

**AGENDA**

**Meeting of the Cook County Board of Commissioners  
County Board Room, County Building  
Tuesday, July 10, 2012, 10:00 A.M.**

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**PRESIDENT**

**PROPOSED INTERGOVERNMENTAL AGREEMENT**

**ITEM #1**

Transmitting a Communication, dated June 27, 2012 from

TONI PRECKWINKLE, President, Cook County Board of Commissioners

per the Regional Transportation authority Act, 70 ILCS 3615/4.10 and per the request of the Chicago Transit Authority, authorization is hereby requested to enter into and execute an intergovernmental agreement between the County of Cook, the City of Chicago and the Chicago Transit Authority, pursuant to which the City of Chicago agrees to tender \$3,000,000.00 of the City's motor fuel tax funds to the Chicago Transit Authority and Cook County agrees to tender to the Chicago Transit Authority \$2,000,000.00 from Cook County's motor fuel tax funds for public transportation purposes.

The proposed Intergovernmental Agreement was tendered to Cook County on June 26, 2012 by the Chicago Transit Authority and has been approved and executed by both the Chicago Transit Authority and the City of Chicago. The Agreement notes that the both the City of Chicago and Cook County agree to tender its agreed contribution to the Chicago Transit Authority prior to December 31, 2012.

It is hereby requested that that the Cook County Board President be authorized to execute the Intergovernmental Agreement and that the Cook County Comptroller be authorized to tender the funds to the Chicago Transit Authority in accordance with the terms of the Intergovernmental Agreement.

This agreement has been reviewed and approved as to form by the Cook County State's Attorney's Office.

Estimated Fiscal Impact: \$2,000,000.00.

**PROPOSED ORDINANCE AMENDMENT**

**ITEM #2**

Submitting a Proposed Ordinance Amendment sponsored by

TONI PRECKWINKLE, President, JOHN P. DALEY, JESUS G. GARCIA, ELIZABETH "LIZ" DOODY GORMAN, GREGG GOSLIN, JOAN PATRICIA MURPHY, PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE, LARRY SUFFREDIN and JEFFREY R. TOBOLSKI, County Commissioners

**PROPOSED ORDINANCE AMENDMENT**

**QUALIFICATIONS AND APPOINTMENT OF COOK COUNTY MEDICAL EXAMINER**

**BE IT ORDAINED**, by the Cook County Board of Commissioners that Chapter 38, Article VI, Division 1, Section 38-112 of the Cook County Code is hereby amended as follows:

**PRESIDENT continued**

**PROPOSED ORDINANCE AMENDMENT continued**

**ITEM #2 cont'd**

**Sec. 38-112. Qualifications and appointment.**

(a) The Medical Examiner must be a physician licensed by the State of Illinois to practice medicine in all its branches and must hold a certificate from the American Board of Pathology in both Forensic Pathology and Anatomic Pathology.

(b) The Medical Examiner shall be appointed by the President of the Cook County Board of Commissioners with the advice and consent of the Board of Commissioners. The Medical Examiner, once so approved by the Board, shall serve for a term of five years. This notwithstanding, the Medical Examiner may be removed by a written request of the President to the Board of Commissioners upon a claim of negligence, malfeasance, misfeasance, immoral, illegal or unethical conduct or failure to properly execute the duties of such position, accompanied by a certification that such request is not being made pursuant to any considerations prohibited by the Shakman Consent Decree and subject to a hearing and an affirmative vote of a majority of the members of the Board of Commissioners. Upon expiration of said term, the President may reappoint the Medical Examiner to a subsequent term in the manner set forth aforesaid. ~~In case of a vacancy in the office of the Medical Examiner, the vacancy shall be filled in the manner set forth aforesaid for the unexpired part of the term.~~ For purposes of this section, the term of office of the current Medical Examiner shall be deemed to have commenced on December 6, 2010. In case of a vacancy in the Medical Examiner position, the vacancy shall be filled in the manner set forth aforesaid.

**PRESIDENT**  
**DEPARTMENT OF HOMELAND SECURITY**  
**AND EMERGENCY MANAGEMENT**

**PROPOSED GRANT AWARDS**

**ITEM #3**

Transmitting a Communication, dated June 19, 2012 from

MICHAEL MASTERS, Executive Director,  
Department of Homeland Security and Emergency Management

requesting authorization to accept a grant award in the amount of \$153,405.00 from the Illinois Emergency Management Agency (IEMA) for the Federal Fiscal Year 2009 Homeland Security Grant, Regional Catastrophic Preparedness Grant Program (RCPGP) which provides funding to hire four regional planners to assist the Regional Catastrophic Planning Team (RCPT) with the development of capabilities/resource assessments and plans to aid the efficient deployment of critical assets and mass evacuation efforts during a catastrophic event.

**PRESIDENT**  
**DEPARTMENT OF HOMELAND SECURITY**  
**AND EMERGENCY MANAGEMENT continued**

**PROPOSED GRANT AWARDS continued**

**ITEM #3 cont'd**

Estimated Fiscal Impact: None. Grant Award: \$153,405.00. Funding period: July 1, 2012 through July 31, 2013.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

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**ITEM #4**

Transmitting a Communication, dated June 19, 2012 from

MICHAEL MASTERS, Executive Director,  
Department of Homeland Security and Emergency Management

requesting authorization to accept a grant award in the amount of \$153,405.00 from the Illinois Emergency Management Agency (IEMA) for the Federal Fiscal Year 2010 Homeland Security Grant, Regional Catastrophic Preparedness Grant Program (RCPGP) which provides funding to hire four regional planners to assist the Regional Catastrophic Planning Team (RCPT) with the development of capabilities/resource assessments and plans to aid the efficient deployment of critical assets and mass evacuation efforts during a catastrophic event.

Estimated Fiscal Impact: None. Grant Award: \$153,405.00. Funding period: July 1, 2012 through July 31, 2013.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

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**ITEM #5**

Transmitting a Communication, dated June 14, 2012 from

MICHAEL MASTERS, Executive Director,  
Department of Homeland Security and Emergency Management

requesting authorization to accept a grant award in the amount of \$29,830.21 from the U.S. Department of Justice, Bureau of Justice Assistance, Bulletproof Vest Partnership grant which provides funding to reimburse up to fifty percent of the cost of National Institute of Justice (NIJ) compliant armored vests purchased or replaced by Cook County government.

**PRESIDENT**  
**DEPARTMENT OF HOMELAND SECURITY**  
**AND EMERGENCY MANAGEMENT continued**

**PROPOSED GRANT AWARDS continued**

**ITEM #5 cont'd**

This grant requires that Cook County match fifty percent of the funds awarded. The cash match consists of a portion of the cost to procure armored vests.

Estimated Fiscal Impact: \$29,830.21. Grant Award: \$29,830.21. Funding period: April 1, 2011 through August 31, 2013. (Various-320 Accounts).

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

**PROPOSED CONTRACT**

**ITEM #6**

Transmitting a Communication, dated July 2, 2012 from

MICHAEL MASTERS, Executive Director,  
Department of Homeland Security and Emergency Management  
and  
MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Systems Solutions, Inc., Northbrook, Illinois, for the purchase of incident management software.

Reason: The Department of Homeland Security and Emergency Management received Homeland Security grant funding for the purchase of incident management software that will be used by various Cook County agencies and partners to assist in ensuring a common operating picture among key county stakeholders during various events. This software system was selected as a collaborative solution between the State of Illinois, Cook County and the City of Chicago, and was successfully deployed in a trial run during the North Atlantic Treaty Organization Summit. Approval of this contract will allow for the County to be able to share pertinent information throughout the County and also with City and State partners during emergency incidents and large scale events, further enhancing cooperation and improving collaboration to ensure the safety and security of first responders and residents.

Estimated Fiscal Impact: None. Grant Funded Amount: \$1,687,469.00. (769-579 Account).

The Chief Procurement Officer concurs.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

Vendor has met the Minority and Women Business Enterprise Ordinance.

**COMMISSIONERS**

**PROPOSED ORDINANCE AMENDMENT**

**ITEM #7**

Submitting a Proposed Ordinance Amendment sponsored by

JOHN A. FRITCHEY and LARRY SUFFREDIN, County Commissioners

**PROPOSED ORDINANCE AMENDMENT**

**LEGISLATIVE COUNSEL TO THE COOK COUNTY BOARD OF COMMISSIONERS**

**WHEREAS**, during the FY2011 Budget deliberations, an amendment was introduced and approved by the Cook County Board to create two Legislative Counsel positions and one Administrative Support position; and

**WHEREAS**, the impetus for creating these positions was to assist the Board of Commissioners in creating, analyzing and when called upon, to opine on legislation created by a single or multiple members intended for presentation to the entire County Board; and

**WHEREAS**, said Legislative Counsel positions were to be completely independent of the Executive branch and of any other elected official, including the Office of the State's Attorney, in order to avoid a conflict of interest when reviewing or opining on legislation as well as to function on behalf of and exclusively in the best interest of the Cook County Board of Commissioners; and

**WHEREAS**, although the three Legislative Counsel positions created during the FY2011 were reduced to one during the FY2012 budget, the underlying need for the Legislative Counsel function persists; and

**WHEREAS**, despite the remaining Legislative Counsel position being fully funded, it has yet to be filled; and

**WHEREAS**, it is also prudent to establish the qualifications, mission and duties of said Legislative Counsel.

**NOW, THEREFORE, BE IT ORDAINED**, by the Cook County Board of Commissioners that Chapter 50 Libraries, Article I, Legislative Reference Services, of the Cook County Code is hereby amended as follows:

**Sec. 50-1. Title.**

This article shall be known as the "Legislative Reference Services Act" and may be cited as such.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #7 cont'd**

##### **Sec. 50-2. Recitals.**

The President and the Board of Commissioners of the County of Cook find that all of the recitals contained in the preambles to this article are full, true and correct and do incorporate them into this article by this reference.

##### **Sec. 50-3. Public purpose.**

It is hereby found, determined and declared that the purpose of this article is to assist the Board and President in the research and drafting of amendments, ordinances and resolutions for consideration before the Board; ensure that ordinances and resolutions prepared are accurate in form, structure and uniformity; maintain a legislative library and make certain that the County's Code is updated accurately.

