

**CHICAGO RIVERWALK LICENSE AGREEMENT 2016**  
**Wheel Fun Rentals IL & WI LLC**  
**2101 W Rice St., Unit 303, Chicago, IL, 60622**

This License Agreement ("**Agreement**") is made this 19 day of April, 2016 between the City of Chicago, a municipal corporation and home rule unit of government with its principal place of business at 121 North LaSalle Street, Chicago, Illinois 60602 ("**City**") acting through its Department of Fleet and Facility Management ("**Department**" or "**2FM**") and **Wheel Fun Rentals IL & WI LLC** a Minnesota Limited Liability Company with its principal place of business at 3609 Heights Court, St Cloud, MN, 56301 ("**Licensee**"), telephone number **320-266-1164** email address wheelfunrentals2@msn.com.

**WHEREAS**, the Licensee desires that the City grant certain rights and privileges subject to the terms and conditions of this Agreement; and

**WHEREAS**, the City is willing to grant such rights and privileges subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants, representations and conditions hereinafter contained, the parties hereto agree as follows:

**I. SCOPE OF LICENSE AND OPERATIONS**

**1.1 License Grant.** The City, in consideration of the payment of the License Fees, hereby grants the non-exclusive privilege to the Licensee to conduct the operation described in this Agreement in the location specified in **Exhibit 3** attached hereto and described in Section 1.3 below ("**Licensed Area**") subject to the terms contained in this Agreement. Licensee accepts the Licensed Area in an "AS IS" condition without any agreements, representations, understandings or obligations on the part of the City to perform any alterations, repairs or improvements. The Licensee is not a tenant. The Licensed Area shall be used only for the purposes and in the manner specified herein. Licensee shall operate its business at the Licensed Area under the trade name Wheel Fun Rentals and shall not change its trade name without the prior written consent of the Commissioner of the Department of Fleet and Facility Management ("**Commissioner**"), who may withhold such consent in his/her sole discretion. Changes of Licensed Area shall be made upon only written approval from Commissioner. Licensee must not conduct its operations in a manner that, in the judgment of the Commissioner:

- A. interferes or might interfere with the reasonable use by others of the common space or the licensed space of other Licensees at the Riverwalk;
- B. hinders or might hinder police, fire fighting or other emergency personnel in the discharge of their duties;
- C. would, or would be likely to, constitute a hazardous condition at the Riverwalk;
- D. would, or would be likely to, increase the premiums for insurance policies maintained by the City, unless the operations are not otherwise prohibited under this Agreement and Licensee pays the increase in insurance premiums occasioned by the operations; or
- E. would involve any illegal purposes.

**1.2 Key Personnel.** The key personnel for Licensee's operations on the Riverwalk in the Licensed Area are the following:

- Dwight Bratholt, Chicago Manager- Owner
- Rodney Knight, Owner- Operator

If the key personnel identified herein hereof cease for any reason to act in his/her/their identified capacity for the Licensee, the City may at its option declare this Agreement terminated and exercise all rights given by this Agreement in the event of termination.

**1.3 Design of Licensed Area.** The Licensed Area is described in **Exhibit 3**, "Licensed Area to be Utilized and Type of Structure, Stand, Cart or Vehicle." All structures, stands, carts, signs and/or vehicles shall be provided by Licensee at its sole cost and expense and shall be subject to the City's approval and shall be constructed in accordance with or otherwise comply with the design and sign criteria attached hereto as **Exhibit 9 – Design Criteria**. Licensee shall be responsible for procuring all storage locations (unless provided by the City pursuant to Section 1.13) for any moveable stands, carts, vehicles or other equipment utilized by Licensee.

**1.4 Maintenance and Security.** Licensee shall keep the Licensed Area in a sanitary condition, free of insects, rodents, vermin and other pests. Licensee shall maintain appearance of the Licensed Area, picking up and disposing garbage and litter at all times - including policing of area for litter at closing each day. Licensee shall provide and pay for pest control services whenever necessary for the Licensed Area. However, provided that Licensee maintains the Licensed Area in a sanitary condition and cooperates fully with City rodent control efforts, rat abatement in exterior areas shall be the responsibility of the City. Licensee shall provide security for the Licensed Area. Licensee shall abide by any security rules that may apply to the Licensed Area and in the Chicago Riverwalk.

**1.5 Products, Services and Pricing.** Licensee will offer for sale or otherwise the items, menu and services listed **Exhibit 5**. Licensee will charge no more than the prices listed in **Exhibit 5**. Licensee must charge prices competitive in the local marketplace with no increases during City of Chicago or City special events. Licensee may not change the offerings or charge higher prices than those listed in **Exhibit 5** without the written approval of the Commissioner. Licensee shall not use the Licensed Area for any use not specifically granted herein without the prior written approval of the Commissioner, which approval may be granted or withheld by the Commissioner, in his sole and absolute discretion.

**1.6 Inventory.** Licensee shall at all times maintain a fully stocked supply of inventory, use a sufficient number of adequately trained personnel for efficient service and shall otherwise diligently operate its business at the Licensed Area so as to produce maximum Gross Sales. Licensee shall store all excess inventory and trash out of sight of the public and in accordance with any regulations or guidelines imposed by the City.

**1.7 Deliveries.** It is necessary, due to the limited access to the Riverwalk and the number of licensees, that the Commissioner protect the Riverwalk for the flow of people transiting the public way. Therefore, Licensee deliveries must be made only within the times and at the locations authorized by the Commissioner or his designated representative and otherwise in accordance with the terms of this Agreement.

**1.8 Hours of Operation.** Licensee must conduct its operations during the days and at the business hours specified in **Exhibit 2**, as the same may be modified from time to time by the Commissioner. Licensee agrees that being open at the times and days aforesaid goes to the essence of the parties' agreement hereunder and that the City's remedies hereunder and at law on account of Licensee's violation thereof may not be adequate. Therefore, Licensee's failure to meet the forgoing obligations without Excuse (as defined below) will incur liquidated damages as specified in Section 1.10.

**1.9 Excuse.** Licensee must contact and receive approval from the Department at the following email address: Michelle.Woods@cityofchicago.org, prior to closing or not opening during days and hours of operation specified in **Exhibit 2**. In the event of a closing without prior approval from the Department, Licensee must contact the Department as soon as practicable subsequent to the closing and explain the circumstances to the satisfaction of the City. If the City determines the closing was not warranted, Licensee may be subject to the Minimum Fee for that day. In general, the City will grant Excuse in the following circumstances: (i) the outdoor temperature at the Riverwalk is, or no more than 12 hours in advance is forecasted to be by a weather service acceptable to the Commissioner, less than 50° Fahrenheit or greater than 110° Fahrenheit during the hours the Licensed Area is open to the public, or (ii) a condition at the Riverwalk (not within the control of Licensee) exists which would prevent the operation of or access to the concession at the Licensed Area, (iii) the Commissioner, in his sole discretion, determines that some other condition (not within the control of Licensee) prevents operation of the concession at the Licensed Area. Should Licensee fail to notify the City of such closure before or as soon as practicable subsequent to the closing, the closure will not be deemed Excused even if the above conditions are otherwise met. The liquidated damages provided above in this paragraph shall not be in lieu of the City's other remedies hereunder or at Law, and acceptance by the City of such shall not be deemed an election of remedies or preclude the City from seeking any other remedy permitted the City on account thereof. Permitting the Licensee to continue operating in the space shall in no way operate as a waiver on the part of the City of any of its rights under this Agreement.

**1.10 Liquidated Damages.** Licensee agrees that, with respect to any day during the Minimum Season that Licensee fails be open for the hours specified in **Exhibits 2** without Excuse or without notifying the City, the Licensee shall be required to pay the Minimum Fee. The Minimum Fee shall be \$150 a day; provided, however, that after five (5) consecutive days of closure without Excuse, the Minimum Fee will escalate to \$500 a day.

**1.11 Structures and Improvements.** Licensee shall not locate on the Licensed Area any structure, stand, trailer, sign, cart or vehicle of a permanent or temporary basis without first receiving prior written consent of the City. Such structure, stand, trailer, cart or vehicle shall be in compliance with the criteria set forth on **Exhibit 6**. Licensee shall not make any alterations, additions or improvements ("Improvements"), including the installation of all utilities, to the Licensed Area without the prior written consent of the Commissioner, which may be withheld for any reason. All Improvements made by Licensee shall be at the Licensee's sole cost without reimbursement or other offset and shall be made in accordance with the criteria set forth in **Exhibit 6**. Licensee shall promptly pay for any work done or material furnished by or on behalf of Licensee in or about the Licensed Area and shall not permit or suffer any lien to attach to the Licensed Area, and Licensee shall have no authority or power, express or implied, to create or cause any lien, charge or encumbrance of any kind against the Licensed Area. If any lien shall at any time be filed against the Licensed Area by reason of work, labor, services or materials alleged to have been performed or furnished by, for or to Licensee, Licensee shall cause the same to be discharged of record or bonded to the satisfaction of the City within ten (10) days after being notified of the filing thereof. If Licensee shall fail to cause such lien to be so

discharged or bonded within such ten (10) day period, then, in addition to any other right or remedy of the City, the City may discharge the same by paying the amount claimed to be due, and the amount so paid by the City and all costs and expenses, including attorneys' fees incurred by the City, in procuring the discharge of such lien, shall be due and payable by Licensee to the City as additional Fees on the first day of the next following month.

**1.12 Repairs.** Licensee shall assume responsibility for any repairs to the Licensed Area necessitated by the negligence, vandalism, or misuse of the Licensed Area or equipment therein by Licensee's employees, invitees, agents, clients, or contractors. Licensee, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Licensee's Area, is illegal, or increases the rate of insurance on the Licensee's Area. Licensee shall comply with all reasonable rules and regulations in place on the Commencement Date or thereafter promulgated in writing by City for the Chicago Riverwalk.

**1.13 Storage Space.** Licensee may be provided with storage space separate from and in addition to the Licensed Area. If Storage Space separate from the Licensed Area will be provided, it will be specifically identified in **Exhibit 4**. **Exhibit 4** may be amended from time to time to reflect changes in Storage Space. Storage Space is to be used to store inventory and supplies. It may be used for other purposes relating to this Agreement with the consent of the Commissioner, but never as a point of retail sale. If the Commissioner determines that Licensee is using Storage Space for purposes unrelated to his Agreement, the Commissioner may unilaterally delete the Storage Space from the License with no change in License Fees due. If the Commissioner determines that the size of the Storage Space exceeds the needs of the Licensee, the Commissioner may unilaterally reduce the size of the Storage Space with no change in License Fees due.

**1.14 Additional Areas and Special Events.** The City, in its sole discretion, may permit, but not be obligated to allow Licensee to operate additional areas during certain special events within or outside Licensed Area by entering into separate agreement(s) with Licensee, or amending this agreement, subject to the rules and regulations established by the City and this Agreement. Participation in special events is contingent upon Licensee remaining in good standing with the City with respect to Licensee's Fee obligations, insurance maintenance, health certification, and all other items required under this Agreement. The City reserves the right to terminate Licensee's participation in any special event at any time for any reason. In the event Licensee's participation is terminated, all fees owed by Licensee related to such special event(s) shall continue to be due.

**1.15 No Damages for City Delay.** Neither Licensee, nor Licensee's agents, employees or subcontractors are entitled to any damages from the City, nor is the Licensee entitled to be reimbursed by the City for damages, charges or other losses or expenses incurred by Licensee by reason of delays or hindrances in performance under this Agreement, whether or not caused by the City.

**1.16 Waiver of Certain Rights.** By entering into this Agreement, Licensee waives all rights, if any, under any ordinance, statute, Law (including common law) or regulation to administrative review of the decision to terminate this Agreement by the City or any determination by the City regarding the duties and benefits of this Agreement.

**1.17 Special Provisions.** If applicable, Licensee must comply with the Special Provisions listed in **Exhibit 4**.

**1.18 Assignment.** The Licensee agrees that it will not give, sell, license, assign, sublet, permit, subcontract, sub License or otherwise transfer this Agreement or rights or obligations under this Agreement without the express prior written consent of the Commissioner, which consent may be withheld in the City's sole discretion. A change in control of Licensee or its parent shall be deemed a prohibited transfer hereunder. Any such purported transfer shall be null and void and of no effect and, at the sole option of the City, shall be grounds for termination of this Agreement.

**II. LICENSE FEES**

**2.1 License Fees.** Licensee must pay to the City a Minimum Annual Guarantee and a Supplemental Fee (the "License Fees") in the amounts specified herein.

**2.2 Minimum Annual Guarantee.** Licensee must pay a base amount, paid in equal, monthly installments during the Licensee's Season, for use of the Licensed Area for the Licensee's operations ("Minimum Annual Guarantee" or "MAG"). The MAG shall be as set forth in **Exhibit 2**. The MAG must be paid in installments on the schedule set forth in **Exhibit 2** and will be due on the first of the month, unless such payments are accelerated due to default or termination.

**2.3 Supplemental Fee.**

**A. Determination.** The Supplemental Fee shall be a percentage of the gross sales derived by the Licensee from operations in the Licensed Area as set forth in the following table:

Supplemental Revenue Tiers			
Tier	Percentage	Gross Revenue Range	Max amount per Tier
1	3.5%	\$ 1 to \$ 250,000	\$ 8,750.00
2	5%	\$ 250,001 to \$ 500,000	\$ 12,499.95
3	10%	Over \$ 500,001	No maximum

The term "Gross Sales" shall mean the total amount in dollars of the actual sales price, whether for cash, credit, in-kind goods or services or otherwise, of all sales of merchandise and services, and all other receipts of business conducted in or from the Licensee's Area. Gross Sales shall not, however, include any sums collected on account of any sales or retail excise tax imposed by any duly constituted governmental authority, provided, however, that no deduction from Gross Sales shall be allowed on account of income taxes, gross receipts taxes, or other similar taxes.

**B. Due Date.** The payment of the Supplemental Fee from the Licensee to the City shall be due no later than January 31. No later than January 31, 2017, Licensee shall deliver to City a statement, certified by a certified public accountant, of all Gross Sales for the 2016 Operating Season, as more fully described below at Section 2.4. If applicable, no later than January 31, 2018, Licensee shall deliver to City a statement, certified by a certified public accountant, of all Gross Sales for the 2017 Operating Season.

**2.4 Reports.**

**A. Monthly.** Licensee must furnish to the Commissioner on or before the first day of the second month following each month falling wholly or in part within the Term of this

Agreement, a complete statement, certified by an authorized representative of Licensee, showing in all reasonable detail, the amount of Gross Sales derived from each Licensed Area and by category of product or service during the relevant month and the calculation of Supplemental Fee due from Licensee that month (the "Monthly Certified Statement"). (E.g. the report for Gross Sales in May shall be due on July 1.)

**B. Annually.**

(i) Licensee also must furnish to Commissioner, for each year of the Term, a complete statement of the amount of License Fees payable by Licensee for such Year certified by an certified public accountant engaged by Licensee, showing in all reasonable detail the amount of the Minimum Annual Guarantee Fee, and Supplemental Fee due from Licensee for the preceding Year (the "Annual Certified Statement"). The statement for 2016 will be due no later than January 31, 2017, and if applicable the statement for 2017 will be due no later than January 31, 2018. The Commissioner may, from time to time, reasonably require upon not less than thirty (30) days prior written notice to Licensee, copies of all returns and other information filed with respect to Illinois sales and use taxes, and other reasonable financial and statistical reports as requested.

(ii) Licensee's Annual Certified Statement shall include a standard non-qualified opinion of a certified public accountant as to the accuracy of the Annual Certified Statement.

