

SUBSTITUTE ORDINANCE

WHEREAS, the City of Chicago (the “City”) is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution (the “Constitution”) of the State of Illinois and is a home rule unit of local government under Section 6(a) of Article VII of the Constitution; and

WHEREAS, as a home rule unit of government, the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, on December 4, 2008, the City Council of the City (the “City Council”) passed an ordinance (the “2008 Ordinance”) published in the Journal of Proceedings of the City Council (the “Journal”) for such date at pages 50506 through 50780, inclusive, authorizing the City to enter into a concession agreement with Chicago Parking Meters, LLC, a Delaware limited liability company (“CPM”), regarding parking fee collection devices in the City’s metered parking system and authorizing the execution of associated documents, associated conveyances, and other ancillary acts; and

WHEREAS, on December 4, 2008, the City and CPM entered into that certain Chicago Metered Parking System Concession Agreement dated as of December 4, 2008; and

WHEREAS, pursuant to an ordinance passed by the City Council on June 5, 2013 (the “2013 Ordinance”), and published in the Journal for such date at pages 54082 through 54414, inclusive, the City and CPM entered into that certain Amended and Restated Chicago Metered Parking System Concession Agreement dated as of June 5, 2013, as subsequently amended and supplemented from time to time (as amended and supplemented, the “Concession Agreement”), pursuant to which CPM, among other things, receives the right to operate, maintain and improve the Metered Parking System (as defined in the Concession Agreement), to retain the revenues to be derived from the operation of certain metered parking spaces and to be compensated for the operation of certain other metered parking spaces; and

WHEREAS, CPM’s direct owners are Deeside Investments, Inc., a Delaware corporation (“Deeside”) (whose indirect owners are Allianz SE, a German public corporation, and the Abu Dhabi Investment Authority, a public institution wholly owned by the Government of the Emirate of Abu Dhabi), Morgan Stanley Infrastructure Investors LP, a Delaware limited partnership (“MSII”), North Haven Infrastructure Partners LP, a Delaware limited partnership (“NHIP”), North Haven Infrastructure Partners A Sub LP, a Delaware limited partnership (“NHIP A Sub”), MS CPM Holdco LLC, a Delaware limited liability company (“MS CPM Holdco”), MS CPM Holdco II LLC, a Delaware limited liability company (“MS CPM Holdco II” and, together with MSII, NHIP, NHIP A Sub, and MS CPM Holdco, the “CPM Sellers”) who collectively own 100 percent of the membership interests in CPM; and

WHEREAS, the CPM Sellers desire to sell their 50.1 percent membership interests in CPM (the “CPM Membership Interests”); and

WHEREAS, the indirect owners of Deeside (the “Deeside Sellers” and, together with the CPM Sellers, the “Sellers”) desire to sell their 100 percent membership interests in Deeside (the “Deeside Membership Interest” and, together with the CPM Membership Interests, the “Membership Interests”); and

WHEREAS, the Sellers conducted a competitive sale process inviting bids from potential buyers to purchase the Membership Interests; and

WHEREAS, affiliates (collectively, the “Buyer”) of Stonepeak Partners LP (“Stonepeak”) submitted a bid to the Sellers for the purchase of the Membership Interests; and

WHEREAS, the Sellers have accepted the Buyer’s bid for the purchase of the Membership Interests (the “Proposed Transfer”); and

WHEREAS, after consummating the Proposed Transfer, the Buyer will directly or indirectly own 100 percent of CPM; and

WHEREAS, Section 17.1 of the Concession Agreement requires CPM to seek City approval for the Proposed Transfer; and

WHEREAS, Section 15 of the 2008 Ordinance prescribes that the Proposed Transfer requires approval by the City Council; and

WHEREAS, on March 12, 2026, CPM sent the City a letter requesting approval of the Proposed Transfer; and

WHEREAS, the City and CPM have engaged in discussions with respect to the Proposed Transfer and have agreed that in connection with the Proposed Transfer, CPM has agreed to pay to the City \$75,000,000 (the “Community Benefits Funds”); and

WHEREAS, the City and CPM have agreed to amend the Concession Agreement to provide that the Concessionaire (as defined in the Concession Agreement) will pay to the City, in connection with any future sales of the Concessionaire to a new owner, that requires and obtains approval by the City under Section 17.1 of the Concession Agreement, two percent (2%) of the sale price (the “Future Transfer Fees”); and

WHEREAS, the City and CPM have further agreed to amend the Concession Agreement to provide that the Concessionaire will make an annual payment to the City in an amount equal to five percent (5%)(the “City Profit Share”) of Calculated Net Income (as defined in the hereafter defined Third Amendment); and

WHEREAS, the Community Benefits Funds, the Future Transfer Fees and the City Profit Share (collectively, the “Concession Payments”) shall be used to fund the City’s contributions to the City’s pension funds, as further specified by the City Council; and