##### **Sec. 50-4. Director, staff and duties.**

(a) The President shall appoint the Legislative Reference Director who shall be responsible for assisting the Board and President in the research and drafting of amendments, ordinances and resolutions for consideration before the Board; ensure that ordinances and resolutions prepared are accurate in form, structure and uniformity; maintain a legislative library and make certain that the County's Code is updated accurately.

(b) The Legislative Reference Director shall serve under the Executive Law Librarian and have access to Cook County Law Library Research Assistants and Staff as needed and directed.

(c) The Executive Law Librarian shall provide assistance, materials and research materials as needed for use by the Legislative Reference Director.

(d) The Legislative Reference Director shall notify the Clerk of the Board that the ordinances and resolutions prepared are accurate in form, structure and uniformity.

##### **Sec. 50-5. Legislative Counsel to the Board of Commissioners, qualifications, mission and duties.**

(a) The Legislative Counsel shall be appointed by the President of the Board of Commissioners with the advice and consent of the Board of Commissioners and shall serve until removed by the President with the advice and consent of the Board of Commissioners. In case of a vacancy in the office of the Legislative Counsel, the vacancy shall be filled in the manner set forth aforesaid.

(b) The Legislative Counsel to the Board of Commissioners must be an attorney admitted to practice law in the State of Illinois and knowledgeable in some or all of the following: political science; parliamentary practice; legislative procedure; and the methods of research, statutory revision and legislative drafting.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #7 cont'd**

(c) The mission of the Legislative Counsel to the Board of Commissioners is to assist the Board in the development of sound public policy, ensure the integrity of the legislative process, and preserve the legislative branch in its proper constitutional role in county government. The duties of the Legislative Counsel shall be as follows:

- Provide legal and policy review of current law and proposed legislation.
- Prepare legal opinions.
- Provide legal advice and research.
- Draft and review legislation.

(d) The Legislative Counsel shall have access to Cook County Law Library Research Assistants and Staff as needed and directed.

(e) The Executive Law Librarian shall provide assistance, materials and research materials as needed for use by the Legislative Counsel.

#### **Sec. 50-56. Confidentiality.**

Documents, research and ordinance material submitted to the Legislative Reference Director or the Legislative Counsel to the Board of Commissioners shall be confidential and publication shall not be issued without the consent of the requestor.

#### **Sec. 50-67. Rules and regulations.**

The Legislative Reference Director shall promulgate rules and regulations to carry out the provisions of this Act.

#### **Sec. 50-78. Effective date.**

This article shall take effect immediately upon passage.

**Effective Date:** This Ordinance Amendment shall be effective upon passage.

## **CONSENT CALENDAR**

#### **ITEM #8**

Pursuant to Cook County Code Section 2-108(gg) Consent Calendar, the Secretary to the Board of Commissioners hereby transmits Resolutions for your consideration. The Consent Calendar Resolutions shall be published in the Post Board Action Agenda and Journal of Proceedings as prepared by the Clerk of the Board.

**COMMISSIONERS continued**

**COMMITTEE REPORTS**

**ITEM #9**

Finance Subcommittee on Labor ..... Meeting of July 10, 2012

Legislation and Intergovernmental Relations ..... Meeting of July 10, 2012

Rules and Administration ..... Meeting of July 10, 2012

Finance ..... Meeting of July 10, 2012

Zoning and Building ..... Meeting of July 10, 2012

## **COOK COUNTY HEALTH & HOSPITALS SYSTEM**

### **PROPOSED INTERGOVERNMENTAL AGREEMENT AMENDMENT**

#### **ITEM #10**

Transmitting a Communication from

RAM RAJU, MD, MBA, FACHE, FACS, Chief Executive Officer,  
Cook County Health & Hospitals System

requesting approval of "Amendment 2 to the Intergovernmental Agreement between the Cook County Health & Hospitals System, Cook County Board of Commissioners, and the Illinois Department of Healthcare and Family Services." This intergovernmental agreement (IGA) amendment will permit implementation of several key components of the "early expansion" Section 1115 Medicaid Waiver proposal currently under review by the Centers for Medicare and Medicaid Services (CMS). The original IGA being amended was approved by the System Board in March, 2009, and was amended ("Amendment 1") in February, 2011 and by the County Board on April 15, 2009 and March 15, 2011, respectively.

Specifically, Amendment 2:

1. Permits the System to seek reimbursement for services rendered by community partner providers for waiver enrollees;
2. Specifies a process by which the System will be reimbursed monthly by a "per member per month (PMPM) methodology for waiver enrollees;
3. Modifies the section wherein the System will reimburse the State of Illinois for "onsite" enrollment office expenses, and other costs related to waiver implementation; and
4. Permits data sharing between the Department of Healthcare and Family Services HFS and the System;

The provisions of this IGA are consistent with the requirements of HB5007, as signed into law by Governor Quinn on June 14, 2012.

The Cook County Health & Hospitals System Board of Directors approved the above item at its meeting of June 29, 2012.

**BUREAU OF FINANCE**

**PROPOSED ORDINANCE**

**ITEM #11**

Transmitting a Communication, dated July 24, 2012 from

TARIQ G. MALHANCE, Chief Financial Officer

respectfully submitting a Proposed Ordinance providing for the issuance of Sales Tax Revenue Bonds, Series 2012 for your approval.

Submitting a Proposed Ordinance sponsored by

TONI PRECKWINKLE, President, JOHN P. DALEY, JOAN PATRICIA MURPHY and  
ROBERT B. STEELE, County Commissioners

**PROPOSED ORDINANCE**

**AN ORDINANCE providing for the issuance of Sales Tax Revenue Bonds, Series 2012, of the County of Cook, Illinois; the approval, execution and delivery of a Master Trust Indenture and of a First Supplemental Indenture: and providing for other matters in connection with the issuance of the Series 2012 Bonds**

**WHEREAS**, pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the "Illinois Constitution", the County of Cook, Illinois (the "County") is a home rule unit of local government and as such may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

**WHEREAS**, the County may also exercise powers relating to the power to tax and to incur debt pursuant to the Counties Code, as supplemented and amended by the Local Government Debt Reform Act of the State of Illinois (collectively, the "Act"); and

**WHEREAS**, the Board of Commissioners of the County (the "Corporate Authorities") has not adopted any ordinance, resolution, order or motion or provided any County Code provisions which restrict or limit the exercise of the home rule powers of the County in the issuance of sales tax revenue bonds for corporate purposes or which otherwise provide any special rules or procedures for the exercise of such powers; and

**WHEREAS**, it is in the best interests of the inhabitants of the County and necessary for the welfare of the government and affairs of the County to provide for financing surface transportation and highway improvements, including, but not limited to, arterial street and highway construction and resurfacing, bridge and other structural improvements and repairs, traffic signal modernization, new traffic signal installation and median construction (collectively, the "Series 2012 Project"); and

**WHEREAS**, the specific transportation and highway improvement projects initially constituting the Series 2012 Project are as set forth on Exhibit A to this Ordinance; and

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

**WHEREAS**, the costs of the Series 2012 Project are estimated to be not less than One Hundred Million Dollars (\$100,000,000); and

**WHEREAS**, the Corporate Authorities have determined that it is advisable and necessary to authorize the issuance of County of Cook, Illinois, Sales Tax Revenue Bonds, Series 2012 (the "Series 2012 Bonds") for the following purposes: (i) paying a portion of the costs of the Series 2012 Project; (ii) capitalizing interest payable on the Series 2012 Bonds to the extent determined to be necessary as provided herein; (iii) funding a debt service reserve fund for the Series 2012 Bonds to the extent determined to be necessary as provided herein; and (iv) paying the expenses of issuing the Series 2012 Bonds; and

**WHEREAS**, the County, by virtue of its constitutional home rule powers and all laws applicable thereto has the power to issue the Series 2012 Bonds and such borrowing is for a proper public purpose and in the public interest; and

**WHEREAS**, the Corporate Authorities have determined that in connection with the issuance of the Series 2012 Bonds it is advisable and necessary to authorize the execution and delivery of a master trust indenture (the "Master Indenture"), and one or more supplemental trust indenture (collectively, the "First Supplemental Indenture"); and

**WHEREAS**, while the Series 2012 Bonds will be secured by and payable from Pledged Sales Tax Revenues, as defined and described in the Master Indenture, the County expects to use moneys allotted to the County from the State Motor Fuel Tax Fund, as provided in Section 8 of the Motor Fuel Tax Law (35 ILCS 505/1 et seq, as amended) (the "County Motor Fuel Tax Revenues"), to reimburse itself for all or portions of such Pledged Sales Tax Revenues as are applied to pay debt service on the Series 2012 Bonds, with such reimbursement subject to approval by the Illinois Department of Transportation ("IDOT") pursuant to the provisions of Division 7 of Article 5 of the Illinois Highway Code (605 ILCS 1/1-101 et seq, as amended); and

**WHEREAS**, the County wishes to request approval from IDOT to apply County Motor Fuel Tax Revenues for the purposes described in the prior preamble.

**NOW THEREFORE BE IT ORDAINED**, by the Board of Commissioners of the County of Cook, Illinois, as follows:

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

**Section 1. Findings.** The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do hereby incorporate them into this Ordinance by this reference. It is hereby found and determined that the Corporate Authorities have been authorized by law to issue the Series 2012 Bonds to pay the costs of the Series 2012 Project. It is hereby found and determined that such borrowing of money pertains to the government and affairs of the County, is necessary for the welfare of the government and affairs of the County, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive. The issuance of the Series 2012 Bonds is authorized by the Illinois Constitution and the Act and the Series 2012 Bonds shall be issued pursuant to the Illinois Constitution and the Act.

**Section 2. Issuance of the Series 2012 Bonds.**

(a) There shall be authorized the issuance of the Series 2012 Bonds in the aggregate principal amount of not to exceed One Hundred Twenty-five Million Dollars (\$125,000,000) plus an amount equal to the amount of any original issue discount used in the marketing of the Series 2012 Bonds (not to exceed ten percent (10%) of the principal amount thereof) for the purposes described in the preambles to this Ordinance. The Series 2012 Bonds may be issued from time to time in said aggregate principal amount, or such lesser aggregate principal amount as may be determined by the Chief Financial Officer of the County (it being hereby expressly provided that in the event of a vacancy in the office of Chief Financial Officer or the absence or temporary or permanent incapacity of the Chief Financial Officer, the officer so designated by the President shall be authorized to act in the capacity of the Chief Financial Officer for all purposes of this Ordinance). Each of the Series 2012 Bonds shall be designated "Sales Tax Revenue Bonds, Series 2012", with such additions, modifications or revisions as shall be determined to be necessary by the Chief Financial Officer at the time of the sale and having any other authorized features determined by the Chief Financial Officer as desirable to be reflected in the title of the Series 2012 Bonds.

