



August 28, 2026

Metropolitan Pier and Exposition Authority
ATTN: Records Custodian
301 E. Cermak Road
Chicago, IL 60616
EMAIL: mpea-foia@mpea.com

Re: Illinois Freedom of Information Act Request

To the Custodian of Records:

The America First Policy Institute (“AFPI”) is a nonprofit, nonpartisan research institute dedicated to advancing policies that promote transparency, accountable governance, and responsible stewardship of taxpayer resources. AFPI conducts oversight research and engages in public interest legal advocacy that aligns with AFPI’s charitable mission. AFPI has a direct interest in understanding the policies, rules, obligations, and responsibilities of the Metropolitan Pier and Exposition Authority (“MPEA”).

I write on behalf of our client, Enes Kanter Freedom, to submit this request under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, for records held by MPEA.

RECORDS REQUESTED

For purposes of this request, “Wintrust Arena” or the “Arena” includes the arena and all associated property, facilities, premises, parking areas, offices, loading areas, and other spaces owned, controlled, managed, or operated by or on behalf of MPEA in connection with Wintrust Arena, and “McCormick Place” includes Wintrust Arena and all associated property, facilities, premises, parking areas, offices, loading areas, and other spaces owned, controlled, managed, or operated by or on behalf of MPEA in connection with McCormick Place.

Time Period: Unless otherwise specified, this request seeks records created, executed, received, maintained, or in effect at any time from January 1, 2020, through the date MPEA completes its search for records responsive to this request. This includes agreements entered into before January 1, 2020, that remained in effect, in whole or in part, during the requested period, as well as any amendments, renewals, extensions, or modifications thereto.

Please produce the following records:

1. Oak View Group/OVG360 Agreements

All contracts, agreements, management agreements, operating agreements, amendments, extensions, renewals, addenda, exhibits, schedules, statements of work, memoranda of understanding, side letters, or other agreements between MPEA and Oak View Group, OVG360, or any affiliated or related entity concerning Wintrust Arena.

This request includes, but is not limited to, the following:

- the agreement pursuant to which Oak View Group/OVG360 manages or operates Wintrust Arena;
- all amendments, modifications, extensions, renewals, exhibits, schedules, and attachments thereto;
- any agreement defining Oak View Group/OVG360's authority to enter into contracts, licenses, leases, event agreements, facility-use agreements, or other commitments concerning Wintrust Arena on behalf of MPEA;
- any delegation of authority, authorization, resolution, policy, or other document defining the respective rights and responsibilities of MPEA and Oak View Group/OVG360 with respect to operation, management, security, contracting, facility use, and access to Wintrust Arena; and
- any current policies, procedures, manuals, or guidelines governing Oak View Group/OVG360's management or operation of Wintrust Arena.

2. WNBA and Chicago Sky Agreements

All contracts, agreements, leases, licenses, facility-use agreements, operating agreements, event agreements, amendments, extensions, renewals, memoranda of understanding, side letters, or other agreements between or among MPEA, Oak View Group/OVG360, the Women's National Basketball Association ("WNBA"), the Chicago Sky, or any entity acting on their behalf concerning the use, occupancy, operation, or control of Wintrust Arena.

This request specifically includes any agreement addressing the following:

- the Chicago Sky's use or occupancy of Wintrust Arena;
- allocation of control or decision-making authority over the Arena or portions thereof;
- security and law-enforcement services;
- access to the Arena by governmental or law-enforcement personnel;
- event scheduling and approval;
- restrictions on use of the Arena for non-WNBA events or activities;
- responsibility for approving third-party use of the Arena; and
- rights to cancel, reject, approve, or impose conditions upon proposed uses of the Arena.

3. Ordinances, Regulations, Resolutions, and Other Governing Authorities

All ordinances, resolutions, rules, regulations, policies, intergovernmental agreements, property-use restrictions, operating requirements, or other governmental enactments or instruments currently governing the ownership, management, operation, use, security, maintenance, or control of Wintrust Arena.

This request includes the following:

- any City of Chicago ordinance applicable specifically to Wintrust Arena or the property upon which it is located;
- any ordinance, resolution, agreement, or other instrument assigning responsibilities or duties concerning the Arena or property to MPEA, the City of Chicago, another governmental entity, or a private operator;
- any ordinance or governmental instrument governing security, police protection, emergency services, public access, governmental use, or law-enforcement access to the property;
- any MPEA Board resolution governing the management, operation, use, or control of Wintrust Arena; and
- any document identifying the federal, state, or local statutes, ordinances, codes, rules, or regulations that MPEA considers applicable to the operation or use of Wintrust Arena.

4. Agreements with Law-Enforcement Agencies

All current or operative contracts, agreements, memoranda of understanding, intergovernmental agreements, cooperative agreements, memoranda of agreement, facility-use agreements, security agreements, reimbursement agreements, task-force agreements, or other agreements between MPEA and any federal, state, county, or local law-enforcement agency.

This request includes agreements involving, but not limited to, the following:

- the Chicago Police Department;
- the Cook County Sheriff's Office;
- the Illinois State Police;
- the Illinois Attorney General or other state law-enforcement entities;
- the United States Department of Homeland Security;
- U.S. Immigration and Customs Enforcement;
- U.S. Customs and Border Protection;
- the Federal Protective Service;
- the United States Secret Service;
- the Federal Bureau of Investigation;
- the United States Marshals Service; and
- any other federal, state, or local law-enforcement or public-safety agency.

