



Office of the City Clerk

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Legislation Text

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SUBSTITUTE ORDINANCE

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

SECTION 1. Section 4-156-430 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-156-430 Athletic contests at night and on weekday afternoons Restrictions.

A) (1) It shall be unlawful for any licensee or other person, firm, corporation or other legal entity to produce or present or permit any other person, firm, corporation or other legal entity to produce or present any athletic contest, sport, game, including any baseball game, or any other amusement as defined in Article I of this chapter, if any part of such athletic contest, sport, game, including any baseball game, or any other amusement as defined in Article I of this chapter (also known in this section and in this Ordinance as ("Event(s) Event or major league baseball game that takes place between the hours of 8:00 p.m. and 8:00 a.m., or is scheduled to begin between the hours of 2:01 p.m. and 4:09 p.m. on weekdays (except for Memorial Day, Independence Day or Labor Day), and is presented in the open air portion of any stadium or playing field which is not totally enclosed and contains more than 15,000 seats where any such seats are located within 500 feet of 100 or more dwelling units.

The 500 foot distance shall be measured from the seat to the nearest point of the buildings in which the dwelling units are contained.

(2) For purposes of this section, the following definitions apply: "dwelling Dwelling unit" shall mean a room designed or used for sleeping accommodations, including hotel and dormitory rooms.

"Event" means an amusement, as that term is defined in section 4-156-010, other than a major league baseball game.

B) The provisions of Subsection (A) do not apply, in whole or in part, to a team whose regular home stadium, or a person using such stadium, is subject to this section for any of the following:

(Omitted text is unaffected by this ordinance)

(2) Up to 40 43 regular season home baseball games of any team in each year, as designated by that team, when such games are scheduled to begin at or after 4:10 p.m. or at or prior to 7:05 p.m., or scheduled to begin no later than 8:00 p.m. if required by an asserted national television obligation; provided, however,

- a) Up to 35 regular season home baseball games may be scheduled to start at the times set forth in subsection (B)(2);

- b) The remaining five eight games shall be used to satisfy any requirements of an asserted national television obligation that requires such team to reschedule a day game to a game starting during the times set forth in subsection (B)(2). Any games scheduled pursuant to this subparagraph shall be promptly reported to the Alderman of the affected ward and the Corporation Counsel. The Corporation Counsel shall promptly advise the City Council of the scheduling of a game

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under this subparagraph.

(Omitted text is unaffected by this ordinance)

6) Any non-major league baseball games or any games, contest, sports or other Events Event expected to have less than approximately 12,500 people in attendance.

7) Reserved. Up to six nationally televised regular season home baseball games per year when such games are required to be changed, pursuant to an asserted national television obligation, from a day game to a game beginning during the times set forth in subsection (B)(2); provided that:

- a) The games allocated in subsection (B)(2)(b) have already been scheduled;
- b) The City receives a timely request, in writing, to use a game pursuant to this paragraph. Such request shall include a certification from the Office of the Commissioner of Major League Baseball indicating the game will be played at night 36 part of an asserted national television obligation;
- c) The request is made to, and approved by, the City Council; provided that the Corporation Counsel may approve a request under this paragraph when, after consultation with the Alderman of the affected ward and considering all relevant information, including the certification required in paragraph (b), the Corporation Counsel finds that:
 - i) For reasons beyond the control of the requesting team, a timely request could not be made to the City Council because the televisor's request was made after the conclusion of the most recent City Council meeting;
 - ii) The game is scheduled to be played prior to the next announced meeting of the City Council; and
 - iii) The request for the change in game time by the televisor pursuant to the asserted national television obligation is in the same time frame and in the same manner 36 other game time change requests for other teams.
- d) If, after consultation with the Alderman of the affected ward, the request on the City's website, and send a copy to the City Council and the Alderman of the affected ward.
- e) No more than six changes shall be granted in any year under this paragraph 7.

8) Up to four concerts or other non-baseball Events scheduled to take place between the

hours of 8 p.m. and 8 a.m. and expected to have more than 12,500 people in attendance, to be determined by the owner or operator of a stadium, or a promoter of a ~~concert~~ the Event to be held at such stadium, subject to the following;

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a) The owner, operator or promoter, whichever is applicable, shall notify the City, in writing, of the proposed date and time of such ~~concert or~~ Event;

b) Such ~~concert or~~ Event shall be allowed at the date and time specified in the notice, unless the Corporation Counsel, in consultation with the Alderman of the affected ward, requires that the concert or Event be rescheduled to a mutually agreed upon date because it interferes with other previously scheduled activities, City resources, public safety, or other similar good reasons; provided that the Event shall not be scheduled for the last Sunday in June;

c) Unless otherwise authorized by ordinance, such event an Event authorized under this paragraph (8) shall end no later than 11.00 p.m. Such ~~concerts or~~ Events may be held on any day of the week, including on a Friday or Saturday night; and

d) The owner, operator or promoter shall comply with the neighborhood protection provisions found in the ordinance adopted by the City Council on February 11, 2004, and appearing in the City Council Journal of Proceedings of such date at pages 18722-18772 and as amended thereafter; and all provisions imposing obligations and protections enumerated in Sections 4, 5 (A) and (B), 6, and 7(A)(1) of the ordinance adopted by the City Council on March 13, 2013, and published at pages 48631-48638 of the Journal of Proceedings of the City Council of such date, ~~except that all reports required to be made to the Budget Director shall be made to the Corporation Counsel.~~ All such provisions are hereby incorporated as if fully set forth, except to the extent there are any inconsistencies, then the provisions of this section shall apply.

9) Except for Events with attendance under 12,500 people or those authorized by paragraph (B)(10), all Any ~~concerts or other~~ Events in excess of the four ~~concerts or non-baseball~~ Events permitted in paragraph (8) subsection (B)(8). which are authorized by the City Council and start during the times set forth in subsection (B)(2) are scheduled to take place between the hours of 8 p.m. and 8 a.m. shall be counted as a night baseball game for the purposes of the limit of 40 43 night baseball games in a season, and if too late in the year to reduce the number of night games in that year, shall be counted toward the permissible number of night games in the following year; Such ~~concerts or other~~ Events shall be subject to the provisions of Paragraph (8)(a)-(d).

10) To any Event which take takes place between October 1 and March 31, however, non-sporting events Events must end no later than 11:00 p.m.; provided that an Event may end no later than 2 a.m. when the Event is: (1) expected to have less than 500 people in attendance; and (2) conducted within a totally enclosed area during the duration of the Event-Such Event shall not be counted for purposes of the limit of 43 night baseball games in a season.

(C) Except as otherwise provided in this section, no regular season baseball game may be scheduled to begin after 4:10 p.m. on a Friday or a Saturday, except up to two three regular season games per year may be scheduled on a Friday or a Saturday after 4:10 p.m. if required by:

(Omitted text is unaffected by this ordinance)

(D) Games or Events scheduled to begin at or prior to 8:00 p.m. may begin on the same day upon the conclusion of weather delays or delays caused by other similar unexpected natural occurrences or by death or serious personal injury to a fan or a player or management employee of any person, firm, corporation, team, or legal entity whose stadium or playing field is subject to this section, all beyond the control any person, firm, corporation, team, or legal entity whose stadium or playing field is subject to this section, without restriction as to time except those dealing with public safety: provided that any Event authorized under subsection (B)(8) shall end no later than 11 p.m. regardless of the time it commenced.

(F) Notwithstanding Subsections (B)(2) and (B)(8), baseball games and other Events, regardless of the originally scheduled start time, which are postponed for the reasons listed in Subsection (D), may be re-scheduled to a different date to begin during the times set forth in Subsection (B)(2) or (B)(8), whichever is applicable, in the same or subsequent calendar year, and the rescheduled game shall not be counted against the limitation on night baseball games or Events for purposes of this Section, provided that:

1) for any professional baseball game rescheduled under this subsection, the owners or operators of the stadium shall request that Major League Baseball not reschedule such game to the day of the Pride Parade if the City has provided notice to such owners or operators of the dates when the Pride Parade will be held no later than June 30 of the year preceding the Pride Parade, and if no notice was provided, then request the game not be rescheduled for the last Sunday in June. ~~If a game or Event originally scheduled to take place during the day is rescheduled to take place during the times set forth in Subsection (B)(2), the person requesting such rescheduling shall certify to the satisfaction of the Corporation Counsel that the game or Event cannot reasonably or practicably be rescheduled as a day game or Event;~~

2) if a professional baseball game or Event originally scheduled to take place during the day is rescheduled to take place during the times set forth in subsection (B)(2) or (B)(8), whichever is applicable, such game or Event shall count towards the number of night baseball games or Events authorized by those subsections; and ~~The Corporation Counsel, in consultation with the Alderman of the affected ward, may require the game or Event to be rescheduled to a mutually agreed upon date because it interferes with other previously scheduled activities, City resources, public safety, or other similar good reasons; and~~

3) Any baseball game or Event rescheduled pursuant to this provision shall result in a reduction of permitted baseball games or Events under Subsection (B)(2) or Subsection (B)(8), as whichever is applicable, in the following calendar year, if the games or Events allocated in subsection (B)(2) or (B)(8) have already been scheduled.

(Omitted text is unaffected by this ordinance)

~~(H) Subsections Subsection (B)(2) and (B)(7) of this Section shall not be subject to amendment with regard to any game included in the schedule proposed by Major League Baseball for the following calendar year.~~

(I) The owners or operators of any stadium where any baseball game is held that is subject to the provisions of the ordinance adopted by the City Council on February 11, 2004,

and appearing in the City Council Journal of Proceedings of such date at pages 18722-18772, shall comply with the neighborhood protection provisions found in the ordinance, or as thereafter amended. All such provisions are hereby incorporated as if fully set forth, except to the extent there is any inconsistency, then the provisions of this section shall apply.

(J) The owner or operator of a stadium subject to this section, or promoter of a ~~concert~~ an Event held at such stadium, whichever is applicable, shall be responsible for the reasonable costs incurred by the City for of City services supporting the ~~concert or non-baseball~~ Event, consistent with the costs paid by other similarly situated venues; provided that costs incurred for any additional city services above the city services normally provided as of the effective date of this 2013 amendatory ordinance, shall not be assessed, unless the additional services are required by federal or state law. The determination of the need and cost for the City services shall be based on such factors as the expected pedestrian and vehicular traffic and congestion, estimated attendance, density of area, number of street closures, street cleaning or refuse disposal, and other such similar factors.