WHEREAS, the City and CPM and have agreed upon certain other changes to the Concession Agreement, as described in a proposed Third Amendment to Amended and Restated Chicago Metered Parking System Concession Agreement, which shall include, among others, (i) adding standards to ensure appropriate treatment of employees of the Concessionaire and of its Operator (as defined in the Concession Agreement), (ii) adding data protection standards to ensure that data collected in connection with the Metered Parking System shall not be shared with federal immigration enforcement authorities except as required by law or permitted by the Concession Agreement, (iii) adjusting the definition of Required Closures (as defined in the Concession Agreement) to provide for the City to close Metered Parking Spaces (as defined in the Concession Agreement) for up to ten hours, in connection with seven specified annual events, (iv) providing for the City and the Concessionaire to examine adding on-street electric-vehicle charging stations to the Metered Parking System (as defined in the Concession Agreement), (v) providing the City and the Concessionaire to work together to explore collaboration between the parties to implement new and emerging forms of innovative technology, and (vi) adding reporting on Concessionaire employees located in socio-economically disadvantaged areas in the City; and

WHEREAS, in connection with the Proposed Transfer, the City, CPM and certain affiliates of Stonepeak have agreed to provide certificates reaffirming statements earlier provided by such parties to the City in such parties' Economic Disclosure Statements and Affidavits; and

WHEREAS, the City has determined to specify the City approval procedure in connection with future proposed Transfers (but excluding the Proposed Transfer); and

WHEREAS, the City has determined to audit the Concessionaire's compliance with the allocation of certain convenience fee revenues; now, therefore,

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

ARTICLE 1 AUTHORIZATION AND DEFINITIONS

Section 1.1. Authorization. The City Council, after a public meeting heretofore held on this Ordinance by the Committee on Finance of the City Council (the "Finance Committee") pursuant to proper notice and, in accordance with the findings and recommendations of the Finance Committee, hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true, and correct and does incorporate them into this Ordinance by this reference. This Ordinance is adopted pursuant to Section 6(a) of Article VII of the Constitution. The remaining provisions of this Ordinance are divided into Articles as follows:

- (i) Article 2 authorizes the Proposed Transfer, the execution of the Third Amendment, the use of the Concession Payments, and the approval procedure for future Transfers; and
- (ii) Article 3 provides for the enactment of this Ordinance and other provisions applicable to all matters authorized hereunder.

Section 1.2. Definitions Used in this Ordinance. As used in this Ordinance, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

“Authorized Officer” means (a) the Mayor, the Chief Financial Officer or the City Comptroller of the City, or any other official of the City so designated by a certificate signed by the Mayor, the Chief Financial Officer, or the City Comptroller of the City, and filed with the City Clerk for so long as that designation is in effect and (b) the City Clerk with respect to the certification of any ordinance or resolution of the City Council or any other document filed in his or her office.

“Chief Financial Officer” means the chief financial officer of the City appointed by the Mayor or, if there is no such officer then holding that office, the City Comptroller of the City.

“City Clerk” means the duly qualified and acting City Clerk of the City or any Deputy City Clerk or other person who may lawfully take a specific action or perform a specific duty prescribed for the City Clerk pursuant to this Ordinance.

“Mayor” means the Mayor of the City.

“Municipal Code” means the Municipal Code of Chicago.

“Reaffirmation Certificates” means, collectively, (i) the Certificate of Reaffirmation of Chicago Parking Meters, LLC, substantially in the form attached hereto as Exhibit B-1, and (ii) the Certificate of Reaffirmation of Camaro Topco, LLC and Camaro Midco, Inc., substantially in the form attached hereto as Exhibit B-2.

“Third Amendment” means the Third Amendment to Amended and Restated Chicago Metered Parking System Concession Agreement between the City and CPM, substantially in the form attached hereto as Exhibit A.

Defined terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Third Amendment. References to Articles and Sections in this Ordinance shall mean Articles and Sections of this Ordinance unless otherwise indicated.

ARTICLE 2

PROPOSED TRANSFER; THIRD AMENDMENT; CONCESSION PAYMENTS

Section 2.1. Approval of Proposed Transfer. The City Council hereby approves the Proposed Transfer; *provided*, however, that this approval shall be revoked if on or before the earlier of (a) the end of 2026, or (b) ten days after the Proposed Transfer shall have closed, the following two events have not occurred: (i) the City has not received \$75,000,000 from or on behalf of CPM, in respect of the Community Benefits Funds, and (ii) the Third Amendment and the Reaffirmation Certificates have not each been fully executed and delivered by CPM and Stonepeak, as applicable, within three Business Days after receipt of copies of the Third Amendment signed with the City.

Section 2.2. Authorization of Third Amendment.

(a) The form of the Third Amendment presented to this meeting is hereby approved in all respects. The Mayor and the Chief Financial Officer are each authorized to execute and deliver the Third Amendment for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof.