**C.** All such reports and statements described in this section shall be prepared on a form approved by the Commissioner, such approval not to be unreasonably withheld. If Licensee fails to timely furnish to the Commissioner any Monthly Certified Statement or Annual Certified Statement required under this Agreement or if the certified public accountant's opinion is qualified or conditioned in any material manner, the Commissioner has the right (but is not obligated) without notice, to conduct an audit of Licensee's books and records and to prepare the statements at Licensee's sole cost and expense. Licensee must also provide the Commissioner with such other reasonable financial or statistical reports and information concerning the Licensee operations or any part thereof, in the form as may be reasonably required from time to time by the Commissioner.

**2.5 Payment of License Fees.** Licensee must pay License Fees together with any other fees applicable taxes thereon in the manner and on or before the due dates specified herein or on any invoices. Failure of Licensee at any time to pay the amounts required under this Agreement shall authorize the City to require Licensee to cease operations from the Licensed Area, either temporarily or permanently, at the City's sole and exclusive discretion, without forfeiting the City's rights to collect the fees due hereunder and without such action constituting a termination of this Agreement. Receipt by City of a lesser amount than any payments due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment shall be deemed an accord and satisfaction. City may accept such check or payment without prejudice as to City's right to recover the balance of such installment or payment to pursue any other remedies available to City.

**2.6 Manner of Payment.** Licensee must pay all License Fees by wire transfer to MFT account.

**2.7 Records and Audit.** Licensee shall for each Licensed Area, record all sales in accordance with generally accepted accounting practices and retain copies of all sales tax reports and shall maintain the following books and records: (i) all state and local sales and use tax reports/returns, (ii) daily/monthly inventory documentation, (iii) summary of sales reports, (iv) serially numbered sales slips, (v) bank statements, (vi) bank reconciliation statements, (vii) state and federal income tax returns and (viii) such other records or methods that would normally be kept pursuant to generally accepted accounting principles, or as the City may reasonably require in order to determine Gross Sales hereunder. A separate bank account shall be maintained for all revenue from the Licensed Area and no funds from any other source shall be deposited in such account. Licensee shall preserve such records and make them available to City upon demand. Licensee shall preserve its Season sales records for at least three (3) years from the any expiration or termination of this Agreement. City, by itself or through its auditor or other designated representative, shall have the right upon ten (10) day's written notice to Licensee to audit all pertinent books, records and tax returns of Licensee for the purposes of verifying statements of Gross Sales submitted by Licensee. Failure to comply with an audit request is a material breach of this Agreement. All expenses of any such audit shall be borne by City unless such audit shall disclose underpayments to the City in any reports filed pursuant to Section 2.4 of two and one-half percent (2.5%) or more in which case all expenses of such audit, including travel and related expenses, shall be borne by Licensee and be payable to City on demand. If any such audit shall disclose a deficiency in the payment of License Fees, then such deficiency shall immediately become due and payable with interest at the lesser of 18% per annum or the highest rate permitted by applicable Law on the deficiency from the date such payment should have been made.

**2.8 Other Fees.**

**A. Utilities Provided by Licensee.** Licensee is to provide utilities to the site. After approval of by the City's Department of Fleet and Facility Management on the nature and extent of the utilities needed for the operation of the area, Licensee shall: (i) make application in Licensee's own name for all utilities not provided by the City, (ii) comply with all utility company regulations for such utilities, including requirements for the installation of meters, (iii) obtain such utilities directly from, and pay for the same when due directly to, the applicable utility company, and (iv) comply with all Laws with respect to obtaining and utilizing any utilities. Licensee shall install and connect all equipment and lines required to supply such utilities to the extent not already available at or serving the Licensee's Area, or at the City's option shall repair, alter or replace any such existing items (or Licensee shall share the costs thereof for any utilities shared with other Licensees as the City shall determine). Licensee shall maintain, repair and replace all such items, operate the same and keep the same in good working order and condition. Licensee shall not install any equipment or fixtures, or use the same, so as to exceed the safe and lawful capacity of any utility equipment or lines serving the same. The term "utilities" for purposes hereof shall include but not be limited to electricity, gas, water, sewer, steam, fire protection, telephone and other communication and alarm services, HVAC, if any, and all taxes or other charges thereon.

**B. No Warranty.** The City does not warrant the availability of electric, water, gas, sewers or other utilities at (for) any location.

C. **Trash Removal.** Licensee is responsible for trash removal costs. Trash staging location will be designated or approved by Commissioner or his/her designee.

### III. **TERM**

**3.1 2016 Season.** Licensee operations may be conducted during the 2016 Season, which is defined in **Exhibit 2**, under "Dates of Operation." Licensee must, however, conduct operations in the Licensed Area, at a minimum, during the period defined in **Exhibit 2** as the "Minimum Season."

**3.2 Licensee Term.** Subject to the City's termination rights, this License Agreement takes effect on **April 15, 2016** ("**Commencement Date**") and continues until **January 31, 2017** (the "**Term**"), unless extended for an additional season as set forth below at **3.3**. Except as provided in **3.3**, Licensee has no rights to renew, modify or extend the Term of the Licensee's operation.

**3.3 Extension Option.**

A. At the sole option of the City, this agreement may be extended for an additional season ("2017 Season"). The City may exercise its option to extend the term at any time, but no later than October 1, 2016. The extension term shall continue until **January 31, 2018** and shall include a Minimum Season as defined in **Exhibit 2**.

B. The City will not entertain requests to operate the concession after December 31, 2017. Separate from exercising its option to extend for the 2017 Season, the City may at any time prior to expiration opt to extend the Term for other than concession operating purposes (e.g. final clean-up, continuity), but in no event will the total Term of this Agreement be extended beyond March 31, 2018.

C. When reference is made in this Agreement to the Term of the Agreement, the reference will include extension of the Term as described above, unless the context requires otherwise.

**3.4 Termination for Default.** This Agreement may be terminated by the City for Default as specified in **Article VI** or as specified elsewhere in this Agreement.

**3.5 Termination Due to Change in Riverwalk Operations.** This Agreement is subject to termination by either party on 60 days' written notice in the event of any action by the Federal Highway Administration, the Coast Guard, the Army Corps of Engineers, or any other governmental entity or the issuance of an order by any court of competent jurisdiction which prevents or restrains the use of the Riverwalk, or a portion thereof that renders performance by either party in the Licensed Area impossible, and which governmental action or court order remains in force and is not stayed by way of appeal or otherwise, for a period of at least 60 days, so long as the action or order is not the result of any Event of Default of Licensee.

**3.6 Termination In the Event of a New Riverwalk Agreement or Otherwise.** This Agreement shall automatically terminate, unless City determines to revoke this automatic termination provision, upon the effective date of a new agreement between the City and the Licensee for use of the Licensed Area. The parties may also agree to terminate the Agreement in the event of a new agreement between the City and Licensee for some other location on the Riverwalk, or for other reasons. However, nothing in this section implies or requires that the City will enter into a future agreement with Licensee or gives Licensee any right of first offer, first refusal, or other preference or interest in a future agreement.



#### **IV. INSURANCE, INDEMNIFICATION**

**4.1 Insurance.** Licensee shall procure and maintain during the duration of this Agreement insurance for injury to persons or damage to property, which may arise out of or in connection with the performance of the work or the operation of the License by the Licensee, its agents, representatives, employees, contractors or subcontractors. The insurance required is set out in **Exhibit 11**.

#### **4.2 Indemnification.**

A. Except where this indemnity clause would be found to be inoperative or unenforceable under the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq. ("Anti-Indemnity Act"), Licensee must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees, from and against any and all Losses, except for any Losses which are the result of the negligence or willful misconduct of the City, its employees, agents, contractors and subcontractors.

B. "Losses" means, individually and collectively, liabilities of every kind, including losses, damages, and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Licensee, its Sublicensees and their respective employees, agents, and Contractors.

C. At the City Corporation Counsel's option, Licensee shall defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Licensee of the foregoing indemnity obligations under this Section. Licensee must not make any settlement without the prior written consent to it by the City Corporation Counsel if the settlement requires any action on the part of the City.

D. To the extent permissible by law, Licensee waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Licensee that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 et seq or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The waiver, however, does not require Licensee to indemnify the City for the City's own negligence or willful misconduct. The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

E. The indemnities contained in this Section survive the expiration or earlier termination of this License, for matters occurring or arising during the Term of this License or as the result of or during the holding over of Licensee beyond the Term. Licensee acknowledges that the requirements set forth in this Section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Licensee's duties under this License, including the insurance requirements, and if any, Security requirements.

**V. LICENSEE REPRESENTATIONS, WARRANTIES AND COVENANTS**

The Licensee hereby warrants, represents and covenants to the City, as follows:

**5.1 Compliance with Laws.** Licensee shall be governed by, adhere to and obey in all respects all Laws including, without limitation, the City's Municipal Code, and shall be responsible for obtaining any licenses or permits necessary to operate the space. Further, Licensee, including all of its employees, servants, agents, and volunteers shall abide by the provisions of the City Ethics Ordinance as is now, or may be amended from time to time. By execution of this Agreement Licensee acknowledges receipt of a copy of the Ethics Ordinance.

"Law" or "Laws" shall mean all federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedents in Illinois and decisions of federal courts applying the laws of Illinois, at the time in question, including without limitation, the Americans with Disabilities Act; all restrictions of record applying to or affecting the Licensed Area; all laws relating to environmental matters including, without limitation, underground storage tanks; all City of Chicago Ordinances; the Municipal Code of the City including the City Ethics Ordinance.

**5.2 Food Service.** If Licensee is engaged in the sale, distribution or provision of food as part of its activities pursuant to this Agreement, Licensee represents and warrants that it is familiar with and shall specifically comply with any and all requirements for the operation of a food service establishment as defined in any applicable Laws and shall comply with all City rules and regulations, including health inspections. Licensee shall make all necessary applications for a Chicago Department of Public Health certificate or C.P.D. Health Authority license, at the choice of the City, prior to the opening of the season. Licensee shall obtain and maintain in force any required Chicago Department of Public Health certificates or C.P.D. Health Authority license. **Exhibit 6** attached hereto and made a part hereof is the City Regulations for Licensees Operating on City Property and **Exhibit 7** attached hereto and made a part hereof is the City Rules and Regulations for Food Service in the Park. **Exhibit 6 and Exhibit 7** may be amended from time to time in the City's sole discretion.

**5.3 Liquor Sales.** Licensee represents and warrants that it shall not (i) sell or permit to be sold, used or brought upon the property of the City any intoxicating or alcoholic beverages without the express prior written consent of the City, which consent may be withheld or conditioned in the City's sole discretion, (ii) permit or suffer any gambling at any time upon said City property, (iii) permit improper or immoral conduct on the part of its officers or employees, (iv) permit handbills, leaflets or flyers of any kind, hawking or any other noises or disturbances designed to attract attention or to solicit trade or (v) permit exclusive use of City property. **Exhibit 8, MCC 4-60-074 "Riverwalk Venue Liquor License Ordinance,"** and as amended, is attached and made a part of this Agreement.

If the Sale of alcoholic beverages is permitted under this Agreement, then, subject to **MCC 4-60-074, "Riverwalk Venue Liquor License Ordinance"** and the following: (i) Licensee must obtain and maintain a Riverwalk Venue Liquor License; (ii) Licensee must at all times comply with any applicable law regarding alcoholic beverages; (iii) Licensee must clearly delineate the boundary of its area for the service of alcoholic beverages and post notices, approved by the City, indicating "No Alcohol Past This Point."

**5.4 No Discrimination.** Licensee represents and warrants that it shall ensure that no person(s), on the basis of sex, sexual orientation, religion, color, race, national origin, physical or mental handicap, ancestry, age, marital status, unfavorable discharge from military services or otherwise are subjected to discrimination in the use of the facilities to be provided by the Licensee or to discrimination in employment decisions by the Licensee.

**5.5 Taxes.** Licensee shall make all necessary applications for a federal identification tax number, state sales tax number and a payroll tax number; and shall file all tax returns required by Law. Copies of these certificates and tax returns shall be forwarded to the City.

**5.6 Business License.** Licensee shall maintain itself in good standing to do business under the Illinois Business Corporations Act, Not For Profit Corporations Act, Illinois Limited Partnership Act or the applicable Law under which it conducts business.

## **VI. EVENTS OF DEFAULT, REMEDIES**

**6.1 Events of Default.** The following A through O constitute Events of Default by Licensee under this Agreement. The Commissioner will notify Licensee in writing of any event that the Commissioner believes to be an Event of Default. Licensee will be given an opportunity to cure the Event of Default within a reasonable period of time, as determined by the Commissioner, but not to exceed 30 days after written notice of the Event of Default; provided, that (i) if a provision of this Agreement provides for a different cure period for a particular Event of Default, that different cure period will apply; (ii) if a provision of this Agreement does not allow a right to cure a particular Event of Default, there will be no right to cure; and (iii) if neither (i) or (ii) apply and if the promise, covenant, term, condition or other non-monetary obligation or duty cannot be cured within the time period granted by the Commissioner, but Licensee promptly begins and diligently and continuously proceeds to cure the failure within the time period granted and after that continues to diligently and continuously proceed to cure the failure, and the failure is reasonably susceptible of cure within 45 days from delivery of the notice, Licensee will have the additional time, not in any event to exceed 45 days, to cure the failure.

**A.** Any material misrepresentation made by Licensee to the City in the inducement to City to enter this Agreement or in the performance of this Agreement or any other agreement between the City and the Licensee. There is no right to cure this Event of Default.

**B.** Licensee's failure to make any payment in full when due under this Agreement and failure to cure the default within five days after the City gives written notice of the non-payment to Licensee. In addition, Licensee's failure to make any such payment within five days after the written notice more than three times in any Season constitutes an Event of Default without the necessity of the City giving notice of the fourth failure to Licensee or any opportunity to cure it.

**C.** Licensee's failure to promptly and fully keep, fulfill, comply with, observe, or perform any promise, covenant, term, condition or other non-monetary obligation or duty of Licensee contained in this Agreement.

**D.** Licensee's failure to promptly and fully perform any obligation or duty, or to comply with any restriction of Licensee contained in this Agreement concerning transfer or assignment, whether directly or indirectly, of Licensee's rights or interests in this Agreement or of the ownership of Licensee.

**E.** Licensee's failure to provide or maintain the insurance coverage required under this Agreement (including any material non-compliance with the requirements) and the failure to cure this Event of Default within two days following oral or written notice from the Commissioner; or, if the noncompliance is non-material, the failure to cure the Event of Default within 20 days after the Commissioner gives written notice. The Commissioner, in her sole discretion, will determine if noncompliance is material.

**F.** The abandonment or discontinuance of the Licensee's operation for seven (7) consecutive days of required operation as provided for in **Exhibit 2** during the Term of this Agreement.

**G.** Any action or failure to act or comply with any terms contained herein (including, without limitation, any provisions of the City Code, or City Rules or Regulations attached hereto as **Exhibits 6, 7, or 8** which, in the sole determination of the City, creates a material breach of this Agreement.

**H.** The sale by the Licensee of any items other than those allowed to be sold pursuant to Article I and **Exhibit 8** of this Agreement.

**I.** Licensee or Guarantor (if any), if any, does any of the following and the action affects Licensee's ability to carry out the terms of this Agreement:

**(i)** becomes insolvent, as the term is defined under Section 101 of the Bankruptcy Code as amended from time to time; or

**(ii)** fails to pay its debts generally as they mature; or

**(iii)** seeks the benefit of any present or future federal, state or foreign insolvency statute; or

**(iv)** makes a general assignment for the benefit of creditors, or

**(v)** files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any State or any foreign jurisdiction; or

**(vi)** consents to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property.

**J.** An order for relief is entered by or against Licensee or Guarantor (if any) under any chapter of the Bankruptcy Code or similar law in any foreign jurisdiction and is not stayed or vacated within 60 days following its issuance.

**K.** Licensee is dissolved.

**L.** A violation of law that results in a guilty plea, a plea of nolo contendere, guilty finding, or conviction of a criminal offense, by Licensee, or any of its directors, officers, partners or key management employees directly or indirectly relating to this Agreement, and that may threaten, in the sole judgment of Commissioner, Licensee's performance of this Agreement in accordance with its terms.