(b) The Bonds shall be issued and secured pursuant to the terms and provisions of the Master Trust Indenture, the First Supplemental Indenture but within the limitations prescribed in this Ordinance. The Master Trust Indenture and the First Supplemental Indenture are both to be entered into between the County and such trustee having its principal corporate trust office located within the County (the "Trustee") as shall be selected by the President or the Chief Financial Officer. The President and the Chief Financial Officer are each hereby authorized to execute and deliver the Master Trust Indenture, and the First Supplemental Indenture on behalf of the County, such Master Trust Indenture to be in substantially the form attached hereto as Exhibit B, and such First Supplemental Indenture to be in substantially the form attached hereto as Exhibit C and each is made a part hereof and hereby approved with such changes therein as shall be approved by the President or Chief Financial Officer executing the same, with such execution to constitute conclusive evidence of their approval and the Corporate Authorities' approval of any changes or revisions therein from the form attached hereto. All capitalized terms used in this Ordinance without definition shall have the meanings assigned to such terms in the Master Trust Indenture, or the First Supplemental Indenture. The President and the Chief Financial Officer are each hereby authorized to act as an Authorized Officer for the purposes provided in the Master Trust Indenture, and the First Supplemental Indenture.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

(c) The Master Trust Indenture shall set forth such covenants with respect to the imposition and application of the Pledged Sales Tax Revenues as shall be deemed necessary by the Chief Financial Officer in connection with the sale of the Series 2012 Bonds. The Series 2012 Bonds shall be executed by the officers of the County and prepared in the form as provided in the First Supplemental Indenture, with such changes therein as shall be approved by the President or the Chief Financial Officer executing the same, with such execution to constitute conclusive evidence of their approval and the Corporate Authorities' approval of any changes or revisions therein from the form attached thereto.

(d) The principal of the Series 2012 Bonds shall become due and payable on or before the later of: (i) November 15, 2042 or (ii) the date which 30 years after the date of issuance of the Series 2012 Bonds. The Series 2012 Bonds shall be dated no earlier than August 1, 2012 and not later than the date of issuance thereof, as shall be provided in the First Supplemental Indenture (any such date for any Bonds being the "Dated Date"). The Series 2012 Bonds that are Current Interest Bonds shall bear interest at a rate or rates not to exceed seven percent (7%) per annum as determined by the Chief Financial Officer at the time of the sale thereof. The Series 2012 Bonds that are Capital Appreciation Bonds or Capital Appreciation and Income Bonds shall have yields to maturity (as defined below) not to exceed seven percent (7%) per annum as determined by the Chief Financial Officer at the time of the sale thereof. Each Series 2012 Bond that is a Capital Appreciation Bond or a Capital Appreciation and Income Bond shall bear interest from its date at the rate per annum compounded semiannually on each May 15 and November 15, commencing on such May 15 or November 15 as determined by the Chief Financial Officer at the time of sale thereof that will produce the yield to maturity identified therein until the maturity date thereof (the "Yield to Maturity"). Interest on the Series 2012 Bonds that are Capital Appreciation Bonds shall be payable only at the respective maturity dates thereof. Interest on the Series 2012 Bonds that are Capital Appreciation and Interest Bonds shall be payable only on Interest Payment Dates occurring after the Interest Commencement Date.

(e) The Series 2012 Bonds may be issued as Fixed Rate or Variable Rate Bonds as provided in the First Supplemental Indenture, all as determined by the Chief Financial Officer at the time of the sale thereof. Interest rates on Variable Rate Bonds shall be established as provided in the definition of Variable Rate Bonds in the Master Trust Indenture and specified Series 2012 Bonds issued as Variable Rate Bonds may bear interest at rates that differ from the rates borne by other Series 2012 Bonds issued as Variable Rate Bonds and may have different optional and mandatory tender and purchase provisions. Any Series 2012 Bond that initially bears interest at a Variable Rate may thereafter bear such other interest rate or rates as may be established in accordance with the provisions of the related supplemental indenture.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

(f) The Series 2012 Bonds shall be redeemable prior to maturity at the option of the County, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the principal amount of Series 2012 Bonds that are Current Interest Bonds being redeemed and expressed as a percentage of the Accreted Amount of Series 2012 Bonds that are Capital Appreciation Bonds being redeemed) not to exceed one hundred three percent (103%), plus, in the case of Series 2012 Bonds that are Current Interest Bonds, accrued interest to the date of redemption, all as shall be determined by the Chief Financial Officer at the time of the sale thereof. Certain of the Series 2012 Bonds may be made subject to sinking fund redemption, at par and accrued interest to the date fixed for redemption, as determined by the Chief Financial Officer at the time of the sale thereof; *provided* that the Series 2012 Bonds shall reach final maturity not later than the date set forth in Section 2(d) hereof.

(g) Each Series 2012 Bond that is a Current Interest Bond shall bear interest (computed upon the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months) payable on the first days of May and November of each year, commencing on such May 1 and November 1 as determined by the Chief Financial Officer at the time of the sale thereof.

(h) The Series 2012 Bonds may be issued in either certificated or book-entry only form as determined by the Chief Financial Officer. In connection with the issuance of Series 2012 Bonds in book-entry only form, the Chief Financial Officer is authorized to execute and deliver a representation letter to the book-entry depository selected by the Chief Financial Officer in substantially the form previously used in connection with obligations issued by the County in book-entry form.

**Section 3. Sale of the Series 2012 Bonds; Bond Order; Financing Team; Execution of Documents Authorized; Undertakings; Offering Materials; Credit Facilities; ISDA Documents.**

(a) The Chief Financial Officer is hereby authorized to sell all or any portion of the Series 2012 Bonds to the Underwriters described in Section 3(c) below, from time to time, and in one or more series, on such terms as he or she may deem to be in the best interests of the County; *provided* that the Series 2012 Bonds shall not be sold at a purchase price that is less than ninety-eight percent (98%) of the par amount of the Series 2012 Bonds (but exclusive of any net original issue discount used in the marketing of the Series 2012 Bonds, which shall not exceed 10% of the principal amount thereof), plus accrued interest, if any, on the Series 2012 Bonds from their Dated Date to the date of their issuance. Nothing contained in this Ordinance shall limit the sale of the Series 2012 Bonds, or any maturity or maturities thereof, at a price or prices in excess of the principal amount thereof.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

(b) All or any portion of the Bonds may be issued as (i) bonds the interest paid and received thereon is excludable from the gross income of the owners thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code") (except to the extent that such interest is taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations) ("Tax-Exempt Bonds"); or (ii) bonds the interest paid and received thereon is not excludable from the gross income of the owners thereof for federal income tax purposes under the Code ("Taxable Bonds"). The Chief Financial Officer may elect to use such title or designation as he or she shall deem appropriate to reflect the federal tax status of interest paid and received with respect to the Series 2012 Bonds as either Tax-Exempt or Taxable.

(c) The selection of the following party or parties in the capacity as indicated is hereby expressly approved in connection with the issuance and sale of the Series 2012 Bonds:

<b><u>Capacity</u></b>	<b><u>Party or Parties</u></b>
Senior Manager	Wells Fargo Bank, N. A.
Co-Senior Manager	Rice Financial Products
Co-Managers	Ramirez & Co., Inc.
	JP Morgan Securities LLC
	BMO Capital Markets
	PNC Capital Markets LLC
	George K. Baum & Company
Bond Counsel	Mayer Brown LLP
Co-Bond Counsel	Charity & Associates P.C.
Financial Advisor	A.C. Advisory, Inc.
Underwriters' Counsel	Ungaretti & Harris LLP
Co-Underwriters' Counsel	Greene and Letts

The President and the Chief Financial Officer are hereby expressly authorized and directed to select the Trustee, their selection thereof to constitute approval by the Corporate Authorities without further official action by or direction from the Corporate Authorities. The Trustee shall be a bank or corporate trust company having fiduciary powers.

## **BUREAU OF FINANCE continued**

### **PROPOSED ORDINANCE continued**

#### **ITEM #11 cont'd**

(d) Subsequent to the sale of the Series 2012 Bonds, the Chief Financial Officer shall file in the office of the County Clerk a Bond Order, with a copy of the executed Master Trust Indenture and the First Supplemental Indenture each attached and directed to the Corporate Authorities identifying: (i) the aggregate principal amount of the Series 2012 Bonds sold and the purchase price at which the Series 2012 Bonds were sold; (ii) the principal amount of the Series 2012 Bonds maturing and subject to mandatory redemption in each year; (iii) the optional redemption provisions applicable to the Series 2012 Bonds; (iv) the interest rate or rates payable on the Series 2012 Bonds; (v) the amount of the Series 2012 Bonds being sold as Capital Appreciation Bonds, Capital Appreciation and Interest Bonds or Current Interest Bonds; (vi) the amount of Series 2012 Bonds being sold as Variable Rate Bonds; (vii) the Dated Date of the Series 2012 Bonds; (viii) the identity of any municipal bond insurer and of any provider of a debt service reserve fund surety bond; (ix) the identity of any provider of a Credit Facility; (x) the federal income tax status of the Series 2012 Bonds are either Tax Exempt or Taxable; (xi) the terms of any Qualified Swap Agreement, including the identify of any Swap Provider; (xii) the identity of any remarketing agent; (xiii) the information regarding the title and designation of the Series 2012 Bonds; together with (xiv) any other matter authorized by this Ordinance to be determined by the Chief Financial Officer at the time of sale of the Series 2012 Bonds, and thereafter the Series 2012 Bonds so sold shall be duly prepared and executed in the form and manner provided herein and delivered to the respective Underwriters in accordance with the terms of sale.