(Omitted text is unaffected by this ordinance)

(L) The sale of beer or alcohol in the open air public seating areas or related public concourses shall end:

- 1) at Events, no later than 11:00 p.m.. and
- 2) at major league baseball games, no later than 10.30 p.m., or the end of the 7th-inning, whichever occurs first.

(M) (1) The owner or operator of a stadium, or promoter of an Event held at such stadium who violates subsection (B)(8)(c) shall be fined: (i) \$5,000 for any Event that ends between 11:01 p.m. and 11:30 p.m.; (ii) \$15,000 for any Event that ends between 11:31 p.m. and midnight; and (iii) \$30,000 for each additional half-hour increment after midnight that an Event fails to end. Each period of violation shall be deemed a separate offense and the fine applied to each period of violation shall be separately assessed from the fine imposed for any preceding period of violation. The owner or operator of the stadium and the promoter of an Event found in violation of subsection (B)(8)(c) shall be jointly and severally liable for such violation.

(2) Except where otherwise specifically provided, any person who violates this section shall be fined not less than \$300.00 nor more than \$5,000.00 for each offense. A separate and distinct offense shall be held to have been committed each day any person continues to violate any of the provisions hereof.

SECTION 2. The Night Game Ordinance of 2004, which ordinance was passed by the City Council on February 11, 2004, and published at pages 18722-18772 of the Journal of Proceedings of the City Council of that date, is hereby amended by adding the language underscored and by deleting the language struck through as shown in Exhibit 1 attached here to.

SECTION 3. This ordinance shall take effect on February 2, 2014.

Exhibit 1

AMENDED AND RESTATED AGREEMENT

This Amended and Restated Agreement entered into as of this day of 2013 (Effective Date") by and between the Chicago Cubs Baseball Club, LLC ("Cubs") and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois ("City"), at Chicago, Illinois. The City and the Cubs agree as follows:

SECTION 1. Background Information.

A) Pursuant to a Substitute Ordinance passed by the City Council of the City of Chicago ("City Council") on February 11, 2004 and appearing in the City Council Journal of Proceedings of such date at pages 18722-18772 ("Night Games Ordinance"), the City and the Cubs entered into an agreement, included as part of the Night Games Ordinance as Sections 3 through 8 and 10 and 11. The City and the Cubs wish to enter into this Amended and Restated Agreement to amend the terms included as part of that Night Games Ordinance.

B) The Background Information, as well as all exhibits attached to this Amended and Restated Agreement, are made a part of this Agreement.

SECTION 2. Definitions.

A) "Agreement" means this Amended and Restated Agreement.

B) "Area that surrounds Wrigley Field" or "community" or "neighborhood" or "surrounding community" or "surrounding neighborhood" means the larger of either the area within the boundary of the LV-2 night sticker parking program as currently or in the future defined, or the area bounded by Diversey Parkway and Avenue, Lake Shore Drive, Montrose Avenue and Ravenswood Avenue, and includes any area within 1,000 feet from any perimeter of any remote parking lot under Section 4B of this Agreement that is not inside either of these boundaries.

C) "Budget Director" means the Budget Director of the City of Chicago, or her designee, unless the language specifically states, or context clearly indicates, otherwise.

D) "Event" has the same meaning ascribed to that term in section 4-156-430.

E) "LV-2" means the area defined in an ordinance adopted by the City Council of Chicago on March 15, 1991, and appearing in the City Council Journal of the Proceedings of such date at pages 30860-63, and as may be amended or modified thereafter.

F) "Mayor" means the Mayor of the City and includes his designee.

G) "Municipal Code" means the Municipal Code of the City of Chicago.

(H) "Night game" means a professional baseball game scheduled to begin after 4:10 p.m.

SECTION 3. Game-Related Matters and Events at Concerning Chicago National League Ball Club, Inc. and Wrigley Field.

(A) Regular Season Night Games. Subject to the terms of Section 4-156-430 of the Municipal Code of the City of Chicago and this Subsection A, the The Cubs may scheduler in each baseball season, regular season home baseball Night games at Wrigley Field, 1060 West Addison Street, Chicago, Illinois ("Wrigley Field" or "the park"), as Night Games, as follows: that isr baseball games scheduled to begin after 4:10 p.m. ("Night Game(6)").

1) The Cubs may schedule no more than 4 Night Games in the 2004 regular season in addition to the regular season home baseball games allowed in Section 4-156-430(B)(2) of the Municipal Code of the City of Chicago.

2) The Cubs may schedule no more than 8 Night Games in the 2005 regular season in addition to the regular season home baseball games allowed in Section 4-156-430(B)(2) of the Municipal Code of the City of Chicago.

3) The Cubs may schedule no more than 12 Night Games in addition to the regular season home baseball games allowed in Section A-156-430(B)(2) of the Municipal Code of the City of Chicago in the 2006-2015 regular seasons, and in any regular season after 2015 for so long as the contractual agreement embodied in this Ordinance is continued as provided in Section 7 of this Ordinance, provided however that the Cubs' compliance with this Agreement will be reviewed after the 2005 regular season, and if the Cubs have not complied with each of their obligations under this Ordinance and Agreement then no more than 10 Night Games shall be authorized, at the direction of the City (which shall be given on or prior to November 1, 2005), the Cubs shall schedule no more than 10 night games in addition to the regular season home baseball games allowed in Section 4-156-430(B)(2) of the Municipal Code of the City of Chicago in the 2006 regular season.

(1) The Cubs may schedule no more than 43 Night Games in the 2014-2024 regular seasons, and in any regular season thereafter for so long as this Agreement remains in effect after 2024. The Night Games shall be conducted in compliance with Section 4-156-430: provided that if, after the execution of this Agreement, the number of Night Games authorized by that section is reduced to less than 43 Night Games, the Cubs may still schedule 43 Night Games in any regular season covered by this Agreement, unless the number of authorized Night Games is reduced pursuant to a provision of this Agreement.

(4 2) No regular season Night Games shall be scheduled to begin later than 8:00 p.m.,. Except except if required by a national television contract or weather or other similar unexpected natural occurrences or by death or serious personal injury to a fan or a player or management employee of the Cubs, all beyond the control of the Cubs, the scheduled starting time of Night Games shall be 7:05 p.m.

(§ 3) Games scheduled to begin prior to 8:00 p.m. may begin upon the conclusion of weather delays or delays caused by other similar unexpected natural occurrences, or by death or serious personal injury to a fan or a player or management employee of the Cubs, all beyond the control of the Cubs, as

provided in Subsection E.

(§ 4) No regular season Night Game shall be scheduled on a Friday or a Saturday, except up to two three regular season games per year may be scheduled on a Saturday night if required by:

~~(a) Major League Baseball in a manner generally applicable to all major league baseball teams, or~~

(b a) a national television contract, or

(e b) other circumstance beyond the control of the Cubs, such as by a collective bargaining agreement.

(7- 5) The Cubs will give the City and residents of the surrounding community as much advance notice as possible of the dates and start times of all games.

(8 6) The proscription on Night Games shall not apply to the following, each of which may begin at any hour and may be held without restriction as to time and shall not count against the annual limitation on Night Games set forth in this Section:

a) All-Star games and related All-Star Game activity,

b) Post-season or playoff-determinative baseball games,

c) Regular season tie-breaker games,

d) Any play-off, Divisional Championship, Conference Championship, or League games,

e) World Series or other similar championship games, or

f) Any similar baseball games to (a)-(e), or activity related to subsections (A)(6)(a)-(f).

B) Regular Season Weekday Afternoon Games. Regular season weekday afternoon baseball games must begin on or before 1:35 p.m., except as provided in Subsection C for the holidays specified in that Section, and except as provided in Subsections D, E and F. However, the Cubs may schedule up to 43 6 regular season non-double-header baseball games per calendar year to begin on Friday afternoon in the 2004 regular season to begin between 4-£§ 2:01 p.m. and 4:10 p.m. and may schedule up to 4 regular season baseball games on Friday afternoon in the 2005 season to begin between 1:35 p.m. and 2:20 p.m. The Cubs will not schedule any Friday baseball games to begin after 1:35 p.m. after the 2005 regular season so long as this Ordinance and Agreement is in effect.

C) Regular Season Weekend And Holiday Afternoon Games. Afternoon games on weekends during the regular season and afternoon games on Memorial Day, on Independence Day and on Labor Day shall begin at or before 4:10 p.m., except as provided in Subsections D and E.

(D) Double-headers. Except as provided in Subsection E, double headers are permitted as follows:

- 1) If the first game begins at or before 1:35 p.m. on a weekday, or on a weekend, and the second game begins reasonably promptly after the first game, provided, however, the first game of a double-header may begin at or before 3:05 p.m. on a weekend only if the weekend game is the last visit of the season for an opponent, a tie-breaker, play-off, divisional, conference, league, World Series, or other similar championship or postseason determinative game and the second game begins reasonably promptly after the first game; or
- 2) Where one game of the double-header was originally scheduled for an earlier date but was postponed because of weather or other similar unexpected natural occurrences or by death or serious personal injury to a fan or a player or management employee of the Cubs, all beyond the control of the Cubs, and
 - a) the first game is scheduled to begin at or before 1:35 p.m., with the second game to start reasonably promptly after the end of the first game, or
 - b) the postponed game is rescheduled as part of a double-header permissible under the terms of Article V of the 2003-2006 basic collective bargaining agreement executed between Major League Baseball and the Major League Baseball Players Association ~~(attached to this Ordinance and Agreement as Exhibit A)~~, regardless of whether that agreement is still in effect, in which case a day-night double header will be permitted; or,
- 3) Where one game of the double-header was originally scheduled for an earlier date but was postponed because of weather or other similar unexpected natural occurrences, or by death or serious personal injury to a fan or a player or management employee of the Cubs, all beyond the control of the Cubs, and is rescheduled for a date originally scheduled to be a Night Game, and the double-header begins before 4:10 p.m., or
- 4) If the Cubs and the City, by and through the City's Budget Director, mutually agree to the scheduling of a day-night or other double-header.
- 5) Day-night double-headers are permitted only as consistent with the provisions of this Subsection. The second game of the day-night double header must be scheduled to begin at or before 7:05 p.m. (or, if later, reasonably promptly after the end of the first game or of any delay due to weather or other similar unexpected natural occurrences, or by death or serious personal injury to a fan or a player or management employee of the Cubs, all beyond the control of the Cubs, as specified in Subsection E) and counts toward the limitation in Subsection A and in Section 4-156-430 of the Municipal Code of the City of Chicago.