**M.** The failure of the Licensee to obtain and maintain in force any required Chicago Department of Public Health certificate or C.P.D. Health Authority license.

**N.** If the City determines that Licensee's conduct is (i) grossly negligent, or (ii) creates a safety or public hazard, or (iii) destroys public property or the Licensed Area, or any part thereof.

**O.** Any failure to perform, act, event or omission that is specifically identified as an Event of Default elsewhere in this Agreement.

**6.2 Remedies.** If an Event of Default occurs and is not cured by Licensee in the time allowed, in addition to any other remedies provided for in this Agreement, the City through the Commissioner or other appropriate City official may exercise any or all of the following remedies:

**A.** Terminate this Agreement with respect to all or a portion of the Licensed Area and exclude Licensee from that part of the Licensed Area affected by the termination. If the Commissioner elects to terminate this Agreement, the Commissioner may, at the Commissioner's sole option, serve notice upon Licensee that this Agreement ceases and expires and becomes absolutely void with respect to the Licensed Area or that part identified in the notice on the date specified in the notice, to be no less than five days after the date of the notice, without any right on the part of Licensee after that to save the forfeiture by payment of any sum due or by the performance of any term, provision, covenant, agreement or condition broken. At the expiration of the time limit in the notice, this Agreement and the Term of this Agreement, as well as the right of Licensee under this Agreement, wholly ceases and expires and becomes void with respect to the Licensed Area identified in such notice in the same manner and with the same force and effect (except as to Licensee's liability) as if the date fixed in the notice were the date in this Agreement stated for expiration of the Term with respect to the Licensed Area identified in such notice.

**B.** Recover all License Fees and any other amounts due that have accrued and are then due and payable and also all damages available at law or under this Agreement. Recover all costs incurred by the City to return the Licensed Area to its pre-Agreement condition. If the Agreement is terminated, whether in its entirety or with respect to a part of the Licensed Area, the damages will include damages for the balance of the scheduled Term, based upon any and all amounts that Licensee would have been obligated to pay for the balance of the Term with respect to the Licensed Area, or if this Agreement is terminated with respect to a portion of the Licensed Area, that portion of the Licensed Area affected by the termination, as reasonably estimated and prorated among the various portions of the Licensed Area. In determining the amount of damages for the period after termination, the Commissioner may make the determination based upon the sum of any future License Fee payments that would have been due to the City for the full Term, including the MAG, immediately before the Event of Default. All amounts that would have been due and payable after termination for the balance of the Term with respect to all or a portion of the Licensed Area. The Commissioner may declare all amounts to be immediately due and payable.

**C.** Seek and obtain specific performance, a temporary restraining order or an injunction, or any other appropriate equitable remedy.

**D.** Seek and obtain money damages; including special, exemplary, incidental and consequential damages.

E. Deem Licensee and Affiliates non-responsible in future contracts or concessions to be awarded by the City.

F. Declare Licensee and Affiliates in default under any other existing contracts or agreements they might have with the City and to exercise any remedies available under those other contracts or agreements.

### **6.3 Violation Reports.**

a) **Issued By City.** The City may issue a Notice of Violation for any violation of the terms and conditions of the License Agreement, including, but not limited to, the **Exhibits**. The Licensee is expected to resolve the violation as quickly as possible and provide a statement. Multiple violations may require a meeting with the City to address the violations. If violations are not eliminated, the City may elect to terminate the License Agreement. If the violations result in damage to the Riverwalk, or any City property, the City will draw on the Letter of Credit (if applicable) to cover the costs of repairing such damage if the Licensee fails to do so in a timely manner.

b) **Self Reporting.** In the event of a license violation or incident at the Licensed Area, Licensee must complete the Violation Report attached as **Exhibit 10** and send it to 2FM. Licensee may also report violations or incidents in other licensee areas at the Riverwalk, and the Violation Report may also be used by the City when inspecting Licensee's operation. License violations, or a pattern of repeated license violations, may be considered an event of default.

## **VII. VACATING LICENSED AREA AND REMOVAL OF PROPERTY**

**7.1 Vacating Licensed Area.** At the termination or expiration for any reason of this Agreement or Licensee's License as to any portion of the Licensed Area, Licensee must promptly, peaceably, quietly and in good order depart from, vacate, quit, deliver up and return the Licensed Area (or that portion as to which the License has terminated, in the case of a partial termination) in good condition and repair, ordinary wear and tear and damage by fire or other casualty excepted. Except as provided below, Licensee must remove all Licensee personal property from the Licensed Area or the portions of the Licensed Area before the date of termination or expiration.

**7.2 Improvements.** Further, at the Commissioner's request (which request will be given in writing at least 30 days before the termination or expiration of the Term) but not otherwise, Licensee must remove all Improvements installed by or for Licensee, or Licensee's agents, employees or Subcontractors, except for Improvements that the Commissioner may elect to require Licensee to leave in place. Any Improvements not requested to be removed by the Commissioner will, upon termination of this Agreement, if such is not already the case, become property of the City, except that all of Licensee's trade dress, service marks, trademarks and trade names must be removed, obliterated or painted out in a commercially reasonable manner at Licensee's cost, on or before the expiration or termination of the Term.

**7.3 Other Obligations.** Licensee must also cap off any plumbing or drains and remove, obliterate or paint out any and all of its signs, advertising and displays as the Commissioner or his designated representative may direct, and repair any holes or other damage left or caused by Licensee. Licensee must repair any damage to the Licensed Area caused by Licensee's removal of Licensee

personal property, trade fixtures and Improvements. All the removal and repair required of Licensee under this section are at Licensee's sole cost and expense.

**7.4 City's Rights.** If Licensee fails to perform any of its obligations, then the Commissioner may cause the obligations to be performed, and Licensee must pay the cost of the performance, together with interest thereon from and after the date the costs were incurred until receipt of full payment therefor. Any property of Licensee not removed by Licensee in accordance herewith is deemed abandoned and the Commissioner may dispose of it as he/she sees fit, without any liability to Licensee or any other person.

## **VIII. HAZARDOUS MATERIALS**

**8.1 Prohibitions.** Licensee shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any "Hazardous Material" or permit any of the same to occur upon or about the Licensed Area or any City property. The term "Hazardous Material" for purposes hereof shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of material safety data sheets ("MSDS").

**8.2 Notice Requirements.** Licensee shall promptly notify the City of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material on the Licensed Area or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material on the Licensee's Area, (iii) any release, discharge or non-routine, improper or unlawful disposal or transportation of any Hazardous Material on or from the Licensed Area or in violation of this Section, and (iv) any matters where Licensee is required by Law to give a notice to any governmental or regulatory authority respecting any Hazardous Material on the Licensee's Area.

**8.3 City Rights.** The City shall have the right (but not the obligation) to join and participate, as a party, in any legal proceedings or actions affecting the Licensed Area initiated in connection with any environmental, health or safety Law. At such times as the City may reasonably request, Licensee shall provide the City with a written list, certified to be true and complete, identifying any Hazardous Material then used, stored, or maintained upon the Licensee's Area, the use and approximate quantity of each such material, a copy of any MSDS issued by the manufacturer thereof, and such other information as the City may reasonably require or as may be required by Law.

**8.4 Licensee Obligations.** If any Hazardous Material is released, discharged or disposed of by Licensee, or its employees, agents or contractors, on or about the Licensed Area or any City property in violation of the foregoing provisions, Licensee shall immediately, properly and in compliance with applicable Laws clean up and remove the Hazardous Material from the Licensed Area or any City property and any other affected property and clean or replace any affected personal property (whether or not owned by the City), at Licensee's expense (without limiting the City's other remedies therefore). Such clean up and removal work shall be subject to the City's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and

implementation of any remedial action plan required by a court or governmental body having jurisdiction or reasonably required by the City. If the City or governmental body arranges for any tests or studies showing that this Section has been violated, Licensee shall pay for the costs of such tests.

**IX. MISCELLANEOUS PROVISIONS**

**9.1 Costs of Enforcement.** The Licensee shall pay to the City in a timely manner all of the City's reasonable attorneys' fees, and other costs and expenses incurred to enforce the City's rights under this Agreement including, without limitation, any consequential damages.

**9.2 Severability.** If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder will not be affected thereby, each of the provisions hereof being severable in any such instance.

**9.3 No Exclusivity.** The City reserves the right to offer for sale and to sell food and/or merchandise or grant other Licensees such rights on City property within the geographic area of the Licensee's area. In addition, the City reserves the right to provide programming events in the Riverwalk common areas under existing City programs, including but not limited to programming or events managed by the Department of Cultural Affairs. The execution of this Agreement does not give the Licensee any other right with respect to the Licensee's Area. Any rights not expressly granted to the Licensee through this Agreement are reserved exclusively to City. Unless otherwise specified in this Agreement, execution of this Agreement does not obligate the City to undertake any additional duties or services.

**9.4 Third Party Use.** The City shall have no obligation to ensure that the Licensed Area is not used by entities that have not been authorized to do so nor shall Licensee have any rights against the City with respect to the same.

**9.5 Unauthorized Signage.** Without notice to the Licensee, the City shall have the right to remove, at Licensee's cost, any sign that may be erected without the approval of the City. All signage shall be in compliance with the criteria set forth in **Exhibit 9. The Riverwalk Signage criteria are subject to change and Licensee is responsible for following the most current set of Rules and Regulations.**

**9.6 Off-Season Shutdown.** Licensee must secure the Licensed Area during any extended period of non-operation, such as over the winter if operations are not year-round. This includes but is not limited to thoroughly cleaning the area and arranging for water shut-off if applicable. Storage of Licensee property onsite during non-operational periods shall only be with consent of the Commissioner, is at Licensee's own risk, and should be limited to larger items that are impractical to move and can be adequately secured. Fire hazards, food, or any items that might attract or harbor pests or rodents must not remain onsite during non-operating months.

**9.7 Disputes.** The Licensee agrees that the decision of the Commissioner relative to the proper performance of the terms of this Agreement shall be final and conclusive on the parties hereto, and shall be final and conclusive as to each matter not covered in this Agreement which may arise in connection with the privileges granted, as to each matter which is not clearly spelled out herein.



**9.8 License Rights.** This Agreement creates a temporary license only. The Licensee acknowledges and agrees that the Licensee shall not hold or claim at any time an interest or estate of any kind whatsoever in the Licensed Area by virtue of this Agreement or by virtue of the Licensee's use of the Licensed Area.

**9.9 Continuous Path.** An eight-foot wide, ADA-accessible, continuous walkway must be maintained for the entire length of the Riverwalk at all times that the Riverwalk is open to the public except as authorized by the Commissioner.

**9.10 Compliance With Public Accommodation Laws.** Licensee must comply in all respects with applicable building codes, laws, and regulations regarding non-discrimination in public accommodations and commercial facilities, including, without limitation, the requirements of the Americans with Disabilities Act of 1990, as amended ("ADA"), as amended, and all regulations issued to implement ADA.

**9.11 Civil Rights/Non-Discrimination.** Licensee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Licensed Area, (2) that in the construction of any improvements on, over, or under such Licensed Area, and the furnishing of services at such Licensed Area, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Licensee will use the Licensed Area in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 ("Title VI"), as amended, and any related regulations, as well as Section 162 (a) of the Federal-Aid Highway Act of 1973, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, the Civil Rights Restoration Act of 1987, 49 CFR Part 21, 23 CFR Part 200, USDOT Order 1050.2, federal Executive Order #12898 (Environmental Justice), federal Executive Order #13166 (Limited-English-Proficiency), as amended, and any related regulations, orders, rules, or federal policies.

Licensee must also comply with the Illinois Human Rights Act, 775 ILCS 5/1 101 et seq. as amended and any rules and regulations promulgated in accordance with it. Furthermore, Licensee must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all other applicable state statutes, regulations and other laws. Additionally, Licensee must comply with the Chicago Human Rights Ordinance, sec. 2-160-010 et seq. of the Municipal Code, as amended, and all other applicable City ordinances and rules. Further, Licensee must furnish such reports and information as may be requested by the Chicago Commission on Human Relations.

Violation of this section shall be an event of default.

**9.12 Limited English Proficiency.** The City is committed to compliance with federal Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), and related federal guidance, as well as Chapter 2-40 of the MCC, "Citywide Language Access To Ensure The Effective Delivery Of City Services." Licensee must cooperate with the City, in updating and implementing its LEP access plan(s). This may include but is not limited to collecting demographic data relating to LEP customers and otherwise complying with the plan(s).

**9.13 Non-Liability of Public Officials.** Licensee and any assignee must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this License Agreement or because of the City's execution, attempted execution or any breach of this License Agreement.

**9.14 Choice of Law.** This Agreement is governed as to performance and interpretation in accordance with the Laws of the State of Illinois, without regard to its choice of law principles. Licensee irrevocably submits itself to the original jurisdiction of the courts located in the County of Cook, State of Illinois, with regard to any controversy in connection with this Agreement. Service of process on Licensee may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Licensee, or by personal delivery on any officer, director, or managing or general agent of Licensee. If any action is brought by Licensee against the City concerning this Agreement, the action must be brought only in those courts located within the county of Cook, state of Illinois.

**9.15 Independent Contractor.** The Licensee agrees that all its actions under this Agreement shall be that of an independent contractor and that there is no, and shall be no, relationship of principal and agent between the Licensee and the City, and that this Agreement shall not be construed in any way as creating the relationship of agency, partnership or joint venture between the parties hereto.

**9.16 Entire Agreement and Amendment.** This Agreement, including all **Exhibits** attached hereto represents the entire, integrated agreement between the parties hereto with respect to the License and shall supersede all prior negotiations, representations or agreements pertaining thereto, either oral or written. The City reserves the right to amend or supplement this Agreement at any time for any subject related to the operations herein and the administration thereof or to overcome any unforeseen problems arising hereafter. From time to time, the parties hereto may administratively amend this Agreement with respect to any provisions reasonably related to the administration of this Agreement. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both parties. Such amendment(s) shall only take effect upon execution by both parties. Upon execution, such amendment(s) shall become a part of this Agreement and all other provisions of this Agreement shall otherwise remain in full force and effect.

**9.17 Waiver.** The waiver by the City of any breach, default, or noncompliance by the Licensee under the terms of this Agreement shall not be deemed, nor shall the same constitute, a waiver of any subsequent breach, default or non-compliance on the part of the Licensee.

## **X. ADDITIONAL PROVISIONS**

### **10.1 Minimum Wage**

This Agreement is subject to Mayoral Executive Order 2014-1, which provides for a fair and adequate Minimum Wage to be paid to employees of City concessionaires and their subcontractors and sublicensees. A copy of the Order may be downloaded from the Chicago City Clerk's website at:

<http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>

Licensee and any sublicensees, or subcontractors must pay the Minimum Wage as set forth in Mayoral Executive Order 2014-1 and comply with any applicable regulations issued by the Chief Procurement Officer. This requirement applies to any employee working at the Riverwalk. As of October 1, 2014, the Minimum Wage for employees to be paid pursuant to the Order is \$13.00 per hour. When the employer takes an allowance for gratuities pursuant to 820 ILCS 105/3(c), the employer shall base the calculation of amount to be paid by the employer to the employee on the minimum wage as set out in 820 ILCS 105/3 and add \$1.00 per hour to that amount: as of October 1, 2014 the resulting amount to be paid is \$5.95/hour.

