	Finance
Mattozzi, Francesca M.	
Misc. Transmittal	CL2022-424
Referred [C.J.p. 47176]	Finance
McCurdy, Shafrika K.	
Misc. Transmittal	CL2022-475
Referred [C.J.p. 47176]	Finance

CLAIMS

Damage to Vehicle - Pothole

McGee, Tairance J.	
Misc. Transmittal	CL2022-484
Referred [C.J.p. 47176]	Finance
McKinney, Maurice	
Misc. Transmittal	CL2022-462
Referred [C.J.p. 47177]	Finance
Metropoulos, Georgia	
Misc. Transmittal	CL2022-460
Referred [C.J.p. 47177]	Finance
Miller, Jameese R.	
Misc. Transmittal	CL2022-531
Referred [C.J.p. 47177]	Finance
Mills, Ellen M.	
Misc. Transmittal	CL2022-471
Referred [C.J.p. 47177]	Finance
Mitchell, John F.	
Misc. Transmittal	CL2022-489
Referred [C.J.p. 47177]	Finance
Morfin, Brisma L.	
Misc. Transmittal	CL2022-413
Referred [C.J.p. 47177]	Finance
Mortel, Bernardito	
Misc. Transmittal	CL2022-472
Referred [C.J.p. 47177]	Finance
Myrick, Keith E.	
Misc. Transmittal	CL2022-447
Referred [C.J.p. 47177]	Finance
Nawara, Daniel T.	
Misc. Transmittal	CL2022-444
Referred [C.J.p. 47177]	Finance
Neese, Travis M.	
Misc. Transmittal	CL2022-452
Referred [C.J.p. 47177]	Finance
O'Brien, Amy L.	
Misc. Transmittal	CL2022-549
Referred [C.J.p. 47177]	Finance
O'Brien, Sean P.	
Misc. Transmittal	CL2022-456
Referred [C.J.p. 47177]	Finance

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CLAIMS

Damage to Vehicle - Pothole

Oni, Olusola B.	
Misc. Transmittal	CL2022-541
Referred [C.J.p. 47177]	Finance
Ortiz, Armando	
Misc. Transmittal	CL2022-478
Referred [C.J.p. 47177]	Finance
Owens, Patrick	
Misc. Transmittal	CL2022-544
Referred [C.J.p. 47177]	Finance
Pacelli, Judy M.	
Misc. Transmittal	CL2022-499
Referred [C.J.p. 47177]	Finance
Papp, Deidre K.	
Misc. Transmittal	CL2022-425
Referred [C.J.p. 47177]	Finance
Paredes, Carmen	
Misc. Transmittal	CL2022-394
Referred [C.J.p. 47177]	Finance
Parrett, Michael E.	
Misc. Transmittal	CL2022-522
Referred [C.J.p. 47177]	Finance
Patel, Renee G.	
Misc. Transmittal	CL2022-566
Referred [C.J.p. 47177]	Finance
Pelaez, Antoinette	
Misc. Transmittal	CL2022-412
Referred [C.J.p. 47178]	Finance
Peric, Aldijana	
Misc. Transmittal	CL2022-421
Referred [C.J.p. 47178]	Finance
Petergal, Emma M.	
Misc. Transmittal	CL2022-438
Referred [C.J.p. 47178]	Finance
Pozo, Marisabel	
Misc. Transmittal	CL2022-550
Referred [C.J.p. 47178]	Finance
Preston, Thelma J.	
Misc. Transmittal	CL2022-518
Referred [C.J.p. 47178]	Finance

CLAIMS

Damage to Vehicle - Pothole

Protofanousis, Ana M.	
Misc. Transmittal	CL2022-442
Referred [C.J.p. 47178]	Finance
Rahman, Abed	
Misc. Transmittal	CL2022-423
Referred [C.J.p. 47178]	Finance
Rawski, Glenn	
Misc. Transmittal	CL2022-445
Referred [C.J.p. 47178]	Finance
Reese, Marquita J.	
Misc. Transmittal	CL2022-453
Referred [C.J.p. 47178]	Finance
Riley, Kristin L.	
Misc. Transmittal	CL2022-564
Referred [C.J.p. 47178]	Finance
Rodriguez, Edgar I.	
Misc. Transmittal	CL2022-463
Referred [C.J.p. 47178]	Finance
Rosa, Oliva E.	
Misc. Transmittal	CL2022-476
Referred [C.J.p. 47178]	Finance
Rosenzweig, Bruce A.	
Misc. Transmittal	CL2022-547
Referred [C.J.p. 47178]	Finance
Rubin, Tal M.	
Misc. Transmittal	CL2022-488
Referred [C.J.p. 47178]	Finance
Rusu, Georgeta A	
Misc. Transmittal	CL2022-403
Referred [C.J.p. 47178]	Finance
Ryan, Denis P	
Misc. Transmittal	CL2022-395
Referred [C.J.p. 47178]	Finance
Salinas, Gabriela	
Misc. Transmittal	CL2022-538
Referred [C.J.p. 47178]	Finance
Schmidt, Heidi	
Misc. Transmittal	CL2022-410
Referred [C.J.p. 47179]	Finance

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CLAIMS

Damage to Vehicle - Pothole

Schusler, Tanya N.	
Misc. Transmittal	CL2022-521
Referred [C.J.p. 47179]	Finance
Sehgal, Amrita	
Misc. Transmittal	CL2022-487
Referred [C.J.p. 47179]	Finance
Sepiol, Andrew L.	
Misc. Transmittal	CL2022-481
Referred [C.J.p. 47179]	Finance
Sharda, Lisa	
Misc. Transmittal	CL2022-465
Referred [C.J.p. 47179]	Finance
Shoafstall, Joshua H.	
Misc. Transmittal	CL2022-422
Referred [C.J.p. 47179]	Finance
Silich, Ruby L. and Mark A.	
Misc. Transmittal	CL2022-430
Referred [C.J.p. 47179]	Finance
Smith, Stephanie R	
Misc. Transmittal	CL2022-401
Referred [C.J.p. 47179]	Finance
Stapka, Thomas P.	
Misc. Transmittal	CL2022-552
Referred [C.J.p. 47179]	Finance
State Farm Ins. and Gordon, Dana	
Misc. Transmittal	CL2022-437
Referred [C.J.p. 47179]	Finance
Subramanian, Thyagarajan	
Misc. Transmittal	CL2022-520
Referred [C.J.p. 47179]	Finance
Talmadge, Jayme A.	
Misc. Transmittal	CL2022-560
Referred [C.J.p. 47179]	Finance
Tarnasiewicz-Heldut, Andrzej	
Misc. Transmittal	CL2022-391
Referred [C.J.p. 47179]	Finance
Taylor, Alethea C.	
Misc. Transmittal	CL2022-382
Referred [C.J.p. 47179]	Finance

CLAIMS

Damage to Vehicle - Pothole

Thomas, Jeremiah M.	
Misc. Transmittal	CL2022-389
Referred [C.J.p. 47179]	Finance
Thomas, Patrick W.	
Misc. Transmittal	CL2022-534
Referred [C.J.p. 47179]	Finance
Topacio, Ericka	
Misc. Transmittal	CL2022-491
Referred [C.J.p. 47179]	Finance
Tracey, Zakious	
Misc. Transmittal	CL2022-482
Referred [C.J.p. 47179]	Finance
Tracey, Zakious	
Misc. Transmittal	CL2022-483
Referred [C.J.p. 47176]	Finance
Trankle, Rick	
Misc. Transmittal	CL2022-529
Referred [C.J.p. 47180]	Finance
Van, Chung K.	
Misc. Transmittal	CL2022-414
Referred [C.J.p. 47180]	Finance
Vidricko, John L.	
Misc. Transmittal	CL2022-443
Referred [C.J.p. 47180]	Finance
Visby, Kristin L	
Misc. Transmittal	CL2022-385
Referred [C.J.p. 47180]	Finance
Weber, Gregory N.	
Misc. Transmittal	CL2022-505
Referred [C.J.p. 47180]	Finance
Williams, Randy	
Misc. Transmittal	CL2022-450
Referred [C.J.p. 47180]	Finance
Williams, Todd W.	
Misc. Transmittal	CL2022-486
Referred [C.J.p. 47180]	Finance
Xerogianes, Maria C.	
Misc. Transmittal	CL2022-459
Referred [C.J.p. 47180]	Finance

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CLAIMS

Damage to Vehicle - Pothole

Yarn, Jimmie O.

Misc. Transmittal

CL2022-441

Referred [C.J.p. 47180]

Finance

Small Claims

Barcenas, Maria and sundry others

Waguespack (32)

Or2022-131

Direct Introduction

Finance

Passed [C.J.p. 47319]

Barnes, Sabrina and sundry others

Waguespack (32)

CL2022-512

Direct Introduction

Finance

Failed to [C.J.p. 47322]

Pass

COMMENDATIONS & DECLARATIONS

Anderson, Helen J.

75th birthday

Lopez (15)

R2022-564

Adopted [C.J.p. 47929]

Ann & Robert H. Lurie's Children's Hospital of Chicago

Recognition of Lurie's Children's and declaration of June 9 as "Lurie's Children's Day"

Hopkins (2)

R2022-542

Adopted [C.J.p. 47915]

Austin, Lenora M.

75th birthday

Harris (8)

R2022-544

Adopted [C.J.p. 47917]

Barron, Gloria L.

75th birthday

Harris (8)

R2022-545

Adopted [C.J.p. 47918]

Biggane, Maureen (Comdr.)

Retirement from CPD

Nugent (39)

R2022-560

Adopted [C.J.p. 47947]

Bishop, Arthur

Retirement from Safer Foundation

Burke (14)

R2022-556

Adopted [C.J.p. 47927]

COMMENDATIONS & DECLARATIONS

Borges, Antonio

65th birthday

Lopez (15)

R2022-565

Adopted [C.J.p. 47930]

Brown, George W.

75th birthday

Lopez (15)

R2022-566

Adopted [C.J.p. 47931]

Carbajal, Juan

65th birthday

Lopez (15)

R2022-567

Adopted [C.J.p. 47931]

Castaneda, Jose

75th birthday

Lopez (15)

R2022-568

Adopted [C.J.p. 47932]

Coleman, Kenneth

65th birthday

Lopez (15)

R2022-569

Adopted [C.J.p. 47933]

Dancy, Otis

85th birthday

Harris (8)

R2022-546

Adopted [C.J.p. 47919]

Evans, Lawrence G.

70th birthday

Harris (8)

R2022-547

Adopted [C.J.p. 47919]

Garcia, Sara

70th birthday

Lopez (15)

R2022-570

Adopted [C.J.p. 47933]

Gayle, Helene D. (Dr.)

Appointment as present of Spelman College

Burke (14)

R2022-557

Adopted [C.J.p. 47928]

Gonzalez, Natalia

65th birthday

Lopez (15)

R2022-571

Adopted [C.J.p. 47934]

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COMMENDATIONS & DECLARATIONS

Green, Brenda M.
75th birthday
Harris (8) R2022-548
Adopted [C.J.p. 47920]
Griffin, Stanley
70th birthday
Lopez (15) R2022-572
Adopted [C.J.p. 47935]
Johnson, Eugene A.
65th birthday
Harris (8) R2022-549
Adopted [C.J.p. 47921]
Jones, Earnest
65th birthday
Lopez (15) R2022-573
Adopted [C.J.p. 47935]
Labra, Maria S.
75th birthday
Lopez (15) R2022-574
Adopted [C.J.p. 47936]
Larios, Roberto
70th birthday
Lopez (15) R2022-575
Adopted [C.J.p. 47937]
Long, Roosevelt
65th birthday
Harris (8) R2022-550
Adopted [C.J.p. 47921]
Matusik, William C.
75th birthday
Lopez (15) R2022-576
Adopted [C.J.p. 47937]
McGill, Roger
Service and participation in Honor Flight
Nugent (39) R2022-561
Adopted [C.J.p. 47948]
McGill, William
Community service
Hairston (5) R2022-543
Adopted [C.J.p. 47916]

COMMENDATIONS & DECLARATIONS

McIntosh, Sherry A.
80th birthday
Harris (8) R2022-551
Adopted [C.J.p. 47922]
Monroe, Howard A.
65th birthday
Lopez (15) R2022-577
Adopted [C.J.p. 47938]
Moore, Mary A.
70th birthday
Lopez (15) R2022-578
Adopted [C.J.p. 47939]
Oneal, Charles A.
85th birthday
Harris (8) R2022-552
Adopted [C.J.p. 47923]
Pearson, Albert
65th birthday
Lopez (15) R2022-579
Adopted [C.J.p. 47939]
Ramirez, Salvador
70th birthday
Lopez (15) R2022-580
Adopted [C.J.p. 47940]
Recognition of godparents and declaration of July
15, 2022 as "Godparent's Day"
Cappleman (46) R2022-563
Adopted [C.J.p. 47949]
Reid, Celeste M.
70th birthday
Harris (8) R2022-553
Adopted [C.J.p. 47923]
Rinkus, Donald K.
65th birthday
Lopez (15) R2022-581
Adopted [C.J.p. 47941]
Sanchez, Angel C.
70th birthday
Lopez (15) R2022-582
Adopted [C.J.p. 47941]

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COMMENDATIONS & DECLARATIONS

Sosa, Iraida
65th birthday
Lopez (15) R2022-583
Adopted [C.J.p. 47942]
Strides for Peace
Hosting of Race Against Gun Violence
Reboyas (30) R2022-558
Adopted [C.J.p. 47945]
Twardosz, Clementine
100th birthday
Quinn (13) R2022-555
Adopted [C.J.p. 47925]
Vasquez, Pablo
75th birthday
Lopez (15) R2022-584
Adopted [C.J.p. 47943]
Webster, Jimmie L.
75th birthday
Lopez (15) R2022-585
Adopted [C.J.p. 47943]
Williams, Jimmie
75th birthday
Lopez (15) R2022-586
Adopted [C.J.p. 47944]

COMMITTEE/PUBLIC HEARINGS

Committee on Economic, Capital and Technology Development

Call for hearing on fleet electrification implementation
Villegas (36) R2022-267
Referred [C.J.p. 45991] Economic
Adopted [C.J.p. 47676]
Call for hearing regarding Dept. of Assets, Information and Services, current data sharing practices and tools, and establishment of plan to improve more effective platforms
Villegas (36) R2021-1127
Referred [C.J.p. 38297] Economic
Adopted [C.J.p. 47674]

COMMITTEE/PUBLIC HEARINGS

Committee on Housing and Real Estate

Call for hearing on deaths at James Sneider Apartments
Hadden (49) R2022-541
Referred [C.J.p. 47995] Housing

Committee on Public Safety

Call for appointment of Clemency Investigations, Inc. to investigate claims of innocence made by George Anderson, Javon Deloney, Jerome Johnson and James Lenoir
Lopez (15) Or2022-145
Referred [C.J.p. 47986] Public Safety

ENERGY/ENVIRONMENTAL ISSUES

Open Space Impact Fees

1807-1815 N Kimball Ave, Bloomingdale 606 Trail in Logan Square/Humboldt neighborhoods
Expenditure of environmental clean-up costs for development of access point park
Lightfoot (Mayor) O2022-1252
Referred [C.J.p. 46049] Special Events
Passed [C.J.p. 47868]

NeighborSpace

3013 W Fifth Ave
Payment for or reimbursement of environmental remediation costs associated with project easement access for Metropolitan Water Reclamation District
Lightfoot (Mayor) O2022-1253
Referred [C.J.p. 46049] Special Events
Passed [C.J.p. 47863]