(e) The President, the Chief Financial Officer or any other officer, official or employee of the County so designated by a written instrument signed by the President or the Chief Financial Officer and filed with the Trustee (a "Designated Officer") are hereby authorized to execute such documents, with appropriate revisions to reflect the terms and provisions of the Series 2012 Bonds as authorized by this Ordinance and such other revisions in text as the President or the Chief Financial Officer shall determine are necessary or desirable in connection with the sale of the Series 2012 Bonds, to effect the issuance and delivery and maintenance of the status of the Series 2012 Bonds, including but not limited to:

- (i) the contract of purchase (the "*Purchase Contract*") by and between the County and the Underwriters, which Purchase Contract shall be in form acceptable to the Chief Financial Officer and as customarily entered into by the County;
- (ii) the continuing disclosure undertaking (the "*Continuing Disclosure Undertaking*"), as approved by the Chief Financial Officer to effect compliance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, with such revisions as are deemed appropriate to reflect the issuance of the Series 2012 Bonds as bonds secured by Pledged Sales Tax Revenues;
- (iii) such certification, tax returns and documentation as may be required by Bond Counsel, including, specifically, a tax agreement, to render their opinion as to the Tax Exempt status of Series 2012 Bonds; and

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

- (iv) the execution thereof by such Designated Officers is hereby deemed conclusive evidence of approval thereof with such changes, additions, insertions, omissions or deletions as such officers may determine, with no further official action of or direction by the Corporate Authorities.

(f) When the Continuing Disclosure Undertaking is executed and delivered on behalf of the County, it will be binding on the County and the officers, agents, and employees of the County, and the same are hereby authorized and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed and delivered. Notwithstanding any other provisions hereof, the sole remedies for failure to comply with any Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Series 2012 Bond to seek mandamus or specific performance by court order, to cause to the County to comply with its obligations thereunder.

(g) Offering Materials. The preparation, use and distribution of a preliminary official statement and an official statement relating to the sale and issuance of the Series 2012 Bonds are hereby authorized and approved. The President and Chief Financial Officer are each hereby authorized to execute and deliver an official statement relating to the sale and issuance of the Series 2012 Bonds on behalf of the County, and in substantially the form previously used by the County with such revisions as the President or the Chief Financial Officer shall determine are necessary or required in connection with the sale of the Series 2012 Bonds.

(h) In connection with the sale of the Series 2012 Bonds, if determined by the President or the Chief Financial Officer to be in the best financial interest of the County, the Chief Financial Officer is authorized to procure one (1) or more municipal bond insurance policies covering all or a portion of the Series 2012 Bonds and to procure one (1) or more debt service reserve fund surety bonds for deposit into the Series 2012 Debt Service Reserve Subaccount.

(i) In connection with the sale of the Series 2012 Bonds, the President or the Chief Financial Officer is hereby authorized to obtain a Credit Facility with one or more financial institutions. The President or the Chief Financial Officer is hereby authorized to enter into a reimbursement agreement and to execute and issue a promissory note in connection with the provisions of each Credit Facility. Any Credit Facility and any reimbursement agreement shall be in substantially the form of the credit facilities and reimbursement agreements previously entered into by the County in connection with the sale of general obligation bonds or notes, but with such revisions in text as the President or the Chief Financial Officer shall determine are necessary or desirable, the execution thereof by the President or the Chief Financial Officer to evidence the approval by the Corporate Authorities of all such revisions. The annual fee paid to any financial institution that provides a Credit Facility shall not exceed two percent (2.00%) of the average principal amount of such Series 2012 Bonds outstanding during such annual period. The final form of reimbursement agreement entered into by the County with respect to the Series 2012 Bonds shall be attached to the Bond Order filed with the County Clerk pursuant to this Section. Any promissory or similar note delivered in connection with any such reimbursement agreement shall mature not later than the final maturity date of the Bonds and each such promissory or similar note shall bear interest at a rate not exceeding 15 (fifteen) percent per annum. The President or the Chief Financial Officer is hereby authorized to execute and deliver each such reimbursement agreement.

## **BUREAU OF FINANCE continued**

### **PROPOSED ORDINANCE continued**

#### **ITEM #11 cont'd**

(j) In connection with the sale of the Series 2012 Bonds, the President or the Chief Financial Officer is hereby authorized to execute and deliver from time to time one or more "Qualified Swap Agreements" (as defined in the Master Indenture) with Swap Providers (as defined in the Master Indenture) selected by the Chief Financial Officer. The stated aggregate notional amount under all such agreements authorized hereunder shall not exceed the principal amount of the Series 2012 Bonds issued hereunder (net of offsetting transactions entered into by the County). Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency - Single Jurisdiction version or the Multicurrency-Cross Border version of the 1992 ISDA Master Agreement accompanied by the U.S. Municipal Counterparty Schedule published by the International Swap Dealers Association (the "ISDA") or any successor form to be published by the ISDA, and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the officer of the County executing the same, his or her execution to constitute conclusive evidence of the Corporate Authorities' approval of such insertions, completions and modifications thereof. Amounts payable by the County under any such agreement (being "Swap Payments") shall constitute operating expenses of the County payable from any moneys, revenues, receipts, income, assets or funds of the County available for such purpose or be payable from the sources pledged to the payment of the Series 2012 Bonds, as the Chief Financial Officer may from time to time determine. Such amounts shall not constitute an indebtedness of the County for which its full faith and credit is pledged. Nothing contained in this Section shall limit or restrict the authority of the President or the Chief Financial Officer to enter into similar agreements pursuant to prior or subsequent authorization of the Corporate Authorities.

(k) In connection with the sale of any Series 2012 Bonds issued as Variable Rate Bonds, the President or the Chief Financial Officer is hereby authorized to execute and deliver a Remarketing Agreement relating to the Series 2012 Bonds in substantially the form previously used for similar financings of the County, with appropriate revisions in text as the President or the Chief Financial Officer shall determine are necessary or desirable, the execution thereof by the President or the Chief Financial Officer to evidence the approval by the Corporate Authorities of all such revisions. The President or the Chief Financial Officer is hereby delegated the authority to appoint a remarketing agent with respect to the Series 2012 Bonds in the manner provided in the First Supplemental Indenture.

**Section 4. Alternative Allocation of Proceeds of Series 2012 Bonds.** The County by its Corporate Authorities reserves the right, as it becomes necessary from time to time, to change the purposes of expenditure of the Series 2012 Bonds, to change priorities, to revise cost allocations between expenditures and to substitute projects, in order to meet current needs of the County; subject, however, to the provisions of the Act and to the tax covenants of the County relating to the Tax Exempt status of interest on Tax Exempt Bonds and further subject to the provisions of the Master Indenture, and the First Supplemental Indenture regarding amendments thereto. To the extent any action of the County described in the prior sentence is proposed to be taken with respect to the proceeds of Tax Exempt Bonds, it shall be conditioned on receipt by the County of an Opinion of Bond Counsel to the effect that such action shall not cause the interest on such Bonds to become subject to federal income taxation.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

**Section 5. Reimbursement.** None of the proceeds of the Tax Exempt Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the County prior to the date hereof except architectural, engineering costs or construction costs incurred prior to commencement of the Series 2012 Project or expenditures for which an intent to reimburse was properly declared under Treasury Regulations Section 1.150-2. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.150-2 as to all costs of the Series 2012 Project paid after the date hereof and prior to issuance of the Series 2012 Bonds.

**Section 6. Tax Covenant.** With respect to any Tax Exempt Bonds, the County covenants to take any action required by the provisions of Section 148(f) of the Code in order to assure compliance with Section 709 of the Master Indenture. Nothing contained in this Ordinance shall limit the ability of the County to issue all or a portion of the Series 2012 Bonds as bonds the interest on which will be includable in the gross income of the owners thereof for federal income tax purposes under the Code if determined by the Chief Financial Officer to be in the best interest of the County.

**Section 7. Use of County Motor Fuel Tax Revenues.** The Chief Financial Officer is hereby authorized to submit to IDOT a request for approval by IDOT (the "IDOT Request") of the County's right to apply County Motor Fuel Tax Revenues as reimbursement for all or portions of the Pledged Sales Tax Revenues as are applied to pay debt service on the Series 2012 Bonds to finance the Series 2012 Project. This Ordinance shall constitute the resolution required by Section 5-403 of the Illinois Highway Code for the IDOT Request. The County Superintendent of Highways (the "Superintendent") shall submit a certified copy of this Ordinance, together with all Exhibits, to IDOT and the Superintendent and the Chief Financial Officer are authorized to provide IDOT with such additional documents or information as shall be requested by IDOT in connection with the IDOT Request.

**Section 8. Performance Provisions.** The President, the Chief Financial Officer, the County Clerk, for and on behalf of the County 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 County under and pursuant to this Ordinance, the Master Indenture, and the First Supplemental Indenture, and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance, the Master Indenture, and the First Supplemental Indenture, including but not limited to, the exercise following the delivery date of any of the Series 2012 Bonds of any power or authority delegated to such official of the County under this Ordinance with respect to the Series 2012 Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth. The President, the Chief Financial Officer, the County Clerk and other officers, agents and employees of the County are hereby further authorized, empowered and directed for and on behalf of the County, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance, the Master Indenture and the First Supplemental Indenture or to evidence said authority.

## **BUREAU OF FINANCE continued**

### **PROPOSED ORDINANCE continued**

#### **ITEM #11 cont'd**

**Section 9. Proxies.** The President and the Chief Financial Officer may each designate another to act as their respective proxy and to affix their respective signatures to, in the case of the President, each of Series 2012 Bonds, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the President or the Chief Financial Officer pursuant to this Ordinance, the Master Indenture, and the First Supplemental Indenture. In each case, each shall send to the County Board written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the President and the Chief Financial Officer, respectively. A written signature of the President or the Chief Financial Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be filed with the County Clerk. When the signature of the President is placed on an instrument, certificate or document at the direction of the President in the specified manner, the same, in all respects, shall be as binding on the County as if signed by the President in person. When the signature of the Chief Financial Officer is so affixed to an instrument, certificate or document at the direction of the Chief Financial Officer, the same, in all respects, shall be binding on the County as if signed by the Chief Financial Officer in person.

**Section 10. This Ordinance a Contract.** The provisions of this Ordinance shall constitute a contract between the County and the registered owners of the Series 2012 Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided. This Ordinance shall be construed in accordance with the provisions of State law without reference to its conflict of law principles.

**Section 11. Prior Inconsistent Proceedings.** All ordinances, resolutions, motions or orders, or parts thereof, in conflict with the provisions of this Ordinance, are to the extent of such conflict hereby repealed.

**Section 12. Immunity of Officers and Employees of County.** No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance contained against any past, present or future elected or appointed officer, director, member, employee or agent of the County, or of any successor public corporation, as such, either directly or through the County or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected or appointed officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this Ordinance and the issuance of such Series 2012 Bonds.