E) Delays; Completion Of Games. Any baseball game at Wrigley Field, the beginning of which is delayed from its scheduled starting time because of weather or other similar unexpected natural occurrences, or by death or serious personal injury to a fan or a player or management employee of the Cubs, all beyond

the control of the Cubs, may be begun upon the conclusion of the delay. Once any baseball game at Wrigley Field has begun in accordance with this agreement, it may be completed without being subject to any restriction, except for those dealing with public safety, as to the time the game may be held.

F) ~~No Game Requests. The Cubs will request Major League Baseball to not schedule Cubs home games on the day of the Pride Parade and the days of Halsted Street Market Days, with emphasis and first choice being specified for no game on the day of Pride P-arade, provided if the City gives has provided notice to the Cubs when the Pride Parade will be held no later than June 30 of the preceding year preceding such events (e.g., June 30, 2004, for the 2005 events^ In the event the City does not provide such notice, the Cubs will request Major League Baseball not have regularly scheduled Cubs home games on the last Sunday fuW weeke nd in June and either the first or second weekend in August of each year. If the request of the Cubs is not honored, the Cubs agree to notify the Relevant Aldermen and the Budget Director and aldermen of the affected wards as soon as a draft schedule is made available (typically October of the previous year).~~

G) Game Times And The Community. The Cubs agree to attempt to schedule games at times consistent with this Ordinance and Agreement that minimize neighborhood traffic and parking disruption, provided however that nothing in this Subsection G will prevent the Cubs from scheduling games at any time not precluded by this Ordinance Agreement or section 4-156-430 of the Municipal Code.

H) Special Games And Other Events. Notwithstanding anything in this Agreement to the contrary, the following may be scheduled and held at Wrigley Field at any time without restriction as to the time when they may be held:

- 1) All-Star games and related All-Star Game activity,
- 2) Post-season or playoff-determinative baseball games,
- 3) regular season tie-breaker games,
- 4) any play-off, Divisional Championship, Conference Championship, or League Championship games,
- 5) World Series games,
- 6) any similar baseball games to (1)-(5) or activity related to subsections (H)(1)-(5). or
- 7) ~~any non-major league baseball games~~ Event or any baseball-related events, or any non-profit event expected to have less than approximately 12,500 40,000 in attendance.

(I) Beer And Other Alcoholic Beverage Sales. Subject to the limitations of this Subsection, beer and other alcoholic beverages may be sold in a lawful manner at all baseball

games or other Events events at Wrigley Field. No such sale in open public seating areas and related public concourses may be made after 9:20 p.m. At any Night Game, no such sales in the open public seating areas and related public concourses may be made after the end of the seventh inning. The sale of beer or alcohol in the open air public seating areas or related public concourses shall end:

- 1) at Events, no later than 11:00 p.m., and
- 2) at major league baseball games no later than 10:30 p.m., or the end of the 7thinning,

whichever occurs first.

(J) Events.

(1) Subject to subsection (J)(2), the Cubs may schedule Events at Wrigley Field in compliance with this Agreement and section 4-156-430 of the Municipal Code; however, non-sporting Events must end no later than 11:00 p.m.; provide that an Event may end no later than 2 a.m. when the Event is: (i) expected to have less than 500 people in attendance; and (ii) conducted within a totally enclosed area during the duration of the Event. Such Events shall not be counted for purposes of the limit of 43 night baseball games in a season.

2) The Cubs may schedule no more than 4 Events per year which: (i) take place between April 1 and September 30; (ii) are scheduled to take place between the hours of 8 p.m. and 8 a.m.; and (iii) are expected to have more than 12,500 people in attendance at Wrigley Field, subject to the following:

- a) The Cubs shall notify the City, in writing, of the proposed date and time of such Event;
- b) The Event shall be allowed at the date and time specified in the notice; provided that the Event shall not be scheduled for the last Sunday in June;
- c) No Event shall end later than 11:00 p.m.;
- d) Events may be held on any day of the week, including a Friday or Saturday night; and
- e) All neighborhood protection provisions set forth in Section 4 of this Agreement and all provisions imposing obligations and protections enumerated in Sections 4, 5(A) and (B), 6 and 7(A)(1) of the ordinance adopted by the City Council on March 13, 2013, and published at pages 48631-48638 of the Journal of Proceedings of the City Council of such date, or as amended thereafter, shall be complied with. All such provisions are hereby incorporated as if fully set forth, except to the extent there are any inconsistencies, then the provisions of this Agreement shall apply.

3) Any Event in excess of the four Events permitted by section (J)(2) which: (i) takes place between April 1 and September 30; (ii) is scheduled to take place between the hours of 8 p.m. and 8 a.m.; and (iii) is expected to have more than 12,500 people in attendance at Wrigley Field, shall be counted as a night baseball game for the purposes of the limit of 43 night baseball games in a season, and if too late in the year to reduce the number of night games in that year, shall be counted toward the permissible number of night games in the following year. Such Events shall be subject to the provisions of

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Section 4-156-430(B)(8Ka)-(d) of the Municipal Code, except to the extent there are any inconsistencies, then the provisions of this Agreement shall apply.

(J K) Further Agreements Authorized. The Budget Director ~~or his designee~~ is authorized and directed to negotiate and execute with the Cubs, from time to time, further agreements or amendments as are necessary and appropriate concerning services with respect to Wrigley Field, including neighborhood protection and improvement.

(K L) ~~No Impairment~~. Mutual Cooperation. The City and the Cubs mutually pledge to work together amicably and cooperatively in fulfilling the goals and the requirements of this Agreement. ~~Ordinance and further mutually pledge not to take any action to impair any of the rights and obligations under this Ordinance or this Agreement. No provisions of the Chicago Municipal Code or other ordinances which may provide for fines or other criminal or quasi-criminal sanctions for ordinance violations will apply to this Ordinance and Agreement.~~

SECTION 4. Annual And Continuing Cubs Responsibilities. To ensure the interests and concerns of the residential neighborhood that surrounds Wrigley Field are adequately protected, the following components for neighborhood protection and improvement shall be implemented:

A) Operation of Bike Corral. The Cubs will operate a bicycle parking "check room" at no charge from May 1 through the conclusion of each season (including post-season play) at or in an area close to Wrigley Field. The Cubs will ensure sufficient space is available for all bicycles desiring to park. The Cubs may perform other bicycle-related services for a fee.

B) Remote Parking. The Cubs will operate a one or more remote parking lots, with a combined minimum capacity of 1,000 vehicles for all Events expected to have more than 12,500 people in attendance. Night Games and weekend games, All-Star games, postseason games, and the Night Game of a split double-header, for the entire term of this Agreement, subject to the following:

1) There will be no The cost to consumers for remote parking in the 2004-2008 seasons will be a maximum of \$5 plus city, county and other applicable taxes. The tax imposed by chapter 4-236 shall not apply when the parking lots are used by the consumers pursuant to this subsection (B)(1) and there is no charge or fee imposed for the privilege of parking in the remote lot. In all other circumstances, the normal rules apply.

2) The cost to consumers for remote parking in the 2009-2015 seasons will be a maximum of \$6 plus city, county and other applicable taxes.

3) If fewer than 300 cars on average per Night Game and weekend game park in remote parking, then 100% of the revenue received from customers paying for remote parking, less taxes paid, will be contributed by the Cubs as an additional contribution to the CubFund (as described in Section 5 below).

4) If between 300 and 500 cars on average per Night Game and weekend game park in remote parking, then 75% of the revenue received from customers paying for remote parking, less taxes paid, will be contributed by the Cubs as an additional contribution to the CubFund (as described in Section 5 below) and the Cubs may retain 25% of the revenue from remote parking.

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~~(5) If between 501 and 1,000 cars on average per Night Game and weekend game park in remote parking, then 50% of the revenue received from customers paying for remote parking, less taxes paid, will be contributed by the Cubs as an additional contribution to the CubFund (as described in Section 5 below) and the Cubs may retain 50% of the revenue from remote parking.~~

~~(§-2) The remote parking Remote lot will be located outside of the area boundary of the LV-2 night sticker program as presently or in the future defined; provided that the Cubs will use reasonable efforts to locate the remote parking lots at a location outside of the LV-2 that is no more than five miles from Wrigley Field. Remote parking will take place in 2004, and may take place in subsequent years, at the parking lot of DeVry University on North Rockwell Street, west of Western Avenue and south of Addison Street ("DeVry") or other similar lot.~~

ocation with the City's concurrence.

(7- 3) Subject to approval from the owner of the remote parking lot, the The Cubs will install or perform in or near the remote parking lot at DeVry or similar location that may be used for this purpose as may be necessary, the following^

- a) at least two portable toilets,
- b) reasonable, appropriate security,
- c) reasonable, appropriate lighting enhancements, and
- d) necessary trash bin and litter pick-up at and immediately surrounding any remote lot(s).

~~(8) The City will help secure the use of the parking lot at DeVry at a cost to the Cubs reasonably consistent with that paid by the City for the 2003 season for the DeVry lot as reasonably adjusted.~~

(9 4) The Cubs will run shuttle bus service to and from remote lot(s) and Wrigley Field in such numbers and frequency to provide adequate service in a timely manner.