NeighborSpace, Near North Unity Program and Urban Rivers

Payment for or reimbursement of capital costs for expansion of Chicago River North Branch Wild River Boardwalk, habitat and floating gardens
Lightfoot (Mayor) O2022-1254
Referred [C.J.p. 46049] Special Events
Passed [C.J.p. 47845]

EXECUTIVE ORDERS & PROCLAMATIONS

No. 2022-2 - Increased Enforcement of Municipal Code Section 8-16-020 (Curfew Hours for Minors)
Lightfoot (Mayor) F2022-31
Filed
Filed [C.J.p. 47166]

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FINANCE FUNDS

Neighborhoods Opportunity Fund

Bubbly Dynamics LLC
1400 W 46th St
Renovation to complete kitchens for food service
incubator businesses
Lightfoot (Mayor) O2022-1286
Referred [C.J.p. 46044] Budget
Passed [C.J.p. 47634]

Transfer

Committee on Economic, Capital & Technology
Development
Appropriation for Year 2022 contracted service
Villegas (36) O2022-1227
Referred [C.J.p. 46860] Budget
Passed [C.J.p. 47654]

JOURNAL CORRECTIONS

Year 2021

Correcting passage of SO2021-1226 by striking
"lobe" on line 10 then replacing with "to be"
April 21, 2021 (C.J.p. 29645)
Valencia (Clerk) O2022-1315
Referred [C.J.p. 47180] Rules

LAWSUITS/SETTLEMENTS

Lawsuits

Brunilda Torres, as Independent Administrator of
the Estate of Jose Angel Felipe Nieves, Deceased
v. City of Chicago, et al., cited as 17 C 88
Waguespack (32) Or2022-133
Direct Introduction Finance
Passed [C.J.p. 47317]
Daniel Taylor v. City of Chicago, cited as 14 CV
0737
Waguespack (32) Or2022-132
Direct Introduction Finance
Passed [C.J.p. 47316]

Report of Settlements

Month of April 2022
Waguespack (32) F2022-32
Direct Introduction Finance
Filed [C.J.p. 47324]

MUNICIPAL CODE AMENDMENTS

Title 2 - City Government & Administration

Ch. 14 Dept. of Administrative Hearings

2-14-132 (a) modifying vehicle impoundment
provision by adding subsection 9-76-140 (c)
concerning mufflers and exhaust system
regulations, to list of use-related offense sections
Hopkins (2) SO2020-4203
Referred [C.J.p. 20996] Pedestrian and
Traffic Safety
Passed [C.J.p. 47811]

Ch. 80 Community Commission for Public Safety and Accountability

2-80-040 (b) modifying age requirements for two
Commissioners
Osterman (48), and Others O2022-1242
Referred [C.J.p. 46870] Public Safety
Passed [C.J.p. 47840]

Title 3 - Revenue & Finance

Ch. 12 Sewer Revenue Fund

3-12-020 and 3-12-070 amending sewer service
charge and late payment penalty for residential
property of users enrolled in Water-for-All Program
La Spata (1), and Others O2021-413
Referred [C.J.p. 27453] Environment
Failed to [C.J.p. 47678]
Pass

Ch. 56 Wheel Tax Licenses

3-56-041 perpetuating provision for reduced-term
wheel tax licenses, and deleting pilot program
period therefor
Valencia (Clerk), and Others O2022-1611
Referred [C.J.p. 47180] Finance

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 5 License Fees for Title 4 Licenses

4-5-010 adding Outdoor Entertainment Venue to
license fee schedule
Lightfoot (Mayor) O2022-1279
Referred [C.J.p. 46041] License
Passed [C.J.p. 47798]

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MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-010 adding definition of "Outdoor Entertainment Venue" as more than 3,000 people outdoors, conducting amusements but not sporting events nor subject to Lakefront Venue liquor license, alcoholic liquor permissible for sale or consumption

Lightfoot (Mayor) O2022-1279

Referred [C.J.p. 46041] License

Passed [C.J.p. 47798]

4-60-021 adding Outdoor Entertainment Venues to class of venues not subject to prohibitions of additional liquor licenses

Lightfoot (Mayor) O2022-1279

Referred [C.J.p. 46041] License

Passed [C.J.p. 47798]

4-60-022 (10.274) allow additional alcoholic liquor licenses on portions of S Ewing Ave

Sadlowski Garza (10) O2022-1027

Referred [C.J.p. 46850] License

Passed [C.J.p. 47786]

4-60-022 (21.348) allow additional alcoholic liquor licenses on portions of S Vincennes Ave

Brookins (21) O2022-1225

Referred [C.J.p. 46852] License

Passed [C.J.p. 47787]

4-60-022 (30.30) and (35.19) disallow additional alcoholic liquor licenses on portions of W Armitage Ave

Maldonado (26) O2022-1546

Referred [C.J.p. 47987] License

4-60-022 (47.5) allow additional alcoholic liquor licenses on portions of N Ashland Ave

Martin (47) O2022-1540

Referred [C.J.p. 47994] License

4-60-023 (1.102) reserves subsection

La Spata (1) O2022-1036

Referred [C.J.p. 46845] License

Passed [C.J.p. 47789]

4-60-023 (1.110) and (1.111) disallow issuance of additional package goods licenses on portions of N Milwaukee Ave

La Spata (1) O2022-1036

Referred [C.J.p. 46845] License

Passed [C.J.p. 47789]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-023 (30.45) allow additional package goods licenses on portions of W Belmont Ave

Reboyras (30) O2022-1222

Referred [C.J.p. 46857] License

Passed [C.J.p. 47791]

4-60-023 (30.49) allow additional package goods licenses on portions of N Central Ave

Reboyras (30) O2022-1223

Referred [C.J.p. 46858] License

Passed [C.J.p. 47792]

4-60-023 (35.15) allow additional package goods licenses on portions of W Fullerton Ave

Waguespack (32), Ramirez- O2022-1032

Referred [C.J.p. 46859] License

Passed [C.J.p. 47794]

4-60-023 (39.83) allow additional package goods licenses on portions of N Elston Ave

Nugent (39) O2022-1170

Referred [C.J.p. 46863] License

Passed [C.J.p. 47795]

4-60-024 adding Outdoor Entertainment Venue to class that may transfer interest of additional license where license lapsed, to restricted transfers enumerated here as to certain family, testamentary devisee interest, certain ownership percentages or purchase acquisition

Lightfoot (Mayor) O2022-1279

Referred [C.J.p. 46041] License

Passed [C.J.p. 47798]

4-60-071 (a) (c) (e) (h) modifying special conditions regarding Navy Pier liquor licenses, and inserting Figure 4-60-071(c) depicting locations exclusively eligible for issuance of licenses under subsection (a)(1)

Reilly (42) O2022-1627

Referred [C.J.p. 47991] License

4-60-076 (g) (i) prohibiting Outdoor Entertainment Venue at planned development that permit residential uses, and restricting license issuance to one per license period

Smith (43), Reilly (42) O2022-1623

Referred [C.J.p. 47993] License

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MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-076 (new) (a) thru (h) establishing special conditions for Outdoor Entertainment Venue liquor licenses

Lightfoot (Mayor) O2022-1279

Referred [C.J.p. 46041] License

Passed [C.J.p. 47798]

4-60-130 (c) (2) restricting hours of operation of outdoor patios in central business district, and setting paragraph expiration date of December 1, 2022

Reilly (42) O2022-1628

Referred [C.J.p. 47992] License

4-60-130 adding Outdoor Entertainment Venue hours of operation restrictions when sale or consumption of alcohol cannot occur

Lightfoot (Mayor) O2022-1279

Referred [C.J.p. 46041] License

Passed [C.J.p. 47798]

Ch. 156 Amusements

4-156-426 (new) (a) (b) adding outdoor entertainment venue license requirement with no amplified sound from 10:00 P.M. until 10:00 A.M.

Lightfoot (Mayor) O2022-1279

Referred [C.J.p. 46041] License

Passed [C.J.p. 47798]

Ch. 232 Motor Vehicle Storage & Sales

4-232-200 repealing provision prohibiting operation of garages within 200 feet of any hospital, church or school, with suspension of enforcement retroactive to date of ordinance introduction

Tunney (44), Rodriguez (22) O2022-946

Referred [C.J.p. 46868] License

Passed [C.J.p. 47797]

MUNICIPAL CODE AMENDMENTS

Title 5 - Housing & Economic Development

Ch. 12 Residential Landlords & Tenants

5-12-141 (new) requiring tenant responsibility for payment of water or sewer services provision be included in express provision of written lease along with billing method, cost allocation method and average monthly consumption of costs for prior 12 months

La Spata (1), and Others O2021-413

Referred [C.J.p. 27453] Environment

Failed to [C.J.p. 47678]

Pass

Title 8 - Offenses Affecting Public Peace, Morals & Welfare

Ch. 32 Noise and Vibration Control

8-32-080 adding that Outdoor Entertainment Venue not bound by sound restriction herein from 10:00 a.m. to 10:00 p.m.

Lightfoot (Mayor) O2022-1279

Referred [C.J.p. 46041] License

Passed [C.J.p. 47798]

Title 9 - Vehicles, Traffic & Rail Transportation

Ch. 64 Parking Regulations

9-64-206 (d) authorizing Sunday 10:00 A.M. to 8:00 P.M. operation of parking meters on N Sheffield Ave from 30 ft. from W Addison St south to 3551 N Sheffield Ave

Tunney (44) O2022-1163

Referred [C.J.p. 46867] Pedestrian and Traffic Safety

Passed [C.J.p. 47807]

Ch. 68 Restricted Parking-Permits & Regulations

9-68-032 (a) thru (f) modifying seasonal parking permit program in R1 thru R5 zoning districts by adding portions of S Oakenwald Ave, E 32nd Pl, S Ellis Ave and S Rhodes Ave

King (4) SO2022-1021

Referred [C.J.p. 46848] Pedestrian and Traffic Safety

Passed [C.J.p. 47809]

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MUNICIPAL CODE AMENDMENTS

Title 9 - Vehicles, Traffic & Rail Transportation

Ch. 76 Vehicle Equipment

9-76-140 (c) (d) (e) authorizing seizure, towing and impoundment of vehicles that lack mufflers or exhaust systems that are in compliance with federal regulations

Hopkins (2) SO2020-4203
Referred [C.J.p. 20996] Pedestrian and Traffic Safety

Passed [C.J.p. 47811]

Title 10 - Streets, Public Ways, Parks, Airports & Harbors

Ch. 28 Structures On & Under Public Ways

10-28-360 expanding definition of "renewal application" pertaining to sidewalk sign permits

Reilly (42), La Spata (1) O2022-1624

Referred [C.J.p. 47992] Transportation

10-28-820 (b) expanding definition of "renewal application" pertaining to provision governing sidewalk cafe permit processes

Reilly (42), La Spata (1) O2022-1624

Referred [C.J.p. 47992] Transportation

Title 11 - Utilities & Environmental Protection

Ch. 12 Water Supply & Service

11-12-010 updating Chapter definitions list

La Spata (1), and Others O2021-413

Referred [C.J.p. 27453] Environment

Failed to [C.J.p. 47678]

Pass

11-12-015 and 11-12-020 (new) prohibiting sale, lease, transfer or outsourcing operation or control of, and requiring equitable implementation of capital improvements to, Chicago Waterworks System

La Spata (1), and Others O2021-413

Referred [C.J.p. 27453] Environment

Failed to [C.J.p. 47678]

Pass

11-12-212 (new) (a) thru (g) establishing Voluntary Water Meter Installation Program for owners of single-family homes and residential two-flat residential buildings

Dept./Agency O2022-1319

Direct Introduction Budget

Passed [C.J.p. 47631]

MUNICIPAL CODE AMENDMENTS

Title 11 - Utilities & Environmental Protection

Ch. 12 Water Supply & Service

11-12-260 thru 11-12-500 adding various provisions exempting residential and other water users from rate hikes, service termination as a result of nonpayment, lien enforcement and foreclosure suits and requiring Commissioner and Comptroller to submit monthly report on water shutoffs

La Spata (1), and Others O2021-413

Referred [C.J.p. 27453] Environment

Failed to [C.J.p. 47678]

Pass

11-12-720 thru 11-12-860 (new) establishing Water-for-All Program, eligibility, credit formula and distribution, application requirements, and other requirements and rules

La Spata (1), and Others O2021-413

Referred [C.J.p. 27453] Environment

Failed to [C.J.p. 47678]

Pass

Title 13 - Building & Construction

Ch. 96 Miscellaneous Buildings & Structures

13-96-100 (new) valid riggers certification necessary from Entertainment Technical Certification Program for temporary installation or operation of various classes of structures including audiovisual equipment, including but not limited to design, effects, suspensions, lighting and backdrops

Lightfoot (Mayor) O2022-1279

Referred [C.J.p. 46041] License

Passed [C.J.p. 47798]

Title 14X - Minimum Requirements for Existing Buildings

Ch. 14X-8 Heating, Cooling and Mechanical Systems

14X-8-802.2.2 exempting buildings with heating plant used in common from requirement to supply heat between May 1 and June, and September 15 and October 31 if average outside temperature or heat index for five consecutive days reaches or exceeds 75 degrees Fahrenheit

Hopkins (2) O2022-1602

Referred [C.J.p. 47984] Zoning

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Title 17 - Chicago Zoning Ordinance

Ch. 1 Introductory Provisions

17-1-1406-B deleting Figure 17-1-1406B from Chapter and table references thereto for DC-12, DX-12, DC-16 or DX-17 districts

Reilly (42)

O2022-1626

Referred [C.J.p. 47993]

Zoning

PARKING

Buffer Zones

18-34 E 83rd St

Sawyer (6)

O2022-1122

Referred [C.J.p. 46830]

Pedestrian and Traffic Safety

Passed [C.J.p. 47832]

SO2022-1605

W Division St, 1600 block

Amend

La Spata (1)

O2022-1020

Referred [C.J.p. 46832]

Pedestrian and Traffic Safety

Passed [C.J.p. 47832]

SO2022-1605

Handicapped

504 E 107th St

Beale (9)

O2022-1491

Referred [C.J.p. 47960]

Pedestrian and Traffic Safety

139 E 117th Pl

Beale (9)

O2022-1441

Referred [C.J.p. 47960]

Pedestrian and Traffic Safety

120 E 120th St

Beale (9)

O2022-1446

Referred [C.J.p. 47960]

Pedestrian and Traffic Safety

804 E 132nd St

Beale (9)

O2022-1462

Referred [C.J.p. 47960]

Pedestrian and Traffic Safety

2133 W 18th Pl

Sigcho-Lopez (25)

O2022-404

Referred [C.J.p. 44146]

Pedestrian and Traffic Safety

Passed [C.J.p. 47826]

SO2022-1603

PARKING

Handicapped

2709 W 22nd Pl

Cardenas (12)

O2022-1059

Referred [C.J.p. 46817]

Pedestrian and Traffic Safety

Passed [C.J.p. 47822]

SO2022-1603

2757 W 22nd Pl

Cardenas (12)

O2022-1451

Referred [C.J.p. 47962]

Pedestrian and Traffic Safety

2708 W 23rd Pl

Cardenas (12)

O2022-1438

Referred [C.J.p. 47963]

Pedestrian and Traffic Safety

3222 W 23rd St

Cardenas (12)

O2022-1508

Referred [C.J.p. 47963]

Pedestrian and Traffic Safety

2610 W 24th Pl

Cardenas (12)

O2022-1433

Referred [C.J.p. 47963]

Pedestrian and Traffic Safety

3802 W 24th St

Rodriguez (22)

O2022-1583

Referred [C.J.p. 47970]

Pedestrian and Traffic Safety

2622 W 25th St

Cardenas (12)

O2022-1515

Referred [C.J.p. 47963]