**Section 13. Passage and Approval.** Presented, Passed, Approved and Recorded by the County of Cook, Illinois, a home rule unit of government, this 24<sup>th</sup> day of July, 2012.

**Section 14. Effective Date.** This Ordinance shall take effect immediately upon its enactment.

Exhibits "A", "B" and "C" referred to in this Ordinance read as follows:

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

Exhibit A: Proposed Highway Department Capital Plan, 2012-2014

Exhibit B: Master Trust Indenture

Exhibit C: First Supplemental Trust Indenture

THIS MASTER TRUST INDENTURE dated as of [August 1], 2012 (this "*Master Indenture*"), by and between the County of Cook, a home rule unit of local government organized and existing under the laws of the State of Illinois (the "*County*"), and \_\_\_\_\_, a \_\_\_\_\_ duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with its principal corporate trust office located in \_\_\_\_\_, \_\_\_\_\_, as Trustee (the "*Trustee*").

**WITNESSETH:**

WHEREAS, by virtue of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the "*State*"), the County is a home rule unit of local government and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the County deems it to be in the best interests of the inhabitants of the County and necessary for the welfare of the government and affairs of the County to provide an alternative means of financing various projects and purposes for the benefit of the County and its residents, including, but not limited to, surface transportation and highway improvements, including arterial street and highway construction and resurfacing, bridge and other structural improvements and repairs, traffic signal modernization, new traffic signal installation and median construction; infrastructure improvements to enhance the development of economic activity, including industrial street and corridor improvements, commercial streetscaping, median landscaping, and hazardous building demolition; and constructing, equipping, altering and repairing various of County facilities, including administrative offices, hospitals and health care facilities, correctional facilities, courthouses, and fleet management facilities (collectively, the "*Project*"); and

WHEREAS, pursuant to an ordinance duly adopted by the Board of Commissioners of the County on [July 24], 2012, the County has duly authorized this Master Indenture to issue Bonds (as hereinafter defined) for the purpose of financing costs of the Project and paying costs related to the issuance of the Bonds and the President and the Chief Financial Officer have appointed \_\_\_\_\_ to act as Trustee under this Master Indenture; and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Master Indenture provided, the valid, binding and legal obligations of the County according to the import thereof, and to constitute this Master Indenture a valid pledge of and grant of a lien on the Pledged Sales Tax Revenues (as hereinafter defined) to secure the payment of the principal of, premium, if any, and interest on the Bonds have been done and performed, in due form and time, as required by law; and

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

WHEREAS, the execution and delivery of this Master Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

**GRANTING CLAUSES**

NOW, THEREFORE, THIS MASTER TRUST INDENTURE WITNESSETH:

That in order to secure the payment of the principal of, premium, if any, and interest on all Bonds issued and to be issued hereunder, according to the import thereof, and the performance and observance of each and every covenant and condition herein and in the Bonds contained, and for and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Bonds by the respective Owners (as hereinafter defined) thereof, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Bonds shall be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Owners thereof, the County does hereby pledge and grant a lien upon the following Trust Estate to the Trustee and its successors in trust and assigns, to the extent provided in this Master Indenture:

- (a) The Pledged Sales Tax Revenues;
- (b) All moneys and securities and earnings thereon in all Funds, Accounts and Sub-Accounts established pursuant to this Master Indenture; and
- (c) Any and all other moneys, securities and property furnished from time to time to the Trustee by the County or on behalf of the County or by any other Persons (as hereinafter defined) to be held by the Trustee under the terms of this Master Indenture.

BUT IN TRUST NEVERTHELESS, for the equal and proportionate benefit and security of the Bonds issued and to be issued hereunder and secured by this Master Indenture, including any Bonds hereafter issued, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of any one Bond over any other or from the others by reason of priority in the issue or negotiation thereof or by reason of the date or dates of maturity thereof, or for any other reason whatsoever (except as expressly provided in this Master Indenture), so that each and all of such Bonds shall have the same right, lien and privilege under this Master Indenture and shall be equally secured hereby, with the same effect as if the same had all been made, issued and negotiated upon the delivery hereof (all except as expressly provided in this Master Indenture, as aforesaid).

AND IN TRUST FURTHER, for the benefit and security of the Junior Lien Obligations (as hereinafter defined) to the extent provided herein and in the Supplemental Indentures executed and delivered from time to time authorizing the issuance of such Junior Lien Obligations.

## **BUREAU OF FINANCE continued**

### **PROPOSED ORDINANCE continued**

#### **ITEM #11 cont'd**

PROVIDED, HOWEVER, that these presents are upon the condition that, if the County, or its successors, shall well and truly pay or cause to be paid, or provide for the payment of all principal, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner stipulated therein and herein, then this Master Indenture and the rights hereby granted shall cease, terminate and be void, but shall otherwise be and remain in full force.

AND IT IS HEREBY COVENANTED AND AGREED by and among the County, the Trustee and the Owners from time to time of the Bonds, that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all Persons who shall from time to time be or become the Owners thereof, and the trusts and conditions upon which the moneys and securities hereby pledged are to be held and disposed of, which trusts and conditions the Trustee hereby accepts, are as follows:

### **ARTICLE I**

#### **DEFINITIONS AND CONSTRUCTION**

*Section 101. Definitions* The following terms shall, for all purposes of this Master Indenture, have the following meanings unless a different meaning clearly appears from the context:

*“Accountant”* means an independent certified public accountant or a firm of independent certified public accountants of recognized national or regional standing (who may be the accountants who regularly audit the books and accounts of the County) who are selected and paid by the County and who shall not have been engaged by any Person or entity other than the County to render accounting services with respect to the books and records of the County for the period or any portion thereof to be covered by the accounting services to be rendered on behalf of the County.

*“Accreted Amount”* means, with respect to any Capital Appreciation Bonds, the amount set forth in the Supplemental Indenture authorizing such Bonds as the amount representing the initial public offering price thereof, plus the amount of interest that has accreted on such Bonds, compounded periodically, to the date of calculation, determined by reference to accretion tables contained in each such Bond or contained or referred to in any Supplemental Indenture authorizing the issuance of such Bonds. The Accreted Amounts for such Bonds as of any date not stated in such tables shall be calculated by adding to the Accreted Amount for such Bonds as of the date stated in such tables immediately preceding the date of computation a portion of the difference between the Accreted Amount for such preceding date and the Accreted Amount for such Bonds as of the date shown on such tables immediately succeeding the date of calculation, apportioned on the assumption that interest accretes during any period in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months.

*“Additional Bonds”* means Bonds authenticated and delivered on original issuance pursuant to Section 204 hereof.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

*“Adjusted Pledged Sales Tax Revenues”* means for any applicable period of time, Pledged Sales Tax Revenues adjusted to reflect any increase or decrease approved by the Board of Commissioners in the rate at which Home Rule Sales Taxes are to be imposed and collected and either is in effect at time that Additional Bonds are proposed to be issued in accordance with Section 204 hereof or will be in effect subsequent to the time of such issuance but was not in effect during the period specified in Section 204(A)(1) hereof.

*“Annual Debt Service Requirement”* means, with respect to any Fiscal Year, the aggregate of the Interest Requirement and the Principal Requirement for such Fiscal Year.

*“Authorized Denominations”* means \$5,000 or any integral multiple thereof, or, in the case of Additional Bonds or Refunding Bonds, such other denominations as may be specified in the Supplemental Indenture authorizing the issuance thereof.

*“Authorized Officer”* means the President, the Chief Financial Officer and any other officer or employee of the County authorized to perform specific acts or duties hereunder by ordinance or resolution duly adopted by the Board of Commissioners.

*“Average Annual Debt Service Requirement”* means, as of any date of calculation, the mathematical mean of the Annual Debt Service Requirements for all Outstanding Bonds.

*“Board of Commissioners”* means the governing body of the County as from time to time constituted.

*“Bond”* or *“Bonds”* means any bond or bonds, including the Bonds and Additional Bonds, authenticated and delivered under and pursuant to this Master Indenture.

*“Bond Insurance Policy”* means the bond insurance policy and any other municipal bond new issue insurance policy insuring and guaranteeing the payment of the principal of and interest on a Series of Bonds or certain maturities thereof as may be provided in the Supplemental Indenture authorizing such Series.

*“Bond Insurer”* means any bond insurer of any Series of Bonds and any other Person authorized under law to issue a Bond Insurance Policy.

*“Bond Year”* means any year beginning on January 1 and ending the following December 31.

*“Business Day”* means any day which is not a Saturday, a Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of any Fiduciary is located are authorized by law or executive order to close (and such Fiduciary is in fact closed).

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

“*Capital Appreciation and Income Bond*” means any Bond as to which accruing interest is not paid prior to the Interest Commencement Date specified therefor and is compounded periodically on certain designated dates prior to the Interest Commencement Date specified therefor, all as provided in the Supplemental Indenture authorizing the issuance of such Capital Appreciation and Income Bond.

“*Capital Appreciation Bond*” means any Bond the interest on which (i) shall be compounded periodically on certain designated dates, (ii) shall be payable only at maturity or redemption prior to maturity and (iii) shall be determined by subtracting from the Accreted Amount the initial public offering price thereof, all as provided in the Supplemental Indenture authorizing the issuance of such Capital Appreciation Bond. The term “*Capital Appreciation Bond*” as used throughout this Master Indenture also includes any Capital Appreciation and Income Bond prior to the Interest Commencement Date specified therefor.

“*Chief Financial Officer*” means the Chief Financial Officer of the County appointed by the President.

“*Code and Regulations*” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated or proposed pursuant thereto as the same may be in effect from time to time.

“*Counsel’s Opinion*” means an opinion signed by an attorney or firm of attorneys of recognized standing in the area of law to which the opinion relates (which attorney may include the State’s Attorney for the County).

“*County*” means the County of Cook, Illinois, a home rule unit of local government.

“*County Code*” means the County of Cook, Illinois Code of Ordinances (2006), as amended.

“*Credit Bank*” means, as to any particular Series of Bonds, the Person (other than a Bond Insurer) providing a Credit Facility, as may be provided in the Supplemental Indenture authorizing such Series; provided that any Credit Bank or obligations secured by such Credit Bank must be rated in one of the three highest rating categories (without reference to gradations such as “plus” or “minus”) by the Rating Services then rating the Bonds.