Beginning on July 1, 2016, and every July 1 thereafter, these hourly wages shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or before June 1, 2016, and on or before every June 1 thereafter, the City shall make available to City Concessionaires a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

Licensee and any sublicensee, that pays an employee the wage for employees that receive gratuities shall transmit to the City, in a manner provided by regulation, substantial evidence establishing both the amount that the employee received as gratuities during the relevant pay period or periods, and the fact that the employee did not return any part of those gratuities to the Licensee, sublicensee. If Licensee or any sublicensee, is required by the Minimum Wage Law to provide substantially similar data to the Illinois Department of Labor, the City may allow compliance with this requirement by filing the same documentation with the City. The City shall utilize this data to ensure that each employee receives, in combined salary and gratuities, at least the base hourly wage required under the Order.

However, the Minimum Wage is not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

This Minimum Wage section does not apply if Licensee is a not-for-profit organization having tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code and recognized under Illinois law governing not-for-profit corporations.

**10.2 Business Relationships.** Licensee acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a

"Business Relationship" (as defined in Section 2- 156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Licensee hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

**10.3 Patriot Act Certification.** Licensee represents and warrants that neither Licensee nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment, the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

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

**10.4 Prohibition on Certain Contributions.** No Licensee or any person or entity who directly or indirectly has an ownership or beneficial interest in Licensee of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Licensee's Sublicensees, any person or entity who directly or indirectly has an ownership or beneficial interest in any Sublicensee of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Licensee and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Licensee, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Licensee represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Licensee or the date the Licensee approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Licensee shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or

(c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Licensee violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Licensee's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Licensee and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

**10.5 Waste Ordinance Provisions.** In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Licensee warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, Licensee's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit Licensee's, general contractor's and its subcontractor's duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Licensee's eligibility for future contract awards.

**10.6 Failure to Maintain Eligibility to do Business with City.** Failure by Licensee or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement and the transactions contemplated thereby. Licensee shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

**10.7 Cooperation with Inspectors General.** It is the duty of every officer, employee, department, agency, contractor, subcontractor, user of City's real property, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. The Licensee understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

**10.8 2014 Hiring Plan Prohibitions**

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

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

**C.** Licensee will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

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

**10.9 No Financial Interest.** No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the operations under this Agreement; nor shall any such official, employee, or member participate in making or in any way attempt to use her or his position to influence any City governmental decision or action with respect to this Agreement.

**10.10 Ethics.** The City and the Licensee shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

**10.11 Economic Disclosure Statement and Affidavit ("EDS").** Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago is required to complete the Disclosure of Ownership Interests in the EDS. Licensee's EDS is attached as **Exhibit 12**. Failure to provide complete or accurate disclosure will render this Agreement voidable by the City. Licensee is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Licensee in default, termination of the Agreement for default, and declaring that the Licensee ineligible for future contracts.

**10.12 Multi Project Labor Agreement (PLA).** The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City's website at: <http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>.

To the extent that any work by a Licensee or its contractors involves a project that is subject to the PLA, the Licensee must acknowledge familiarity with the requirements of the PLA and its applicability to Work under any agreement resulting from this NOA, and shall comply in all respects with the PLA.

Provided that the total project value exceeds \$25,000, Licensee shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work at the Riverwalk or within the trade jurisdiction of the signatory labor organization, to be performed at the site of construction or off-site solely for installation at the Licensed Area, (including Licensee improvements, if applicable), unless such work is performed by a person, firm or company signatory to, or to become a signatory to, the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft unions(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint Council No. 25. In the event a dispute arises with respect to the applicability of the PLA to a particular project, the parties agree to submit said dispute to final and binding arbitration before an arbiter who shall be mutually agreed to by the parties.

## **XI. NOTICES**

Notices and demands shall be served as follows:

1. By delivering them to the party personally at its business address shown below; or
2. By depositing them in the United States post-office box, enclosed in an envelope, plainly addressed to the party at its business address with postage fully prepaid; or
3. By transmitting them via email at the email address listed below:

Business address of the City of Chicago:  
Chicago of Chicago  
Department of Fleet and Facility Management  
Bureau of Asset Management  
30 North LaSalle Street, Room 300  
Chicago, Illinois 60602

Business address of the Licensee:  
**Wheel Fun Rentals IL & WI LLC,  
2101 W Rice St., Unit 303, Chicago, IL, 60622**

Email Address of the Licensee: **wheelfunrentals2@msn.com**

Notices and demands shall be deemed to have been given upon personal delivery or upon depositing of the properly addressed and stamped envelope in a U.S. mail box or by sending via email.

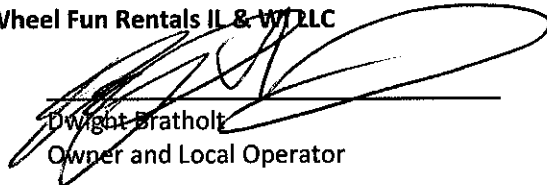
**XII. AUTHORITY**

Each of the parties to this Agreement represents that it has duly authorized the execution, delivery and performance of this Agreement and that neither such execution and delivery nor the performance of its obligations hereunder conflict with or violate any provision of law, rule or regulation, or any instrument to which it is a party or to which any of its property is subject and that this Agreement is a valid and binding obligation. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto executed this Agreement.

**LICENSEE: Wheel Fun Rentals IL & WI LLC**

By:

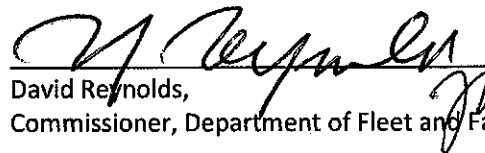
  
Dwight Bratholt  
Owner and Local Operator

Date:

4/19/16

**LICENSOR: THE CITY OF CHICAGO**

By:

  
David Reynolds,  
Commissioner, Department of Fleet and Facility Management

Date:

04/19/16



## TABLE OF EXHIBITS

Exhibit 1	Term Sheet
Exhibit 2	General Business Description, Dates and Hours of Operation, Minimum Annual Guarantee
Exhibit 3	Licensed Area to be Utilized and Type and Number of Structure(s), Stand(s), Cart(s) or Vehicle(s)
Exhibit 4	Special Provisions
Exhibit 5	Specific Products, Services, Menu, and Pricing
Exhibit 6	Standard of Service on the Chicago Riverwalk; Rules and Regulations for Operating Concession on the Riverwalk
Exhibit 7	Chicago Department of Public Health Rules and Regulations Re: Riverwalk Food Establishment
Exhibit 8	Riverwalk Venue Liquor License Ordinance
Exhibit 9	Requirements for Site Improvements, Trailers and Mobile Carts on the Chicago Riverwalk
Exhibit 10	Standard Form: License Violation Report
Exhibit 11	Insurance Requirements and Certificate of Coverage
Exhibit 12	Economic Disclosure Statement and Affidavit

**EXHIBIT ONE**

**TERM SHEET**

*The following is a summary of key provisions in this License Agreement. This summary is provided for your convenience only. In the event of a conflict between this summary and the language contained in the License Agreement, the language in the License Agreement controls.*

**Licensee Name:**

**License Term:** April 15, 2016 to January 31, 2017, unless extended to January 31, 2018. (See Section 3.2)

**Licensee Operating Season:** Minimum Season May 30 to October 2, 2016 (and May 30 to October 1, 2017 if applicable). Extended Season allows opening as early as May 1, closure as late as October 31. (See Exhibit 2)

**Extension Option:** One season, exercisable at the option of the City. Extension term ends January 31, 2018. (See Section 3.3.)

**Licensed Area Location:** 305 East Riverwalk, approximately 1940 square feet including a storage container. (See Exhibit 3)

**Permitted Use:** Operating a concession for bicycle and non-motorized vehicles.

**Days and Hours of Operation:** (See Exhibit 2)

**Fees Payable to the City:**

Minimum Annual Fee: \$24,003.00 for 2016 Season, (see Ex. 2)

Supplemental Fee: Varying percentage of gross revenues based on tiers, paid no later than January 31, 2017. (See Section 2.3)

**Utilities:** All utilities provided by Licensee.

**EXHIBIT TWO**

**GENERAL DESCRIPTION OF OPERATIONS  
DATES AND HOURS OF OPERATION  
MINIMUM ANNUAL GUARANTEE**

**General Description of Business Operations:** Concession for bicycle and non-motorized vehicles.

**Dates of Operation:** At minimum, Licensee must operate daily from Memorial Day through the first Sunday in October ("Minimum Season"). However, Licensee may optionally operate May 1 through May 29 and October 3 (October 2 in 2017 if applicable) through October 31 ("Extended Season"). During the Extended Season, Licensee may opt not to operate daily and may opt to be open only during limited hours. Further extending the season for operations during November 1 through April 30, is subject to approval of the Commissioner. Licensee acknowledges that City of Chicago activities may impede upon concession operations from time to time.

**Daily Hours of Operation:** Monday through Sunday, 9 am to 8 pm

**Minimum Annual Guarantee:**

**2016 Season:** \$24,003.00

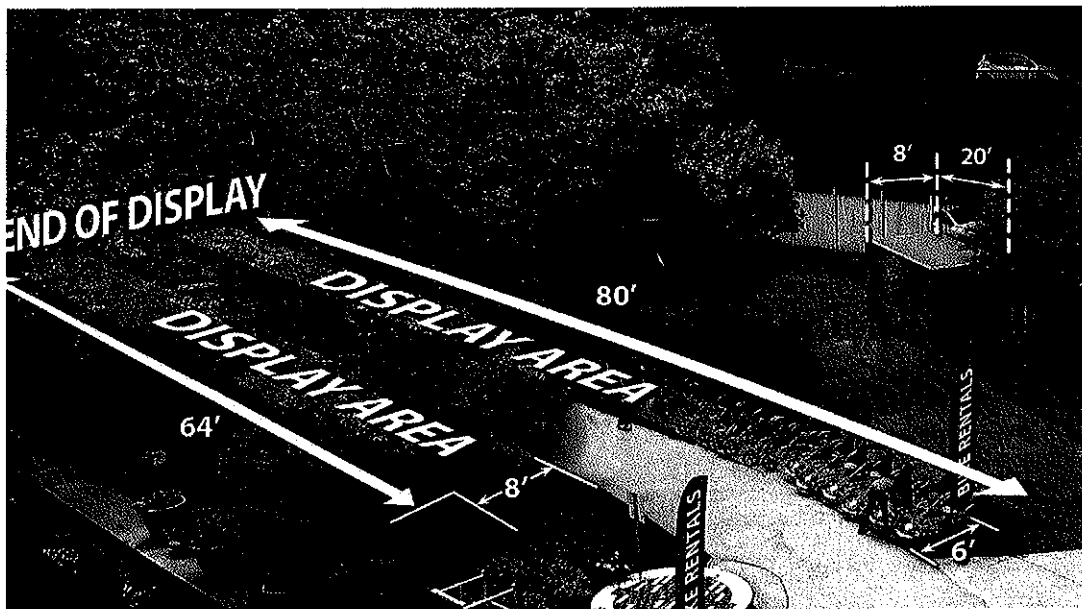
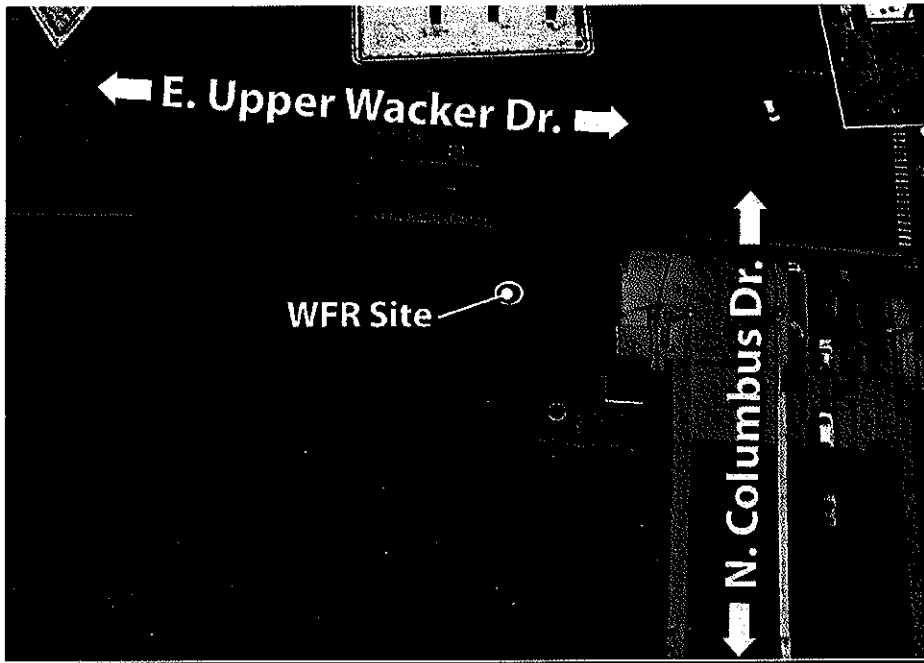
<u>Month/Year</u>	<u>Amount</u>	<u>Due Date</u>
April 2016	\$1.00	May 1, 2016
May 2016	\$3,000.00	May 1, 2016
June 2016	\$3,000.00	June 1, 2016
July 2016	\$5,000.00	July 1, 2016
August 2016	\$5,000.00	August 1, 2016
September 2016	\$5,000.00	September 1, 2016
October 2016	\$3,000.00	October 1, 2016
November 2016	\$1.00	November 1, 2016
December 2016	\$1.00	December 1, 2016

**2017 Season:** \$ \_\_\_\_\_ (if applicable):

<u>Month/Year</u>	<u>Amount</u>	<u>Due Date</u>
January 2017	\$ _____	January 1, 2017
February 2017	\$ _____	February 1, 2017
March 2017	\$ _____	March 1, 2017
April 2017	\$ _____	April 1, 2017
May 2017	\$ _____	May 1, 2017
June 2017	\$ _____	June 1, 2017
July 2017	\$ _____	July 1, 2017
August 2017	\$ _____	August 1, 2017
September 2017	\$ _____	September 1, 2017
October 2017	\$ _____	October 1, 2017
November 2017	\$ _____	November 1, 2017
December 2017	\$ _____	December 1, 2017

**EXHIBIT THREE**

**Licensed Area to be Utilized and Type of Structure, Stand, Cart of Vehicle**



**EXHIBIT FOUR**

**SPECIAL PROVISIONS**





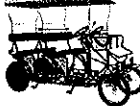



Utilities : To be paid for by Vendor. New electrical hook up will be the responsibility of the Vendor. City will continue to provide power until the new meter bank is available.

Vendor will provide a pumpkin patch program during the month of October, weather permitting.

**EXHIBIT FIVE**

**Specific Products, Services, Menu, and Pricing**

Licensee may not charge higher prices than those listed herein without City permission. Licensee may not significantly change the following services without City permission.