- ~~a) The City will help secure Chicago Transit Authority ("CTA") bus shuttle service to the remote lots at a cost reasonably consistent with that paid by the City for the 2003 season for the DeVry lot as reasonably adjusted, provided, nothing in this paragraph requires the Cubs to use the CTA for the shuttle bus service.~~
- ~~b) The Cubs will ensure service levels at least at the service levels maintained in the 2003 season for Night Games.~~
- ~~c) The Cubs shall maintain the service for at least two hours after weekend day games.~~

(40 5) The Cubs will offer employees and vendors discounted Chicago Transit Authority (CTA) passes, where offered by the CTA, in accordance with CTA

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~~programs. The Cubs will contract with WGN for use of WGN 6 studio lot on Bradley Place, west of Western Avenue, for all Night Game 6 and weekend baseball games and all other night events for parking for employees, vendors, and any contractor employees working at or around Wrigley Field.~~

- ~~a) Exit from this lot for the games and events covered by this Ordinance 6 shall be via Talman Avenue to Addison Street only.~~
- ~~b) The Cubs shall take appropriate action to insure use of the WGN studio lot by employees, vendors, and any contractor employees working at or around Wrigley Field.~~
- ~~c) Cars of employees, vendors, or contractor employees in the WGN lot do not count toward the benchmarks for remote parking specified in Sections 4(B)(3) through 4(B)(5), inclusive.~~
- ~~d) The Cubs will quantify and report in its annual report and as reasonably requested by~~

~~appropriate City officials on space usage at the WGN studio lot as well as its efforts to ensure employees, vendors and any contractor employees working at or around Wrigley Field are using the WGN studio lot.~~

~~e) The Cubs will offer employees and vendors discounted Chicago Transit Authority passes, where offered by the CTA, in accordance with Chicago Transit Authority programs.~~

(44 6) The Cubs and the City mutually agree to make reasonable efforts to promote and increase the use of remote parking.

(7) The City or the Cubs may request to review the success of, and operations at, the remote parking lots after the 2018 regular baseball season; provided that any amendments to this Agreement regarding remote parking shall only be effective upon mutual agreement of the parties.

(C) Public Transportation.

- 1) The Cubs will make reasonable space available to the CTA Chicago Transit Authority to install one automatic transit card sale machine adjacent to an ATM machine on the Wrigley Field concourse. The machine shall be in a secure area that is nevertheless accessible to the public. The Cubs agree to give reasonable access to the CTA Chicago Transit Authority at non-game times to inspect and service the automatic transit card sale machine.
- 2) The Cubs will make public transportation information available at Wrigley Field by public transportation booth and/or at customer service window.
- 3) The Cubs will accommodate the Chicago Transit Authority CTA for ballpark promotion day(s), consistent with other promotions.

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- (4) The Cubs will cooperate with the Chicago Transit Authority CTA and/or the Chicago Department of Transportation to conduct in-park transit and transportation surveys.

(D) Promotion. The Cubs will promote the Bike Corral, Remote Parking, and Public Transportation (including availability of transit cards and transit information at Wrigley Field), in appropriate amounts as determined by the Cubs (and agree to discuss its efforts with appropriate City officials if requested), but no less than the following:

- 1) at least one in-game announcement will be made: (i) during each Cubs-controlled television and radio broadcast; and (ii) after its construction, on the jumbotron sign located within Wrigley Field; and
- 2) detailed information (including, for example, maps or diagrams), conspicuously and easily found, will be available on the Cubs Web site or its successor; and
- 3) detailed information (including, for example, maps or diagrams) will be published in Cubs monthly publications such as programs and Vine Line monthly magazine or equivalent.

lents; and

- 4) information will be included in scorecards as space permits; and
- 5) detailed information (including, for example, maps or diagrams) will be provided in season ticket packages; and
- 6) information, as space permits, will be included in individual ticket sales by/through the Cubs; and
- 7) the Cubs will print brochures to be made available for hotels and other visitor venues publicizing the Cubs or Wrigley Field that will include information on public transportation, the bike corral and remote parking, and contain maps or diagrams; and
- 8) notwithstanding the foregoing or anything in this Agreement to the contrary, the Cubs may promote any of the neighborhood protection services set forth in this Ordinance and Agreement in additional amounts in their discretion, provided, however the obligations set forth in Sections 4(D)(1) through 4(D)(7), inclusive, are the exclusive requirements of the Cubs under this Ordinance and Agreement with regard to promotion.

(E) LV-2 Sticker Program.

- (1) The Cubs will assume the cost of, and/or responsibilities for, printing night game stickers and visitor placards including holograms consistent with operation and cost (e.g., number and design of stickers and placards) of that program in 2003. The Cubs shall determine printing options and may do so in a cost effective manner in their discretion.

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- (2) Stickers and visitor placards with holograms shall be made in such a manner that they are not easily reproduced using every reasonable effort to minimize cost.
- (3) Future placard or sticker programs may be conducted in a manner mutually agreed upon between the Cubs and the City in consultation with the Aldermen and taking into account the views of the neighborhood.

Litter And Trash. The Cubs will:

- 1) continue to make in-the park in-park announcements (e.g. throw-away trash in bins before leaving the park and throw trash only in bins outside of the park); and
- 2) continue to provide trash drums and personnel stationed at exits to stop people from bringing non-souvenir cups, wrappers, and other trash from Wrigley Field by asking people to deposit trash in bins before exiting the park; and
- 3) continue to post signs reminding people to throw-away trash in bins before exiting the park and throw-away trash only in bins outside of the park; and

- 4) continue to keep property in area bounded by Clark Street, Addison Street, Sheffield Avenue, and Waveland Avenue generally clean on all game days and non-game days; and
- 5) empty garbage bins and clean area (including picking up trash) as needed during, and up to two hours before and after, all games including the trash bins on opposite sides of the streets identified in Section 4(F)(4); and
- 6) undertake litter and trash pick-up, including hand-work, sweeping, trash baskets emptying, in the following areas:
 - a) the area bounded by Racine Avenue, Grace Street, Wilton Avenue, and Cornelia Avenue after Night Games, and
 - b) Kenmore Avenue adjacent to Challenger Park and Kelly Park and Seminary Avenue adjacent to Kelly Park after Night Games, and
 - c) all Cub (or affiliate)-owned or -operated Wrigley Field parking lots on all game days including those remote lots operated pursuant to Section 4(B) of this Ordinance Agreement on the days the Cubs (or affiliate) operate those lots; and
- 7) Reserved, purchase up to 100 new trash cans for placement in the area specified in the map described in Section 4(F)(8)(a) below.
- 8) empty all public or Cubs-owned or placed trash bins

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- a) at corners or locations in the area bounded by Halsted Street, Montrose Avenue, Damen Avenue, and Belmont Avenue as specified in the map attached to this Ordinance Agreement as Exhibit B, provided however that corners or locations, and numbers of corners or locations, of trash bins as well as the area boundaries may be reviewed and altered by agreement of the Cubs and the appropriate City officials with the concurrence of the Aldermen.
 - b) after all day and weekend games,
 - i) either the evening of, or the morning following, any Friday, Saturday and Sunday Night Games except for the hours of 11:00 p.m. to 9⁰ 6:00 a.m., and
 - ii) the afternoon or evening of all day games, but in any event no less than three hours after any covered game, unless excepted by the time limitations in this subparagraph, and
 - c) at least once per weekend on non-game weekends between April 1 and October 1.
- (9) power wash the sidewalks immediately adjacent to Wrigley Field (north side of Addison Street, west side of Sheffield Avenue, south side of Waveland Avenue, east side of Clark Street) at least once per home stand, and at the sidewalks immediately adjacent to all Wrigley Field parking lots owned by the Cubs or its affiliates regularly as needed.

(G) Other Quality Of Life Issues.

- 1) Upon request by the Chicago Police Department, the The Cubs will provide ~~command-center facilities and~~ a hot-line at least two hours before and two hours after all games unless the Cubs and the City mutually agree to a different time period.
- 2) The Cubs will publicize the hot-line number on Cubs' information distributed to the community.
- 3) The Cubs will continue an e-Mail alert system that will include sending notice of any meetings held pursuant to this Agreement ~~Ordinance~~, and will explore making the same or similar distribution available to all residents of the LV-2 area and publicizing the system on information distributed to the community by the Cubs.
- 4) The Cubs staff will continue to monitor crowds after games (post-game neighborhood watch).
- 5) The Cubs will operate portable toilets in or near all Cub-owned or operated parking lots.

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- (6) The Cubs will allow access to bleacher bathrooms for one hour after the end of all games unless other, comparable restroom facilities are available to the public at similar times. The Cubs will provide such information and in such manner (or similar, in the discretion of the Cubs) as provided during the 2003 regular season (sandwich boards).

Community Relations.

- 1) The Cubs will maintain a Community Liaison (Cubs staff person) to work with the community.
- 2) The Cubs will participate in the meetings described in this ~~Ordinance~~ Agreement and will make a good faith effort to participate to the extent practicable in any other meetings or working groups that the City may establish and invite the Cubs to participate in.
- 3) The Cubs will host at least one Wrigley Field Advisory Meeting as established in Section 9 of this ~~Ordinance~~ Agreement, per calendar year. Nothing in this paragraph shall be construed to prohibit or in any way limit the ability of the Cubs, in its discretion, to host other, or participate in any, Wrigley Field Advisory Meetings or Traffic Operations Control meetings established in Section 9.
- 4) The Cubs will meet with the Aldermen as mutually agreed, at least once and up to four times per year unless the Aldermen agree to less in that calendar year. ~~At one of those meetings, the Cub6 shall have the opportunity to present views on the use of the CubFund moneys as established and operated in Section 5 of this Ordinance.~~
- 5) The Cubs will allow residents of the immediate neighborhood to park in Cubs-owned Green and Blue Jots L-et, which is are located just west of Seminary Avenue, between Waveland Avenue and the north side of Grace Street, during non-game days, subject to reasonable standard operating procedures, and for so long as the Cubs or an affiliate own that the parking lots let

- 6) The Cubs will make an annual report on activities for neighborhood protection and improvement and provide its input on potential uses of the CubFund established and operated in Section 5 of this Ordinance at the Wrigley Field Advisory Meeting called for in this Ordinance that is hosted by the Cubs. Included in the report shall be an evaluation on the number of cars which utilized the remote lots during the time period, a summary of the activities undertaken by the Cubs to promote the remote parking, the number of CTA passes issued to Cubs employees, and either (i) a copy of the lease for any remote parking lot used to satisfied the requirement of this Agreement; or (ii) an affidavit signed by an authorized officer of the Cubs which attests to the compliance with the remote parking provisions, including the location of any remote parking lot.
- 7) The Cubs will make an annual written report detailing its actions in the past year, and its future plans in the upcoming year, to meet its

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obligations under this Ordinance Agreement and any subsequent agreements.