For each such agency, this request includes agreements relating to Wintrust Arena, McCormick Place, or MPEA property generally, including agreements concerning security, facility access, use of MPEA facilities, staging, training, personnel, equipment, parking, command posts, emergency response, reimbursement, information sharing, or provision of law-enforcement services.

5. Federal Agency Contracts, Agreements, and Grants

All current contracts, grants, cooperative agreements, memoranda of understanding, memoranda of agreement, interagency or intergovernmental agreements, leases, licenses, facility-use agreements, reimbursement agreements, subawards, or other agreements between MPEA and any department, agency, office, component, or instrumentality of the United States Government.

This request includes all agreements under which any of the following occurs:

- MPEA provides property, facilities, goods, or services to a federal agency;
- a federal agency uses, occupies, accesses, leases, licenses, reserves, or otherwise obtains rights concerning MPEA property;
- MPEA receives payment or reimbursement from a federal agency; or
- MPEA undertakes obligations or agrees to conditions in exchange for federal funding or other federal benefits.

6. Federal Financial Assistance

All records sufficient to identify each award of federal financial assistance received directly or indirectly by MPEA from January 1, 2015, to the present.

For purposes of this request, “federal financial assistance” includes grants, cooperative agreements, loans, loan guarantees, federal property, interest subsidies, insurance, direct appropriations where applicable, pass-through funding, subawards, and other forms of federal financial assistance.

For each award, please produce records sufficient to identify the following:

- the federal awarding agency;
- the program or source of funding;
- the Assistance Listing/Catalog of Federal Domestic Assistance number, if applicable;
- the Federal Award Identification Number (“FAIN”), if applicable;
- the amount awarded and amount received;
- the award and performance periods;
- the recipient or subrecipient;
- the purpose of the award;
- the MPEA property, facility, program, or activity supported by the award; and
- whether any portion of the award was used for, allocated to, or otherwise supported Wintrust Arena.

7. Terms and Conditions of Federal Financial Assistance

For each federal financial-assistance award identified in Request No. 6, all award agreements, notices of award, grant agreements, cooperative agreements, certifications, assurances, terms and

conditions, amendments, and other documents setting forth MPEA's obligations as a condition of receiving the federal funds.

This specifically includes any certifications, assurances, or contractual provisions concerning the following:

- compliance with federal civil-rights or nondiscrimination laws;
- Title VI of the Civil Rights Act of 1964;
- Section 504 of the Rehabilitation Act;
- the Americans with Disabilities Act;
- equal opportunity requirements;
- federal procurement requirements;
- access to federally assisted facilities or programs;
- cooperation with federal agencies or law enforcement; or
- any other continuing obligation imposed upon MPEA as a condition of receiving federal financial assistance.

8. Federal Funding Associated with Wintrust Arena

All records identifying or concerning federal funds or federal financial assistance used, directly or indirectly, for the acquisition, planning, design, construction, financing, improvement, renovation, maintenance, operation, security, or other support of Wintrust Arena or the property on which Wintrust Arena is located.

This request includes federal funds received by MPEA directly as well as federal funds received through the State of Illinois, City of Chicago, Cook County, or any other pass-through entity.

9. Authority Over Use of Wintrust Arena

All current records, including contracts, resolutions, delegations of authority, policies, procedures, organizational documents, or memoranda, sufficient to identify the person or entity possessing authority to do any of the following:

- approve or reject a proposed use of Wintrust Arena;
- enter into a facility-use agreement concerning Wintrust Arena;
- permit a federal, state, or local governmental agency to use Wintrust Arena;
- permit a law-enforcement agency to access or use Wintrust Arena;
- establish terms or conditions governing such use;
- cancel or terminate an agreement for use of Wintrust Arena; and
- determine whether approval by MPEA's Board, officers, employees, Oak View Group/OVG360, the Chicago Sky, the WNBA, the City of Chicago, or any other person or entity is required for such use.

This request includes all delegations of contracting or approval authority from MPEA to Oak View Group/OVG360 or any other third-party manager or operator of Wintrust Arena.

If your office believes any portion of this request is unclear or overly broad, AFPI requests that you promptly contact the undersigned so that any necessary clarification may be provided and responsive records may be produced without unnecessary delay.

Please produce responsive records on a rolling basis as they become available rather than delaying production until all responsive records have been collected and reviewed. If records responsive to this request are maintained by a contractor or other entity acting on behalf of your office in the performance of a governmental function, please obtain and produce those records to the extent required by the Illinois Freedom of Information Act and applicable Illinois law.

Please preserve all records potentially responsive to this request, including emails, text messages, instant or encrypted messages, attachments, electronic files, and other communications or records maintained on personal devices or accounts used to conduct MPEA business, as well as responsive records maintained by the MPEA's agents, contractors, or third-party operators on its behalf, pending completion of this request and any related administrative or judicial review.

Finally, please provide all responses and responsive records electronically to the undersigned. AFPI looks forward to working cooperatively with your office to facilitate prompt compliance with the Illinois Freedom of Information Act. If you have any questions regarding this request, or require clarification of any portion thereof, please contact the undersigned immediately.

Thank you for your attention to this request. I look forward to your response within the statutory time period.

Sincerely,

Leigh Ann O'Neill

Leigh Ann O'Neill
Chief Legal Affairs Officer
America First Policy Institute
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