		<b>RENTAL RATES</b>		
		<b>1 Hour</b>		
  	<b>Single Surrey</b> <small>(3 Adults &amp; 2 Small Children)</small>	<b>\$28</b>		
	<b>Double Surrey</b> <small>(6 Adults &amp; 2 Small Children)</small>	<b>\$38</b>		
	<b>Deuce Coupe</b> <small>(2 Adults &amp; 2 Small Children)</small>	<b>\$28</b>		
	<b>Chopper</b>	<b>\$13</b>		
	<b>Quad Sport</b>	<b>\$13</b>		
	<b>1 Hour</b>	<b>Half Day</b> <small>(4 Hours)</small>	<b>Full Day</b> <small>(8 Hours)</small>	
<b>Cruiser Bike</b>	\$10	\$25	\$35	
<b>Mountain Bike</b>	\$10	\$25	\$35	
<b>Tandem Bike</b>	\$15	\$30	\$45	
<b>Kids Bike</b>	\$6	\$15	\$25	
<b>Tag-A-Long</b>	\$6	\$10	\$15	
<b>Kids Trailer</b>	\$6	\$10	\$15	

[www.wheelfunrentals.com](http://www.wheelfunrentals.com)

## EXHIBIT SIX

### Standard of Service on the Chicago Riverwalk Rules and Regulations for Operating Concessions on the Chicago Riverwalk

- (1) **Personnel.** Licensees shall provide, at their own cost and expense, a sufficient number of employees to adequately serve the public; train and closely supervise all employees so that they consistently maintain and practice a high standard of cleanliness, courtesy and service. Further, during all times that the Concession is in operation, at least one employee of Licensee who is present at the facility shall have attended an approved food service sanitation program and received a food service sanitation completion certificate certifying such attendance. Licensees shall provide the City upon its request a complete list of employees assigned to work at the facility. Such list shall include the employees' names, addresses, and job titles and shall state whether each employee is compensated by salary, commission, or both. Licensees shall not employ or otherwise engage any City employee(s) in the operation of the Concession.
- (2) **Uniforms.** All Licensee personnel on the Riverwalk shall be required to maintain minimum uniform requirements. Each individual shall wear uniform shirts and head wear that meet the following criteria: (i) shirts shall be either a collared golf shirt or sweatshirt with the Licensee's logo (T-shirts with logo silk screened on front or back are also acceptable), (ii) head wear shall be either a ball cap, visor or hair net, and (iii) colors of uniform shirts and head wear shall be submitted to 2FM for written approval. Uniforms must be maintained in a clean and sanitary condition. No excessively worn or faded clothes will be allowed. 2FM shall use its sole discretion to determine if Licensee's uniforms are acceptable. Food handlers may not wear jewelry or watches other than a plain wedding band.
- (3) **Deliveries.** All deliveries may be brought to the Licensee's Area only at times and in the manner designated by 2FM, in compliance with all Laws, and always at the sole risk of the Licensees. 2FM may inspect items brought into the Licensees' Area with respect to dangerous nature or compliance with this Agreement or applicable Laws. Licensees' use of roadways, paths, sidewalks, loading, parking, and service areas shall be subject to approval by 2FM. Parking or driving of delivery vehicles on the Riverwalk path or grass is strictly prohibited for any purpose without Commissioner approval. Violators will be subject to fines.
- (4) **Trash.** All garbage, refuse, trash, and any other waste resulting from the operation of a Concession must be kept in the kind of container, placed in the areas, and prepared for collection in the manner and at the times and places specified by the City. Maintenance and trash removal must be completed on a daily basis or more frequently if required to maintain a neat, orderly environment. Garbage shall be put into environmentally acceptable plastic bags and transported to the designated area, approved by 2FM in a closed container to prevent spilling and dripping on the Riverwalk. Licensees shall police and maintain the area within one hundred (100) feet of the Licensees' Area for all such refuse generated by its Concession.
- (5) **Cleanliness.** Licensees shall maintain, in a clean, sanitary, orderly, and inviting condition appropriate to the Riverwalk facilities and satisfactory to the City and the area within one hundred (100) feet of their facilities.
- (6) **Pest Control.** Licensees shall use, at Licensees' sole cost, such pest and rodent extermination contractor as 2FM may direct and at such intervals as either may require. Licensees shall provide 2FM

with evidence of their compliance with this provision within three (3) days after written notice from 2FM. In the alternative, from time to time, 2FM may arrange for pest control (in which case, Licensees shall pay their proportionate share of the cost thereof, or such other share as 2FM may fairly and reasonably determine to 2FM on or before the first day of each calendar month in advance).

(7) Graffiti Removal. Licensees shall maintain their facilities free of any graffiti at all times during tenant operating agreement, within 24 hours of identified graffiti, at Licensees' cost. Licensees' obligations hereunder shall include but not be limited to Licensees' walls, storefront, equipment, trade fixtures, security panels, ceilings, entrances and doors, signs, interior and exterior decorations, service counters or other areas which comprise the Licensees' facilities.

(8) Locks and Keys. Upon termination of this Concession Permit Agreement or Licensee's right to operate, Licensees shall return to 2FM all keys, and in the event of the loss of such keys shall pay 2FM for the cost to replace or to change the locking system or mechanisms remaining in place at the Licensees' Area.

(9) Trade name and Trademarks. Licensees shall use no symbol, design, name, mark, picture, likeness, or insignia adopted by 2FM without the prior written consent of 2FM.

(10) Going-Out-Of-Business Sales and Auctions. Licensees shall not use, or permit any other party to use, the Licensees' Area for any distress, fire, bankruptcy, close-out, "lost our lease", or going-out-of-business sale or auction. Licensees shall not display any signs advertising the foregoing anywhere in or about the Licensees' Area. This prohibition shall also apply to Licensees' creditors.

(11) Common Areas. Licensees shall not use common areas, including areas adjacent to the Concession facilities, for any purpose other than ingress and egress, and any such use thereof shall be subject to the terms of their Concession License Agreement. Without limiting the generality of the foregoing, Licensees shall not use the common park areas to canvass, solicit business or information from, or distribute any article or material to, other Licensees, users, patrons, or visitors to Riverwalk property. Licensees shall not allow anything to remain in any passageway, sidewalk, court, path, roadway, corridor, patio, entrance, exit, or other area outside of the Licensees' Area.

(12) Signage. Licensee shall display at the concession location at all times the required Chicago Department of Health certificate or C.P.D. Health Authority license. Licensees shall place no sign or advertisement upon any property of the Riverwalk or upon any vehicle operated by Licensee or any structure, stand, trailer, or cart occupied by it under the terms of their Concession Permit Agreement except as shall first have been approved in writing by 2FM. 2FM will approve the final Licensees' signage size and sign panel proportion to the facility. In addition, the Licensee shall be required to display at all times a standard sign stating the dates and daily hours of operation as outlined in Rider One. The dates and daily hours of operation sign shall be incorporated into the Licensee's facility in proportion to the size of the facility. Signage other than the approved product price board required below will not be permitted in any other locations unless approved by 2FM.

(13) Product Price Board. Licensees shall provide a singular product price board, attractively designed and professionally fabricated, listing all the products or services available and the cost of these items. The board is to coordinate with the appearance and design of the facility. The product price board must contain the Licensees' hours of operation as provided for in the Concession Permit Agreement. In addition, the product price board must contain the telephone number designated by



2FM for the public to contact in the event a sales receipt was not issued by the Licensees or to communicate about service, cleanliness, or conduct of employees of the Licensees. The product price board and the installation location shall be reviewed and approved in writing by 2FM prior to fabrication. Additional signage including but not limited to: hand made signs; product photographs; today's special items; banners; non-professionally designed or fabricated signs of any type, are not permitted for use unless specifically approved by 2FM in writing.

(14) **General Repairs and Maintenance.** Licensees shall, at their own expense, at all times during the term of the Concession Permit Agreement outlined in Section I, Article D, keep the facilities and appurtenances thereto, in good working order, repair, and condition (which condition shall also be clean, sanitary, safe, sightly and free of pests and rodents). Licensee's obligations hereunder shall include but not be limited to Licensees trade fixtures and equipment, roof above the facility, ceilings, interior and exterior walls, entrances, signs, interior decorations, floor-coverings, wall-coverings, entry and interior doors, exterior and interior glass, plumbing fixtures, light fixtures and bulbs, keys and locks, fire extinguishers and fire protection systems, and equipment and lines for water, sewer, including the sewer lines exclusively serving the facilities, including meters and switches therefore, HVAC, electrical, gas, sprinkler and mechanical facilities and other systems and equipment which serve the facility exclusively whether located within or outside the facility, and all alterations and improvements to the facility whether installed by Licensee or the City. Any repairs or other work to be performed by Licensee shall be reviewed and approved in writing by 2FM prior to performing the work. Licensee shall at 2FM's option perform or reimburse 2FM for any repairs, maintenance and replacements to areas outside the facility caused as a result of moving goods, fixtures, or other personal property to or from the facility, or otherwise caused by Licensee or any other occupant of the facility, or any of their employees, agents, invitees or contractors. Licensees that operate their facilities, as restaurants pursuant to their Concession Permit Agreement shall provide to the City upon demand, proof that monthly cleaning and maintenance of all kitchen exhaust ductwork has been performed and a suitable contractor has cleaned grease interceptors located within the Licensees' Area. A suitable contractor shall be one who is bondable and capable of performing Licensees' obligations hereunder. The City reserves the right to inspect facilities, after 24 hours verbal or written notice.

(15) **Prohibited Activities.** Licensees shall not: (i) use strobe or flash lights in or on City Property or in any signs therefore, (ii) use, sell, or distribute any leaflets, handbills, bumper stickers, other stickers or decals, balloons or other such articles at the facility(or other areas of City property), (iii) operate any loudspeaker, television set, phonograph, radio, CD player or other musical or sound producing instrument or device so as to be heard outside the facilities, (iv) make or permit objectionable noise, vibration or odor to emanate from the facilities or any equipment serving the same, (v) do or permit anything to be done upon the Licensees' Area in any way tending to disturb, bother or annoy any other Licensees or visitors of Riverwalk property or the occupants of neighboring property.

(16) **Roof and Projections.** Licensees shall not install any aerial, antennae, satellite dish or any other device on the roof, exterior walls, canopy, or other areas of the facilities without the written consent of the City.

(17) **Unattended Licensee's Area.** Before leaving the facilities unattended, Licensees shall secure all doors or other means of entry to the facilities and shut off all lights (except signs required to be illuminated, if any), water faucets and other utilities in the facilities (except heat to the extent necessary to prevent the freezing or bursting of pipes). This provision shall not imply that the Licensees may leave

their facilities unattended in violation of the operating requirements set forth in their Concession Permit Agreement.

(18) **Plumbing Equipment.** The toilet rooms, urinals, washbowls, drains and sewers and other plumbing fixtures, equipment and lines shall not be misused or used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein, and Licensees shall properly install, maintain, clean, repair and replace adequate grease traps.

(19) **Utility Equipment.** All utility equipment of Licensees such as portable generators, propane tanks, battery systems, cables, lines, and other such equipment shall be placed only in those areas as specified and approved in writing by the City.

(20) **Security.** All security personnel of Licensees (or contractors who provide such service for Licensees) must be approved by the City and shall be required to adhere to the security policies and guidelines established by the City and the Chicago Police Department, which may be revised from time to time.

(21) **Parking.** Parking on grass or within the Riverwalk or for extended periods of time in the Loading Areas is strictly prohibited. There are no parking facilities available within the Riverwalk.

(22) **Snow and Ice Control.** Licensees shall be responsible for ensuring that the Licensee's Area and those areas of ingress and egress to the facilities are kept free of snow and ice during approved dates of operation designated in their Concession Permit Agreement.

(23) **Responsibility for Compliance.** Licensees shall be responsible for ensuring compliance with these Regulations, as they may be amended, by Licensees' employees and as applicable, by Licensees' agents, invitees, contractors, subcontractors, and suppliers.

(24) **Glass Containers.** Licensees shall not sell beverages or other items in glass containers unless they have met all the Department of Health requirements for the sanitary handling of glass containers.

(25) **Goods and Services.** Licensees shall assure that all goods and services sold to the public are of the best quality.

(26) **Food Service Only Rules and Regulations.** All Licensees that serve food shall also comply with the Chicago Department of Public Health Rules and Regulations for Food Service.

(27) **Boat Docking-** Boat docking is not permitted unless specifically licensed by the City of Chicago in conjunction with all applicable State and Federal permits. Tie ups for business located within the Riverwalk are not allowed unless approved by 2FM.

## EXHIBIT SEVEN

### Chicago Department of Public Health Rules & Regulations Re: Riverwalk Food Establishments

Each Riverwalk Food Establishment must hold in good standing a license in accordance with sections 4-60-010, 4-60-074, and 4-60-100 of the Municipal Code of Chicago, and abide by the provisions of that code section during events. A Riverwalk Food Establishment can operate in a safe manner if performed in accordance with the *Food Service Sanitation City of Chicago Municipal Code Chapters 4-8, 7-38, 7-40, 7-42* and the *Chicago Board of Health Rules and Regulations* that are established to control and minimize the contributing factors of foodborne disease identified in these rules and regulations.

The Department may, without warning or hearing, suspend any permit to operate a Riverwalk Food Establishment, if the vendor does not comply with the requirements of these regulations; fails to correct violations of these regulations within the time frame specified in an inspection report; or fails to comply with the lawful directives of the Department. The Department shall suspend the license of a Riverwalk Food Establishment whenever the operation constitutes a substantial hazard to public health. The license suspension is effective upon service of written notice. When a license is suspended, the food service operations shall immediately cease.

- I. Definitions
- II. License Application
- III. Plan Requirements
- IV. Restricted Operations
- V. Base of Operations
- VI. Location
- VII. Facility
- VIII. Food and Beverage
- IX. Food Protection
- X. Personnel
- XI. Equipment
- XII. Cleaning of Equipment and Surfaces
- XIII. Waste Disposal

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#### I. Definitions

"DBA" means the Department of Business Affairs and Licensing

"Department" means the Department of Public Health

#### II. License Application

- A. The Riverwalk Food Establishment application must be submitted to DBA prior to the proposed date of opening for the business. The Riverwalk Food Establishment license will not be available on the day an application is submitted.
- B. Upon application for license with the Department of Business Affairs and Licensing (DBA), a set of plans shall be submitted to DBA in accordance with the criteria.
- C. At all times during hours of operation and preparation for operation, at least one employee must hold a Food Service Managers Certificate. For establishments preparing food out of doors, at all times during hours of operation and preparation for operation, at least one employee must hold a Summer Festival Food Vendor Sanitation Certificate.
- D. All applicable certificates in II.C. above shall be submitted upon application for a business license.
- E. A certificate of insurance evidencing Commercial General Liability coverage is required for each vendor. Each application must also include a copy of a current (no more than 6

months), passing Sanitation Health Inspection Report from the local inspecting agency. The application will be reviewed by DBA and then forwarded to the Department for its approval.

- F. The Department, prior to a license being issued, must approve all menu items. DBA will contact the license applicant upon license approval. The vendor must comply with all DBA licensing requirements.

### **III. Plan Requirements**

The applicant for a license to operate a Riverwalk Food Establishment shall provide to DBA the following information that will be forwarded to the Department:

#### **Servicing by Support Base Food Establishment**

- A. The submittal of menus, number of anticipated customers, and frequency of operation. Type and volume of food and/or beverages to be served, held, prepared, packaged, or otherwise provided for human consumption. The frequency of support functions would be on a case-by-case basis to comply with the *Food Service Sanitation City of Chicago Municipal Code Chapters 4-8, 7-38, 7-40, 7-42* and the *Chicago Board of Health Rules and Regulations*
- B. Equipment used to serve, hold, prepare, package, or otherwise provide food for human consumption
- C. Location of operation
- D. Adequate and convenient hand washing and toilet facilities
- E. Source of water
- F. Methods of liquid and solid waste disposal
- G. Copies of copies of each valid Food Service Sanitation Managers Certificate and copies of each person's Summer Festival Food Vendor Sanitation Certificate for the current year, when applicable

### **IV. Restricted Operations**

The menu of a Riverwalk Food Establishment must be limited to pre-cut or pre-washed foods that have been obtained from a licensed food establishment; food that is prepared and packaged in individual servings; and, any potentially hazardous foods must be cooked or prepared to order. Only those potentially hazardous foods requiring limited preparation, i.e., prepared at a licensed facility, properly cooled, stored, and transported, can be prepared or served. Foods that present a high relative risk of causing foodborne illness, including but not limited to raw marinated fish, raw molluscan shellfish, steak tartare, lightly cooked fish, rare meat, and soft cooked eggs, may not be served at Riverwalk Food Establishments.

### **V. Base of Operations**

Riverwalk Food Establishments shall operate from a licensed commissary or other fixed food service establishment, and shall report at least daily to such location for all supplies, and for all cleaning and servicing operations. The base of operation must be of such size and scope as to accommodate its own operation, as well as support the needs of the Riverwalk Food Establishment. The commissary or other fixed food service establishment shall be licensed and operated in compliance with the Food Service Sanitation City of Chicago Municipal Code Chapters 4-8, 7-38, 7-40, 7-42 and the Chicago Board of Health Rules and Regulations. The commissary or other fixed food establishment is responsible for ensuring that the Riverwalk Food Establishment operates in compliance with the local code, and all relevant rules and regulations.