- a) This report shall be made available for distribution on the Cubs Web site, or its successor or equivalent, or made available to the City for display on the City's Web site for no less than one year; and
- b) The Cubs will provide a written and an electronic (in a mutually-agreed format) copy of this report to the Budget Director, the Chicago Department of Transportation, and the City Clerk of the City of Chicago ~~no later than September 15 in calendar year 2005, af»d no later than December 1, or by agreement of the Cubs and the Budget Director in all other years this Agreement is in effect.~~

(8) For Events which are expected to have more than 12,500 people in attendance, the Cubs will enter into a contract with a licensed security guard service company to provide no less than ten security personnel to patrol the community within one mile of Wrigley Field for no less than two hours after the completion of a baseball game or Event, except that after the completion of a baseball game played or Event held on a Friday or Saturday, for no less than three hours. No later than 24 hours prior to the commencement of any baseball game or Event, the Cubs will provide to the local Police Commander a plan which details the number and location of the security personnel to be used for that game or Event; provided that, if requested by the local Police Commander, the Cubs will deploy the security personnel at locations requested by the Police Commander.

(8 9) The City may

- a) request reasonable documentation or follow-up information to clarify and confirm any matter in any Cubs report or to insure compliance with this Agreement Ordinance; and
- b) monitor Cubs compliance with this Ordinance Agreement and maintain enforcement authority under the mechanism provided in Section 6 of this Ordinance Agreement and through the meetings provided in this Ordinance Agreement.

(I) One-Time Cubs Payments. Construction of Improvements at Wrigley Field.

The Cubs agree to commence the construction of the improvements within Sub-Area A contemplated in the Entertainment and Spectator Sports Planned Development Number 958, as amended, no later than 3 years after the date of the execution of this Agreement. In the event that the Cubs fail to commence such construction, no more than 30 Night Games shall be permitted to be played at Wrigley Field during any one regular baseball season thereafter. The reduction in the number of Night Games provided in this Section (I) shall be the sole remedy for any breach of this Section.

The City recognizes that the commencement of the construction of the improvements require authorization being granted by the City, and that the Cubs are relying on passage of the following ordinances:

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- 1) Ordinance No. 02013-8220. Amendments to Planned Development 958, introduced on Oct. 16. 2013:
- 2) Ordinance No. 02013-8247. Vacation of portions of Waveland Ave, introduced on Oct. 16, 2013:
- 3) Ordinance No. 2013-8261, Exemptions regarding signage, introduced on Oct. 16. 2013:
- 4) Ordinance No. 02013-7858, Amending Section 4-156-430. Regulating Night Games, introduced on Oct. 16, 2013:
- 5) Matters related to Wrigley Field approved by the Commission on Chicago Landmarks at its meetings on June 27, July 11 and November 7, 2013, including approval of a videoboard and a right field sign; and
- 6) An ordinance, mutually agreed upon by the parties, regulating liquor and Events on the plaza adjacent to Wrigley Field; provided that this provision shall not apply if the sale of liquor and the conducting of Events on the adjacent plaza is occurring pursuant to other applicable provisions of the Municipal Code.
- (4) ~~The Cubs will contribute up to \$100,000 to fund an engineering study of building a potential permanent Addison Street entrance ramp onto Lake Shore Drive in calendar year 2005.~~
- {2-} ~~The Cubs will fund the purchase of three variable message boards (approximately \$48,000) in calendar year 2004. These message boards will be used during night and weekend Cubs games to promote the use of, and direct people to, the remote parking lot. During day games on which there is no remote parking, they will be used for traffic operations related to Wrigley Field as needed.~~

(J) Potential Method of Cubs Compliance. The Cubs may meet any of its obligations to perform services under this Ordinance Agreement (e.g., remote parking, trash bin pick-up, LV-2 sticker printing, security personnel pursuant to Section 4(H)(8), etc.) by contracting with a third party or with the City for such services and, thereafter, by enforcing such rights with the contractor or assigning enforcement rights to the City.

(K) No Cubs Obligations. The Cubs will have no financial responsibility for continued operation of the Wrigley Field traffic meetings described in this Ordinance Agreement that are hosted by the Chicago Department of Transportation, the operation of the Addison Gate for south-bound Lake Shore Drive, the use of

traffic control or other on-duty police personnel except as provided by general ordinance, LV-2 pamphlet and distribution of stickers and related material, and all other City services not enumerated in this Agreement, except as provided by ordinance of general applicability.

SECTION 5. CubFund (For Unanticipated Expenses).

(A) CubFund Payments.

(4) Subject to Sections 5(A)(2) and 5(A)(3), the Cubs will pay \$500,000.00

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per year for each calendar year from 2014 through and including 2018 and \$250,000.00 per year for each calendar year from 2019 through and including 2023 the following amounts to the City \$83,334 per year as adjusted in Section 5(A)(3) during the term of this Ordinance and Agreement for unanticipated expenses related to the impact of Cubs baseball games on the area that surrounds Wrigley Field. These contributions will be known as the CubFund and are to be used for the projects listed on Exhibit A, attached hereto, and hereinafter referred to as "CubFund Projects"; provided that if the amount of funds in the CubFund is insufficient to fund all of the CubFund Projects listed on Exhibit A, the Cubs shall not be liable for any additional payments to cover the CubFund Projects.

2) CubFund payments shall be paid annually to the City in equal amounts of \$83,334 no later than January 31 of each calendar year. Any other payments required to be made by the Cubs pursuant to this Ordinance and Agreement, including any payments due pursuant to Sections 4 (B)(3) through 4(B)(5) inclusive, shall be made no later than January 31 of each calendar year.

3) The \$83,334 annual CubFund payment shall be adjusted each year to reflect the annual change (v6. the previous year's payment, viz. To keep the amount paid approximately equal in value to \$83,334 in 2004 dollars) in the greater of the United States Gross Domestic Product, or the United States Consumer Price Index as published for the full calendar year by the United States Government.

B) Limitation On CubFund Uses.

- 1) The CubFund shall be used exclusively for CubFund Projects. The CubFund Projects shall be completed on the schedule set forth in Exhibit A. Any funds unused or unencumbered in any year shall be applied to other projects listed on the Exhibit, in furtherance of neighborhood protection, infrastructure, and improvement for matters related to Cubs baseball games and other events at Wrigley Field.
- 2) The CubFund shall be used exclusively within the area bounded by the North Branch of the Chicago River, Diversey Parkway and Avenue, Lake Michigan, Buena Avenue, Clark Street from Buena Avenue to Montrose Avenue and adjacent blocks, and at or around any remote parking lots.

C) CubFunds Segregation And Annual Appropriation.

- 1) CubFund moneys shall be segregated from other funds belonging to or administered by, the City, but otherwise shall be administered as a grant according to the system of funds and accounts generally employed by the City Comptroller and in accordance with Section 5(D).

- 2) All funds contributed by the Cubs to the CubFund shall become City property and will remain cumulatively in the CubFund until expended. Resources from the CubFund will be annually appropriated and expended in a general spending plan that is consistent with this Section 5. The expenditures will be determined jointly by the relevant Aldermen and the City Budget Director in furtherance of neighborhood protection and improvement for matters related to Cub6 baseball games and other events at Wrigley Field, taking into account the counsel given at the

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Wrigley Field Advisory Meetings established by this Ordinance as well as the input of the Cubs, in an ordinance presented to, and approved by, the City Council of the City of Chicago.

- {3) All funds contributed by the Cubs to the CubFund shall become City property and will remain cumulatively in the CubFund until expended.

(D) Identification Of Cub Fund.

- (4) The City shall use its best efforts to ensure that expenditures of CubFunds are made in a manner that appropriately identifies the Cubs as the source of those funds and the identification of the specific alderman(men) involved in the expenditure.
- {2-) In all cases possible, CubFund dispersals will include a letter, or equivalent, from the Cubs stating the funds for the contract, project, or activity are from the CubFund that is funded by the Cubs and are expended on the recommendation of specifically identified alderman(men) and containing any other terms concerning baseball and neighborhood protection that the Cubs may reasonably desire. An inadvertent omission of this letter shall not constitute a breach of this Ordinance and Agreement.
- {3) In all cases possible, the City will not disburse any CubFunds without notifying the Cubs and the Aldermen of any CubFund dispersals prior to the award of any contract, project or activity and prior to any first payments for any such contract, project or activity. Notice shall be made in sufficient time that both the Aldermen and the Cubs may, at their discretion, arrange for a meeting for the Cubs and/or the Aldermen to be present at any signing, starting of any CubFund contract, project, or activity, or any presentation of first payment for such. An inadvertent omission of this notice shall not constitute a breach of this Ordinance and Agreement.
- (4) The City will request, by contract where feasible, any recipient of CubFund6 to attend a meeting with the president of the Cubs or his/her designee and with the relevant Alderman(men) prior to the receipt of any CubFunds.

SECTION 6. Enforcement.

(A) General Cooperation. The Cubs and the City agree to make all reasonable efforts to resolve any disputes in a cooperative and expeditious manner and may arrange whatever meetings or other interaction they may mutually agree upon to fulfill this general goal of mutual cooperation.

- (1) The City will monitor complaint(s) to the City's "311" hotline and the Wrigley Field "hotline" ~~covered under Section 5(G)(1) of this Ordinance and Agreement~~ regarding issues related to Night Games and matters covered by this Ordinance and Agreement. The City will refer matters that are the responsibility of the Cubs to the Cubs for review and action. The

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parties will meet at least twice each year to review and address increases, if any, or changes in the volume or nature of such complaints and the Cubs' response.