Pedestrian and Traffic Safety

3112 W 25th St

Cardenas (12)

O2022-1436

Referred [C.J.p. 47963]

Pedestrian and Traffic Safety

322 W 30th St

Lee (11)

O2022-967

Referred [C.J.p. 46816]

Pedestrian and Traffic Safety

Passed [C.J.p. 47822]

SO2022-1603

1616 W 33rd St

Cardenas (12)

O2022-1429

Referred [C.J.p. 47963]

Pedestrian and Traffic Safety

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Handicapped

1835 W 34th St		
Cardenas (12)	O2022-1513	
Referred [C.J.p. 47963]	Pedestrian and	
	Traffic Safety	
509 W 36th St		
Lee (11)	O2022-1519	
Referred [C.J.p. 47961]	Pedestrian and	
	Traffic Safety	
2727 W 38th Pl		
Cardenas (12)	O2022-1437	
Referred [C.J.p. 47963]	Pedestrian and	
	Traffic Safety	
1637 W 38th St		
Cardenas (12)	O2022-1512	
Referred [C.J.p. 47963]	Pedestrian and	
	Traffic Safety	
444 W 42nd Pl		
Thompson (11)	O2022-307	
Referred [C.J.p. 44139]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47822]	SO2022-1603	
517 E 42nd Pl		
King (4)	O2022-1335	
Referred [C.J.p. 47952]	Pedestrian and	
	Traffic Safety	
519 W 45th St		
Lee (11)	O2022-1523	
Referred [C.J.p. 47961]	Pedestrian and	
	Traffic Safety	
2522 W 46th St		
Lopez (15)	O2022-1365	
Referred [C.J.p. 47966]	Pedestrian and	
	Traffic Safety	
730 W 48th Pl		
Lee (11)	O2022-1129	
Referred [C.J.p. 46816]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47821]	SO2022-1603	
839 E 49th St		
King (4)	O2022-1503	
Referred [C.J.p. 47953]	Pedestrian and	
	Traffic Safety	

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Handicapped

639 E 50th Pl		
King (4)		O2022-1502
Referred [C.J.p. 47953]	Pedestrian and	
	Traffic Safety	
4059 W 59th St		
Remove		
Tabares (23)		O2022-1588
Referred [C.J.p. 47976]	Pedestrian and	
	Traffic Safety	
3322 W 60th Pl		
Tabares (23)		O2022-1006
Referred [C.J.p. 46821]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47825]	SO2022-1603	
3331 W 60th Pl		
Tabares (23)		O2022-1001
Referred [C.J.p. 46821]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47825]	SO2022-1603	
5507 W 64th St		
Quinn (13)		O2022-1577
Referred [C.J.p. 47964]	Pedestrian and	
	Traffic Safety	
6216 W 64th St		
Quinn (13)		O2022-1568
Referred [C.J.p. 47964]	Pedestrian and	
	Traffic Safety	
3815 W 66th St		
Quinn (13)		O2022-979
Referred [C.J.p. 46817]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47823]	SO2022-1603	
1651 E 67th St		
Hairston (5)		O2022-1338
Referred [C.J.p. 47953]	Pedestrian and	
	Traffic Safety	
1500 E 69th Pl		
Hairston (5)		O2022-1339
Referred [C.J.p. 47953]	Pedestrian and	
	Traffic Safety	

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Handicapped

3905 W 69th St		
Quinn (13)	O2022-1581	
Referred [C.J.p. 47964]	Pedestrian and	
	Traffic Safety	
120 E 70th St		
Sawyer (6)	O2022-1128	
Referred [C.J.p. 46815]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47820]	SO2022-1603	
2320 E 70th St		
Hairston (5)	O2022-1346	
Referred [C.J.p. 47953]	Pedestrian and	
	Traffic Safety	
2349 E 70th St		
Hairston (5)	O2022-1343	
Referred [C.J.p. 47954]	Pedestrian and	
	Traffic Safety	
1423 W 71st Pl		
Harris (8)	O2022-695	
Referred [C.J.p. 45962]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47821]	SO2022-1603	
2138 W 71st Pl		
Moore (17)	O2022-1548	
Referred [C.J.p. 47969]	Pedestrian and	
	Traffic Safety	
1543 W 71st St		
Moore (17)	O2022-1382	
Referred [C.J.p. 47969]	Pedestrian and	
	Traffic Safety	
1708 W 71st St		
Moore (17)	O2022-1400	
Referred [C.J.p. 47969]	Pedestrian and	
	Traffic Safety	
1515 E 72nd Pl		
Mitchell (7)	O2022-1420	
Referred [C.J.p. 47956]	Pedestrian and	
	Traffic Safety	
2110 W 72nd Pl		
Moore (17)	O2022-1406	
Referred [C.J.p. 47969]	Pedestrian and	
	Traffic Safety	

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2132 W 72nd Pl		
Moore (17)	O2022-1386	
Referred [C.J.p. 47969]	Pedestrian and	
	Traffic Safety	
3431 W 72nd Pl		
Moore (17)	O2022-1381	
Referred [C.J.p. 47969]	Pedestrian and	
	Traffic Safety	
1252 W 73rd Pl		
Moore (17)	O2022-501	
Referred [C.J.p. 45326]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47824]	SO2022-1603	
1508 W 73rd Pl		
Moore (17)	O2022-1398	
Referred [C.J.p. 47969]	Pedestrian and	
	Traffic Safety	
1747 E 73rd Pl		
Harris (8)	O2022-1278	
Referred [C.J.p. 47957]	Pedestrian and	
	Traffic Safety	
1235 W 73rd St		
Moore (17)	O2022-1399	
Referred [C.J.p. 47969]	Pedestrian and	
	Traffic Safety	
1522 E 74th St		
Mitchell (7)	O2022-1472	
Referred [C.J.p. 47956]	Pedestrian and	
	Traffic Safety	
3442 W 74th St		
Moore (17)	O2022-217	
Referred [C.J.p. 44144]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47824]	SO2022-1603	
3542 W 75th Pl		
Curtis (18)	O2022-1066	
Referred [C.J.p. 46819]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47825]	SO2022-1603	
1236 W 77th St		
Moore (17)	O2022-988	
Referred [C.J.p. 46818]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47824]	SO2022-1603	

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2538 E 77th St Mitchell (7) Referred [C.J.p. 47956]	O2022-1422 Pedestrian and Traffic Safety
2230 W 80th Pl Curtis (18) Referred [C.J.p. 47969]	O2022-1531 Pedestrian and Traffic Safety
1143 E 81st Pl Harris (8) Referred [C.J.p. 47957]	O2022-1483 Pedestrian and Traffic Safety
2619 W 83rd St Curtis (18) Referred [C.J.p. 47969]	O2022-1551 Pedestrian and Traffic Safety
3049 W 83rd St Curtis (18) Referred [C.J.p. 46819]	O2022-994 Pedestrian and Traffic Safety
Passed [C.J.p. 47824]	SO2022-1603
3821 W 86th Pl Curtis (18) Referred [C.J.p. 46819]	O2022-993 Pedestrian and Traffic Safety
Passed [C.J.p. 47824]	SO2022-1603
648 E 87th Pl Sawyer (6) Referred [C.J.p. 47954]	O2022-1352 Pedestrian and Traffic Safety
853 E 87th Pl Harris (8) Referred [C.J.p. 44138]	O2022-6 Pedestrian and Traffic Safety
Passed [C.J.p. 47821]	SO2022-1603
115 E 89th Pl Beale (9) Referred [C.J.p. 47960]	O2022-1493 Pedestrian and Traffic Safety
714 E 91st Pl Harris (8) Referred [C.J.p. 44138]	O2022-10 Pedestrian and Traffic Safety
Passed [C.J.p. 47821]	SO2022-1603

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2135 E 93rd St Mitchell (7) Referred [C.J.p. 47956]	O2022-1474 Pedestrian and Traffic Safety
321 W 96th St Brookins (21) Referred [C.J.p. 46821]	O2022-1083 Pedestrian and Traffic Safety
Passed [C.J.p. 47825]	SO2022-1603
321 W 97th St Brookins (21) Referred [C.J.p. 46821]	O2022-999 Pedestrian and Traffic Safety
Passed [C.J.p. 47825]	SO2022-1603
410 W 99th Pl Beale (9) Referred [C.J.p. 47960]	O2022-1452 Pedestrian and Traffic Safety
3120 S Aberdeen St Lee (11) Referred [C.J.p. 46816]	O2022-971 Pedestrian and Traffic Safety
Passed [C.J.p. 47822]	SO2022-1603
3120 S Aberdeen St Lee (11) Referred [C.J.p. 47961]	O2022-1526 Pedestrian and Traffic Safety
7636 S Aberdeen St Moore (17) Referred [C.J.p. 46818]	O2022-989 Pedestrian and Traffic Safety
Passed [C.J.p. 47824]	SO2022-1603
9211 S Ada St Brookins (21) Referred [C.J.p. 46819]	O2022-1130 Pedestrian and Traffic Safety
Passed [C.J.p. 47825]	SO2022-1603
4041 W Adams St Ervin (28) Referred [C.J.p. 46822]	O2022-1145 Pedestrian and Traffic Safety
Passed [C.J.p. 47826]	SO2022-1603

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Handicapped

5317 W Adams St	
Taliaferro (29)	O2022-1646
Referred [C.J.p. 47970]	Pedestrian and Traffic Safety
6042 S Albany Ave	
Coleman (16)	O2022-1377
Referred [C.J.p. 47966]	Pedestrian and Traffic Safety
6326 N Albany Ave	
Remove	
Silverstein (50)	O2022-1019
Referred [C.J.p. 46826]	Pedestrian and Traffic Safety
Passed [C.J.p. 47829]	SO2022-1603
1715 N Artesian Ave	
La Spata (1)	O2022-1496
Referred [C.J.p. 47951]	Pedestrian and Traffic Safety
4016 S Artesian Ave	
Cardenas (12)	O2022-1518
Referred [C.J.p. 47961]	Pedestrian and Traffic Safety
5209 S Artesian Ave	
Burke (14)	O2022-986
Referred [C.J.p. 46817]	Pedestrian and Traffic Safety
Passed [C.J.p. 47823]	SO2022-1603
5848 N Artesian Ave	
Ramirez-Rosa (35)	O2022-1291
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 47827]	SO2022-1603
6023 S Artesian Ave	
Coleman (16)	O2022-1375
Referred [C.J.p. 47967]	Pedestrian and Traffic Safety
6954 S Artesian Ave	
Moore (17)	O2022-1388
Referred [C.J.p. 47967]	Pedestrian and Traffic Safety

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4226 W Augusta Blvd	
Mitts (37)	O2022-733
Referred [C.J.p. 45966]	Pedestrian and Traffic Safety
Passed [C.J.p. 47820]	SO2022-1603
1213 N Austin Blvd	
Taliaferro (29)	O2022-1630
Referred [C.J.p. 47970]	Pedestrian and Traffic Safety
1417 N Austin Blvd	
Taliaferro (29)	O2022-1643
Referred [C.J.p. 47970]	Pedestrian and Traffic Safety
1429 N Austin Blvd	
Taliaferro (29)	O2022-1683
Referred [C.J.p. 47970]	Pedestrian and Traffic Safety
1445 N Austin Blvd	
Taliaferro (29)	O2022-1681
Referred [C.J.p. 47971]	Pedestrian and Traffic Safety
10740 S Avenue F	
Sadlowski Garza (10)	O2022-1430
Referred [C.J.p. 47960]	Pedestrian and Traffic Safety
11122 S Avenue F	
Sadlowski Garza (10)	O2022-1414
Referred [C.J.p. 47960]	Pedestrian and Traffic Safety
10425 S Avenue G	
Sadlowski Garza (10)	O2022-1412
Referred [C.J.p. 47960]	Pedestrian and Traffic Safety
10543 S Avenue G	
Sadlowski Garza (10)	O2022-1413
Referred [C.J.p. 47960]	Pedestrian and Traffic Safety
7217 S Avers Ave	
Quinn (13)	O2022-1567
Referred [C.J.p. 47963]	Pedestrian and Traffic Safety

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Handicapped

7523 N Bell Ave		
Hadden (49)	O2022-1701	
Referred [C.J.p. 47975]	Pedestrian and Traffic Safety	
7804 S Bennett Ave		
Harris (8)	O2022-1312	
Referred [C.J.p. 47956]	Pedestrian and Traffic Safety	
8126 S Bennett Ave		
Harris (8)	O2022-693	
Referred [C.J.p. 45962]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47821]	SO2022-1603	
8733 S Bennett Ave		
Harris (8)	O2022-1485	
Referred [C.J.p. 47956]	Pedestrian and Traffic Safety	
4841 N Bernard St		
Rodriguez Sanchez (33)	O2022-1309	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 47827]	SO2022-1603	
11820 S Bishop St		
Austin (34)	O2022-1556	
Referred [C.J.p. 47975]	Pedestrian and Traffic Safety	
8424 S Blackstone Ave		
Harris (8)	O2022-5	
Referred [C.J.p. 44137]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47820]	SO2022-1603	
9223 S Blackstone Ave		
Harris (8)	O2022-1277	
Referred [C.J.p. 47956]	Pedestrian and Traffic Safety	
9237 S Brandon Ave		
Sadlowski Garza (10)	O2022-1408	
Referred [C.J.p. 47960]	Pedestrian and Traffic Safety	
9129 S Buffalo Ave		
Sadlowski Garza (10)	O2022-1407	
Referred [C.J.p. 47960]	Pedestrian and Traffic Safety	

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8408 S Burnham Ave		
Mitchell (7)	O2022-1477	
Referred [C.J.p. 47954]	Pedestrian and Traffic Safety	
3272 N California Ave		
Rodriguez Sanchez (33)	O2022-1307	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 47827]	SO2022-1603	
3848 S Calumet Ave		
Dowell (3)	O2022-705	
Referred [C.J.p. 45961]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47819]	SO2022-1603	
9415 S Calumet Ave		
Beale (9)	O2022-1448	
Referred [C.J.p. 47957]	Pedestrian and Traffic Safety	
9831 S Calumet Ave		
Beale (9)	O2022-1445	
Referred [C.J.p. 47958]	Pedestrian and Traffic Safety	
10204 S Calumet Ave		
Beale (9)	O2022-1490	
Referred [C.J.p. 47958]	Pedestrian and Traffic Safety	
4055 S Campbell Ave		
Cardenas (12)	O2022-1514	
Referred [C.J.p. 47962]	Pedestrian and Traffic Safety	
4125 S Campbell Ave		
Cardenas (12)	O2022-1511	
Referred [C.J.p. 47962]	Pedestrian and Traffic Safety	
5829 S Campbell Ave		
Coleman (16)	O2022-1064	
Referred [C.J.p. 46818]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47823]	SO2022-1603	
6636 S Campbell Ave		
Coleman (16)	O2022-1374	
Referred [C.J.p. 47967]	Pedestrian and Traffic Safety	

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4342 S Champlain Ave		
King (4)	O2022-1504	
Referred [C.J.p. 47952]	Pedestrian and	
	Traffic Safety	
6831 S Claremont Ave		
Moore (17)	O2022-1396	
Referred [C.J.p. 47967]	Pedestrian and	
	Traffic Safety	
6925 S Claremont Ave		
Moore (17)	O2022-1582	
Referred [C.J.p. 47967]	Pedestrian and	
	Traffic Safety	
7700 S Colfax Ave		
Mitchell (7)	O2022-1423	
Referred [C.J.p. 47955]	Pedestrian and	
	Traffic Safety	
9111 S Colfax Ave		
Mitchell (7)	O2022-1467	
Referred [C.J.p. 47955]	Pedestrian and	
	Traffic Safety	
7208 S Constance Ave		
Mitchell (7)	O2022-1476	
Referred [C.J.p. 47955]	Pedestrian and	
	Traffic Safety	
8810 S Constance Ave		
Harris (8)	O2022-1486	
Referred [C.J.p. 47956]	Pedestrian and	
	Traffic Safety	
10509 S Corliss Ave		
Beale (9)	O2022-1458	
Referred [C.J.p. 47958]	Pedestrian and	
	Traffic Safety	
6932 S Crandon Ave		
Hairston (5)	O2022-1342	
Referred [C.J.p. 47953]	Pedestrian and	
	Traffic Safety	
7944 S Crandon Ave		
Mitchell (7)	O2022-1473	
Referred [C.J.p. 47955]	Pedestrian and	
	Traffic Safety	