### **VI. Location**

A Riverwalk Food Establishment may only operate on property where a Riverwalk Venue liquor license is allowed in accordance with Code section 4-60-074.

### **VII. Facility**

#### **Structural Components for the Riverwalk Food Establishment**

All usual and customary public health risks must be evaluated when assessing an outdoor cooking operation with the additional consideration of exterior environmental factors. The structural requirements for the outdoor site are dependent on whether there will be cooking only or food preparation, cooking, storage,

and/or service at the Riverwalk Food Establishment. If food is being prepared, held, and/or served at the outdoor site, there should be a greater level of structural protection. The Chicago Department of Public Health will have to assess the environmental factors to determine the extent of protection necessary. The following are minimum standards:

- **Floors**  
Floor surfaces in Riverwalk Food Establishment will be consistent with the requirements for temporary food establishments. (1) If graded to drain, a floor may be concrete, machine-laid asphalt, or dirt or gravel if it is covered with mats, removable platforms, duckboards, or other suitable approved materials that are effectively treated to control dust and mud.
- **Walls**  
If there is cooking only at the Riverwalk Food Establishment, walls are not required in most circumstances. If there is any food preparation, service, storage and/or hot or cold holding performed at the outdoor site, consideration must be made to environmental conditions to provide adequate food protection. This may be accomplished through use of tents with sides, screening, air curtains, vermin-resistant facilities, or other methods in accordance with the *Food Service Sanitation City of Chicago Municipal Code Chapters 4-8, 7-38, 7-40, 7-42* and the *Chicago Board of Health Rules and Regulations*
- **Overhead Protection**  
Each individual piece of cooking equipment must be separately covered (cooker top, chafing dish lid, etc.) or all uncovered pieces must have overhead protection. Examples of acceptable overhead protection are tent, canopy, awning, table-type umbrella, or a permanent structure. The presence of overhead protection, such as a tent or canopy, does not preclude circumstances in which protection of individual food containers is also required.
- **Ventilation and Fire Protection**  
The Riverwalk Food Establishment shall meet the requirements of ventilation that comply with the applicable requirements of the ventilation and fire prevention codes of the City of Chicago and the regulations published by the Board of Health.
- **Lighting**  
Adequate lighting by artificial or natural means is to be provided. The lighting intensity shall be consistent with *Food Service Sanitation City of Chicago Municipal Code Chapters 4-8, 7-38, 7-40, 7-42* and the *Chicago Board of Health Rules and Regulations*.

#### VIII. Food and Beverage Service

- A. Only those potentially hazardous foods requiring limited preparation, i.e., prepared at the licensed facility, properly cooled, stored, and transported, may be prepared or served.
- B. All food shall be clean, wholesome, and free from contamination, adulteration and misbranding.
- C. All food and drink sold or served must originate from licensed food sources.
- D. All fruits and vegetables, for cooking and ready-to-eat, must be washed with clean drinking water prior to service.
- E. All unapproved menu items that are offered to the public shall be destroyed, and the vendor's permit to operate will be suspended.
- F. No food or drink cooked or prepared in the home or other unlicensed facility (home canning and baking included) may be sold, served or given away.
- G. Only clean drinking water, such as commercially bottled drinking water, may be used for food preparation tasks, cooking, cleaning and hand washing.

- H. The Department may prohibit the sale of some or all potentially hazardous foods, or may waive or modify requirements of these rules and regulations when in his opinion a health hazard is not likely to result from such modification.
- I. All perishable foods shall be stored in a manner to protect against spoilage. Refrigeration is required. Cold packs, ice and dry ice are also recommended. Hot holding facilities are required.
- J. All potentially hazardous foods requiring refrigeration must be maintained at an internal temperature of 40° F or below.
- K. Overnight storage refrigeration and freezer trucks must be monitored and kept secure. Temperatures must be taken every two-hours. Temperatures must be recorded throughout the day on a log and made available for review by the sanitarian. The log must be kept for 30 days. Each log shall list the item being checked, the date and time temperature taken, and the corrective action taken if the temperature does not meet the requirement.
- L. All beverages must be sold in the original container or from dispensers filled in licensed facilities. Food not in an original container shall be properly labeled.
- M. Food operation/menu will be limited based on availability of City water under pressure and public sewage disposal.

**IX. Food Protection**

**A. General Provisions**

1. All food must be shielded from the public with some type of protective covering, such as a sneeze guard or be displayed at least six (6) feet from the public to prevent malicious handling or contamination.
2. Customer self-service is prohibited.
3. All perishable foods shall be stored in a manner to protect against spoilage. Refrigeration is required. Cold packs, ice and dry ice are also recommended. Hot holding facilities are required.
  - a. All potentially hazardous foods requiring refrigeration must be maintained at an internal temperature of 40° F or below.
  - b. Hot foods, after appropriate cooking, shall be kept hot (>140° F or above) until served.
  - c. Precooked food (permitted only from licensed facilities) must be rapidly reheated to at least 165° F prior to hot holding or service.
4. Ice shall be obtained from a licensed commercial source in either chipped, crushed or cubed form and shall be received in single use closed bags. Ice must be stored in clean and sanitized storage containers that are self-draining and easily cleanable. The ice must be protected from dust, insects and other potential contaminants.
5. All food and single service articles shall be stored off the ground, e.g., on pallets or shelves 6" above ground, and shall be covered to prevent contamination by dust, insects, rain and other contaminants.
6. Storage of food in undrained ice is prohibited, except that cans of non-potentially hazardous beverages, e.g., soft drinks, beer, may be so stored when the water contains at least 100 ppm chlorine (1 tablespoon household bleach per gallon of water) and is changed at least twice daily or more if needed to maintain the chlorine sanitizer at that level. Chlorine test strips shall be provided at each booth to test that the chlorine in the water is at least 100 ppm.
7. The food preparation area shall be washed and sanitized after each use to minimize cross-contamination.
8. Frozen potentially hazardous foods shall be thawed in a mechanical refrigerator (40° F or below), or in cold running potable water at a licensed facility, or cooked frozen.

9. All potentially hazardous foods must be cooked to the required internal temperature. Improperly cooked product will be disposed of.
  - a. Foods must be cooked to the proper temperature; poultry and stuffed meats shall be cooked to an internal temperature of 165° F for 15 sec.
  - b. Pork and hams – 155° F.
  - c. Beef – 155° F.
  - d. Beef Steaks – 145° F for 15 sec.
  - e. Fish – 145° F for 15 sec.
10. Condiments, e.g., catsup, mustard, sugar, shall be individually packaged or dispensed from a container, such as a squeeze bottle or pump dispenser that protects the condiment from contamination. Other condiments such as chopped onions, pickles, hot peppers, etc., shall be dispensed in individual packages or portions. Condiments shall be properly labeled and monitored to prevent malicious contamination.
11. No bare hand contact with ready-to-eat foods is allowed. All ready-to-eat foods and ice shall be handled with gloves, scoops, tongs, spoons, deli paper or other appropriate utensils. Ice shall not be hand-dipped or dispensed by dipping into the ice with a glass or cup; ice tongs or scoops are required.
12. Serving utensils shall be stored either:
  - a. In food with the handle extending out of the food;
  - b. Stored on a clean surface; and,
  - c. Clean and dry.
13. All foods must be removed from the booth at the end of the day. Leftover prepared foods, i.e., egg based batters, shall be properly disposed of at the end of each day. No re-service of leftovers is permitted.
14. Each mechanically refrigerated unit shall be provided with a thermometer that is accurate to  $\pm 2^\circ$  F.
15. Each stand that serves potentially hazardous foods shall have and use a metal stem-type food thermometer to assure the attainment and maintenance of the temperature requirements. This thermometer shall be numerically scaled in  $2^\circ$  F increments from at least  $0^\circ$  F to  $185^\circ$  F, and be accurate to  $\pm 2^\circ$  F.
16. All vehicles used for storage of food must be secured and monitored at all times. The temperature of each vehicle shall be monitored, as evidenced by a written log maintained by the vendor for 30 days and open to inspection at all times by the Department, to ensure product safety.

#### **B. Transportation of Food**

1. Vehicles transporting food shall be constructed so that the portions of the vehicle that contain food shall be covered so that no dust will settle on the food.
2. Each vehicle shall be kept in a clean and sanitary condition, and protected from contamination.
3. Each vehicle shall be kept in good operating condition.
4. Refrigeration equipment shall conform to all standards in code 7-38-040.
5. No domestic or wild animals, bird or fowl shall be permitted in any area where food is stored.
6. Hazardous nonfood items such as detergents, insecticides, rodenticides, plants, paint and paint products that are poisonous or toxic in nature shall not be stored in the food and equipment storage area of the vehicle.

7. While being stored during transportation, all food shall be stored at 40°F or less; and all frozen food shall be stored at 0° F or less.
8. All unwrapped or unenclosed foods shall be protected from contamination, public handling, dust, dirt and insects.
9. Packaged food or drink shall not be stored in contact with undrained ice or water.

**C. Toxic Compounds**

1. Toxic chemicals, such as Chlorine, must be properly labeled and handled to prevent contamination.
2. Toxic chemicals shall be in a secured location and kept apart from food.
3. Pesticides shall be under the general control of the person-in-charge and secured in a general location.

**D. Pest Control**

1. All reasonable control measures shall be used to effectively minimize and eliminate the presence of rodents, flies, roaches and other vermin on the premises.
2. Where flies are prevalent, all openings to the outer air shall be effectively screened with 16-mesh wire or plastic cloth. All doors shall be self-closing and screen doors to the open air shall open outward. In cases of other unprotected openings, properly operating and approved air curtains or fans of sufficient power, or other approved means to prevent the entrance of flies shall be used.
3. Windows, doors, skylights, transoms and other opening shall be screened. Screens shall be tight fitting and free from holes.

**X. Personnel**

- A. All persons who are employed in any capacity in a food establishment shall wash their hands thoroughly in an approved hand washing facility using warm water and a suitable soap or detergent, rinsing and drying with sanitary toweling or an approved drying device before starting or returning to work and as often as necessary to maintain a high degree of personal cleanliness and conform to hygienic practices while on duty. All employees shall wash their hands after using the toilet facilities, and after handling garbage, unclean utensils or other contaminating conditions.
- B. No person affected with or carrying any disease in a communicable form, or affected with boils, infected wounds, sores, acute respiratory infection or intestinal disorder shall work in any area of a food establishment in any capacity in which there is a likelihood of that person contaminating food or food-contact surfaces with pathogenic organisms or transmitting disease to other persons. It shall be unlawful to employ any person known or suspected of being affected with any such disease or condition in such an area or capacity, and if the person in charge of any such food establishment suspects that any employee has contracted any disease, he shall notify the department of health immediately.
- C. Fingernails shall be cleaned and trimmed; excessive jewelry shall not be worn.
- D. Hands and arms shall be washed with clean hot and cold water and soap, before starting work, after using the toilet, handling money, handling raw products, coughing and sneezing and as frequently as necessary to maintain clean hands and arms.
- E. Each such sink shall be properly connected to a potable water supply. The waste drainage from the sink shall flow to an approved waste retention tank only. All plumbing shall be in compliance with all plumbing provisions of the Municipal Code of Chicago.
- F. Hand washing facilities shall be provided in a convenient location and used in each facility. The minimum acceptable arrangement shall be a hand washing station, hot and cold potable water, soap, and paper towels. Common towels are prohibited.



- G. Personnel shall wear clean outer clothing. No sleeveless shirts, such as tank or halter-tops, are permitted. Bare midriffs are not allowed.
- H. Personnel shall wear effective hair restraints, such as hairnets or billed "baseball caps" where the hair is covered and contained. Visor caps or hair spray are not considered adequate. Mustache or beard restraints shall be used for any facial hair exceeding one (1) inch in length.
- I. Eating, drinking, smoking or other use of tobacco is prohibited in the food preparation area.
- J. Without exception and at all times food is being handled, a person who has completed the Food Service Sanitation Managers Certificate must be present at the Riverwalk Food Establishment. For establishments preparing food out of doors, at all times during hours of operation and preparation for operation, at least one employee must hold a Summer Festival Food Vendor Sanitation Certificate. Both certificates must be valid for the current year and be posted during hours of operation. Riverwalk Food Establishments without such supervision shall be immediately suspended.

**XI. Equipment**

- A. Only single-service customer utensils (forks, spoons, knives, cups and plates) shall be provided to the customer. No single-service article may be reused.
- B. Single-service articles shall be stored off the ground and protected from contamination during storage and dispensing. The utensils shall be dispensed handle-first from containers.
- C. Single-service cups shall be dispensed from an approved tube dispenser or from the original plastic shipping wrap surrounding each stack of cups. The cups shall be dispensed in a manner that prevents contamination of the interior or exterior lip of the cup.
- D. Food contact equipment and surfaces shall be smooth, easily cleanable, nonabsorbent, in good repair, and of food-grade material. Chipped or glazed enamelware, galvanized surfaces, and non-food grade wood surfaces, i.e., not an approved wooden cutting board, are not approved food contact surfaces. Wooden daubers are prohibited.
- E. Cooking surfaces shall be cleaned at least once a day, and more frequently if needed.
- F. Wiping cloths used for cleaning food contact and non-food contact surfaces shall be kept clean and dry.
- G. Containers of sanitizer shall contain a sanitizing solution of 100 ppm chlorine (1 tablespoon per gallon of water). The water shall be changed every four (4) hours during operation or more frequently as needed. The department must approve the use of other sanitizers.

**XII. Cleaning of Equipment and Surfaces**

- A. Equipment, utensils, and food-contact surfaces shall be smooth, easily cleanable, durable, in good repair, easily accessible for cleaning, non-toxic, corrosion resistant, and non-absorbent.
- B. On-site dishwashing is not permitted; vendor must supply enough sanitized equipment and utensils such as, cutting boards, blenders and tongs, to meet the daily needs. All dirty utensils and equipment must be taken to the base operation for washing, rinsing and sanitizing daily or as often as needed.
- C. All equipment shall be maintained in a clean and sanitary manner.

**XIII. Waste Disposal**

- A. Waste water – A minimum of one 55-gallon drum open at one end covered with tightly fitted 1/4" mesh screening shall be required of each vendor to receive food preparation waste water and covered with a lid before use. Each waste water drum (including beer icing barrels) shall be pumped out nightly by a contractor who has vacuum truck equipment. The accumulated water must be delivered to the Metropolitan Water Reclamation District for Disposal.

- B. Waste of any kind may not be disposed of in the public sewers, on the ground, or in any public body of water.
- C. Cooking oils and grease – Each vendor who performs deep-frying shall be required to provide one (1) open end 55 gallon drum with a solid lid in which all generated waste oil and grease will be disposed. A grease-rendering contractor for proper disposal shall collect this waste nightly.
- D. Charcoal ash – Any vendor who operates a charcoal fire cooking table shall be required to provide one open-end 55-gallon drum with a tightly fitting lid for ash disposal.
- E. Container identification – The purpose of each drum shall be clearly marked on its side and each shall be color coded as follows:
  - 1. Blue – waste water
  - 2. Black – grease
  - 3. Red – charcoal/ash waste
  - 4. Yellow or brown – trash

## EXHIBIT EIGHT

### RIVERWALK VENUE LIQUOR LICENSE ORDINANCE

#### 4-60-074 Riverwalk Venue liquor licenses – Special conditions.

(a) In addition to the other categories of licenses authorized under this chapter, the local liquor control commissioner may issue Riverwalk Venue liquor licenses. Provided, however, that no Riverwalk Venue liquor license shall be issued under this section unless: (1) the applicant holds a valid retail food establishment license and a valid retail consumption on premises liquor license at another location within the city; or (2) if the applicant does not hold a valid retail food establishment license and a valid retail consumption on premises liquor license at another location within the city, the location identified in the liquor license application has adequate plumbing facilities within the meaning of Section 7-38-030 and otherwise complies with all requirements of this code applicable to retail food establishments under Article I of Chapter 7-38 of this code, including all rules and regulations promulgated thereunder by the board of health.