“*Credit Facility*” means, as to any particular Series of Bonds, a letter of credit, a line of credit, a guaranty, a standby bond purchase agreement or other credit or liquidity enhancement facility, other than a Bond Insurance Policy, as may be provided in the Supplemental Indenture authorizing such Series.

“*Current Funds*” means moneys which are immediately available in the hands of the payee at the place of payment.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

“*Current Interest Bond*” means any Bond the interest on which is payable on the Interest Payment Dates provided therefor in the Supplemental Indenture authorizing such Bond. The term “*Current Interest Bond*” as used throughout this Master Indenture also includes any Capital Appreciation and Income Bond from and after the Interest Commencement Date specified therefor.

“*DTC*” means The Depository Trust Company, New York, New York, as securities depository for the Bonds.

“*DTC Participant*” shall mean any securities broker or dealer, bank, trust company, clearing corporation or other organization depositing the Bonds with DTC pursuant to the book-entry only system described in Section 203 hereof.

“*Debt Service Fund*” means the Debt Service Fund established in Section 502 hereof.

“*Debt Service Reserve Fund*” means the Debt Service Reserve Fund established in Section 502 hereof.

“*Defeasance Government Obligations*” means Government Obligations which are not subject to redemption other than at the option of the holder thereof.

“*Defeasance Obligations*” means (i) Defeasance Government Obligations and (ii) obligations of any state or territory of the United States or any political subdivision thereof which obligations are rated in the highest rating category by any of the Rating Services and which obligations meet the following requirements: (a) the obligations are not subject to redemption or the trustee therefor has been given irrevocable instructions by the issuer thereof to call such obligations for redemption; (b) the obligations are secured by cash or Defeasance Government Obligations that may be applied only to interest, principal and premium payments of such obligations; (c) the principal of and interest on the Defeasance Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations; (d) the Defeasance Government Obligations serving as security for such obligations are held by an escrow agent or trustee; and (e) the Defeasance Government Obligations are not available to satisfy any other claims, including those against such escrow agent or trustee.

“*Depository*” means any bank, national banking association or trust company having capital stock, surplus and retained earnings aggregating at least \$10,000,000, selected by an Authorized Officer as a depository of moneys and securities held under the provisions of this Master Indenture, and may include the Trustee.

“*Deposit Day*” means the Business Day specified in Section 504 hereof on which day a withdrawal from the Pledged Sales Tax Revenue Fund and a deposit to one or more other Funds or Accounts is required to accomplish the payments and transfers required by Section 504 of this Master Indenture.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

“*Escrow Agent*” means with respect to any Bonds refunded after the date of execution and delivery of this Master Indenture, any trust company, bank or national banking association duly appointed for such purpose.

“*Event of Default*” means any event so designated and specified in Section 801 hereof.

“*Excess Earnings*” shall have the meaning ascribed to such term in an applicable tax regulatory agreement or certificate.

“*Fiduciary*” or “*Fiduciaries*” means the Trustee, the Registrar, the Paying Agents and any Depositary, or any or all of them, as may be appropriate.

“*Fiscal Year*” means the period from December 1 through November 30 of the immediately succeeding calendar year or such other twelve month period as may be designated by the Board of Commissioners as the fiscal year of the County.

“*Government Obligations*” means (i) any direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, including SLGs, and (ii) certificates of ownership of the principal of or interest on obligations of the type described in clause (i) of this definition, (a) which obligations are held in trust by a commercial bank which is a member of the Federal Reserve System in the capacity of a custodian; (b) the owner of which certificate is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying obligations; and (c) for which the underlying obligations are held in safekeeping in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any Person claiming through the custodian, or any Person to whom the custodian may be obligated.

“*Home Rule Sales Tax Revenues*” means, collectively for any Fiscal Year or other period of time, all collections distributed to the County of those taxes (“Home Rule Sales Taxes”) imposed by the County pursuant to its home rule powers as currently authorized by the Home Rule County Retailers’ Occupation Tax Act of the State, as amended, and the Home Rule County Service Occupation Tax Act of the State, as amended, or any successor or substitute law, ordinance or other legislation subsequently enacted (which taxes are currently imposed by the County pursuant to Sections 74-150 et seq. and 74-190 et seq., respectively, of the County Code, or successor or substitute taxes therefor as provided by law in the future.

“*Initial Bonds*” shall mean the first Series of Bonds (which may consist of one or more Series of Bonds issued simultaneously hereunder) issued under this Master Indenture pursuant to a Supplemental Indenture relating thereto.

“*Interest Payment Date*” means May 15 and November 15 of each year.

## **BUREAU OF FINANCE continued**

### **PROPOSED ORDINANCE continued**

#### **ITEM #11 cont'd**

*“Interest Period”* means the period from the date of the Bonds of any Series to and including the day immediately preceding the first Interest Payment Date and thereafter shall mean each period from and including an Interest Payment Date to and including the day immediately preceding the next Interest Payment Date.

*“Interest Requirement”* for any Interest Period, as applied to Bonds of any Series then Outstanding, shall mean the total of the sums that would be deemed to accrue on such Bonds during such Interest Period if the interest on the Current Interest Bonds of such Series were deemed to accrue daily during such year or Interest Period in equal amounts, and employing the methods of calculation set forth (i) in Section 207(A) hereof in the case of a Qualified Swap Agreement and (ii) in subparagraphs (X) and (Y) of Section 205(B) hereof in the cases of Optional Tender Bonds and Variable Rate Bonds; provided, however, that interest expense shall be excluded from the determination of Interest Requirement to the extent that such interest is to be paid (a) from the proceeds of Bonds allocable to the payment of such interest as provided in the Supplemental Indenture authorizing the issuance of such Bonds or other available moneys or from investment (but not reinvestment) earnings thereon if such proceeds shall have been invested in Investment Securities and to the extent such earnings may be determined precisely or (b) from investment earnings on deposit in the Interest Sub-Account derived from the investment of moneys on deposit therein or the transfer of investment earnings from the Debt Service Reserve Fund to the extent any such earnings may be determined precisely. Unless the County shall otherwise provide in a Supplemental Indenture, interest expense on Credit Facilities drawn upon to purchase but not to retire Bonds shall not be included in the determination of the Interest Requirement; provided that any such interest that exceeds the interest otherwise payable on such Bonds shall be included in the determination of the Interest Requirement. If interest is not payable at a single numerical rate for the entire term of such Bonds, then “Interest Requirement” shall have the appropriate meaning assigned thereto by the Supplemental Indenture authorizing such Bonds.

*“Interest Sub-Account”* means the sub-account of that name in the Debt Service Fund established in Section 502.

*“Investment Securities”* means any of the following securities authorized by law as permitted investments of County funds at the time of purchase thereof:

- (i) Government Obligations;
- (ii) bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Government National Mortgage Association, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Land Banks, Federal Home Loan Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Tennessee Valley Authority, United States Postal Service, Farmers Home Administration, Export-Import Bank, Federal Financing Bank, Resolution Funding Corporation and Student Loan Marketing Association;

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

- (iii) investments in a money market fund registered under the Investment Company Act of 1940, as amended (including any such money market fund sponsored by or affiliated with any Fiduciary), comprised of any of the investments set forth in subparagraph (i) or subparagraph (ii) above then rated in the highest rating category by the Rating Agencies then rating the Bonds;
- (iv) negotiable or non-negotiable certificates of deposit or time deposits or other banking arrangements issued by any bank, trust company or national banking association (including any Fiduciary), which certificates of deposit or time deposits or other banking arrangements shall be continuously secured or collateralized by obligations described in subparagraphs (i), (ii) or (iii) of this definition, which obligations shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit or time deposits or other banking arrangements and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association issuing such certificates of deposit or time deposits or other banking arrangements, which certificates of deposit or time deposits or other banking arrangements acquired or entered into pursuant to this subparagraph (iv) shall be deemed for purposes of this Master Indenture, including without limitation Section 603, to constitute investments and not deposits;
- (v) repurchase agreements or forward purchase agreements with any bank, trust company or national banking association (including any Fiduciary) or government bond dealer reporting to the Federal Reserve Bank of New York continuously secured or collateralized by obligations described in subparagraph (i) of this definition, which obligations shall have a market value (exclusive of accrued interest) at all times at least equal to the amortized value of such repurchase agreements, provided such security or collateral is lodged with and held by the Trustee or the County as title holder, as the case may be; and
- (vi) any other investments of County funds authorized by Section 34-4 of the County Code (or any successor or replacement provision of the County Code).

*“Junior Lien Obligations”* means those obligations having a claim on the Trust Estate, including the Pledged Sales Tax Revenues, that is junior in all respects to the claim of the Bonds and are authorized by subsequent supplemental indentures.

*“Letter of Representations”* means the Blanket Issuer Letter of Representations dated [\_\_\_\_\_], between the County and DTC, as the same may from time to time be supplemented and amended.

*“Level Debt Service”* means the largest amount of debt service payable in any applicable Bond Year does not exceed the smallest amount payable in applicable Bond Year by more than \$100,000.

## **BUREAU OF FINANCE continued**

### **PROPOSED ORDINANCE continued**

#### **ITEM #11 cont'd**

“*Mandatory Tender Bonds*” means Bonds issued under structures commonly referred to as “medium term notes” or “put option bonds” and have provisions for the mandatory tender and purchase thereof prior to otherwise applicable maturity or mandatory redemption dates, the extension of any stated mandatory purchase requirements and an increase in the interest rate payable on such Bonds following any such extension.

“*Master Indenture*” means this Master Trust Indenture, dated as of [August 1], 2012, by and between the County and the Trustee, as from time to time amended and supplemented.

“*Maximum Annual Debt Service Requirement*” means, as of any date of calculation, the largest Annual Debt Service Requirement occurring in the then current and all succeeding Fiscal Years.

“*Optional Tender Bonds*” means any Bonds with respect to which the Owners thereof have the option to tender to the County, to any Fiduciary or to any agent thereof, all or a portion of such Bonds for payment or purchase.