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8429 S Crandon Ave		
Harris (8)	O2022-697	
Referred [C.J.p. 45962]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47821]	SO2022-1603	
7621 S Cregier Ave		
Remove		
Harris (8)	O2022-945	
Referred [C.J.p. 46824]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47827]	SO2022-1603	
7821 S Cregier Ave		
Harris (8)	O2022-4	
Referred [C.J.p. 44138]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47820]	SO2022-1603	
2306 W Cullerton St		
Sigcho-Lopez (25)	O2022-403	
Referred [C.J.p. 44146]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47825]	SO2022-1603	
4423 W Deming Pl		
Remove		
Cardona, Jr. (31)	O2022-1013	
Referred [C.J.p. 46825]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47828]	SO2022-1603	
3713 W Dickens Ave		
Maldonado (26)	O2022-1055	
Referred [C.J.p. 46822]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47826]	SO2022-1603	
8059 S Dobson Ave		
Harris (8)	O2022-1321	
Referred [C.J.p. 47957]	Pedestrian and	
	Traffic Safety	
8218 S Dorchester Ave		
Harris (8)	O2022-928	
Referred [C.J.p. 46815]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47821]	SO2022-1603	

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8225 S Dorchester Ave		
Harris (8)		O2022-690
Referred	[C.J.p. 45962]	Pedestrian and Traffic Safety
Passed	[C.J.p. 47821]	SO2022-1603
7207 S Dr Martin Luther King Jr Dr		
Sawyer (6)		O2022-1351
Referred	[C.J.p. 47954]	Pedestrian and Traffic Safety
10350 S Dr Martin Luther King Jr Dr		
Beale (9)		O2022-1450
Referred	[C.J.p. 47959]	Pedestrian and Traffic Safety
10522 S Dr Martin Luther King Jr Dr		
Beale (9)		O2022-1456
Referred	[C.J.p. 47959]	Pedestrian and Traffic Safety
4949 N Drake Ave		
Rodriguez Sanchez (33)		O2022-1301
Direct Introduction		Pedestrian and Traffic Safety
Passed	[C.J.p. 47827]	SO2022-1603
7117 S Drexel Ave		
Hairston (5)		O2022-1345
Referred	[C.J.p. 47953]	Pedestrian and Traffic Safety
7121 S Eberhart Ave		
Sawyer (6)		O2022-1350
Referred	[C.J.p. 47954]	Pedestrian and Traffic Safety
10035 S Eberhart Ave		
Beale (9)		O2022-1454
Referred	[C.J.p. 47958]	Pedestrian and Traffic Safety
10104 S Eberhart Ave		
Beale (9)		O2022-1455
Referred	[C.J.p. 47958]	Pedestrian and Traffic Safety
10127 S Eberhart Ave		
Beale (9)		O2022-1464
Referred	[C.J.p. 47958]	Pedestrian and Traffic Safety

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10734 S Eberhart Ave		
Beale (9)		O2022-1444
Referred	[C.J.p. 47958]	Pedestrian and Traffic Safety
4900 W Eddy St		
Cardona, Jr. (31)		O2021-3703
Referred	[C.J.p. 36706]	Pedestrian and Traffic Safety
Passed	[C.J.p. 47826]	SO2022-1603
5103 S Ellis Ave		
Hairston (5)		O2022-1341
Referred	[C.J.p. 47953]	Pedestrian and Traffic Safety
5142 S Ellis Ave		
Hairston (5)		O2022-1340
Referred	[C.J.p. 47953]	Pedestrian and Traffic Safety
5200 S Ellis Ave		
Hairston (5)		O2022-1336
Referred	[C.J.p. 47953]	Pedestrian and Traffic Safety
2626 S Emerald Ave		
Thompson (11)		O2022-305
Referred	[C.J.p. 44139]	Pedestrian and Traffic Safety
Passed	[C.J.p. 47821]	SO2022-1603
2626 S Emerald Ave		
Lee (11)		O2022-1525
Referred	[C.J.p. 47961]	Pedestrian and Traffic Safety
2714 S Emerald Ave		
Lee (11)		O2022-968
Referred	[C.J.p. 46816]	Pedestrian and Traffic Safety
Passed	[C.J.p. 47822]	SO2022-1603
8327 S Essex Ave		
Mitchell (7)		O2022-1475
Referred	[C.J.p. 47955]	Pedestrian and Traffic Safety
7605 S Euclid Ave		
Harris (8)		O2022-8
Referred	[C.J.p. 44138]	Pedestrian and Traffic Safety
Passed	[C.J.p. 47821]	SO2022-1603

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9254 S Euclid Ave		
Harris (8)	O2022-929	
Referred [C.J.p. 46816]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47821]	SO2022-1603	
9648 S Euclid Ave		
Mitchell (7)	O2022-1471	
Referred [C.J.p. 47955]	Pedestrian and Traffic Safety	
227 W Eugenie St		
Hopkins (2)	O2022-1497	
Referred [C.J.p. 47951]	Pedestrian and Traffic Safety	
7625 S Evans Ave		
Sawyer (6)	O2022-1236	
Referred [C.J.p. 46815]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47820]	SO2022-1603	
6500 N Fairfield Ave		
Remove		
Silverstein (50)	O2022-1561	
Referred [C.J.p. 47976]	Pedestrian and Traffic Safety	
6536 S Fairfield Ave		
Moore (17)	O2022-219	
Referred [C.J.p. 44142]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47824]	SO2022-1603	
10629 S Forest Ave		
Beale (9)	O2022-1492	
Referred [C.J.p. 47958]	Pedestrian and Traffic Safety	
4350 S Forrestville Ave		
Dowell (3)	O2022-1499	
Referred [C.J.p. 47952]	Pedestrian and Traffic Safety	
864 N Francisco Ave		
Maldonado (26)	O2022-1051	
Referred [C.J.p. 46822]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47826]	SO2022-1603	

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3834 N Francisco Ave		
Rodriguez Sanchez (33)	O2022-1310	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 47827]	SO2022-1603	
8238 S Francisco Ave		
Curtis (18)	O2022-997	
Referred [C.J.p. 46819]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47824]	SO2022-1603	
8238 S Francisco Ave		
Curtis (18)	O2022-1549	
Referred [C.J.p. 47969]	Pedestrian and Traffic Safety	
1446 W Fuller St		
Lee (11)	O2022-969	
Referred [C.J.p. 46816]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47822]	SO2022-1603	
6043 W Giddings St		
Remove		
Sposato (38)	O2022-1618	
Referred [C.J.p. 47976]	Pedestrian and Traffic Safety	
3414 S Giles Ave		
King (4)	O2022-1506	
Referred [C.J.p. 47952]	Pedestrian and Traffic Safety	
5243 W Gladys Ave		
Taliaferro (29)	O2022-1650	
Referred [C.J.p. 47971]	Pedestrian and Traffic Safety	
503 W Grant Pl		
Smith (43)	O2022-1544	
Referred [C.J.p. 47975]	Pedestrian and Traffic Safety	
6722 S Green St		
Sawyer (6)	O2022-1126	
Referred [C.J.p. 46815]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47820]	SO2022-1603	

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9150 S Greenwood Ave		
Harris (8)	O2022-1482	
Referred [C.J.p. 47957]	Pedestrian and Traffic Safety	
5105 S Harper Ave		
King (4)	O2022-1507	
Referred [C.J.p. 47952]	Pedestrian and Traffic Safety	
5330 S Harper Ave		
Hairston (5)	O2022-1337	
Referred [C.J.p. 47953]	Pedestrian and Traffic Safety	
8825 S Harper Ave		
Harris (8)	O2022-1484	
Referred [C.J.p. 47957]	Pedestrian and Traffic Safety	
2909 W Harrison St		
Ervin (28)	O2022-1143	
Referred [C.J.p. 46823]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47826]	SO2022-1603	
3560 S Hermitage Ave		
Cardenas (12)	O2022-1510	
Referred [C.J.p. 47962]	Pedestrian and Traffic Safety	
4816 S Hermitage Ave		
Lopez (15)	O2022-1370	
Referred [C.J.p. 47965]	Pedestrian and Traffic Safety	
6551 S Hermitage Ave		
Lopez (15)	O2022-1368	
Referred [C.J.p. 47965]	Pedestrian and Traffic Safety	
7843 S Hermitage Ave		
Moore (17)	O2022-218	
Referred [C.J.p. 44143]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47824]	SO2022-1603	
8210 S Hermitage Ave		
Moore (17)	O2022-1385	
Referred [C.J.p. 47967]	Pedestrian and Traffic Safety	

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3702 S Honore St		
Cardenas (12)	O2022-1431	
Referred [C.J.p. 47962]	Pedestrian and Traffic Safety	
4514 S Honore St		
Lopez (15)	O2022-1358	
Referred [C.J.p. 47965]	Pedestrian and Traffic Safety	
5759 S Honore St		
Lopez (15)	O2022-1362	
Referred [C.J.p. 47965]	Pedestrian and Traffic Safety	
6632 S Honore St		
Lopez (15)	O2022-1373	
Referred [C.J.p. 47965]	Pedestrian and Traffic Safety	
6819 S Honore St		
Moore (17)	O2022-991	
Referred [C.J.p. 46818]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47824]	SO2022-1603	
7516 S Honore St		
Moore (17)	O2022-1380	
Referred [C.J.p. 47967]	Pedestrian and Traffic Safety	
7605 S Honore St		
Moore (17)	O2022-1393	
Referred [C.J.p. 47967]	Pedestrian and Traffic Safety	
7833 S Honore St		
Moore (17)	O2022-990	
Referred [C.J.p. 46818]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47824]	SO2022-1603	
5706 W Huron St		
Taliaferro (29)	O2022-1671	
Referred [C.J.p. 47971]	Pedestrian and Traffic Safety	
4734 S Indiana Ave		
Dowell (3)	O2022-1621	
Referred [C.J.p. 47952]	Pedestrian and Traffic Safety	

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7308 S Indiana Ave	
Sawyer (6)	O2022-593
Referred [C.J.p. 45324]	Pedestrian and Traffic Safety
Passed [C.J.p. 47820]	SO2022-1603
7339 S Indiana Ave	
Sawyer (6)	O2022-1348
Referred [C.J.p. 47954]	Pedestrian and Traffic Safety
8017 S Indiana Ave	
Sawyer (6)	O2022-1234
Referred [C.J.p. 46815]	Pedestrian and Traffic Safety
Passed [C.J.p. 47820]	SO2022-1603
10107 S Indiana Ave	
Beale (9)	O2022-1460
Referred [C.J.p. 47958]	Pedestrian and Traffic Safety
10216 S Indiana Ave	
Beale (9)	O2022-1457
Referred [C.J.p. 47958]	Pedestrian and Traffic Safety
10441 S Indiana Ave	
Beale (9)	O2022-1442
Referred [C.J.p. 47958]	Pedestrian and Traffic Safety
10549 S Indiana Ave	
Beale (9)	O2022-1466
Referred [C.J.p. 47958]	Pedestrian and Traffic Safety
10755 S Indiana Ave	
Beale (9)	O2022-1494
Referred [C.J.p. 47959]	Pedestrian and Traffic Safety
11349 S Indiana Ave	
Beale (9)	O2022-1443
Referred [C.J.p. 47959]	Pedestrian and Traffic Safety
11360 S Indiana Ave	
Beale (9)	O2022-1463
Referred [C.J.p. 47959]	Pedestrian and Traffic Safety

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8408 S Ingleside Ave	
Harris (8)	O2022-1275
Referred [C.J.p. 47957]	Pedestrian and Traffic Safety
9847 S Ingleside Ave	
Harris (8)	O2022-1487
Referred [C.J.p. 47957]	Pedestrian and Traffic Safety
5819 W Iowa St	
Taliaferro (29)	O2022-1640
Referred [C.J.p. 47971]	Pedestrian and Traffic Safety
4829 W Jackson Blvd	
Taliaferro (29)	O2022-1687
Referred [C.J.p. 47971]	Pedestrian and Traffic Safety
5444 W Jackson Blvd	
Taliaferro (29)	O2022-1685
Referred [C.J.p. 47971]	Pedestrian and Traffic Safety
1503 N Karlov Ave	
Maldonado (26)	O2022-1053
Referred [C.J.p. 46822]	Pedestrian and Traffic Safety
Passed [C.J.p. 47826]	SO2022-1603
4617 S Kedvale Ave	
Burke (14)	O2022-983
Referred [C.J.p. 46817]	Pedestrian and Traffic Safety
Passed [C.J.p. 47823]	SO2022-1603
6855 S Kedvale Ave	
Quinn (13)	O2022-1571
Referred [C.J.p. 47963]	Pedestrian and Traffic Safety
2116 N Kedzie Ave	
Maldonado (26)	O2022-1052
Referred [C.J.p. 46822]	Pedestrian and Traffic Safety
Passed [C.J.p. 47826]	SO2022-1603
4916 N Kedzie Ave	
Rodriguez Sanchez (33)	O2022-1303
Direct Introduction	Pedestrian and Traffic Safety
Passed [C.J.p. 47827]	SO2022-1603

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4937 N Keeler Ave		
Remove		
Nugent (39)	O2022-1155	
Referred [C.J.p. 46826]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47829]	SO2022-1603	
2819 S Keeley St		
Thompson (11)	O2022-306	
Referred [C.J.p. 44139]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47822]	SO2022-1603	
2819 S Keeley St		
Lee (11)	O2022-1522	
Referred [C.J.p. 47961]	Pedestrian and	
	Traffic Safety	
2852 S Kenneth Ave		
Rodriguez (22)	O2022-1585	
Referred [C.J.p. 47970]	Pedestrian and	
	Traffic Safety	
6843 S Kenneth Ave		
Remove		
Quinn (13)	O2022-1575	
Referred [C.J.p. 47976]	Pedestrian and	
	Traffic Safety	
1631 N Keystone Ave		
Maldonado (26)	O2022-1050	
Referred [C.J.p. 46822]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47826]	SO2022-1603	
1652 N Kildare Ave		
Maldonado (26)	O2022-1532	
Referred [C.J.p. 47970]	Pedestrian and	
	Traffic Safety	
5630 S Kildare Ave		
Quinn (13)	O2022-974	
Referred [C.J.p. 46817]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47822]	SO2022-1603	