(b) A separate Riverwalk Venue liquor license shall be required for each outdoor location from which sales of alcoholic liquor are made on the Chicago Riverwalk. In addition to the information required under Section 4-60-040, an application for a Riverwalk Venue liquor license shall: (1) designate the specific site at which the applicant intends to sell alcoholic liquor; (2) designate any area where liquor will be sold, if such area is not part of a restaurant or tavern; and (3) designate the location at which the licensee will clean glasses and utensils used in the service of alcoholic liquor. The fee for a Riverwalk Venue liquor license shall be the same as the fee for a consumption on the premises-incidental activity license.

(c) Except as otherwise provided in subsection (k) of this section, Riverwalk Venue liquor licenses may authorize the sale of beer, wine and spirits at the approved location. Persons holding a Riverwalk Venue liquor license are authorized to serve alcoholic liquor indoors and outdoors at the approved location. Any approved location outdoors where alcoholic liquor is sold or served shall be clearly demarcated in a manner that effectively isolates such location from thru-traffic by nonpatrons of the licensed venue.

(d) A Riverwalk Venue liquor licensee shall be subject to all provisions of this chapter with the following exceptions:

(1) Subsections (e) and (f) of Section 4-60-040; the 35-day review period of subsection (h) of Section 4-60-040; and Section 4-60-050.

(2) A Riverwalk Venue licensee shall not be required to maintain facilities for the cleaning of glasses and utensils at the point of sale as otherwise required under subsection (a) of Section 4-60-100, if the licensee serves food and alcoholic liquor in disposable containers only.

(e) A Riverwalk Venue liquor licensee shall (1) maintain at the licensed venue adequate handicap-accessible portable toilet and hand-washing facilities distributed equally between genders and consisting of water closets or chemical closets equipped with a sink or hand-sanitizer-gel-dispensers; and (2) comply with all the health, sanitary and inspection requirements of Chapter 4-8 of this code. Provided, however, that item (1) of this subsection shall not apply if the licensed venue has toilet and hand-washing facilities meeting the applicable requirements of Sections 18-29-403.1 through 18-29-403.6 and Section 18-29-404.

(f) No Riverwalk Venue licensee shall serve or permit the service of alcoholic liquor outdoors between the hours of 11:00 P.M. and 11:00 A.M.

(g) (1) Except as otherwise provided in paragraph (2) of this subsection (g), no Riverwalk Venue licensee shall sell or offer for sale any package goods.

(2) A Riverwalk Venue licensee shall be permitted to sell or offer for sale packaged wine if the packaged wine is: (i) produced or manufactured by the licensee only, at a properly licensed location in Chicago other than the Chicago Riverwalk, by a business licensed to sell food and alcohol on the Chicago Riverwalk; and (ii) available only for purchase at the business location in Chicago where the packaged wine was produced or manufactured, or at any of the business's other Chicago locations, including its licensed location on the Chicago Riverwalk; and (iii) sold in a corked, unbroken and sealed 750 milliliter ("ml") glass bottle with an alcohol concentration between 5 percent and 20 percent; and (iv) affixed with a federally approved label; and (v) sold or offered for sale in compliance with all applicable Federal, State and local laws pertaining to such sales or offers; and (vi) purchased during the Riverwalk Venue licensee's normal business hours, but, in no event, before 11:00 A.M. or after 9:00 P.M.; and (vii) before completion of any sale, placed for transport in an opaque carryout bag provided by the licensee; and (viii) not accompanied by the sale, giveaway or distribution of any drinking container or corkscrew or other opening device. It shall be unlawful for any Riverwalk Venue licensee to sell or to offer for sale packaged wine in violation of any requirement set forth in items (i) through (viii), inclusive, of this paragraph (2). In addition, Riverwalk Venue licensees who sell or offer for sale packaged wine at their licensed venue shall have an affirmative duty to: (A) train their service staff to inform customers that it is illegal to drink alcoholic liquor on the Chicago Riverwalk, and (B) to post legible and clearly visible signage, in a conspicuous place on all venue exits and in each bay of operation, stating that: "All retail wine purchases are for off-site consumption only - No open containers beyond this point."

(h) No Riverwalk Venue licensee shall sell or offer for sale any food other than prepackaged and non-perishable foods as defined in Section 4-8-010, unless (1) such food is prepared at a venue holding a valid retail food establishment license under Chapter 4-8 and the venue at which such food is prepared meets the requirements of Article I of Chapter 7-28 of this code, including all rules and regulations promulgated thereunder by the board of health; or (2) the location identified in the liquor license application has adequate plumbing facilities within the meaning of Section 7-38-030 and otherwise complies with all requirements of this code applicable to retail food establishments under Article I of Chapter 7-38 of this code, including all rules and regulations promulgated thereunder by the board of health. Foods prepared at a venue meeting the requirements of item (1) of this subsection may be refrigerated or heated, as applicable, and sold or offered for sale at a venue licensed under this section, if the applicable food handling and sanitation requirements set forth in Sections 7-38-005 through 7-38-025 are met. In addition, unless a Riverwalk licensee has a valid retail food establishment license for a Riverwalk Venue, no Riverwalk Venue licensee shall sell or offer for sale any food at a Chicago Riverwalk Venue without obtaining a multiple special events food license and, otherwise complying with Section 4-8-040 and applicable rules and regulations.

(i) No Riverwalk Venue licensee shall sell or serve alcoholic liquor on the licensed premises unless regular food service is also available to patrons at all times that alcoholic liquor is sold or served. All drinks containing alcoholic liquor must be served and consumed on site.

(j) No Riverwalk Venue licensee shall allow seating at any bar located outdoors. Service bars only may be provided outdoors. Bars with seating may be provided indoors.

(k) No Riverwalk Venue licensee shall sell or serve spirits by the bottle.

(l) No Riverwalk Venue licensee shall broadcast music, announcements or other disruptive sounds or offer live music or entertainment between 8:30 P.M. and 11:00 A.M., or violate any limitation on noise or vibrations set forth in Chapter 11-4 of this code. Provided, however, that emergency broadcasts may be made.

(m) For purposes of this section:

"Approved location" means the location identified in the site plan submitted and approved for use in the original license application, unless notice of any proposed change is given to the department, 30 days in advance of the proposed change, and the proposed change is approved by the local liquor control commissioner.

"Chicago Riverwalk" has the meaning ascribed to the term in section 2-32-1300(a).

"Heated" means warmed in or on an oven, microwave, indoor or outdoor barbeque grill or similar object.

"Retail food establishment license" means a license issued under Chapter 4-8 of this code.

"Spirits" has the meaning ascribed to the term in Section 3-44-020.

(Added Coun. J. 1-9-08, p. 18918, § 2; Amend Coun. J. 11-8-12, p. 38872, § 55; Amend Coun. J. 3-13-13, 47545, § 1002; Amend Coun. J. 4-15-15, 106578, § 3; Amend Coun. J. 9-24-15, p. 6982, § 1; Amend Coun. J. 10-28-15, p. 11951, Art. X, § 8)

## **EXHIBIT NINE**

### **Requirements for Site Improvements, Trailers and Mobile Carts on the Chicago Riverwalk**

#### **Introduction**

This document is intended to provide Licensees, their designers and contractors with information required for the design and construction of their Licensed Area within the Chicago Riverwalk. Site improvements proposed by Licensees should be reflective of the intent of the Guiding Principles of the Riverwalk. Any construction, renovation or installation of structures or facilities for the Chicago Riverwalk shall be in conformance with these guidelines and require prior City approval.

Please use the information provided in this document when preparing your proposal for operations along the Riverwalk which includes site improvements, trailers and/or mobile carts.

Licensee is responsible for reviewing, understanding and incorporating as part of its design all applicable current federal state and local laws, codes, ordinances, and/or regulations applicable to their operations.

These laws include, but are not limited to:

- Municipal Code of the City of Chicago
- City of Chicago Building Code
- City of Chicago Department of Health Regulations
- Americans with Disabilities Act
- Illinois Accessibility Code
- United States Coast Guard and Army Corps of Engineers
- All federal, state and local environmental laws

Review of Licensee's documentation by 2FM and/or its designated representative does not relieve Licensee of its responsibility to comply with all applicable laws and requirements.

Whenever possible, 2FM will share existing drawings and available information with the Licensee. 2FM will make its best efforts to provide the most current information available but does not warrant the accuracy or completeness of same; the Licensee shall be responsible for verification of existing conditions. In addition, other base building drawings and specifications may be available for review. Copies of available selected sections will be provided after finalizing the Licensee Agreement.

Licensee must coordinate with 2FM any work necessary to determine whether utilities are available at the proposed location. If utilities are unavailable at the location, the Licensee will coordinate any work with 2FM. Licensee is responsible for removal of all trash and debris from construction of Improvements at their own expense.

#### **Submittal Requirements**

If the Licensee proposes site improvements to its location, Licensee must submit the following information with its proposal:

1. Design Plan describing in detail the thematic concept for the Location
2. Implementation Plan with a detailed schedule for constructing the site improvements.

Submission Requirements for construction are:

- (1) Cover letter describing the nature and scope of the project.
- (2) Proposed schedule for all elements of work.
- (3) Plan showing the location of site within Riverwalk.
- (4) Drawings and Documents, including cut sheets of major elements or finishes.
- (5) Preliminary Floor Plan showing interior and exterior design including materials and finishes.
- (6) Landscaping plan surrounding the Location.
- (7) Storefront elevation and section showing storefront concept.
- (8) Proposed graphics, signage, materials and finishes.
- (9) Cost estimate for Improvements.

The Licensee's Plan must also describe: any food service equipment (types and appearance); utility needs and supply methods; signage design and location; product price board design and location; all lighting requirements and methods, customer seating, tables and umbrella etc.

The submitted documents and materials must be prepared by design professionals licensed to practice in the State of Illinois, examples of whose previous design work shall be of a standard acceptable to 2FM and its sole discretion. Architects who are registered with the Department of Buildings Self-Certification program are recommended.

#### **Design Review**

2FM will review each design submission on individual merit and in the context of the surroundings of the proposed location within the Riverwalk, but 2FM reserves the right to request changes to plans, and/or to reject elements of the design.

Once finalized, 2FM will make its best efforts to expedite the reviews of the Licensee's submissions and assist with acquiring permits required by the Department of Buildings and the Department of Transportation.

#### **Permits**

Following the design approvals indicated above, the Licensee shall obtain a Building Permit from the Department of Buildings. Note, that approval from 2FM does not constitute approval from the City's Department of Buildings, Department of Transportation or Department of Health. Licensees are responsible for obtaining all necessary permits, paying all fees and obtaining all required approvals.

Construction shall not commence until the above noted approvals and permits are secured and satisfactory evidence of same has been provided to 2FM. And in no event can construction begin before a license agreement is fully executed.

If specified by Department of Buildings, the Licensee shall obtain a Certificate of Occupancy for the applicable Improvements. In the case of food or beverage tenancies the Licensee shall also obtain all approvals and certificates as required by the City of Chicago Department of Health.

### **Pre-Construction Meeting**

A pre-construction meeting must be scheduled with 2FM and involve the Licensee, Licensee's contractor and job site superintendent. Schedule and scope of work will be reviewed along with logistical items (security, delivery, trash removal etc.) 24 hour Contact numbers of construction team will be provided to 2FM along with:

- a. One copy of the applicable City of Chicago Building Permit
- b. One copy of the approved drawings, stamped by the City of Chicago, Department of Buildings.
- c. One copy of the Insurance Certificate
- d. A construction schedule and plan that includes all activities required to complete the work. The submission shall include plans for any special provisions required to protect existing conditions and to coordinate the work with 2FM, CDOT or any other agency. If 2FM identify any problems with regards to the schedule or construction plan, they will inform the Licensee.

### **Post Construction Inspection and Documentation**

- a. Complete and accurate as-built drawings signed by the contractor/ builder of all work provided within the Location. "As-built" submissions shall include:
- b. One cd of the as-built construction document electronic drawings files that were created using an acceptable version of CADD software, and a set in TIFF format and set in PDF format.
- c. Copies of all reviews, sign-offs and other items pertaining to construction of the Improvements.
- d. A statement certified by the Licensee detailing the costs for the Improvements.
- e. If applicable, a copy of the approved Certificate of Occupancy.
- f. A walk-thru of the Location to see Improvements

### **Trailers**

If Licensee proposes site improvements which include a trailer to be located on site, Licensee must submit the same required document for the site improvements as listed above and the following information about the trailer:

- Drawings and Documents, including cut sheets of mobile unit being proposed.
- Drawings, documents and cut sheets of major elements or finishes of mobile unit.

Submission Requirements for construction are:

- (1) Cover letter describing the nature and scope of the project.
- (2) Proposed schedule for all elements of work.
- (3) Plan showing the location of site within Riverwalk.
- (4) Drawings and Documents, including cut sheets of major elements or finishes.
- (5) Preliminary Floor Plan showing interior and exterior design including materials and finishes.
- (6) Landscaping plan surrounding the Location.
- (7) Storefront elevation and section showing storefront concept.
- (8) Proposed graphics, signage, materials and finishes.
- (9) Cost estimate for Improvements.



In order to address the seasonality of the Chicago Riverwalk operations, trailers and temporary facilities may be approved. A trailer is a semi-permanent mobile unit, which may be towed to its designated operation location. It is intended that trailers remain in place throughout the duration of the season. The trailer is to be installed, anchored in place, maintained and removed in accord with the Agreement. The trailer is to incorporate elements to create a unified appearance. These include a canvas canopy over metal support framework, standard signage panel and black latex to conceal all trailer wheels. All trailers must be approved in writing by 2FM.

Vehicles moving trailers or carts throughout the Riverwalk on a daily basis will not be permitted.

In order to comply with the City's Building Code, the Licensee is required to meet certain conditions for their location and for its trailer. It is the responsibility of the Licensee, the Licensee's designers and contractors to be aware of the City's Building Code requirements. The list below is not all inclusive and was prepared to assist Licensee in development of their Design Plan for Improvements to the site.

1. Type II Non-Combustible Construction (shipping containers)
  - a. Occupancy will trigger building permit.
  - b. There is a public restroom and portable hand sink requirement.
  - c. Counters and other improvements must be ADA compliant.
  - d. Must be compliant with municipal code 13-60-030
  - e. Non-combustible construction, shall be that construction in which all structural elements, including walls, bearing partitions, floors, ceilings, roofs and their supports, are of noncombustible materials but which are generally not fire protected except as required in Section 13-60-100. Fire retardant treated wood may be used in roof framing and roof sheathing of one story buildings only.
  - f. Subject to the provisions of Chapter 15-8, combustible material may be used in buildings of noncombustible construction for the following purposes:
    - i. Doors, door frames and bucks;
    - ii. Windows and window frames;
    - iii. Interior trim, including grounds and furring;
    - iv. Finished flooring and sleepers;
    - v. Frames, platforms and aprons of exterior show windows, at street level;
    - vi. Handrails;
    - vii. Interior wall and ceiling finishes;
    - viii. Roof insulation;
    - ix. Exterior wall finishes, when in compliance with Sections 15-8-080 through 15-8-086.
2. Cooking Trailers and similar facilities
  - a. The proposed facility may be viewed similar to a food truck and acceptable provided they pass Department of Health and Fire Department inspections.
  - b. Any electrical or plumbing connections for these trailers will be reviewed with DOB.