(b) The Third Amendment shall be in the form of the Third Amendment attached hereto as Exhibit A, except that the Mayor or the Chief Financial Officer may fill in dates that are currently shown as blanks on Exhibit A. Any other changes or revisions to the Third Amendment shall be subject to approval by the City Council.

Section 2.3. Concession Payments.

The receipt by the City of \$75,000,000 from CPM, in respect of the Community Benefits Funds, is hereby approved, with such payment to be made on or about the date of the execution of the Third Amendment by each of the parties thereto. The Chief Financial Officer shall notify the City Council upon receipt of the Community Benefits Funds. The Concession Payments shall be used to fund the City's contributions to the City's pension funds, with the exact allocation among the City pension funds to be further determined by the City Council.

Section 2.4. Approval of Transfer and Change in Control.

- (a) The provisions of subsection (b) shall not apply to the Proposed Transfer but only to future requests by the Concessionaire to the City for Approval (as defined in the Concession Agreement) in connection with a proposed Transfer, including any Change in Control (as defined in the Concession Agreement).
- (b) Notwithstanding Section 1.15(b) of the Concession Agreement, any request by the Concessionaire to the City for Approval in connection with a proposed Transfer, including any Change in Control, shall be subject to the following procedure:
 - (i) The Concessionaire shall present such Approval request to the Chief Financial Officer who shall consider such request using the criteria set forth in the Concession Agreement. Within 30 Days (as defined in the Concession Agreement) of receipt by the Chief Financial Officer of such request, the Chief Financial Officer shall make a recommendation to approve or deny such request and transmit such recommendation to the City Council.
 - (ii) The City Council shall act and vote to approve or deny such request for Approval in accordance with such recommendation within 90 Days of receipt by the City Council of the Chief Financial Officer's recommendation. Any documents to be executed by the City in order to implement such vote by the City Council shall be in the form as attached as exhibits to the City Council ordinance approving or denying such request, except as needed to fill in blanks shown for dates in the attached exhibits.

- (c) Given the specified procedure under subsection (b) above, in order to avoid any potential confusion, Section 15 of the 2008 Ordinance is hereby repealed.

Section 2.5. Audits. One or more of the Authorized Officers shall conduct an annual audit of the Concessionaire, in accordance with the provisions of the Concession Agreement, to determine compliance by the Concessionaire with the provisions of Section 4.7(d)(ii) of the Concession Agreement concerning convenience fee revenue and wallet interest.

ARTICLE 3 ENACTMENT

Section 3.1. Construction. Pursuant to the home rule powers of the City, to the extent that any ordinance, resolution, rule, order or provision of the Municipal Code or part thereof, is in conflict with or is inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any part, section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized under this Ordinance or to impair the validity of this Ordinance or the instruments authorized by this Ordinance; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code. The documents, agreements and instruments authorized under this Ordinance shall not be deemed to be “city contracts” for the purposes of Section 11-4-1600(e) of the Municipal Code.

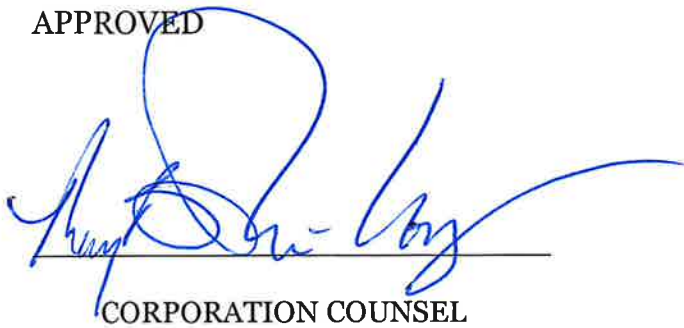
Section 3.2. Additional Authorization. Each Authorized Officer and the City Clerk shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance and the Third Amendment, and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance and the Third Amendment, but subject to any limitations on or restrictions of such power or authority as herein set forth. Each Authorized Officer and the City Clerk are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance and the Third Amendment, or to evidence said authority and any such actions heretofore taken by the Mayor, an Authorized Officer, the City Treasurer, or the City Clerk in accordance with the provisions hereof are hereby ratified and approved.

Section 3.3. Pamphlet Publication. This Ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least five copies hereof, which copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

Section 3.4. Effective Date. This Ordinance shall be in full force and effect upon passage,

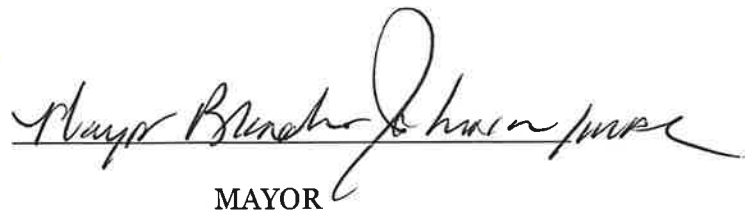
approval, and publication in pamphlet form.

APPROVED



CORPORATION COUNSEL

APPROVED



MAYOR

DATED:

September 29, 2024

DATED:

9.29.2024