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6522 S Kildare Ave		
Remove		
Quinn (13)	O2022-247	
Referred [C.J.p. 44161]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47828]	SO2022-1603	
6554 S Kildare Ave		
Quinn (13)	O2022-1569	
Referred [C.J.p. 47963]	Pedestrian and	
	Traffic Safety	
4949 S Kilpatrick Ave		
Burke (14)	O2022-984	
Referred [C.J.p. 46818]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47823]	SO2022-1603	
6339 S Kilpatrick Ave		
Quinn (13)	O2022-978	
Referred [C.J.p. 46817]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47822]	SO2022-1603	
5700 S Kimbark Ave		
Hairston (5)	O2022-1347	
Referred [C.J.p. 47953]	Pedestrian and	
	Traffic Safety	
8147 S Kimbark Ave		
Harris (8)	O2022-1481	
Referred [C.J.p. 47957]	Pedestrian and	
	Traffic Safety	
7341 S Kingston Ave		
Mitchell (7)	O2022-1479	
Referred [C.J.p. 47955]	Pedestrian and	
	Traffic Safety	
8427 S Kingston Ave		
Mitchell (7)	O2022-1419	
Referred [C.J.p. 47955]	Pedestrian and	
	Traffic Safety	
6421 S Knox Ave		
Quinn (13)	O2022-1579	
Referred [C.J.p. 47963]	Pedestrian and	
	Traffic Safety	

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6532 S Knox Ave		
Quinn (13)	O2022-1573	
Referred [C.J.p. 47963]	Pedestrian and Traffic Safety	
8658 S Knox Ave		
Curtis (18)	O2022-998	
Referred [C.J.p. 46819]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47824]	SO2022-1603	
6146 S Kolmar Ave		
Remove		
Quinn (13)	O2022-981	
Referred [C.J.p. 46825]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47828]	SO2022-1603	
2648 S Komensky Ave		
Rodriguez (22)	O2022-1584	
Referred [C.J.p. 47970]	Pedestrian and Traffic Safety	
6954 S Komensky Ave		
Quinn (13)	O2022-1580	
Referred [C.J.p. 47964]	Pedestrian and Traffic Safety	
6437 S Kostner Ave		
Quinn (13)	O2022-976	
Referred [C.J.p. 46817]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47822]	SO2022-1603	
6355 S La Crosse Ave		
Quinn (13)	O2022-1572	
Referred [C.J.p. 47964]	Pedestrian and Traffic Safety	
9134 S Lafayette Ave		
Brookins (21)	O2022-1086	
Referred [C.J.p. 46820]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47825]	SO2022-1603	
9330 S Laflin St		
Brookins (21)	O2022-1087	
Referred [C.J.p. 46820]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47825]	SO2022-1603	

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7541 S Langley Ave		
Sawyer (6)	O2022-1125	
Referred [C.J.p. 46815]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47820]	SO2022-1603	
7541 S Langley Ave		
Sawyer (6)	O2022-1417	
Referred [C.J.p. 47954]	Pedestrian and Traffic Safety	
7831 S Langley Ave		
Sawyer (6)	O2022-1353	
Referred [C.J.p. 47954]	Pedestrian and Traffic Safety	
8119 S Langley Ave		
Sawyer (6)	O2022-1349	
Referred [C.J.p. 47954]	Pedestrian and Traffic Safety	
10021 S LaSalle St		
Beale (9)	O2022-964	
Referred [C.J.p. 46816]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47821]	SO2022-1603	
317 S Laverne Ave		
Taliaferro (29)	O2022-1676	
Referred [C.J.p. 47971]	Pedestrian and Traffic Safety	
850 N Lawndale Ave		
Burnett (27)	O2022-1299	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 47826]	SO2022-1603	
6057 W Lawrence Ave		
Remove		
Sposato (38)	O2022-354	
Referred [C.J.p. 44162]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47828]	SO2022-1603	
3309 W Le Moyne St		
Maldonado (26)	O2022-1054	
Referred [C.J.p. 46822]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47826]	SO2022-1603	

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1538 N Leavitt St		
La Spata (1)	O2022-1563	
Referred [C.J.p. 47951]	Pedestrian and	
	Traffic Safety	
3252 W Leland Ave		
Rodriguez Sanchez (33)	O2022-1305	
Direct [C.J.p. 47827]	Pedestrian and	
Introduction	Traffic Safety	
Passed [C.J.p. 47827]	SO2022-1603	
4935 W Lexington St		
Taliaferro (29)	O2022-1629	
Referred [C.J.p. 47971]	Pedestrian and	
	Traffic Safety	
4937 W Lexington St		
Taliaferro (29)	O2022-1677	
Referred [C.J.p. 47971]	Pedestrian and	
	Traffic Safety	
3029 N Linder Ave		
Remove		
Cardona, Jr. (31)	O2022-1012	
Referred [C.J.p. 46825]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47828]	SO2022-1603	
2737 N Long Ave		
Remove		
Cardona, Jr. (31)	O2022-1011	
Referred [C.J.p. 46826]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47828]	SO2022-1603	
8131 S Loomis Blvd		
Brookins (21)	O2022-1085	
Referred [C.J.p. 46820]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47825]	SO2022-1603	
3749 S Lowe Ave		
Remove		
Thompson (11)	O2022-302	
Referred [C.J.p. 44160]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47828]	SO2022-1603	

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3061 W Lyndale St		
Waguespack (32)	O2022-1317	
Referred [C.J.p. 47974]	Pedestrian and	
	Traffic Safety	
1703 N Mango Ave		
Taliaferro (29)	O2022-1662	
Referred [C.J.p. 47971]	Pedestrian and	
	Traffic Safety	
8540 S Manistee Ave		
Mitchell (7)	O2022-1468	
Referred [C.J.p. 47955]	Pedestrian and	
	Traffic Safety	
6453 S Maplewood Ave		
Coleman (16)	O2022-1063	
Referred [C.J.p. 46818]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47823]	SO2022-1603	
6523 S Maplewood Ave		
Coleman (16)	O2022-1376	
Referred [C.J.p. 47967]	Pedestrian and	
	Traffic Safety	
6809 S Maplewood Ave		
Moore (17)	O2022-1403	
Referred [C.J.p. 47967]	Pedestrian and	
	Traffic Safety	
6925 S Maplewood Ave		
Moore (17)	O2022-1390	
Referred [C.J.p. 47968]	Pedestrian and	
	Traffic Safety	
6925 S Maplewood Ave		
Moore (17)	O2022-215	
Referred [C.J.p. 44143]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47824]	SO2022-1603	
8146 S Marquette Ave		
Mitchell (7)	O2022-1564	
Referred [C.J.p. 47955]	Pedestrian and	
	Traffic Safety	
8148 S Marquette Ave		
Mitchell (7)	O2022-1478	
Referred [C.J.p. 47955]	Pedestrian and	
	Traffic Safety	

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2242 S Marshall Blvd, 2904 W 23rd St	
Cardenas (12)	O2022-1516
Referred [C.J.p. 47962]	Pedestrian and Traffic Safety
3443 S Marshfield Ave	
Cardenas (12)	O2022-1434
Referred [C.J.p. 47962]	Pedestrian and Traffic Safety
4437 S Marshfield Ave	
Lopez (15)	O2022-1364
Referred [C.J.p. 47965]	Pedestrian and Traffic Safety
6533 S Marshfield Ave	
Lopez (15)	O2022-1360
Referred [C.J.p. 47965]	Pedestrian and Traffic Safety
7629 S Marshfield Ave	
Moore (17)	O2022-987
Referred [C.J.p. 46818]	Pedestrian and Traffic Safety
Passed [C.J.p. 47824]	SO2022-1603
211 N Mason Ave	
Taliaferro (29)	O2022-1654
Referred [C.J.p. 47971]	Pedestrian and Traffic Safety
215 N Mason Ave	
Taliaferro (29)	O2022-1663
Referred [C.J.p. 47971]	Pedestrian and Traffic Safety
1040 N Mason Ave	
Taliaferro (29)	O2022-1673
Referred [C.J.p. 47971]	Pedestrian and Traffic Safety
1041 N Mason Ave	
Taliaferro (29)	O2022-1642
Referred [C.J.p. 47971]	Pedestrian and Traffic Safety
1135 S Mason Ave	
Taliaferro (29)	O2022-1678
Referred [C.J.p. 47972]	Pedestrian and Traffic Safety

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1638 N Mason Ave	
Taliaferro (29)	O2022-1688
Referred [C.J.p. 47972]	Pedestrian and Traffic Safety
1712 N Mason Ave	
Taliaferro (29)	O2022-1682
Referred [C.J.p. 47972]	Pedestrian and Traffic Safety
1734 N Mason Ave	
Taliaferro (29)	O2022-1674
Referred [C.J.p. 47972]	Pedestrian and Traffic Safety
1828 N Mason Ave	
Taliaferro (29)	O2022-1647
Referred [C.J.p. 47972]	Pedestrian and Traffic Safety
1033 N Massasoit Ave	
Taliaferro (29)	O2022-1641
Referred [C.J.p. 47972]	Pedestrian and Traffic Safety
1049 N Massasoit Ave	
Taliaferro (29)	O2022-1686
Referred [C.J.p. 47972]	Pedestrian and Traffic Safety
7335 S May St	
Moore (17)	O2022-1392
Referred [C.J.p. 47968]	Pedestrian and Traffic Safety
325 N Mayfield Ave	
Taliaferro (29)	O2022-1665
Referred [C.J.p. 47972]	Pedestrian and Traffic Safety
1328 N Mayfield Ave	
Taliaferro (29)	O2022-1667
Referred [C.J.p. 47972]	Pedestrian and Traffic Safety
1445 N Mayfield Ave	
Taliaferro (29)	O2022-1644
Referred [C.J.p. 47972]	Pedestrian and Traffic Safety

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6005 S Mayfield Ave		
Quinn (13)	O2022-975	
Referred [C.J.p. 46817]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47822]	SO2022-1603	
6107 S Mayfield Ave		
Remove		
Quinn (13)	O2022-1576	
Referred [C.J.p. 47976]	Pedestrian and	
	Traffic Safety	
5704 S Mcvicker Ave		
Quinn (13)	O2022-1578	
Referred [C.J.p. 47964]	Pedestrian and	
	Traffic Safety	
1750 N Meade Ave		
Taliaferro (29)	O2022-1668	
Referred [C.J.p. 47972]	Pedestrian and	
	Traffic Safety	
2852 N Meade Ave		
Reboyas (30)	O2022-1009	
Referred [C.J.p. 46823]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47826]	SO2022-1603	
6029 S Melvina Ave		
Quinn (13)	O2022-977	
Referred [C.J.p. 46817]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47822]	SO2022-1603	
165 N Menard Ave		
Taliaferro (29)	O2022-1675	
Referred [C.J.p. 47972]	Pedestrian and	
	Traffic Safety	
1138 N Menard Ave		
Taliaferro (29)	O2022-1638	
Referred [C.J.p. 47972]	Pedestrian and	
	Traffic Safety	
1706 N Menard Ave		
Taliaferro (29)	O2022-1651	
Referred [C.J.p. 47972]	Pedestrian and	
	Traffic Safety	

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Handicapped

7836 S Merrill Ave		
Harris (8)	O2022-1489	
Referred [C.J.p. 47957]	Pedestrian and	
	Traffic Safety	
8737 S Merrill Ave		
Harris (8)	O2022-1266	
Referred [C.J.p. 47957]	Pedestrian and	
	Traffic Safety	
1745 N Merrimac Ave		
Taliaferro (29)	O2022-1635	
Referred [C.J.p. 47973]	Pedestrian and	
	Traffic Safety	
6047 S Merrimac Ave		
Remove		
Quinn (13)	O2022-245	
Referred [C.J.p. 44161]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47828]	SO2022-1603	
4312 S Michigan Ave		
Dowell (3)	O2022-1500	
Referred [C.J.p. 47952]	Pedestrian and	
	Traffic Safety	
8020 S Michigan Ave		
Sawyer (6)	O2022-1416	
Referred [C.J.p. 47954]	Pedestrian and	
	Traffic Safety	
8020 S Michigan Ave		
Sawyer (6)	O2022-1127	
Referred [C.J.p. 46815]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47820]	SO2022-1603	
8840 S Michigan Ave		
Beale (9)	O2022-1453	
Referred [C.J.p. 47959]	Pedestrian and	
	Traffic Safety	
7255 S Millard Ave		
Remove		
Quinn (13)	O2022-982	
Referred [C.J.p. 46825]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47828]	SO2022-1603	

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754 N Milwaukee Ave, 735 N Aberdeen St		
Burnett (27)	O2022-1057	
Referred [C.J.p. 46822]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47826]	SO2022-1603	
1450 N Monitor Ave		
Taliaferro (29)	O2022-1656	
Referred [C.J.p. 47973]	Pedestrian and Traffic Safety	
1740 N Monitor Ave		
Taliaferro (29)	O2022-1652	
Referred [C.J.p. 47973]	Pedestrian and Traffic Safety	
1745 N Monitor Ave		
Taliaferro (29)	O2022-1679	
Referred [C.J.p. 47973]	Pedestrian and Traffic Safety	
3914 W Monroe St		
Remove		
Ervin (28)	O2022-1144	
Referred [C.J.p. 46825]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47828]	SO2022-1603	
2549 N Mont Clare Ave		
Taliaferro (29)	O2022-1692	
Referred [C.J.p. 47973]	Pedestrian and Traffic Safety	
3502 S Mozart St		
Cardenas (12)	O2022-1435	
Referred [C.J.p. 47962]	Pedestrian and Traffic Safety	
4527 S Mozart St		
Lopez (15)	O2022-1371	
Referred [C.J.p. 47966]	Pedestrian and Traffic Safety	
8206 S Muskegon Ave		
Mitchell (7)	O2022-956	
Referred [C.J.p. 46815]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47820]	SO2022-1603	

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8206 S Muskegon Ave		
Mitchell (7)	O2022-1565	
Referred [C.J.p. 47955]	Pedestrian and Traffic Safety	
8419 S Muskegon Ave		
Sadlowski Garza (10)	O2022-1409	
Referred [C.J.p. 47961]	Pedestrian and Traffic Safety	
10320 S Muskegon Ave		
Sadlowski Garza (10)	O2022-1410	
Referred [C.J.p. 47961]	Pedestrian and Traffic Safety	
1712 N Nagle Ave		
Taliaferro (29)	O2022-1633	
Referred [C.J.p. 47973]	Pedestrian and Traffic Safety	
1713 N Nagle Ave		
Taliaferro (29)	O2022-1657	
Referred [C.J.p. 47973]	Pedestrian and Traffic Safety	
1812 N Nagle Ave		
Taliaferro (29)	O2022-1632	
Referred [C.J.p. 47973]	Pedestrian and Traffic Safety	
5612 S Nashville Ave		
Tabares (23)	O2022-1000	
Referred [C.J.p. 46821]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47825]	SO2022-1603	
1712 N Natoma Ave		
Taliaferro (29)	O2022-1666	
Referred [C.J.p. 47973]	Pedestrian and Traffic Safety	
2842 N Neva Ave		
Taliaferro (29)	O2022-1637	
Referred [C.J.p. 47973]	Pedestrian and Traffic Safety	
1736 N New England Ave		
Taliaferro (29)	O2022-1658	
Referred [C.J.p. 47973]	Pedestrian and Traffic Safety	

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1625 N Newcastle Ave		
Taliaferro (29)	O2022-1655	
Referred [C.J.p. 47973]	Pedestrian and	Traffic Safety
5245 S Nordica Ave		
Remove		
Tabares (23)	O2022-1002	
Referred [C.J.p. 46825]	Pedestrian and	Traffic Safety
Passed [C.J.p. 47828]	SO2022-1603	
3435 S Oakley Ave		
Cardenas (12)	O2022-1517	
Referred [C.J.p. 47962]	Pedestrian and	Traffic Safety
1314 N Parkside Ave		
Taliaferro (29)	O2022-1645	
Referred [C.J.p. 47973]	Pedestrian and	Traffic Safety
1724 N Parkside Ave		
Taliaferro (29)	O2022-1631	
Referred [C.J.p. 47974]	Pedestrian and	Traffic Safety
6040 S Parkside Ave		
Quinn (13)	O2022-1570	
Referred [C.J.p. 47964]	Pedestrian and	Traffic Safety
12918 S Parnell Ave		
Beale (9)	O2022-1465	
Referred [C.J.p. 47959]	Pedestrian and	Traffic Safety
4514 S Paulina St		
Lopez (15)	O2022-1366	
Referred [C.J.p. 47966]	Pedestrian and	Traffic Safety
4612 S Paulina St		
Lopez (15)	O2022-1530	
Referred [C.J.p. 47966]	Pedestrian and	Traffic Safety
5336 S Paulina St		
Coleman (16)	O2022-1065	
Referred [C.J.p. 46818]	Pedestrian and	Traffic Safety
Passed [C.J.p. 47823]	SO2022-1603	