(B) Dispute Resolution Mechanism. If either the City or the Cubs believes the other party is not meeting the requirements of this Ordinance and Agreement, the parties will employ the following dispute resolution mechanism:

- 1) Either party may request a meeting to address the issues. In the event of such a request, the parties shall meet within 10 working days (unless otherwise agreed), at which any Relevant Alderman(men) of appropriate City official(s) or Cubs official(s) may participate.
- 2) If, after such a meeting specified in Section 6(B)(1), the issues are still unresolved, the City or the Cubs may issue a written notice or letter specifically detailing the alleged non-compliance. The letter may request formal discussions or meetings, which must commence within five working days after receipt unless otherwise agreed, at which any Relevant Alderman(men) or appropriate City official(s) or Cubs official(s) may participate.
- 3) Absent circumstances that, in either party's reasonable judgment, render mediation of a material dispute between the parties pertain to this Agreement inappropriate, if, after such a meeting specified in Section 6(B)(2), the parties have not resolved the dispute, before bringing a legal action in a court of competent jurisdiction, the parties agree to engage in non-binding mediation before a mediator mutually agreed to by the parties in writing in order to attempt to resolve such dispute without such litigation. Each party shall pay one-half of the costs of such mediation. If the parties cannot agree upon a mediator, each party shall select a mediator, and such two mediators shall mutually agree in writing upon a third mediator who shall mediate the dispute, ~~then any and all disputes between the parties arising out of, relating to, or concerning this Ordinance and Agreement, and whether arising during or after termination of this Ordinance and Agreement, may be submitted to the decision of a board of arbitration composed of three arbitrators meeting in Chicago, Illinois. If either party requests arbitration, and notifies the other party no later than twenty working days after filing of any court complaint pursuant to Section 6(B)(5), the dispute must be submitted to arbitration. The arbitration will be final and binding on the parties and will proceed as follows: either party may~~

(4) The parties further acknowledge and agree that the mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of mediation by any of the parties or their agents shall be confidential and inadmissible in any other legal proceeding involving the parties; provided however, evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

5) If the dispute has not been resolved by non-binding mediation as provided herein within 90 days of the initiation of such procedure, this Agreement does not preclude either party from initiating litigation in a court of competent jurisdiction.

6) The parties further agree that any settlement agreement entered into as a result of non-binding mediation may be enforced in a court of competent jurisdiction.

(a) ~~Submission to Arbitration: A notice requesting arbitration, or any other notice made in connection therewith, will be sent in writing to the other party.~~

(t) ~~Notice requesting arbitration will state in particulars all issues to be resolved in the view of the requesting party and will appoint the arbitrator selected by the requesting party.~~

(W) ~~Within five business days after receipt of such notice, the respondent will notify the requesting party of any additional issues to be resolved in the arbitration and of the name of its appointed arbitrator.~~

(b) ~~Arbitration Panel: Unless otherwise agreed by the Cub6 and the City, the arbitration shall be conducted by a panel of three arbitrators selected by the parties in the following manner:~~

(i) ~~the Cubs 6 shall choose an arbitrator who is a person who is not a current or former employee of the Cubs or of the Tribune Company or any affiliated company of either, or an immediate relative or first cousin of any such person, or a current or former employee of Major League Baseball or any Chicago area sports franchise, or any affiliated company or an immediate relative or first cousin, or any entity in which the individual has an interest of any such person, or a person who is doing business with the Cub6, the Tribune Corporation, Major League Baseball or any Chicago area sports franchise, or any affiliated company or relative of any such person if the individual or immediate relative or first cousin, or any entity in which the individual has an interest, receives any compensation or non-aid monetary benefit related to, or from, those entities;~~

{«) ~~the City will appoint an arbitrator who is not a current or former employee of the City or an immediate relative or first cousin of any such person and is not a resident of, or doing business with the City or in the area defined in Section 10(B). For purposes of this Section, an individual is deemed to be doing business with the City or in the area defined in Section 10(B) if the individual or an immediate relative or first cousin, or any entity in which the individual has an interest, receives any compensation or non-aid monetary benefit from the City or from any individual,~~

~~company or entity related to activity conducted in the area defined in Section 10(B), and has not been appointed to office or position by the City or its employees;~~

- p) ~~for purposes of this section, "former employee" or a person who "has not been appointed to office or position by the City or its employees" means a person who was employed or who served under an appointment by the specified entity within the last twelve years;~~
- iv) ~~the two arbitrators will appoint an umpire, who will be a person distinguished for his or her service to metropolitan Chicago meeting the criteria for both the Cubs arbitrator and the City's arbitrator. If the two arbitrators fail to agree on the appointment of the umpire, each of the arbitrators will nominate three individuals meeting the umpire's criteria. Each arbitrator will then decline two of the nominations presented by the other arbitrator. The umpire will then be chosen from the remaining two nominations by random drawing.~~
- v) ~~The parties may mutually agree to waive any qualification requirement of an arbitrator set forth in clauses (i), (ii) and~~

~~(c)~~Decision of the Arbitration:

- (t) ~~Each arbitrator will act in a non partisan manner, and will render his or her judgment based solely on an independent analysis of the merits of the dispute. The arbitrators will not be obliged to follow judicial formalities or the rules of evidence. Rather, the arbitrators will render a written decision with regard to the terms of the relevant Section(s) of this Agreement and the Ordinance, as well as the original intentions of the parties to the extent reasonably ascertainable.~~
- (ii) ~~It is the intent of the parties that their relationship be construed not as a strictly legal undertaking but in the context of the determination to best serve the interests of the City, the neighborhood, and the Cub6.~~
- (iii) ~~The written decision rendered by a majority of the arbitrators will be final and binding. All expenses of the arbitration will be equally divided between the parties.~~
- {d) ~~The arbitration panel may, by majority vote, grant any remedy or relief that it deems just and suitable, including, but not limited to:~~
 - (i) ~~an award requiring a party to meet its obligations under this Ordinance and Agreement,~~

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- (ii) ~~reimbursement and/or damages for a party's failure to meet its obligations under this agreement,~~
- (iii) ~~additional or reduced contributions to the Cub Fund,~~
- (iv) ~~adjustments to the obligations of the Cubs and/or the City,~~
- (v) ~~in extreme cases, the loss or suspension of a number of~~

permissible night games, and/or

(vt) ~~any combination of these remedies.~~

- e) ~~The arbitration panel will adhere to the following schedule unless the parties otherwise agree or if the arbitrators determine in their discretion a different schedule is in the interest of the parties, the arbitration, or the arbitration decision:~~
- ~~(i) the complaining party will file its complaint within 10 business days after its receipt of the notice in Section 6(B)(3)(a)(ii);~~
 - ~~ii) the responding party will have 10 business days after receipt to respond;~~
 - ~~iii) the complaining party will have seven business days after receipt to reply;~~
 - ~~iv) a hearing will be held within 15 business days of the date the reply brief is received by the arbitrators and the responding party, unless a sur-reply is allowed by the arbitrators, in which case a hearing will be held within 15 business days of the date a sur-reply is received by the arbitrators and the complaining party; and~~
 - ~~v) a written decision by majority decision will be rendered within 15 business days thereafter unless the arbitrators determine they need an additional 15 business days or more in extreme cases because of unexpected complexity or other unexpected reasons. A disagreeing arbitrator may issue a written dissent, but this shall not be cause for delaying the written decision of the majority beyond the time set for its decision.~~
- f) ~~In the event either party challenges the arbitration decision in a court proceeding, the parties agree to abide by the decision of the arbitrator while those proceedings are pending.~~
- g) ~~Any arbitration under this provision shall be governed by the Illinois Uniform Arbitration Act.~~

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~~(5) If arbitration is not chosen by either party, then either party may file suit in a federal or state court in Chicago, Illinois, to enforce the agreement by declaratory judgment or injunction or mandamus or by any combination. In case of such suit, either party may request and, upon order of court shall receive, declaratory judgment, injunction, reimbursement and/or damages for failure to meet its obligations under this Agreement, additional or reduced contributions to the Cub Funds, adjustments to the obligations of the Cubs and/or City, and, in extreme cases, the loss or suspension of a number of permissible Night Games, or any combination of these remedies.~~

(C) Dispute Resolution Mechanism - Emptying Of Trash Cans.

- 1) If the City believes the Cubs have not met the requirements of Section 4(F)(8) of this Ordinance and Agreement (empty all public or Cubs-owned or placed trash bins), the City will notify the Cubs and the Cubs shall perform as required by Section 4(F)(8)

within 24 hours.

- 2) If the Cubs have not performed as required by Section 4(F)(8) within 24 hours of receiving notice, then the City may perform the services required by Section 4(F)(8) and the Cubs shall reimburse the City for the cost incurred by the City of performing those obligations.
- 3) Any dispute as to whether the Cubs have performed their obligations shall be resolved pursuant submitted to binding arbitration pursuant to Section 6(B).
- (4) If the Cubs enter into a contract with any third party for any requirement of Section 4(F)(8), the Cubs shall cause this provision to be placed in that contract as a contractual obligation of the third party.
- (5)

(D) Violations of Applicable Municipal Code Sections.

A dispute subject to this Section 6 shall not include any violation of an applicable Municipal Code section. Violations of applicable Municipal Code provisions shall be subject to the applicable fines, penalties and all other remedies available to the City.

SECTION 7. Term, Extension Of Term, And Termination. ~~As specified in Section 8 of this Ordinance, Sections 3 through 8 and 10-11 of this Ordinance, inclusive, constitute a contractual agreement.~~

(A) Original Length Of Term.

- 1) ~~The contractual agreement~~ This Agreement shall be effective after passage and approval ~~when approved by the City Council of the City of Chicago, and signed by the Mayor of the City of Chicago and signed by the Cubs and delivered to the City Clerk of the City of Chicago and the Department of Law of the City of Chicago.~~
- 2) The parties shall sign 3 duplicate originals, one to be kept permanently by the City Clerk of the City of Chicago, one to be kept by the Department of Law of the City of Chicago, and one to be kept by the Cubs.

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- (3) ~~The contractual agreement~~ This Agreement shall expire December 31, 2024 2045.

B) Automatic Yearly Extension. After December 31, 2024 2045, the ~~contractual agreement~~ this Agreement shall renew automatically for one-year terms on the same terms set forth herein, ~~provided that, (1) unless mutually modified by agreement of the Cubs and the City through the Budget Director, in consultation with relevant elected city officials the Relevant Aldermen, and provided however~~

(2-) ~~any monetary contribution by the Cubs required under this Ordinance and Agreement, including Cub Fund contributions set forth in Section 5 and the remote parking charges to customers allowed by Section 4(B)(1), shall be adjusted each year to reflect the annual change (vs. the previous year's payment) in the greater of the United States Gross Domestic Product, or the United States Consumer Price Index as published for the full calendar year by the United States Government.~~

C) Termination. After 2045-December 31, 2024, ~~the contractual agreement~~ this Agreement may be terminated by either party at any time by giving the other party written notice of termination. Written termination for the City shall be given by the Budget Director.