“*Outstanding*,” when used with reference to Bonds, means, as of any date, all Bonds theretofore or thereupon being authenticated and delivered under this Master Indenture except:

- (i) Any Bonds cancelled by the Trustee at or prior to such date;
- (ii) Bonds (or portions of Bonds) for the payment or redemption of which moneys and/or Defeasance Obligations, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or date fixed for redemption, are held in trust under this Master Indenture and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given as in Article IV provided or provision satisfactory to the Trustee shall have been made for the giving of such notice;
- (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article III, Section 406 or Section 1106 hereof;
- (iv) Bonds deemed to have been paid as provided in Section 1201(B) hereof; and
- (v) Optional Tender Bonds deemed to have been purchased in accordance with the provisions of the Supplemental Indenture authorizing their issuance in lieu of which other Bonds have been authenticated and delivered under such Supplemental Indenture.

“*Owner*” means any Person who shall be the registered owner of any Bond or Bonds.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

“*Paying Agent*” means any bank, national banking association or trust company designated by an Authorized Officer as paying agent for the Bonds of any Series, and any successor or successors appointed by an Authorized Officer under this Master Indenture.

“*Payment Date*” shall mean any Interest Payment Date or Principal Payment Date.

“*Person*” means and includes an association, unincorporated organization, a corporation, a partnership, a limited liability company, a joint venture, a business trust, or a government or an agency or a political subdivision thereof, or any other public or private entity, or a natural person.

“*Pledged Sales Tax Revenue Fund*” means the Pledged Sales Tax Revenue Fund established in Section 502 hereof.

“*Pledged Sales Tax Revenues*” means for any applicable period of time the Home Rule Sales Tax Revenues.

“*President*” means the President of the Board of Commissioners.

“*Principal*” or “*principal*” means (i) with respect to any Capital Appreciation Bond, the Accreted Amount thereof (the difference between the stated amount to be paid at maturity and the Accreted Amount being deemed unearned interest) except as used in this Master Indenture in connection with the authorization and issuance of Bonds and with the order of priority of payments of Bonds after an event of default, in which case “*principal*” means the initial public offering price of a Capital Appreciation Bond (the difference between the Accreted Amount and the initial public offering price being deemed interest) but when used in connection with determining whether the Owners of the requisite principal amount of Bonds then Outstanding have given any request, demand, authorization, direction, notice, consent or waiver or with respect to the Redemption Price of any Capital Appreciation Bond, “*principal amount*” means the Accreted Amount and (ii) with respect to the principal amount of any Current Interest Bond, the principal amount of such Bond payable in satisfaction of a Sinking Fund Installment, if applicable, or at maturity.

“*Principal Payment Date*” means any date upon which the principal of any Bond is stated to mature or upon which the principal of any Term Bond is subject to redemption in satisfaction of a Sinking Fund Installment; *provided, however*, that “*Principal Payment Date*” may mean, if so provided by a Supplemental Indenture, such other date or dates as may be provided thereby or permitted therein.

“*Principal Requirement*” for any Fiscal Year, an amount equal to the sums that would be scheduled to be paid or come due on such Bonds during such Fiscal Year if

- (i) the principal of the Current Interest Bonds of such Series scheduled to mature or have a required Sinking Fund Installment during such Fiscal Year, and

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

- (ii) the Accreted Amount of the Capital Appreciation Bonds of such Series, scheduled to become due or have a required Sinking Fund Installment during such Fiscal Year, determined by employing the methods of calculation set forth in subparagraphs (X) and (Y) of Section 205(B) hereof in the cases of Variable Rate Bonds and Optional Tender Bonds, were each deemed to accrue daily during such Fiscal Year in equal amounts; *provided, however*, that an amount of principal shall be excluded from the determination of Principal Requirement to the extent that such amount is to be paid (a) from the proceeds of Bonds allocable to the payment of such principal as provided in the Supplemental Indenture authorizing the issuance of such Bonds or other available moneys or from the investment (but not reinvestment) earnings thereon if such proceeds or other moneys shall have been invested in Investment Securities and to the extent such earnings may be determined precisely or (b) from investment earnings on deposit in the Principal Sub-Account derived from the investment of moneys on deposit therein or the transfer of investment earnings from the Debt Service Reserve Fund to the extent any such earnings may be determined precisely.

*“Principal Sub-Account”* means the sub-account of that name in the Debt Service Fund established in Section 502 hereof.

*“Project”* shall have the same meaning as set forth in the preambles to this Master Indenture and also means any other lawful project or expenditures to be financed with the proceeds of a Series of Bonds issued under this Master Indenture as determined by the County and set forth in a Supplemental Indenture authorizing such Series of Bonds.

*“Project Fund”* means the Project Fund established in Section 503(A) hereof.

*“Purchase Price”* means the purchase price established in any Supplemental Indenture authorizing Optional Tender Bonds or Mandatory Tender Bonds as the purchase price to be paid for such Bonds upon an optional or mandatory tender of all or a portion of such Bonds.

*“Qualified Swap Agreement”* means an agreement between the County and a Swap Provider under which the County agrees to pay the Swap Provider an amount calculated at an agreed-upon rate or index based upon a notional amount and the Swap Provider agrees to pay the County for a specified period of time an amount calculated at an agreed-upon rate or index based upon such notional amount or pursuant to which the County purchases a cap or a collar on any interest rate to be paid by the County on Variable Rate Bonds, where each Rating Service (if such Rating Service also rates the unsecured obligations of the Swap Provider or its guarantor) has assigned to the unsecured obligations of the Swap Provider, or of the Person who guarantees the obligation of the Swap Provider to make its payments to the County, as of the date the swap agreement is entered into, a rating that is within the two highest rating classifications established by such Rating Service (without regard to interim gradations within a rating classification, such as plus or minus or any interim numerical gradations).

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

“*Rating Services*” means each and every one of the nationally recognized rating services that shall have assigned ratings to any Bonds Outstanding as requested by or on behalf of the County, and which ratings are then currently in effect.

“*Record Date*” means with respect to the Bonds, the 15th day (whether or not a Business Day) preceding each interest payment date and, with respect to any other Series of Bonds, such other day as may be determined in the applicable Supplemental Indenture.

“*Redemption Price*” means, with respect to any Bond, the Principal thereof plus the applicable premium, if any, payable upon the date fixed for redemption.

“*Refunding Bonds*” means all Bonds hereinafter issued pursuant to Section 205 hereof.

“*Registrar*” means any bank, national banking association or trust company appointed-by an Authorized Officer under this Master Indenture and designated as registrar for the Bonds of any Series, and its successor or successors.

“*Remarketing Agent*” means any placement or remarketing agent at the time serving as such in connection with any Series of the Bonds.

“*Remarketing Agreement*” means any agreement between the County and a Remarketing Agent pursuant to which the Remarketing Agent under certain circumstances will remarket any series of the Bonds.

“*Serial Bonds*” means the Bonds of a Series which shall be stated to mature in annual installments.

“*Series*” means all of the Bonds designated as a series and authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Sections 406 or 1106.

“*Series Debt Service Reserve Insurance Policy*” shall mean the insurance policy, surety bond or other evidence of insurance, if any, deposited to the credit of a Series Sub-Account within the Debt Service Reserve Fund in lieu of or in partial substitution for cash or securities on deposit therein, which policy, bond or the evidence of insurance constitutes an unconditional senior obligation of the issuer thereof. The issuer thereof shall be a municipal bond insurer whose obligations ranking pari passu with its obligations under such policy, bond or other evidence of insurance are rated at the time of deposit of such policy, bond or other evidence of insurance to the credit of such Subaccount within the Debt Service Reserve Fund in any of the three highest rating categories (without regard to gradations within any such category) of any applicable Rating Agencies then rating the Bonds.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

“*Series Debt Service Reserve Letter of Credit*” shall mean the irrevocable, transferable letter or line of credit, if any, deposited to the credit of a Series Sub-Account within the Debt Service Reserve Fund in lieu of or in partial substitution for cash or securities on deposit therein, which letter or line of credit constitutes an unconditional senior obligation of the issuer thereof. The issuer of such letter or line of credit shall be a banking association, bank or trust company or branch thereof whose senior debt obligations rank pari passu with its obligations under such letter or line of credit are rated at the time of deposit of the letter or line of credit to the credit of such Subaccount within the Debt Service Reserve Fund in any of the three highest rating categories (without regard to gradations within any such category) of any applicable Rating Agencies.

“*Series Debt Service Reserve Requirement*” shall mean the amount, if any, required to be on deposit in a Series Sub-Account in the Debt Service Reserve Fund specified in the Supplemental Indenture governing the issuance of and securing the related Series of Bonds.

“*Sinking Fund Installment*” means with respect to the Bonds, each principal amount of Bonds scheduled to be redeemed pursuant to Section 403 hereof, and (ii) with respect to any other Series of Bonds, each principal amount of Bonds scheduled to be redeemed through sinking fund redemption provisions by the application of amounts on deposit in the Principal Sub-Account, established pursuant to Section 202(A)(4)(h) hereof.

“*SLGs*” means United States Treasury Certificates of Indebtedness, Notes and Bonds -State and Local Government Series.

“*State*” means the State of Illinois.

“*Supplemental Indenture*” means any Supplemental Indenture authorized pursuant to Article X hereof.

“*Swap Provider*” means any counterparty with whom the County enters into a Qualified Swap Agreement.

“*Term Bonds*” means the Bonds of a Series other than Serial Bonds, each of which shall be stated to mature on a specified date and which may have one or more Sinking Fund Installments on dates prior to maturity.

“*Trustee*” means \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and any successor or successors appointed under this Master Indenture as hereinafter provided.

“*Trust Estate*” means the Pledged Sales Tax Revenues and all other property pledged to the Trustee pursuant to this Master Indenture.

“*Variable Rate Bonds*” means any Bonds the interest rate on which is not established at the time of issuance thereof at a single numerical rate for the entire term thereof. Variable Rate Bonds: (i) may be issued bearing interest at a variable interest rate or rates, as more fully set forth in the related Supplemental Indenture, including but not limited to variable interest rates that are reset daily or weekly by the Remarketing Agent and variable interest rates commonly referred to as “flexible”, “adjustable” and “commercial paper” (including under circumstances in which specified Bonds of a Series bear interest at rates that differ from the rates borne by other Bonds of the Series and have different accrual, mandatory tender and purchase provisions and default and remedy provisions) (herein collectively referred to as “*Variable Rates*”); (ii) may be issued as “Mandatory Tender Bonds”; and (iii) may be issued under structures commonly referred to as “index rate bonds” in which a per annum rate of interest on the Bonds is calculated as the sum of (A) an “applicable spread” plus (B) the product of an “index” multiplied by an “applicable factor”, as more fully set forth in the related Supplemental Indenture.