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7041 S Paulina St		
Moore (17)	O2022-1405	
Referred [C.J.p. 47968]	Pedestrian and	Traffic Safety
7547 S Paulina St		
Moore (17)	O2022-1387	
Referred [C.J.p. 47968]	Pedestrian and	Traffic Safety
7547 S Paulina St		
Moore (17)	O2022-199	
Referred [C.J.p. 44143]	Pedestrian and	Traffic Safety
Passed [C.J.p. 47823]	SO2022-1603	
7111 S Paxton Ave		
Hairston (5)	O2022-1344	
Referred [C.J.p. 47953]	Pedestrian and	Traffic Safety
7809 S Paxton Ave		
Mitchell (7)	O2022-1480	
Referred [C.J.p. 47956]	Pedestrian and	Traffic Safety
9237 S Paxton Ave		
Mitchell (7)	O2022-1421	
Referred [C.J.p. 47956]	Pedestrian and	Traffic Safety
9331 S Paxton Ave		
Mitchell (7)	O2022-1469	
Referred [C.J.p. 47956]	Pedestrian and	Traffic Safety
7841 S Peoria St		
Moore (17)	O2022-1389	
Referred [C.J.p. 47968]	Pedestrian and	Traffic Safety
9629 S Perry Ave		
Brookins (21)	O2022-1132	
Referred [C.J.p. 46820]	Pedestrian and	Traffic Safety
Passed [C.J.p. 47825]	SO2022-1603	
2922 W Pershing Rd		
Cardenas (12)	O2022-1432	
Referred [C.J.p. 47962]	Pedestrian and	Traffic Safety

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5248 W Polk St		
Taliaferro (29)	O2022-1672	
Referred [C.J.p. 47974]	Pedestrian and	
	Traffic Safety	
4209 S Prairie Ave		
Dowell (3)	O2022-1501	
Referred [C.J.p. 47952]	Pedestrian and	
	Traffic Safety	
8225 S Prairie Ave		
Sawyer (6)	O2022-591	
Referred [C.J.p. 45324]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47819]	SO2022-1603	
10041 S Prairie Ave		
Beale (9)	O2022-1459	
Referred [C.J.p. 47959]	Pedestrian and	
	Traffic Safety	
10554 S Prairie Ave		
Beale (9)	O2022-965	
Referred [C.J.p. 46816]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47821]	SO2022-1603	
2702 S Princeton Ave		
Lee (11)	O2022-970	
Referred [C.J.p. 46816]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47822]	SO2022-1603	
2702 S Princeton Ave		
Lee (11)	O2022-1520	
Referred [C.J.p. 47961]	Pedestrian and	
	Traffic Safety	
7141 S Princeton Ave		
Sawyer (6)	O2022-1235	
Referred [C.J.p. 46815]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47820]	SO2022-1603	
2034 N Racine Ave		
Hopkins (2)	O2022-1498	
Referred [C.J.p. 47952]	Pedestrian and	
	Traffic Safety	
10991 S Racine Ave		
Austin (34)	O2022-1557	
Referred [C.J.p. 47975]	Pedestrian and	
	Traffic Safety	

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10804 S Rhodes Ave		
Beale (9)	O2022-1449	
Referred [C.J.p. 47959]	Pedestrian and	
	Traffic Safety	
5313 S Richmond St		
Burke (14)	O2022-1428	
Referred [C.J.p. 47964]	Pedestrian and	
	Traffic Safety	
5331 S Richmond St		
Burke (14)	O2022-1354	
Referred [C.J.p. 47964]	Pedestrian and	
	Traffic Safety	
7528 S Ridgeland Ave		
Harris (8)	O2022-941	
Referred [C.J.p. 46816]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47821]	SO2022-1603	
1100 N Ridgeway Ave		
Burnett (27)	O2022-1297	
Direct Introduction	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47826]	SO2022-1603	
1100 N Ridgeway Ave		
Burnett (27)	O2022-1535	
Referred [C.J.p. 47970]	Pedestrian and	
	Traffic Safety	
2219 N Rockwell St		
La Spata (1)	O2022-1495	
Referred [C.J.p. 47951]	Pedestrian and	
	Traffic Safety	
4030 S Rockwell St		
Cardenas (12)	O2022-1060	
Referred [C.J.p. 46817]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47822]	SO2022-1603	
4739 S Rockwell St		
Lopez (15)	O2022-1361	
Referred [C.J.p. 47966]	Pedestrian and	
	Traffic Safety	
5135 S Rockwell St		
Burke (14)	O2022-1426	
Referred [C.J.p. 47965]	Pedestrian and	
	Traffic Safety	

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6514 S Rockwell St		
Moore (17)	O2022-211	
Referred [C.J.p. 44143]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47823]	SO2022-1603	
7014 S Rockwell St		
Moore (17)	O2022-1379	
Referred [C.J.p. 47968]	Pedestrian and Traffic Safety	
7039 S Rockwell St		
Moore (17)	O2022-1397	
Referred [C.J.p. 47968]	Pedestrian and Traffic Safety	
7039 S Rockwell St		
Moore (17)	O2022-214	
Referred [C.J.p. 44143]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47824]	SO2022-1603	
6040 S Rutherford Ave		
Quinn (13)	O2022-1424	
Referred [C.J.p. 47964]	Pedestrian and Traffic Safety	
2918 N Sacramento Ave		
Rodriguez Sanchez (33)	O2022-1308	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 47827]	SO2022-1603	
3726 N Sacramento Ave		
Rodriguez Sanchez (33)	O2022-1306	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 47827]	SO2022-1603	
4354 N Sacramento Ave		
Rodriguez Sanchez (33)	O2022-1304	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 47825]	SO2022-1603	
12645 S Saginaw Ave		
Sadlowski Garza (10)	O2022-1411	
Referred [C.J.p. 47961]	Pedestrian and Traffic Safety	

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7715 S Sangamon St		
Moore (17)	O2022-1395	
Referred [C.J.p. 47968]	Pedestrian and Traffic Safety	
715 N Sawyer Ave		
Burnett (27)	O2022-1293	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 47826]	SO2022-1603	
2355 S Sawyer Ave		
Cardenas (12)	O2022-1509	
Referred [C.J.p. 47962]	Pedestrian and Traffic Safety	
4444 N Sawyer Ave		
Rodriguez Sanchez (33)	O2022-1300	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 47827]	SO2022-1603	
8241 S Sawyer Ave		
Remove		
Curtis (18)	O2022-995	
Referred [C.J.p. 46825]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47828]	SO2022-1603	
5455 W School St		
Remove		
Reboyas (30)	O2022-1010	
Referred [C.J.p. 46825]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47828]	SO2022-1603	
4813 S Seeley Ave		
Lopez (15)	O2022-1363	
Referred [C.J.p. 47966]	Pedestrian and Traffic Safety	
5533 S Seeley Ave		
Lopez (15)	O2022-1357	
Referred [C.J.p. 47966]	Pedestrian and Traffic Safety	
6714 N Seeley Ave		
Silverstein (50)	O2022-1659	
Referred [C.J.p. 47975]	Pedestrian and Traffic Safety	

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7217 S Seeley Ave		
Moore (17)		O2022-1402
Referred [C.J.p. 47968]	Pedestrian and	Traffic Safety
5126 S Spaulding Ave		
Burke (14)		O2022-1547
Referred [C.J.p. 47965]	Pedestrian and	Traffic Safety
4610 S Springfield Ave		
Burke (14)		O2022-1289
Direct Introduction	Pedestrian and	Traffic Safety
Passed [C.J.p. 47823]	SO2022-1603	
4918 S St Lawrence Ave		
King (4)		O2022-1505
Referred [C.J.p. 47952]	Pedestrian and	Traffic Safety
8317 S St Lawrence Ave		
Sawyer (6)		O2022-1418
Referred [C.J.p. 47954]	Pedestrian and	Traffic Safety
8101 S State St, 5 E 81st St		
Sawyer (6)		O2022-1123
Referred [C.J.p. 46815]	Pedestrian and	Traffic Safety
Passed [C.J.p. 47820]	SO2022-1603	
5920 W Superior St		
Taliaferro (29)		O2022-1691
Referred [C.J.p. 47974]	Pedestrian and	Traffic Safety
6821 S Talman Ave		
Moore (17)		O2022-1378
Referred [C.J.p. 47968]	Pedestrian and	Traffic Safety
7006 S Talman Ave		
Moore (17)		O2022-1384
Referred [C.J.p. 47968]	Pedestrian and	Traffic Safety
8618 S Throop St		
Brookins (21)		O2022-1131
Referred [C.J.p. 46821]	Pedestrian and	Traffic Safety
Passed [C.J.p. 47825]	SO2022-1603	

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5733 S Tripp Ave		
Quinn (13)		O2022-1566
Referred [C.J.p. 47964]	Pedestrian and	Traffic Safety
2527 S Troy St		
Cardenas (12)		O2022-1439
Referred [C.J.p. 47962]	Pedestrian and	Traffic Safety
2829 S Trumbull Ave		
Rodriguez (22)		O2022-1586
Referred [C.J.p. 47970]	Pedestrian and	Traffic Safety
5206 S Trumbull Ave		
Burke (14)		O2022-985
Referred [C.J.p. 46818]	Pedestrian and	Traffic Safety
Passed [C.J.p. 47823]	SO2022-1603	
5228 S Trumbull Ave		
Burke (14)		O2022-1425
Referred [C.J.p. 47965]	Pedestrian and	Traffic Safety
3156 S Union Ave		
Lee (11)		O2022-1521
Referred [C.J.p. 47961]	Pedestrian and	Traffic Safety
4637 S Union Ave		
Lee (11)		O2022-1524
Referred [C.J.p. 47961]	Pedestrian and	Traffic Safety
5060 W Van Buren St		
Taliaferro (29)		O2022-1653
Referred [C.J.p. 47974]	Pedestrian and	Traffic Safety
5419 W Van Buren St		
Taliaferro (29)		O2022-1689
Referred [C.J.p. 47974]	Pedestrian and	Traffic Safety
5435 W Van Buren St		
Taliaferro (29)		O2022-1636
Referred [C.J.p. 47974]	Pedestrian and	Traffic Safety

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8037 S Vernon Ave		
Sawyer (6)		O2022-592
Referred	[C.J.p. 45324]	Pedestrian and Traffic Safety
Passed	[C.J.p. 47820]	SO2022-1603
11200 S Vernon Ave		
Beale (9)		O2022-1461
Referred	[C.J.p. 47959]	Pedestrian and Traffic Safety
4317 S Vincennes Ave		
Dowell (3)		O2022-1622
Referred	[C.J.p. 47952]	Pedestrian and Traffic Safety
7428 S Wabash Ave		
Sawyer (6)		O2022-1124
Referred	[C.J.p. 46815]	Pedestrian and Traffic Safety
Passed	[C.J.p. 47820]	SO2022-1603
8720 S Wabash Ave		
Beale (9)		O2022-1447
Referred	[C.J.p. 47959]	Pedestrian and Traffic Safety
3300 S Wallace St, 603 W 33rd St		
Lee (11)		O2022-972
Referred	[C.J.p. 46816]	Pedestrian and Traffic Safety
Passed	[C.J.p. 47822]	SO2022-1603
9121 S Wallace St		
Brookins (21)		O2022-1084
Referred	[C.J.p. 46821]	Pedestrian and Traffic Safety
Passed	[C.J.p. 47825]	SO2022-1603
202 N Waller Ave		
Taliaferro (29)		O2022-1648
Referred	[C.J.p. 47974]	Pedestrian and Traffic Safety
1025 N Waller Ave		
Taliaferro (29)		O2022-1634
Referred	[C.J.p. 47974]	Pedestrian and Traffic Safety
1306 N Waller Ave		
Taliaferro (29)		O2022-1680
Referred	[C.J.p. 47974]	Pedestrian and Traffic Safety

PARKING

Handicapped

1311 N Waller Ave		
Taliaferro (29)		O2022-1664
Referred	[C.J.p. 47974]	Pedestrian and Traffic Safety
1324 N Waller Ave		
Taliaferro (29)		O2022-1649
Referred	[C.J.p. 47974]	Pedestrian and Traffic Safety
1508 N Waller Ave		
Taliaferro (29)		O2022-1690
Referred	[C.J.p. 47974]	Pedestrian and Traffic Safety
5907 W Walton St		
Taliaferro (29)		O2022-1684
Referred	[C.J.p. 47974]	Pedestrian and Traffic Safety
8046 S Wentworth Ave		
Moore (17)		O2022-202
Referred	[C.J.p. 44143]	Pedestrian and Traffic Safety
Passed	[C.J.p. 47823]	SO2022-1603
N Whipple St, from 20 ft north of W Peterson Ave to 20 ft. north thereof		
Repeal		
Silverstein (50)		Or2022-121
Referred	[C.J.p. 46827]	Pedestrian and Traffic Safety
Passed	[C.J.p. 47830]	SO2022-1609
4539 S Whipple St		
Lopez (15)		O2022-1369
Referred	[C.J.p. 47966]	Pedestrian and Traffic Safety
4911 N Whipple St		
Rodriguez Sanchez (33)		O2022-1302
Direct Introduction		Pedestrian and Traffic Safety
Passed	[C.J.p. 47827]	SO2022-1603
5158 S Whipple St		
Burke (14)		O2022-1427
Referred	[C.J.p. 47965]	Pedestrian and Traffic Safety

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PARKING

Handicapped

4613 S Winchester Ave		
Lopez (15)	O2022-1355	
Referred [C.J.p. 47966]	Pedestrian and Traffic Safety	
6519 S Winchester Ave		
Lopez (15)	O2022-1372	
Referred [C.J.p. 47966]	Pedestrian and Traffic Safety	
7209 S Winchester Ave		
Moore (17)	O2022-1401	
Referred [C.J.p. 47968]	Pedestrian and Traffic Safety	
7533 S Winchester Ave		
Moore (17)	O2022-213	
Referred [C.J.p. 44144]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47823]	SO2022-1603	
7756 S Winchester Ave		
Moore (17)	O2022-1383	
Referred [C.J.p. 47968]	Pedestrian and Traffic Safety	
7931 S Winchester Ave		
Moore (17)	O2022-1391	
Referred [C.J.p. 47969]	Pedestrian and Traffic Safety	
5100 N Wolcott Ave		
Ramirez-Rosa (35)	O2022-1292	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 47827]	SO2022-1603	
6816 S Wolcott Ave		
Moore (17)	O2022-1394	
Referred [C.J.p. 47969]	Pedestrian and Traffic Safety	
3718 S Wood St		
Cardenas (12)	O2022-1415	
Referred [C.J.p. 47962]	Pedestrian and Traffic Safety	
4324 S Wood St		
Lopez (15)	O2022-1367	
Referred [C.J.p. 47966]	Pedestrian and Traffic Safety	