The Licensee is to provide a trailer which complies with these requirements: the License Agreement; the City of Chicago building codes; and Chicago Health Department requirements. In particular, please reference the requirements from the Department of Business Affairs and

Consumer Protection-Mobile Food Vendor Licenses and the Department of Health Rules and Regulations Re: Riverwalk Food Establishments.

If the Licensee has an existing trailer or other equipment or type of vehicle it would like to retrofit to comply with this program, photographs along with a specific description of the modifications proposed for compliance are to be presented to 2FM for review and approval. Other temporary facilities may be proposed for consideration and potentially approved by 2FM upon review if they fulfill the Guiding Principles of the Riverwalk and Appearance Requirements stated and not require the use of motor vehicles on a daily basis. The Licensee will be responsible for any permits and inspections from the Department of Buildings and Health Departments.

**Mobile Cart**

This unit is designed to be rolled from its operating location to a Licensee provided storage location within the Riverwalk (if available). Carts that require vehicles to transport them on a daily basis are not acceptable.

License must provide drawings depicting what the cart will look like including cut sheets of the mobile unit being proposed. The body of the cart is to be primary color and have protective corner angles and must be approved in writing by 2FM. If a canopy or awning is part of the design, it shall be supported by four metal supports, one at each corner of the cart. Wheels must be concealed with black latex; exposed decorative wheels must be approved in writing by 2FM.

The Licensee is responsible for securing the cart when it is not in use. 2FM in some instances may make available an area for cart storage, provided the carts can be moved safely through the pedestrian path. The availability of storage areas for Licensee use, if any, must be coordinated with and approved by 2FM on a case-by-case basis depending on location and the facilities available in the area and will be included in the Licensee Agreement. Licensee should include a plan for storage overnight and when not in use.

Depending on the type of food handling performed by the Licensee, the cart or trailer shall provide integrated sanitary facilities such as a hand sink, hot water, clean water storage tank and soiled water storage tank and any other facilities as may be required by 2FM and Department of Health and any other jurisdictions. The cart will be required to pass a Department of Health inspection prior to being placed in operation. Please reference the Rules and Regulations for Riverwalk Food Establishments.

For operation after dusk, in accordance with the Agreement, the Licensee's carts and facilities shall provide incandescent lighting in concealed locations to permit operation by the Licensee. Lighting shall not be directed into the eyes of customers and shall be low glare type directed at work surfaces. Fixtures that minimize light pollution are recommended.

Upon obtaining the 2FM approval, the Licensee will submit drawings of new cart or trailer fabrication as well as existing facility modifications to 2FM and to any other jurisdiction as required by law for approval prior to fabrication or construction. The Licensee is responsible for all permits and Agreements required for installation and operation in the Chicago Riverwalk.

The facility components shall be maintained by the Licensee at all times during operation. Facilities shall remain free of stickers, decals, signage, striping, graffiti, logos, banners, writing, etc. except as

required or specifically approved by 2FM. Facilities shall be refurbished or replaced at the Licensee's expense when they no longer maintain an acceptable appearance level at the sole discretion of 2FM.

Licensee will be required to submit table, chair and umbrella selections for approval and will be responsible for maintenance, storage and replacement as identified as part of the Agreement. Seating for persons with disabilities should be dispersed throughout the footprint. Tables should have a minimum clearance of 30" under tables and 30" between legs.

**EXHIBIT TEN**

**Standard Form: License Violation Report**

<b>Riverwalk Incident-Violation Report</b>	
<b>Description of Incident- Violation Observed:</b>	
<b>Date and Time of Incident-Violation:</b>	
<b>Licensee Name:</b>	
<b>Location:</b>	
<b>Chicago Police Notified:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> NO
<b>Time Called</b>	
<b>Time Arrived</b>	
<b>Police Report #:</b>	
<b>Chicago Fire Department Notified</b>	<input type="checkbox"/> Yes <input type="checkbox"/> NO
<b>Time Called</b>	
<b>Time Arrived</b>	
<b>Health Department Notified:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> NO
<b>Other important information:</b>	
<b>Signature of Person Reporting:</b>	
<b>Person Reporting:</b>	
<b>Date and Time Report:</b>	

*Return to: City of Chicago Dept. of Fleet & Facility Management, Asset Management: Riverwalk Manager, 30 North LaSalle Street, Room 300, Chicago, Illinois 60602 or via email to [Michelle.Woods@cityofchicago.org](mailto:Michelle.Woods@cityofchicago.org).*

**EXHIBIT ELEVEN**

**INSURANCE REQUIREMENTS AND CERTIFICATE OF COVERAGE**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
3/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Apollo Insurance Agency 622 Roosevelt Road Suite 240 St Cloud MN 56301-6363	<b>CONTACT NAME:</b> Dena Grunhovd <b>PHONE (A/C, No, Ext):</b> (320)253-1122 <b>FAX (A/C, No):</b> (855) 927-6655 <b>E-MAIL ADDRESS:</b> denag@apolloinsurance.com														
<b>INSURED</b> Wheel Fun Rentals IL & WI LLC 3609 Heights Court St Cloud MN 56301	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: WRM - NSI</td> <td></td> </tr> <tr> <td>INSURER B: AWC - Technology Insurance Co</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: WRM - NSI		INSURER B: AWC - Technology Insurance Co		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER** Master 16/17      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	Y	1860969	4/15/2016	4/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Property damage-single limit \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	1860969	4/15/2016	4/15/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1860969	4/15/2016	4/15/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TARI15607803	4/18/2016	4/18/2017	EL EACH ACCIDENT \$ 100,000 EL DISEASE - EA EMPLOYEE \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Riverwalk Concession  
 Subject to policy provisions, City of Chicago and its officers, employees, and agents are named as additional insured on a non-contributory basis and subrogation is waived on General Liability and Auto Liability policy.

<b>CERTIFICATE HOLDER</b> The City of Chicago 121 N LaSalle St Chicago, IL 60602	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Amy Dorn / APODMG
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INS025 (201401)

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**EXHIBIT TWELVE**

**ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**



CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT  
Related to Contract/Amendment/Solicitation  
EDS # 76718

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting the EDS:

Wheel Fun Rentals IL & WI, LLC

Enter d/b/a if applicable:

Wheel Fun Rentals

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

3609 Heights Court  
Saint Cloud, MN 56301  
United States

C. Telephone:

320-266-1164

Fax:

320-259-0258

Email:

wheelfunrentals@msn.com

D. Name of contact person:

Rodney Knight

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

46-2422543

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

Chicago Riverwalk - Bicycle Tours and Rental Concessions

Which City agency or department is requesting this EDS?

DEPT OF FLEET AND FACILITY MANAGEMENT

Specification Number

135525

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

## **SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

### **A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

Limited liability company

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

Minnesota

Registered to do business in the State of Illinois as a foreign entity?

Yes



**B. DISCLOSING PARTY IS A LEGAL ENTITY:**

1.a.2 Does the Disclosing Party have any officers?

Yes

1.a.4 List below the full names and titles of all executive officers of the entity.

Officer: Rodney Knight  
Title: Managing Member, Governor  
Role: Officer

-----  
Officer: Dwight Bratholt  
Title: Governor  
Role: Officer

-----  
Officer: Stephen Torborg  
Title: Governor  
Role: Officer

**B. CERTIFICATION REGARDING Controlling Interest**

1.b.1 Are there any individuals who control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

Yes

1.b.2 List all general partners, managing members, managers, and any others who control the day-to-day management of the Disclosing Party. Don't include any legal entities in this answer- these will be named later:

Name: Rodney Knight  
Title: Managing Member

-----  
1.b.3 Are there any legal entities that control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

No

2. Ownership Information

Please provide ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

- Torborg Builders - 45% - EDS 76719
- Rodney Knight - 45%
- Dwight Bratholt - 10%

#### Owner Details

Name	Address
Dwight Bratholt	3609 Heights Court Saint Cloud, MN 56301 United States
Rodney Knight	3609 Heights Court Saint Cloud, MN 56301 United States
Torborg Builders	PO Box 344 Saint Cloud, MN 56302 United States

### **SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

### **SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection

with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

**Name:** David Shay Law Office LTD  
**Anticipated/  
Retained:** Anticipated  
**Business Address:** 1513 St. Germain Street West  
St. Cloud, MN 56301 United States  
**Relationship:** Attorney  
**Fees  
(\$\$ or %):** 375.00  
**Estimated/Paid:** Estimated

---

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

## B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals

List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient.

None

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

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

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

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

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

No

## E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

I can make the above verification

## SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

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

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at [www.cityofchicago.org/city/en/depts/ethics.html](http://www.cityofchicago.org/city/en/depts/ethics.html), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610,

(312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

- F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true



F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

## **FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

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

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party.

"Principal officers" means the president, chief operating officer, executive director,

chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

No

## **APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

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

No

## **ADDITIONAL INFO**

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

## **CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 11/23/2015  
Rodney Knight  
Managing Member

Wheel Fun Rentals IL & WI, LLC

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.



CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT  
Related to Contract/Amendment/Solicitation  
EDS # 76719

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting the EDS:

Torborg Builders

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

a legal entity holding a direct or indirect interest in the  
Applicant

The Disclosing Party holds an interest in

Wheel Fun Rentals IL & WI, LLC and EDS is 76718

B. Business address of the Disclosing Party:

PO Box 344  
Saint Cloud, MN 56302  
United States

C. Telephone:

320-266-1164

Fax:

Email:

rbknight96@live.com

D. Name of contact person:

Stephen Torborg

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

41-1349603

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

General partnership or joint venture

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

Minnesota

Registered to do business in the State of Illinois as a foreign entity?

No

### B. CERTIFICATION REGARDING Controlling Interest

1.b.1 Are there any individuals who control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

Yes

1.b.2 List all general partners, managing members, managers, and any others who control the day-to-day management of the Disclosing Party. Don't include any legal entities in this answer- these will be named later:

Name: Stephen Torborg

Title: General Partner

-----  
Name: Timothy Torborg

Title: General Partner  
-----

1.b.3 Are there any legal entities that control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

No

## 2. Ownership Information

Please confirm ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party (your entity). Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

As reported by the Disclosing Party, the immediate owner(s) of the Disclosing Party is/are listed below:

There are no owners with greater than 7.5 percent ownership in the Disclosing Party.

## **SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

## **SECTION V -- CERTIFICATIONS**

### **A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

## B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56



(Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient.

None

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

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

I can make the above verification

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

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at [www.cityofchicago.org/city/en/depts/ethics.html](http://www.cityofchicago.org/city/en/depts/ethics.html), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the

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

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

## **FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

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

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a

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

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

No

## **APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

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

No

## **ADDITIONAL INFO**

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of attachments uploaded by vendor

None.

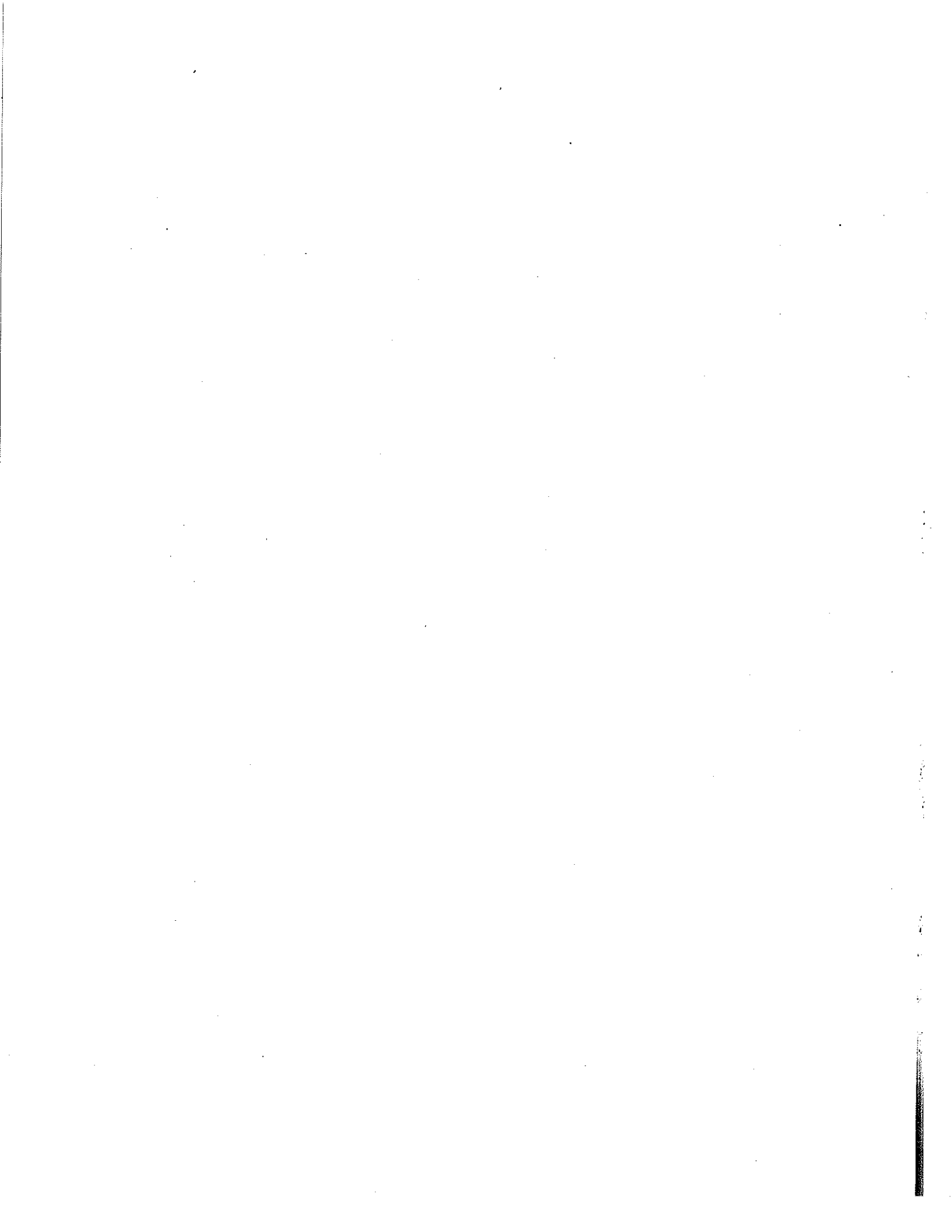
## **CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 11/23/2015  
Stephen Torborg  
General Partner

**Torborg Builders**

**This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.**



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

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

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

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

Yes

No

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

Yes

No

Not Applicable

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

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

# THE HISTORY OF THE UNITED STATES

The history of the United States is a story of growth and change. From the first settlers to the present day, the nation has evolved through various stages of development. The early years were marked by exploration and the establishment of colonies. The American Revolution led to the birth of a new nation, and the subsequent years saw the expansion of territory and the growth of industry.

The American Civil War was a pivotal moment in the nation's history. It was a struggle for freedom and equality, and it resulted in the abolition of slavery. The Reconstruction period that followed was a time of great challenge and progress. The nation emerged from the war with a new sense of unity and purpose.

The American West was a land of opportunity and adventure. It was a place where men and women sought their fortunes and built a new life. The West was a crucible of American values and ideals, and it played a central role in the nation's development.

The American Industrial Revolution was a period of rapid change and growth. It was a time when new technologies and methods of production transformed the economy. The Industrial Revolution led to the rise of big business and the growth of cities.

The American Progressive Era was a time of reform and progress. It was a period when people sought to improve the lives of all Americans. The Progressive Era led to the passage of important laws and the establishment of new institutions.

The American New Deal was a response to the economic crisis of the 1930s. It was a program of government intervention and social reform that helped to bring the nation back to economic stability. The New Deal led to the creation of many important programs and institutions.

The American Cold War was a period of tension and conflict. It was a struggle between the United States and the Soviet Union for global dominance. The Cold War led to the development of nuclear weapons and the establishment of a new world order.