- 1) Termination will be effective on December 31 of the calendar year following the calendar year in which notice is given.
- 2) The party giving the notice of termination may withdraw the notice at any time prior to termination, provided, however, that if the City withdraws its notice of termination after November 15 in the year of termination, and the Cubs, after good-faith effort, are unable to schedule the ~~12 additional night games~~ Night Games otherwise allowed by this ~~contractual agreement~~ Agreement and ~~section 4-156-430 of the Municipal Code of Chicago~~, the Cubs shall have none of the obligations of ~~that contractual agreement~~ in that following calendar year unless mutually agreed between the City and the Cubs.

D) **Change in Major League Baseball Contract.**

If, at any time prior to the termination of this Agreement, Major League Baseball modifies its national television broadcast agreement, or makes any other changes or amendments to its rules or regulations, which impacts the Cubs' ability to play at Wrigley Field, the Cubs and the City agree to meet to mutually discuss the impact of such changes.

SECTION 8. Amendments and Limitations. ~~Specified Ordinance Sections Constitute A Contract~~

(A) No Liability for Incidental or Consequential Damages. For no reason and under no theory shall either party be liable for incidental or consequential damages, including without limitation lost profits. ~~Sections That Constitute A Contract. Sections 3 through 8 and 10-11, inclusive, of this Ordinance constitute a contractual agreement between the City and the Cubs that shall take effect in accordance with the provisions of Section 7(A)(1) of this Ordinance and Agreement.~~

(B) No Limitation On City Structure Or Assignments. Nothing in this Ordinance and Agreement in any way limits the City, or provides a basis for any liability by or for the Cubs,

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as to how the City may arrange or structure its departments or municipal organization or as to how or to whom the City, the Mayor of the City of Chicago, or any appropriate municipal official may assign work, including tasks specified in this Ordinance Agreement. The Mayor and City Departments are authorized by this Ordinance Agreement to create ad hoc working groups to fulfill the purposes, rights, responsibilities, and duties of this Agreement Ordinance, provided, however that no ad hoc working group shall continue for more than approximately one year without being renewed.

C) Rights and Interests. Nothing in this Ordinance and Agreement or in ~~Section 4-156-430 of the Municipal Code of the City of Chicago~~ creates any rights or any legal interests of any kind in any person, group, organization, association, firm, corporation, or other entity except for the Cubs and the City, exclusively. The rights, responsibilities and requirements of this ~~contractual agreement~~ Agreement shall transfer to any subsequent owner(s) or successor corporation(s), organization(s), or any entity or person whatsoever, of the Cubs.

D) Amendments And Alterations. Nothing in this Ordinance and Agreement or in ~~Section 4-156-4~~

~~30 of the Municipal Code of the City of Chicago shall be construed to prevent the Cubs and the City, by and through the Mayor of the City of Chicago, or his successor or his designee(s) or the Budget Director, with the consultation of appropriate City officials the Relevant Aldermen, and taking into account the comments of the community, from mutually agreeing to amend this Agreement or alter Sections 3 through 8, inclusive and Sections 10 and 11 (as well as changes that may thereby become necessary to Section 4-156-430 of the Municipal Code of the City of Chicago) of this Ordinance at any time while they are in effect; subject, as may be required, to approval by the City Council of the City of Chicago.~~

(E) The Budget Director, under the direction and supervision of the Mayor, shall exercise all assignments, authority, duties, functions, requirements, and responsibilities under this Agreement, provided however, that the Mayor is authorized to assign, transfer, designate, or delegate any authority, duty, or responsibility under this Agreement to any appropriate municipal official or employee under his direction and supervision.

SECTION 9. City Government and the Community. To ensure the interests and concerns of neighborhood protection in the area that surrounds Wrigley Field as defined in Section 10 of this Ordinance are adequately protected and addressed, the City will undertake the following steps:

(A) New And Continuing City Activities. City agencies and departments will, to the extent practicable and consistent with, and subject to, budgetary, personnel, and equipment resources and availability, undertake concrete and continuing activities to ensure the quality of life for, and provide neighborhood protection for, and improvement to, the area that surrounds Wrigley Field in conjunction with issues arising out of baseball games and any other activities at Wrigley Field:

- (1) The Chicago Police Department will
 - a) continue to provide traffic control services, unless traffic control services are provided by other appropriate departments; and
 - b) in cooperation with the Departments of Finance Revenue and Streets and Sanitation

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monitor and enforce City regulations for licensed and unlicensed parking lots as well as traffic to and from those lots, and

- ii) in cooperation with the Department of Streets and Sanitation only, operate the temporary entrance gate on Addison Street to southbound Lake Shore Drive at least for all day games, and
- iii) provide parking enforcement (ticketing and towing) for all games, and
- c) coordinate with neighborhood liquor license holders, other businesses, and private clubs to ensure and protect public safety and quality of life, including meeting with ad hoc working groups of those holders, businesses and clubs to create and administer any voluntary

agreements or standards, and

- d) develop and implement a new, pilot cross-district targeted enforcement strategy to respond to quality-of-life violations in the area that surrounds Wrigley Field as specified by the Chicago Police Department that may be continued and modified or expanded if effective, and
- e) subject to availability of personnel, provide no less than ten additional uniformed police officers within one mile of Wrigley Field for no less than two hours after the completion of a baseball game or Event, except that after the completion of any baseball game played or Event held on a Friday or Saturday, for no less than three hours; provided that the number of additional police officers may be reduced when, in the determination of the Superintendent of Police, circumstances exist which require the deployment of the police officers elsewhere.

(2) The Department of ~~Revenue~~ Finance will

- a) in cooperation with the Chicago Police Department and the Department of Streets and Sanitation
 - i) provide parking enforcement (ticketing and towing) for all games, and
 - ii) monitor and enforce City regulations for licensed and unlicensed parking lots as well as traffic to and from those lots, and
- b) in cooperation with the City Clerk of the City of Chicago administer and fund the Zone 383 Resident Parking Permit program (other than the printing costs of the LV-2 Night Game Parking permit program) as well as work with the ~~Relevant Aldermen~~, Aldermen

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of the affected wards, the Cubs, and the community to improve those programs.

The Department of Streets and Sanitation will

- (a) in cooperation with the Chicago Police Department and the Department of ~~Revenue~~ Finance
 - i) in cooperation with the Chicago Police Department only, operate the temporary entrance gate on Addison Street to southbound Lake Shore Drive at least for all day games, and
 - ii) provide parking enforcement (ticketing and towing) for all games, and
 - iii) monitor and enforce City regulations for licensed and unlicensed parking lots as well as traffic to and from those lots, and
- (b) continue to provide
 - i) street cleaning and
 - ii) trash pick-up for public and Cubs-owned or placed trash cans in the public ways, including additional trash cans to augment those extra cans already added during the season for key locations in the area defined in Section 4F and in Exhibit B.

The City Clerk of the City of Chicago will

(a) in cooperation with the Department of Revenue Finance

administer and fund the Zone 383 Resident Parking Permit program and administer the LV-2 Night Game Parking permit program other than for printing permits, which will be done pursuant to Section 4E of this Agreement Ordinance, as well as work with the Relevant Aldermen aldermen of affected wards, the Cubs, and receive input from the community to improve those programs.

The enumeration in this subparagraph is not intended to be exhaustive either to the departments or the activities involved or in any way limit the discretion of those departments in their operations. As a result of experience garnered by the community, as well as the Cubs, and the City, the Relevant Aldermen, and City departments or agencies in providing neighborhood protection and improvement and as a result of the meetings provided in this Ordinance Agreement, additions or amendments may be made to the neighborhood protection and improvement activities made by the City and its departments pursuant to this Agreement Ordinance.

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(B) Wrigley Field Advisory Meetings. Wrigley Field Advisory Meetings will be held to report on, review, and address, past, present, and potential activities concerning the Cubs' and the City's activities for neighborhood protection and improvement related to baseball games and any other Event events at Wrigley Field; to recommend possible changes; to obtain counsel on the expenditure of the Cub Fund established in Section 5 of this Ordinance; and to ensure regular neighborhood review of, and comment on, those activities:

- 1) The City Budget Director and the relevant Aldermen city officials shall convene and co-chair a Wrigley Field Advisory Meeting at least once per year after the conclusion of each baseball season for the purposes listed in this Subsection (B).
 - a) Wrigley Field Advisory Meetings shall be open to the public, who are invited to fully participate in the meeting, consistent with the purposes and agenda of the meeting.
 - b) Representatives of community, neighborhood, and business organizations and of the Cubs will be invited to attend, to make such presentations and to fully participate in the meeting, as consistent with the purposes and agenda of the meeting.
 - c) This Wrigley Field Advisory Meeting may be held concurrently with the Wrigley Field Advisory Meeting to be hosted by the Cubs as specified in Section 4(H)(3) of this Ordinance.
- 2) A Wrigley Field Advisory Meeting shall be held at or around the middle of the 2004 baseball regular season to review the neighborhood protections and to recommend modifications consistent with the contract and City resources. The City's Budget Director may, with the consultation of the relevant Aldermen city officials, including Aldermen of the affected wards,, convene similar meetings at any point in subsequent years as may, in the judgment of the City's Budget Director and the relevant Aldermen, be desirable as set forth above.

- 3) The City's Budget Director, the relevant Aldermen city officials, including Aldermen of the affected wards, or their designee(s) may take reasonable steps to ensure the community meetings proceed efficiently and effectively including, but not limited to,
 - a) preparing and enforcing any agenda,
 - b) requesting oral or written reports, or
 - c) establishing ad hoc working groups on specific topics, limited in duration to not more than approximately one year, to provide advice or reports on those specific topics.

(C) City And Other Agencies And Entities Attendance And Participation At Meetings. At the meetings specified in Subsection B above, to the extent they have direct

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responsibility for neighborhood protection, the Chicago Departments of Transportation, Police, Streets and Sanitation, Revenue Finance, Planning and Development, as well as the Budget Director or his or her representative, and any other department or agency that has or may have direct responsibility for neighborhood protection, transportation, or associated issues, shall send knowledgeable, responsible representatives to report to the community and the Aldermen on their Department's activities on neighborhood protection, to answer questions from the community and the Aldermen, and to obtain comments on past performance and activities, and to solicit input for improving neighborhood protection. In addition, representatives of the Cubs, the CTA Chicago Transit Authority and any other relevant transit, non-City governmental agency, or private entity as may be decided by the co-chairs shall be invited to participate in the meetings. This subsection in no way effects or limits the pre-existing ability of the Aldermen to request information from City officials, agencies, or departments.