PARKING

Handicapped

5816 S Wood St		
Lopez (15)	O2022-1359	
Referred [C.J.p. 47966]	Pedestrian and Traffic Safety	
6342 S Wood St		
Lopez (15)	O2022-1356	
Referred [C.J.p. 47966]	Pedestrian and Traffic Safety	
6944 S Wood St		
Moore (17)	O2022-212	
Referred [C.J.p. 44144]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47823]	SO2022-1603	
9028 S Woodlawn Ave		
Harris (8)	O2022-696	
Referred [C.J.p. 45962]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47821]	SO2022-1603	
9831 S Woodlawn Ave		
Harris (8)	O2022-1288	
Referred [C.J.p. 47957]	Pedestrian and Traffic Safety	
7943 S Yale Ave		
Moore (17)	O2022-201	
Referred [C.J.p. 44144]	Pedestrian and Traffic Safety	
Passed [C.J.p. 47823]	SO2022-1603	
9938 S Yale Ave		
Beale (9)	O2022-1440	
Referred [C.J.p. 47960]	Pedestrian and Traffic Safety	
7955 S Yates Ave		
Mitchell (7)	O2022-1470	
Referred [C.J.p. 47956]	Pedestrian and Traffic Safety	

Limitations

8028 S Clyde Ave		
Harris (8)	O2022-1488	
Referred [C.J.p. 47956]	Pedestrian and Traffic Safety	

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PARKING

Loading/Standing/Tow Zones

from point 137 ft. east of S St. Louis Ave to point 89 ft. east
 Burke (14) O2022-1294
 Direct Introduction Pedestrian and Traffic Safety
 Passed [C.J.p. 47836] SO2022-1606
 3200-3232
 Except For Authorized School Personnel - amend
 Silverstein (50) O2021-3719
 Referred [C.J.p. 36718] Pedestrian and Traffic Safety
 Passed [C.J.p. 47836] SO2022-1606
 2001-2399 W 43rd St
 Cardenas (12) O2022-1693
 Referred [C.J.p. 47979] Pedestrian and Traffic Safety
 4501-4533 W 47th St
 Amend
 Burke (14) O2022-1290
 Direct Introduction Pedestrian and Traffic Safety
 Passed [C.J.p. 47835] SO2022-1606
 W 48th Pl, from S Christiana Ave to point 714 ft. west
 Burke (14) O2022-1296
 Direct Introduction Pedestrian and Traffic Safety
 Passed [C.J.p. 47836] SO2022-1606
 W 48th Pl, from S St. Louis Ave to point 223 ft. east
 Burke (14) O2022-1295
 Direct Introduction Pedestrian and Traffic Safety
 Passed [C.J.p. 47836] SO2022-1606
 W 52nd St, and S Linder Ave
 Burke (14) O2022-603
 Referred [C.J.p. 45338] Pedestrian and Traffic Safety
 Passed [C.J.p. 47835] SO2022-1606

PARKING

Loading/Standing/Tow Zones

W Ainslie St, from N Sawyer Ave to N Spaulding Ave
 Except Authorized School Personnel
 Rodriguez Sanchez (33) O2022-1593
 Referred [C.J.p. 47979] Pedestrian and Traffic Safety
 W Argyle St, from N Sawyer Ave to N Spaulding Ave
 Except Authorized School Personnel
 Rodriguez Sanchez (33) O2022-1594
 Referred [C.J.p. 47980] Pedestrian and Traffic Safety
 W Birchwood Ave, from N Western to first alley west
 Remove
 Silverstein (50) O2022-1620
 Referred [C.J.p. 47979] Pedestrian and Traffic Safety
 W Bryn Mawr Ave, from N Pulaski Rd to N Spaulding Ave
 Amend
 Nugent (39) O2022-1207
 Referred [C.J.p. 46828] Pedestrian and Traffic Safety
 Passed [C.J.p. 47836] SO2022-1606
 1-100 W Division St, 1150-1212 N Dearborn St, and 1122-1166 N State Pkwy
 Hopkins (2) O2022-962
 Referred [C.J.p. 46836] Pedestrian and Traffic Safety
 Passed [C.J.p. 47835] SO2022-1606
 160 N Elizabeth St
 Burnett (27) O2022-1533
 Referred [C.J.p. 47950] Pedestrian and Traffic Safety
 W Gregory St, and N Paulina St
 Vasquez, Jr. (40) O2022-796
 Referred [C.J.p. 45973] Pedestrian and Traffic Safety
 Failed to [C.J.p. 47840] SO2022-1612
 Pass

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PARKING

Loading/Standing/Tow Zones

329-333 W Hill St, 325-329 W Hill St, and 10278-1039 S Orleans St
Burnett (27) O2022-1056
Referred [C.J.p. 46812] Pedestrian and Traffic Safety
Passed [C.J.p. 47815] SO2022-1604
2200-2300 S Kenneth Ave
Remove
Rodriguez (22) O2022-1587
Referred [C.J.p. 47980] Pedestrian and Traffic Safety
N Kostner Ave, from W Kinzie St to W Lake St
Ervin (28) O2022-1591
Referred [C.J.p. 47979] Pedestrian and Traffic Safety
1534 N Linder Ave
Mitts (37) O2022-1559
Referred [C.J.p. 47975] Pedestrian and Traffic Safety
W Roscoe St, from N Elston Ave to N California Ave
Rodriguez Sanchez (33) O2022-829
Referred [C.J.p. 45973] Pedestrian and Traffic Safety
Passed [C.J.p. 47836] SO2022-1606
5830 N Sheridan Rd, 5815 N Sheridan Rd
15 Minutes Flashing Lights
Osterman (48) O2022-846
Referred [C.J.p. 45973] Pedestrian and Traffic Safety
Passed [C.J.p. 47815] SO2022-1604
N Spaulding Ave, from W Argyle St to W Ainslie St
Except Authorized School Personnel
Rodriguez Sanchez (33) O2022-1595
Referred [C.J.p. 47980] Pedestrian and Traffic Safety
1740 W Taylor St
Burnett (27) O2022-1058
Referred [C.J.p. 46813] Pedestrian and Traffic Safety
Passed [C.J.p. 47815] SO2022-1604

PARKING

Loading/Standing/Tow Zones

S Wentworth Ave, and W Cermak Rd
Sigcho-Lopez (25) O2021-4232
Referred [C.J.p. 36839] Pedestrian and Traffic Safety
Passed [C.J.p. 47836] SO2022-1606

Meters

511-525 W North Ave
Hopkins (2) O2022-1008
Referred [C.J.p. 46814] Pedestrian and Traffic Safety
Passed [C.J.p. 47818] SO2022-1610
511-517 W North Ave
Hopkins (2) O2022-1209
Referred [C.J.p. 46814] Pedestrian and Traffic Safety
Passed [C.J.p. 47818] SO2022-1610

Prohibitions

S Michigan Ave, from E 35th St to E 43rd St
Street Cleaning
Dowell (3) O2022-1246
Referred [C.J.p. 46835] Pedestrian and Traffic Safety
Passed [C.J.p. 47838] SO2022-1607
S State St, from E 26th St to E 43rd St
Street Cleaning
Dowell (3) O2022-1244
Referred [C.J.p. 46835] Pedestrian and Traffic Safety
Passed [C.J.p. 47838] SO2022-1607
S State St, from E Roosevelt Rd to E 26th St
Street Cleaning
Dowell (3) O2022-1245
Referred [C.J.p. 46835] Pedestrian and Traffic Safety
Passed [C.J.p. 47838] SO2022-1607

Residential Permit

5758 W 59th St (wraparound), S Menard Ave and W 59th St
Zone No. 1692 - repeal O2022-1004
Tabares (23)
Referred [C.J.p. 46833] Pedestrian and Traffic Safety
Passed [C.J.p. 47832] SO2022-1605

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PARKING

Residential Permit

946-982 W 18th Pl, 943-983 W 18th Pl
Amend
Sigcho-Lopez (25) O2022-1140
Referred [C.J.p. 46832] Pedestrian and Traffic Safety
Passed [C.J.p. 47833] SO2022-1605
W 21st St, from S Damen Ave to S Hoyne Ave
Sigcho-Lopez (25) O2022-1141
Referred [C.J.p. 46830] Pedestrian and Traffic Safety
Passed [C.J.p. 47833] SO2022-1605
1100-1158 W Adams St
Zone No. 2320 - amend
Sigcho-Lopez (25) O2022-1138
Referred [C.J.p. 46832] Pedestrian and Traffic Safety
Passed [C.J.p. 47833] SO2022-1605
3900-4000 W Adams St
Ervin (28) Or2022-43
Referred [C.J.p. 45335] Pedestrian and Traffic Safety
Passed [C.J.p. 47833] SO2022-1605
4100-4156 N Bernard St
Zone No. 114 - amend
Ramirez-Rosa (35) O2021-5353
Referred [C.J.p. 43070] Pedestrian and Traffic Safety
Passed [C.J.p. 47833] SO2022-1605
28-40 N Carpenter St
Zone No. 2235 - amend
Sigcho-Lopez (25) O2022-958
Referred [C.J.p. 46832] Pedestrian and Traffic Safety
Passed [C.J.p. 47833] SO2022-1605
S Dearborn St, from W 37th St to W 38th St
Zone No. 1591 - amend
Dowell (3) O2022-1241
Referred [C.J.p. 46831] Pedestrian and Traffic Safety
Passed [C.J.p. 47832] SO2022-1605

PARKING

Residential Permit

1100-1128 W Farwell Ave
Zone No. 56 - amend
Hadden (49) O2022-1102
Referred [C.J.p. 46831] Pedestrian and Traffic Safety
Passed [C.J.p. 47834] SO2022-1605
1200-1444 W Farwell Ave, 1201-1445 W Farwell Ave, 1200-1448 W Morse Ave and 1201-1477 W Morse Ave
Zone No. 56 - remove
Hadden (49) O2022-1101
Referred [C.J.p. 46832] Pedestrian and Traffic Safety
Passed [C.J.p. 47834] SO2022-1605
1118 W Fulton Market
Burnett (27) O2022-1534
Referred [C.J.p. 47978] Pedestrian and Traffic Safety
5479-5497 S Hamlin Ave
Zone No. 1518 - extension
Tabares (23) O2022-1003
Referred [C.J.p. 46831] Pedestrian and Traffic Safety
Passed [C.J.p. 47832] SO2022-1605
1134-1145 N Hoyne Ave
Zone No. 168
Hopkins (2) O2022-961
Referred [C.J.p. 46830] Pedestrian and Traffic Safety
Passed [C.J.p. 47832] SO2022-1605
3724-3758 S Maplewood Ave, 3725-3759 S Maplewood Ave
Zone Ni. 378 - amend
Cardenas (12) O2022-1061
Referred [C.J.p. 46831] Pedestrian and Traffic Safety
Passed [C.J.p. 47832] SO2022-1605
3725-3759 S Maplewood Ave, 3754-3758 S Maplewood Ave
Zone No. 823 - remove
Cardenas (12) O2022-1062
Referred [C.J.p. 46833] Pedestrian and Traffic Safety
Passed [C.J.p. 47832] SO2022-1605

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PARKING

Residential Permit

5800-5899 N Mulligan Ave		
Zone No. 2289 - repeal		
Gardiner (45)	O2022-1545	
Referred [C.J.p. 47978]	Pedestrian and	
	Traffic Safety	
4100-4183 W Nelson St		
Zone No. 1188 - amend		
Cardona, Jr. (31)	O2022-1555	
Referred [C.J.p. 47978]	Pedestrian and	
	Traffic Safety	
4100-4183 W Nelson St		
Zone No. 1188 - amend		
Cardona, Jr. (31)	O2022-1298	
Direct Introduction	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47833]	SO2022-1605	
5115-5157 S St Louis Ave		
Burke (14)	Or2022-112	
Referred [C.J.p. 46830]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47832]	SO2022-1605	
S Throop St, from W Cullerton St to W 21st St		
Sigcho-Lopez (25)	O2022-915	
Referred [C.J.p. 45970]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47833]	SO2022-1605	
8200-8259 S Wabash Ave		
Sawyer (6)	O2022-1122	
Referred [C.J.p. 46830]	Pedestrian and	
	Traffic Safety	
Passed [C.J.p. 47832]	SO2022-1605	

PROPERTY

Plats

Resubdivision

Marquette IMD Resubdivision	
Area bounded by S Damen Ave, W Harrison St, W Ogden Ave and W Congress Pkwy	
Approval of plat	
Ervin (28)	O2022-1599
Referred [C.J.p. 47989]	Transportation

PROPERTY

Sale

914 S California LLC	
912 S California Ave	
Sale subject to environmental remediation with reimbursement of eligible costs	
Lightfoot (Mayor)	O2022-1699
Referred [C.J.p. 47163]	Housing
Beloved Community Family Wellness Center	
6831-6833 S Halsted St, 6835, 6837 and 6839 S Halsted St	
Negotiated sale of vacant property for parking lot expansion	
Lightfoot (Mayor)	O2022-1256
Referred [C.J.p. 46047]	Housing
Passed [C.J.p. 47723]	
GMO Properties LLC	
1433 S	
Negotiated "as-is" sale of vacant property subject to requisite environmental remediation	
Lightfoot (Mayor)	O2022-1700
Referred [C.J.p. 47163]	Housing
Industrial Fence, Inc.	
1318 S Kilbourn Ave, 1256 S Kilbourn Ave, 1318 S Kilbourn Ave (partial)	
Negotiated sale for parking and materials storage	
Lightfoot (Mayor)	O2022-1704
Referred [C.J.p. 47163]	Housing
Neighborspace	
5384 N Bowmanville Ave	
Expansion of Bowmanville community-managed garden	
Lightfoot (Mayor)	O2022-1695
Referred [C.J.p. 47163]	Housing
Neighborspace	
1130 N Monticello Ave	
Negotiated sale "as-is" for open space and community garden	
Lightfoot (Mayor)	O2022-1696
Referred [C.J.p. 47163]	Housing
Scott, Natashee	
1254 S Albany Ave	
Lightfoot (Mayor)	O2022-1697
Referred [C.J.p. 47163]	Housing

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PROPERTY

Sale

Scott, Natashee
1256 S Albany Ave
"As-is" sale for development as open space
Lightfoot (Mayor) O2022-1698
Referred [C.J.p. 47163] Housing
Williams, Lawon
4214 W Fifth Ave
Negotiated sale
Lightfoot (Mayor) O2022-1702
Referred [C.J.p. 47163] Housing

PUBLIC WAY USAGE

Grants of Privilege

Chicago Kalbi, Inc.
3752 W Lawrence Ave
Sign
Ramirez-Rosa (35) O2022-1255
Referred [C.J.p. 46860] Transportation
Passed [C.J.p. 47871]

RESTRICTED RESIDENTIAL ZONES

Renewal

5th, 9th and 19th Precincts of 13th Ward
Four-year extension on prohibition of new and additional shared housing units and vacation rentals
Quinn (13) O2022-1028
Referred [C.J.p. 46850] License
Passed [C.J.p. 47805]

SIGNS/SIGNBOARDS

2150 N Cicero Ave
Permit No. 100965942
Villegas (36) Or2022-134
Referred [C.J.p. 47990] Zoning
2150 N Cicero Ave
Permit No. 100965947
Villegas (36) Or2022-135
Referred [C.J.p. 47990] Zoning
1431 N Claremont Ave
La Spata (1) Or2022-139
Referred [C.J.p. 47984] Zoning

SIGNS/SIGNBOARDS

2775 N Elston Ave
Waguespack (32) Or2022-136
Referred [C.J.p. 47990] Zoning
167 N Green St
Burnett (27) Or2022-138
Referred [C.J.p. 47988] Zoning
325 S Paulina St
Burnett (27) Or2022-137
Referred [C.J.p. 47988] Zoning
315 W Walton St
Burnett (27) Or2022-143
Referred [C.J.p. 47988] Zoning
651 W Washington Blvd
Reilly (42) Or2022-144
Referred [C.J.p. 47993] Zoning

