

SUBSTITUTE
ORDINANCE

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

SECTION 1. Section 2-51-010 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

2-51-010 Definitions.

As used in this chapter, the following terms shall have the following meanings, unless the context indicates otherwise:

(Omitted text is not affected by this ordinance)

"Department" means the Department of Fleet and Facility Management.

"Economic disclosure statements" means economic disclosure statements, affidavits, and pledges filed with the City by parties that seek a City action, as defined in Section 2-154-015, using the form document commonly referred to as "Economic Disclosure Statement and Affidavit" (or any successor to such form document), as amended, pursuant to, among other applicable laws and executive orders, Chapter 2-154, Section 2-92-325, Section 2-92-415, Section 2-92-585, and Section 5-24-020 of the Code.

"Environmental requirements" means all local, state and federal environmental laws and regulations.

(Omitted text is not affected by this ordinance)

"Safety-enhancing equipment" means motor vehicle equipment that has the potential to reduce traffic fatalities and injuries. The term "safety-enhancing equipment" includes but is not limited to lateral protective devices, crossover mirrors or convex mirrors, as these terms are defined in Section 2-92-597.

"Temporary occupancy agreement" means any lease, right-of-entry agreement or other document evidencing an agreement for the use and occupancy of real property, which may include terms providing for indemnification, for a term not to exceed 180 days.

SECTION 2. Section 2-51-050 of the Municipal Code of Chicago is hereby amended by adding the language underscored and deleting the language struck through, as follows:

2-51-050 Commissioner of Fleet and Facility Management – Powers and duties – Rulemaking.

(a) *Duties and responsibilities.* The Commissioner of Fleet and Facility Management shall have the following duties and responsibilities:

(Omitted text is unaffected by this ordinance)

(12) Subject to approval of the Corporation Counsel as to form and legality, and except as otherwise provided in this subsection, to negotiate and execute on behalf of the City any temporary occupancy agreement lease, right-of-entry agreement or other document evidencing an agreement for the use and occupancy of real property, which may include terms providing for indemnification, for a term not to exceed 30 days. Such initial agreement may be extended, renewed or continued for up to an additional 150 days. When a temporary occupancy

agreement is entered into, the Commissioner shall notify the alderman of the ward in which the real property is located. Provided, however, that no extension, renewal, or continuation of such initial agreement shall extend beyond a totality of 180 days, unless: (1) the agreement is referred to the Chicago City Council for review and full disclosure as to all parties, particulars, events and justifications meriting such extension, renewal or continuation; and (2) the Chicago without City Council approves approval an extension, renewal or continuation of such agreement beyond a totality of 180 days. Provided further, that the Commissioner's power to negotiate and execute on behalf of the City any lease, right-of-entry agreement or other agreement for the use and occupancy of real property within the Chicago Riverwalk, including concession agreements for food, beverages, goods and services within the Chicago Riverwalk, shall be governed by Section 10-36-145. Notwithstanding any law or any mayoral executive order to the contrary, a party that enters into a temporary occupancy agreement with the City pursuant to this subsection (a)(12) shall:

- (A) not be required to provide to the City economic disclosure statements in connection with such agreement;
- (B) be required to provide to the City the following information in a form prescribed by the Commissioner:
 - (i) a list of:
 - (a) the party's family members or relatives who are currently employed by the City; and
 - (b) elected City officials to whom the party, or any person hired by the party to perform work on the real property in connection with such agreement (for purposes of this section, any such person, a "contractor"), has provided income, compensation, or donations during the 12-month period preceding the date of the party's application to enter into the agreement, and the amount of the income, compensation, or donations given to each City official;
 - (ii) a statement certifying that:
 - (a) no City official or City employee has a financial interest, as defined in Section 2-156-010, in the party or any contractor; and
 - (b) neither the party nor any contractor is delinquent in the payment of any fine, fee, tax, or other source of indebtedness owed to the City;
- (C) return the property to the City in the same condition as prior to occupancy at the conclusion of the agreement; and
- (D) be required to obtain proper permits for all activities on the property;

(Omitted text is unaffected by this ordinance)

SECTION 3. This ordinance shall be in full force and effect following due passage and approval.