(D) Traffic Operation Control Meetings. The Chicago Department of Transportation ("CDOT") will host a Traffic Operations Control ("TOC") working meeting regularly, but not less than semi-annually, to address and coordinate issues of traffic and traffic management, parking, towing, permit parking, public transit, and other transportation and related neighborhood issues related to Wrigley Field, the surrounding community and any remote parking area(s).

- 1) These meetings will take place, if possible, in the seventy-five day period preceding and following the first and last Cubs baseball games of each season held at Wrigley Field. Other meetings may be scheduled as appropriate in the discretion of CDOT.
- 2) All TOC working meetings will be open to members of the public who are invited to fully participate in the working meetings with comments, suggestions, and critiques consistent with the structure, agenda, and subject-matter of the TOC working meeting.
- 3) Notice will be sent to relevant neighborhood, community, and business groups and to the Cubs. These groups will be invited to make presentation on the matter(s) that are the subject(s) of the Traffic Operations Control Meetings and to fully participate in the working meetings consistent with the structure, agenda, and subject matter of the TOC working meeting.

- 4) All City agencies with responsibility for matters listed in Subsection C above, including, but not limited to the Chicago Police Department and the Departments of Streets and Sanitation, Finance Revenue, and Planning and Development, as well as the Budget Director or his representative, and any other relevant department or agency requested by CDOT, shall receive notice, and will send knowledgeable and responsible representatives to TOC meetings. In addition, CDOT shall request the attendance of any other relevant non-City governmental agencies including, but not limited to the CTA Chicago Transit Authority, any other relevant transit agencies or any other entity CDOT deems important to working on neighborhood transportation or related neighborhood matters.

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- (5) CDOT may take reasonable steps to ensure the TOC working meeting proceeds efficiently and effectively including, but not limited to,
- a) preparing and enforcing any agenda,
 - b) requesting oral or written reports, or
 - c) establishing ad hoc working groups on specific topics, limited in duration to not more than approximately one year, to provide advice or reports on those specific topics.

E) Notice Of Meetings For This Section. Notice of the meetings in this section shall be given not less than seven working days prior to the meeting listing the date, time, location, and general matters of the meeting by posting on the appropriate City website(s) as well as by posting at the appropriate City offices. In addition, notice shall be given to the Cubs as soon as practicable, but no less than seven working days prior to the meeting, for their use and for posting on their web site, and electronic notification through any listserv or e-mail system, that the Cubs maintain for communication with the community as provided in Section 4H.

F) Annual City Report. The Budget Director, ~~or his or her designee, assignee, or transferee,~~ annually will assemble a report of the agencies identified or described in Subsection C above, and any other relevant City or non-City departments or agencies, collating and describing their activities on, and plans for, neighborhood protection and improvement related to baseball games and any other events at Wrigley Field. The Budget Director will file this report, along with the annual written report of the Cubs specified in Section 4H, with the City Clerk of the City of Chicago. These reports will be permanently kept and made available at the office of the Budget Director ~~(or his designee, assignee, or transferee),~~ at the office of the City Clerk of the City of Chicago, and for at least three years on the web site of the City and the City Clerk of the City of Chicago.

SECTION 10. Definitions And Notice.

(A) "Alderman," "Aldermen," "R(r)levant Alderman," or "R(r)levant Aldermen" means an Alderman or a group of Aldermen, all or part of whose ward is in, or touch the boundary of, any

area defined in Section 10(B).

B) "Area that surrounds Wrigley Field" or "community" or "neighborhood" or "surrounding community" or "surrounding neighborhood" means the larger of either the area of the boundary of the LV-2 night stick

C) "Budget Director" refers to means the Budget Director of the City of Chicago as provided for in 65 Ill. Comp. Stat. 5/3-1-30-5(a)(10) (2002) or to his or her successor office(s) or position(s) or to his or her designee(s), assignee(s), delegatee(s) or transferee(s), of assignments, authority, duties, functions, requirements, and responsibilities under this Ordinance to other municipal official(s) or employee(s). Unless the language specifically states, or context clearly indicates, otherwise, the Budget Director, under the direction and supervision

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of the Mayor of the City of Chicago, shall exercise all assignments, authority, duties, functions, requirements, and responsibilities under this Ordinance subject to the previous sentence, provided however, that the Mayor of the City of Chicago is authorized to assign, transfer, designate, or delegate any authority, duty, or responsibility under this Ordinance Agreement to any appropriate municipal official(s) or employee(s), subject to his direction and supervision, but any such reassignment shall not effect any substantive authority, duties, functions, requirements, responsibilities, or duty to consult with the Relevant Alderman(men).

D) "City" means the City of Chicago, an Illinois municipal corporation, or its successor(s) or assigns.

E) "Cub" means the Chicago National League Ball Club, Inc., or its successor(s) or assigns, including any successor ownership interest(s) with operating or functional control of or in the Chicago National League Ball Club, Inc., or any operator(s) or successor operators of the Chicago National League Ball Club, Inc.

(F) "LV-2" means the area defined in the Ordinance of March 15, 1991, 1991 Journal of the Proceedings of the City Council of the City of Chicago, Illinois 30860-63 (attached to this Ordinance as Exhibit C), as may have been amended, modified or redefined and as may be further amended, modified or redefined at any time in the future.

(G) "Tribune Company" means the Tribune Company, a Delaware Corporation, New York Stock Exchange Symbol "TRB," or its successor(s) or assigns, including any successor ownership interest(s) with operating or functional control of or in the Tribune Company, or any operator(s) or successor operators of the Tribune Company.

(H) Notices shall be given to the City by service on the City Clerk of the City of Chicago, on the City Budget Director, and on the Corporation Counsel of the City of Chicago, or their designees, at their usual place of business. Notice shall be given to the Cubs by service on the President of the Cubs, on the Executive Vice-President/Business Vice-President. Facilities Operations (or equivalent), and on the General Counsel (or equivalent) of the Cubs, or their designees, at their usual place of business.

SECTION 11. Severability and Interpretation.

A) Whole Agreement Sections Constituting Whole Agreement. If the contractual agreement embodied in Sections 3 through 8 and 10-11, inclusive, of this Ordinance is executed by the Cubs and the City,

~~that contractual agreement~~ This Agreement shall constitute the whole agreement between the City and the Cubs concerning the matters covered by this Agreement.

B) **Interpretation.**

- 1) The titles of the Sections and Paragraphs are for convenience only ~~and are not a part of this Ordinance~~, but may be considered as an aid to interpretation.
- 2) The makers and drafters of this Agreement ~~the contractual agreement embodied in Sections 3 through 8 and 10-11, inclusive, of this Ordinance~~ are the City and the Cubs. The terms contained therein shall not be

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construed against a party merely because that party is, or was, the principal drafter.

- 3) This Ordinance Agreement shall be governed by the law of the State of Illinois.
- 4) Reference to any City department, agency, office, or position includes any successor thereto and does not preclude the transfer, delegation, designation or assignment to another City department, agency, office, or position of any assignments, authority, duties, functions, requirements, and responsibilities of the City under this Agreement Ordinance, and includes those changes as authorized by this Agreement Ordinance.
- 5) Technological references such as "web site" or "listserv" are not intended to require the use of those particular technologies or to impede the substitution of different technologies so long as the substance of the requirement is satisfied.
- 6) Words
 - (a) in the present tense include the future, and
 - b) in the singular may be applied to the several persons or things, and
 - c) in the plural may include the singular, and
 - d) connoting person or entity include, but are not limited to any corporation, unincorporated association, or organization.

(C) Severability. If any provision of this Ordinance Agreement is held or declared to be illegal, invalid or ineffective, that holding or declaration shall not adversely affect the legality, validity or effectiveness of any other provision of this Agreement Ordinance.

SECTION 12. Effectiveness And Repeals.

A) ~~Date Ordinance Effective. Sections 1,2,9, and 12 of this Ordinance are effective when approved by City Council of the City of Chicago, signed by the Mayor of the City of Chicago, a copy of this Ordinance and Agreement is signed by the Cubs and is delivered to the City Clerk of the City of Chicago and the Department of Law of the City of Chicago.~~

B) ~~Repeals. This Ordinance supercedes, cancels and repeals any and all terms of any other Ordinance or Agreement that conflicts with any provision of this Ordinance.~~

IN WITNESS WHEREOF, The City of Chicago by the Mayor of the City of Chicago and the Chicago Cubs Baseball Club, LLC, National League Ballclub, Inc., by its President, have each caused this Agreement to be executed by its duly authorized representatives as of the day and year set forth above.

The City of Chicago

Chicago Cubs Baseball

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National League Ballclub, LLC, toer

By:

By:

Name: Name: Date: Date:

CubFund Projects

New Lighting

N Bosworth - W Addison to W Grace W Henderson - N Ashland to N Southport W School St- N Ashland to N Southport W School St - N Sheffield to N Clark W Melrose - N Ashland to N Southport W Waveland - N Sheffield to N Clark W Waveland - N Southport to N Ashland N Greenview (Addison to Irving Park) N Janssen (Addison to Irving Park) N Wayne (Byron to Irving Park) N Wilton (Belmont to School) N Racine (Belmont to Byron) N Sheffield (Belmont to Byron) W Patterson (Sheffield to Clark) N Wilton (Addison to Sheridan) W Dakin (Seminary to Sheridan) W Byron (Seminary to Sheridan) W Byron (Clark to Ashland) W Grace (Fremont to Clark) N Lakewood (Grace to Byron N Wayne (Grace to Byron)

Street Resurfacing

3700-4000 N Seminary
1400-1600 W Byron
W Grace (Clark to Halsted)

Sidewalk/Parkway

N Sheffield (W Roscoe to W Addison) - pavers on the parkways

02013-7858

Chicago, December 11, 2013

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Mayor Emanuel and the Commissioner of Business Affairs and Consumer Protection (which was referred on October 16, 2013), to amend the Municipal Code of Chicago regarding modification of the Wrigley Field game schedule, begs leave to recommend that Your Honorable Body pass the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on , 2013.

Respectfully submitted,

1MA MITTS CHAIRMAN, COMMITTEE ON
LICENSE AND CONSUMER PROTECTION