SOCIAL ISSUES & PROGRAMS

Call for Commissioner to hold hearings on HIV crisis in African American communities
Sawyer (6) R2022-589
Referred [C.J.p. 47986] Health
Reaffirmation of commitment to protection of reproductive health care rights
Nugent (39), and Others R2022-588
Referred [C.J.p. 47991] Health
Support for protection and expansion of abortion rights
Villegas (36), and Others R2022-536
Referred [C.J.p. 46861] Health
Adopted [C.J.p. 47721]

STREETS

Honorary Designations

"Honorary Alexandria Lialios Way"
N Paris Ave, between W Waveland Ave and W Grace St
Sposato (38) O2022-1214
Referred [C.J.p. 46862] Transportation
Passed [C.J.p. 47912]
"Honorary Benji Wilson Way"
E 78th St, from S Eberhart Ave and S Rhodes Ave
Sawyer (6) O2022-1617
Referred [C.J.p. 47985] Transportation

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STREETS

Honorary Designations

"Honorary Jerry Torry Way"

S Phillips Ave, from E 76th St to E 77th St

Mitchell (7) O2022-196

Referred [C.J.p. 44171] Transportation

Passed [C.J.p. 47914]

"Honorary Steven Strauss Way"

N Clark St, from N Addison St to W Eddy St

Tunney (44) SO2022-1205

Referred [C.J.p. 46868] Transportation

Passed [C.J.p. 47913]

"Honorary Tom O'Rourke and Peggy Barber Way"

N Fremont St, 1800 block from W Willow St to W Wisconsin St

Smith (43) O2022-1098

Referred [C.J.p. 46865] Transportation

Passed [C.J.p. 47913]

"Muddy Waters Drive"

E 43rd St, from S Lake Park Ave to S Ellis Ave

King (4) O2022-1616

Referred [C.J.p. 47985] Transportation

"Officer Nicol Walker Way"

W Jackson Blvd, from S Kildare Ave to S Kostner Ave

Ervin (28) O2022-1600

Referred [C.J.p. 47988] Transportation

Speed Limitations

W Berwyn Ave, from N Virginia Ave to N Western Ave

20 mph

Vasquez, Jr. (40) O2022-1536

Referred [C.J.p. 47978] Pedestrian and Traffic Safety

TAX INCENTIVES

Class 6(b)

Support of Class 6(b)

2800-2850 W Columbus Ave

Lightfoot (Mayor) O2022-1283

Referred [C.J.p. 46046] Economic

Passed [C.J.p. 47666]

TAX INCENTIVES

Class 6(b)

Support of Class 6(b) renewal

3125 S Kolin Ave

Lightfoot (Mayor) O2022-1280

Referred [C.J.p. 46046] Economic

Passed [C.J.p. 47671]

Support of Sustainable Emergency Relief - Class 6(b) SER

3130 S Kolin Ave, 3136 S Kolin Ave

Lightfoot (Mayor) O2022-1281

Referred [C.J.p. 46046] Economic

Passed [C.J.p. 47662]

TAX INCREMENT FINANCING DISTRICTS

Cicero/Stevenson T.I.F.

Adoption

Cicero/Stevenson Redevelopment Project Area

Adoption of Tax Increment Financing (TIF)

Lightfoot (Mayor) O2022-1742

Referred [C.J.p. 47161] Finance

Approval

Cicero/Stevenson Redevelopment Project Area

Approval pursuant to Tax Increment Financing (TIF) Act

Lightfoot (Mayor) O2022-1744

Referred [C.J.p. 47160] Finance

Designation

Cicero/Stevenson Redevelopment Project Area

Designation of redevelopment area pursuant to Tax Increment Financing (TIF) Act

Lightfoot (Mayor) O2022-1743

Referred [C.J.p. 47160] Finance

TRAFFIC

Direction

One-Way

W Berwyn Ave, from N Virginia Ave to N Western Ave

Westerly - except bicycles - amend

Vasquez, Jr. (40) O2022-1537

Referred [C.J.p. 47951] Pedestrian and Traffic Safety

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TRAFFIC

Direction

One-Way

N Kostner Ave, from W Kinzie St to W Lake St

Southerly - remove

Ervin (28)

O2022-1590

Referred [C.J.p. 47951] Pedestrian and Traffic Safety

W Rundell Pl, from S Racine Ave to Se Aberdeen St

Easterly

Sigcho-Lopez (25)

O2021-5678

Referred [C.J.p. 43057] Pedestrian and Traffic Safety

Passed [C.J.p. 47816] SO2022-1608

Two-Way

W 64th St, and S Cicero Ave

Amend

Quinn (13)

O2022-980

Referred [C.J.p. 46814] Pedestrian and Traffic Safety

Passed [C.J.p. 47816] SO2022-1608

Signs

Stop Signs

W 54th St, and S Sawyer Ave

Stop

Burke (14)

Or2022-123

Direct Introduction Pedestrian and Traffic Safety

Passed [C.J.p. 47838] SO2022-1607

W 59th St, and S Springfield Ave

All-Way Stop

Tabares (23)

Or2022-141

Referred [C.J.p. 47981] Pedestrian and Traffic Safety

5758 W 59th St

Stop - remove

Tabares (23)

O2022-1088

Referred [C.J.p. 46838] Pedestrian and Traffic Safety

Passed [C.J.p. 47838] SO2022-1607

TRAFFIC

Signs

Stop Signs

W 70th Pl, and S Lawndale Ave

Two-Way Stop

Quinn (13)

Or2022-140

Referred [C.J.p. 47981] Pedestrian and Traffic Safety

E 93rd St, and S Marquette Ave

All-Way Stop

Mitchell (7)

O2022-954

Referred [C.J.p. 46837] Pedestrian and Traffic Safety

Passed [C.J.p. 47838] SO2022-1607

E 93rd St, and S Essex Ave

All-Way Stop

Mitchell (7)

O2022-955

Referred [C.J.p. 46837] Pedestrian and Traffic Safety

Passed [C.J.p. 47838] SO2022-1607

N California Ave, and W Berwyn Ave

All-Way Stop

Vasquez, Jr. (40)

O2022-1562

Referred [C.J.p. 47981] Pedestrian and Traffic Safety

S Forrestville Ave, and E 43rd St

All-Way Stop

King (4)

O2022-1614

Referred [C.J.p. 47981] Pedestrian and Traffic Safety

N Long Ave, and W Eddy Ave

All-Way Stop

Villegas (36)

O2022-1320

Referred [C.J.p. 47981] Pedestrian and Traffic Safety

S Oak Park Ave, and W 64th Pl

All-Way Stop

Tabares (23)

Or2022-142

Referred [C.J.p. 47981] Pedestrian and Traffic Safety

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TRAFFIC

Signs

Warning & Regulatory Signs

4342-4350 W 59th St
No Parking Except For School Buses
Quinn (13) O2022-1574
Referred [C.J.p. 47980] Pedestrian and
Traffic Safety
W Belmont Ave, from N Kedzie Ave to N Western
Ave
Rush Hour Restrictions - remove
Rodriguez Sanchez (33) O2022-1592
Referred [C.J.p. 47977] Pedestrian and
Traffic Safety
W Belmont Ave, from N Central Park Ave to N
Kedzie Ave
Rush Hour Restrictions - remove
Ramirez-Rosa (35) O2022-423
Referred [C.J.p. 44162] Pedestrian and
Traffic Safety
Passed [C.J.p. 47838] SO2022-1607
8300-8400 S Ellis Ave
No Trucks
Harris (8) Or2022-122
Referred [C.J.p. 47977] Pedestrian and
Traffic Safety
W Gregory St, 6700 block
No Parking of Semi-Trucks
Napolitano (41) O2022-1541
Referred [C.J.p. 47977] Pedestrian and
Traffic Safety
W Irving Park Rd, from N Spaulding to N
California Ave
No Truck Parking
Rodriguez Sanchez (33) O2022-828
Referred [C.J.p. 45969] Pedestrian and
Traffic Safety
Passed [C.J.p. 47836] SO2022-1606
5120-5134 S Kilbourn Ave, 5119-5135 S Kilbourn
Ave
One Hour Parking - remove
Tabares (23) O2022-1007
Referred [C.J.p. 46828] Pedestrian and
Traffic Safety
Passed [C.J.p. 47838] SO2022-1607

TRAFFIC

Signs

Warning & Regulatory Signs

N Marmora Ave, and W Giddings St
Reserved Disabled Parking
Gardiner (45) O2022-1560
Referred [C.J.p. 47976] Pedestrian and
Traffic Safety
5902-5912 S Menard Ave
No Parking - remove
Tabares (23) O2022-1005
Referred [C.J.p. 46828] Pedestrian and
Traffic Safety
Passed [C.J.p. 47838] SO2022-1607
5480-5498 S Nottingham Ave, 5477-5497 S
Nottingham Ave
No Parking - remove
Tabares (23) O2022-1589
Referred [C.J.p. 47977] Pedestrian and
Traffic Safety
N Pulaski Rd, from W Wilson Ave to W Sunnyside
Ave
Rush Hour Restrictions - remove
Ramirez-Rosa (35) O2022-424
Referred [C.J.p. 44163] Pedestrian and
Traffic Safety
Passed [C.J.p. 47839] SO2022-1607
W Superior St, and N Sedgwick St
Reserved Disabled Parking
Burnett (27) O2022-1206
Referred [C.J.p. 46827] Pedestrian and
Traffic Safety
Passed [C.J.p. 47830] SO2022-1609
W Peterson Ave from N California Ave to N
Whipple St
Parking Restrictions - repeal
Vasquez, Jr. (40) Or2021-132
Referred [C.J.p. 32590] Pedestrian and
Traffic Safety
Passed [C.J.p. 47839] SO2022-1607

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TRAFFIC

Signs

Warning & Regulatory Signs

W Peterson Ave, from N California Ave to N Western Ave

Parking Restrictions - repeal

Vasquez, Jr. (40) Or2021-132

Referred [C.J.p. 32590] Pedestrian and Traffic Safety

Passed [C.J.p. 47839] SO2022-1607

TRIBUTES

Del Galdo, Michael C.

Quinn (13) R2022-554

Adopted [C.J.p. 47924]

Noonan, Andrew

Nugent (39) R2022-559

Adopted [C.J.p. 47946]

UNITED STATES GOVT.

Call on members of Illinois Congressional delegation to pledge to codify protection of reproductive health care rights

Nugent (39), and Others R2022-588

Referred [C.J.p. 47991] Health

Chicago-Workforce Partnership

Grant subrecipient and fiscal agent for federal Workforce Innovation and Opportunity Act funds

Lightfoot (Mayor) O2022-1694

Referred [C.J.p. 47165] Workforce Development

U.S. Department of Army, Chicago District, Corps of Engineers

250 N Breakwater Access Road

Supplemental agreements No. 1 and No. 2 to intergovernmental agreement for extension of City's use of helipad (License No. DACW23-0307-001)

Lightfoot (Mayor) O2022-1273

Referred [C.J.p. 46048] Housing

Passed [C.J.p. 47772]

ZONING RECLASSIFICATIONS

Map No. 1-E

Pristine LLC

151-183 N Michigan Ave

App No. 21034, RBPd No. 186 to DX-16

Misc. Transmittal O2022-1329

Referred [C.J.p. 47171] Zoning

Map No. 1-G

215 N Green LLC

215 N Green St

App No. 21038T1, DX-3 to DX-3

Misc. Transmittal O2022-1333

Referred [C.J.p. 47171] Zoning

Map No. 2-J

Emmluc LLC-3600 W Harrison LLC

3601 W Harrison St

App No. 21042T1, M1-3 to C1-3

Misc. Transmittal O2022-1529

Referred [C.J.p. 47169] Zoning

Map No. 2-K

Gardner, John

4225-4229 W Madison St

App No. 21037, B3-2 to B2-3

Misc. Transmittal O2022-1332

Referred [C.J.p. 47169] Zoning

Map No. 3-I

Bihlman II, Robert

1433 N Fairfield Ave

App No. 21036, RS-3 to RM-4.5

Misc. Transmittal O2022-1331

Referred [C.J.p. 47168] Zoning

Map No. 3-L

Austin United Alliance Development Company LLC

5202-5224 W Chicago Ave, 802-812 N Laramie Ave, and 803-813 N Latrobe Ave

App No. 21027, B3-1 to B2-3 then PD

Misc. Transmittal O2022-1322

Referred [C.J.p. 47168] Zoning

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ZONING RECLASSIFICATIONS

Map No. 4-F

La Rosa, Kymm
1931-1933 S Jefferson St
App No. 21041, C1-2 to B2-3
Misc. Transmittal O2022-1528
Referred [C.J.p. 47170] Zoning

Map No. 4-G

2108-2148 S Halsted St, 801-809 W 21st St, and
800-810 W Cermak Rd
B3-3, C1-2 and M1-2 to B3-2
Lee (11) O2022-1558
Referred [C.J.p. 47982] Zoning

Mural Park LLC

931 W 19th St
App No. 21040T1, M1-2 to C3-5
Misc. Transmittal O2022-1527
Referred [C.J.p. 47170] Zoning

Map No. 5-H

Kensington Bucktown Building LLC
1741-1749 N Damen Ave
App No. 20133T1, M1-2 to B1-2
Misc. Transmittal O2022-1328
Referred [C.J.p. 47169] Zoning

Map No. 6-I

LV 2358 Troy LLC
2538 S Troy St
App No. 21029, C1-2 to RT-4
Misc. Transmittal O2022-1324
Referred [C.J.p. 47170] Zoning

Map No. 6-K

Area bounded by E Erie St, N State St and W
Huron St
Reilly (42) O2022-1625
Referred [C.J.p. 47983] Zoning

Map No. 11-H

Sherbel Properties LLC
4649 N Damen Ave
App No. 21028, RS-3 to B3-1.5
Misc. Transmittal O2022-1323
Referred [C.J.p. 47171] Zoning

ZONING RECLASSIFICATIONS

Map No. 11-I

Kaplon, Chris
4200 N Sacramento Ave
App No. 21030, RS-3 to RM-4.5
Misc. Transmittal O2022-1325
Referred [C.J.p. 47169] Zoning

Map No. 11-M

SIC TOO LLC
5824 W Montrose Ave
App No. 21039, RS-3 to RM-4.5
Misc. Transmittal O2022-1334
Referred [C.J.p. 47171] Zoning

Map No. 12-E

5050 Prairie LLC
5036-5058 S Prairie Ave, 224-232 E 51st St
App No. 21032, RM-5, B303 and C2-3 to B2-3
Misc. Transmittal O2022-1327
Referred [C.J.p. 47172] Zoning

Map No. 16-L

6401 S Central Ave
B1-1 and RS-2
Quinn (13) O2022-1601
Referred [C.J.p. 47982] Zoning

Map No. 20-K

7901-8071 S Cicero Ave, 4744-4760 W 81st St,
and 4649-4711 W 79th St
BPD No. 965 to BPD No. 965 as amended
Curtis (18) O2022-1542
Referred [C.J.p. 47983] Zoning

Map No. 28-H

Metra Commuter Rail Division of the Regional
Transportation
1956 W 115th St, 1957 W 115th St
App No. 21031, RS-3 and B3-1 to T
Misc. Transmittal O2022-1326
Referred [C.J.p. 47170] Zoning

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ZONING RECLASSIFICATIONS

Miscellaneous

Expression of opposition to proposed zoning
reclassification of property at 854 W Castlewood
Terr (O2022-1211)

App No. 21024T1

No Sponsor

F2022-33

Filed [C.J.p. 47166]

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