*Section 102. Miscellaneous Definitions.* As used herein, and unless the context shall otherwise indicate, the words “Bond”, “Owner”, and “Person” shall include the plural as well as the singular number.

As used herein, the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Master Indenture.

Unless the context shall otherwise indicate, references herein to articles, sections, subsections, clauses, paragraphs and other subdivisions refer to the designated articles, sections, subsections, clauses, paragraphs and other subdivisions of this Master Indenture as originally executed.

## ARTICLE II

### AUTHORIZATION AND ISSUANCE OF BONDS, JUNIOR LIEN OBLIGATIONS AND QUALIFIED SWAP AGREEMENTS

*Section 201. Authorization of Bonds, Junior Lien Obligations and Qualified Swap Agreement.*

(A) The County shall not issue any Bonds while this Master Indenture is in effect except in accordance with the provisions of this Article II. All Bonds issued under this Master Indenture shall be designated “Sales Tax Revenue Bonds,” and shall include such further appropriate designations as the County may determine.

(B) Bonds may be issued in one or more Series and each Bond shall bear upon its face the designation determined for its Series. Any two or more Series may be consolidated for purposes of sale in such manner as may be provided in the Supplemental Indenture authorizing such Series.

(C) The County shall not issue any Junior Lien Obligations or enter into any Qualified Swap Agreements while this Master Indenture is in effect except in accordance with the provisions of this Article II.

*Section 202. General Provisions for Issuance of Bonds.*

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

(A) Bonds of each Series shall be executed by the County and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the County or upon its order, but only upon the receipt by the Trustee, at or prior to such authentication, of:

- (1) A Counsel's Opinion regarding the validity and enforceability of such Bonds and the federal income tax treatment of the interest on such Series of Bonds;
- (2) A written order as to the delivery of such Series of Bonds signed by an Authorized Officer, which order shall direct, among other things, the application of the proceeds of such Bonds;
- (3) A copy of the ordinance authorizing the issuance and sale of such Series of Bonds, certified by the County Clerk or any Deputy County Clerk of the County;
- (4) Executed or true counterparts of this Indenture, the applicable Supplemental Indenture, any Bond Purchase Contract, any Credit Facility and any Remarketing Agreement relating to such Series of Bonds, which shall collectively specify:
  - (a) The authorized principal amount, designation and Series of such Bonds;
  - (b) The purposes for which the such Series of Bonds is being issued;
  - (c) The date, and the maturity date or dates of the Bonds of such Series;
  - (d) The interest rate or rates of such Series, or the manner of determining such rate or rates, and the Interest Payment Dates and Record Dates therefor;
  - (e) The Authorized Denominations and the manner of dating, numbering and lettering of the Bonds of such Series;
  - (f) The Registrar and the Paying Agent or Paying Agents for the Bonds of such Series;
  - (g) The Redemption Price or Prices, if any, and any redemption dates and terms for the Bonds of such Series not determined herein; and
  - (h) The amount and date of each Sinking Fund Installment, if any, for Term Bonds of like maturity of such Series, provided that the aggregate of such Sinking Fund Installments shall equal the aggregate principal amount of all such Term Bonds less the principal amount scheduled to be retired at maturity;

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

- (5) The amount of the Series Debt Service Reserve Requirement, if any, for such Series of Bonds required to be on deposit in the applicable Series Sub-Account in the Debt Service Reserve Fund; and
- (6) Such further documents, moneys and securities as are required by the provisions of this Master Indenture or any Supplemental Indenture.

(B) The Bonds of the same Series and maturity shall be of like tenor except as to denomination and form. After the original issuance of Bonds of a Series, no Bonds of such Series shall be issued except in lieu of or in substitution for other Bonds pursuant to Article III, Section 406 or Section 1106 hereof.

*Section 203. The Bonds.*

(A) Bonds of a Series shall be in denominations of \$5,000 or any integral multiples of \$5,000 (but no single Bond of a Series shall represent principal maturing on more than one date) and shall be numbered consecutively but need not be authenticated or delivered in consecutive order.

(B) The principal and Redemption Price of a Series of Bonds shall be payable at the designated corporate trust offices of the Trustee, in \_\_\_\_\_, \_\_\_\_\_, as Paying Agent, and at such offices of any co-Paying Agent or successor Paying Agent or Paying Agents appointed pursuant to this Master Indenture for the Bonds. Interest on the Bonds shall be payable by check or bank draft mailed or delivered by the Trustee to the Owners as the same appear on the registration books of the County maintained by the Registrar as of the Record Date or, at the option of any Owner of \$1,000,000 or more in aggregate principal amount of the Bonds, by wire transfer of Current Funds to such bank in the continental United States as said Owner shall request in writing to the Registrar.

(C) The Bonds shall be initially issued in the form of a separate single fully registered Bond for each maturity. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, and except as hereinafter provided, the ownership of all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Trustee shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in any Bond, (ii) the delivery to any DTC Participant or any other Person, other than the Owner of any Bond, of any notice with respect to such Bond, including without limitation any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than the Owner of any Bond, of any amount with respect to Principal or Redemption Price of or interest on such Bond. Notwithstanding any other provision of this Master Indenture to the contrary, the County, the Trustee and each other Paying Agent, if any, shall be entitled to treat and consider the Person in whose name each Bond is registered as the absolute owner of such Bond for the purpose of payment of Principal or Redemption Price and interest with respect to such Bond, for the purpose of giving notices of redemption, for the purpose of registering transfers with respect to such Bond and for all other purposes whatsoever. The Trustee and each other Paying Agent, if any, shall pay all Principal or Redemption Price of and interest on the Bonds only to or upon the order of the respective Owners thereof, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to satisfy and discharge fully the County's obligations with respect to payment of Principal or Redemption Price of and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner of a Bond shall receive a Bond certificate evidencing the obligation of the County to make payments of principal or Redemption Price of and interest on the Bonds pursuant to this Master Indenture.

The Owners of the Bonds have no right to the appointment or retention of a depository for such Bonds. DTC may resign or be removed as securities depository under the conditions provided in the Letter of Representations. In the event of any such resignation or removal, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer or cause the transfer of one or more separate Bond certificates to such successor securities depository or (ii) notify DTC of the availability through DTC of Bond certificates and transfer or cause the transfer of one or more separate Bond certificates to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the DTC Participants receiving Bonds shall designate, in accordance with the provisions of this Master Indenture.

The County has heretofore executed and delivered the Letter of Representations to DTC. Notwithstanding any other provision of this Master Indenture, so long as DTC, or its designee, is the Owner of all the Bonds, the provisions set forth in the Letter of Representations shall apply to the redemption of any Bonds and to the payment of Principal or Redemption Price of and interest on the Bonds, including without limitation, that:

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

- (a) presentation of Bonds to the Trustee upon redemption or at maturity shall be deemed made to the Trustee when the right to exercise ownership rights in the Bonds through DTC or DTC's Participants is transferred by DTC on its books; and
- (b) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Owners of Bonds under this Master Indenture on a fractionalized basis on behalf of some or all of those Persons entitled to exercise ownership rights in the Bonds through DTC or DTC's Participants.

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, the Trustee agrees to comply with the terms and provisions of the Letter of Representations.

*Section 204. Initial Bonds and Additional Bonds for Project Purposes*

(A) Subsequent to the issuance of the Initial Bonds, one or more Series of Additional Bonds may be authorized and delivered upon original issuance for the purpose of paying costs of any Project. The Additional Bonds of any such Series shall be authenticated and delivered by the Trustee only upon receipt by it (in addition to the documents, securities and moneys required by Section 202 hereof) of a certificate of an Authorized Officer:

- (1) setting forth the amount of the Adjusted Pledged Sales Tax Revenues for each of the most recent eighteen (18) months next preceding the date of issuance of such Additional Bonds for which the County has received Pledged Sales Tax Revenues ;
- (2) setting forth for the current Bond Year and each Bond Year thereafter, the Annual Debt Service Requirements on account of all Bonds then Outstanding and the Additional Bonds proposed to be issued hereunder;
- (3) establishing that the aggregate amount for any consecutive 12 month period described in subparagraph (1) above shall be not less than 250 percent of the Maximum Annual Debt Service Requirement on account of all Bonds then Outstanding and the Additional Bonds proposed to be issued; and
- (4) stating that all required deposits to all Funds, Accounts and Sub-Accounts hereunder are current.

In applying the foregoing test, if any of the Bonds Outstanding immediately prior to or after the issuance of the Additional Bonds to be issued constitute Optional Tender Bonds or Variable Rate Bonds, the provisions set forth in subparagraphs (X) and (Y) of Section 205(B) shall be applied in determining the Annual Debt Service Requirements of such Bonds.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

(B) The proceeds , including accrued interest, if any, of each Series of Bonds shall be applied upon their delivery as follows:

- (1) There shall be deposited in any Fund, Account or Sub-Account under this Master Indenture the amount, if any, required by the Supplemental Indenture providing for the issuance of such Bonds; and
- (2) The remaining balance shall be deposited in the separate account or accounts established in the Project Fund for the Project specified in such Supplemental Indenture.

(C) Bonds may be issued as Current Interest Bonds, Variable Rate Bonds, Capital Appreciation Bonds, Capital Appreciation and Income Bonds, Optional Tender Bonds or Mandatory Tender Bonds, (Serial Bonds or Term Bonds or any combination thereof, all as provided in the Supplemental Indenture providing for their issuance.

(D) Any Variable Rate Bonds may but are not required to be secured by a Credit Facility; provided, however, that with respect to the issuance of Optional Tender Bonds, the County is required to deliver to the Trustee upon the authorization thereof, a Credit Facility which the Trustee or another Fiduciary may draw upon to pay the Purchase Price thereof. A Credit Facility may, but is not required to be provided in connection with the issuance of Mandatory Tender Bonds.

*Section 205. Refunding Bonds.*

(A) One or more Series of Refunding Bonds may be authenticated and delivered upon original issuance to refund or advance refund any or all Outstanding Bonds of one or more Series, to refund or advance refund any Junior Lien Obligations, to pay costs and expenses incident to the issuance of such Refunding Bonds and to make deposits in any Fund, Account or Sub-Account under this Master Indenture as determined by the County in the Supplemental Indenture authorizing such Bonds.

(B) Refunding Bonds of a Series to refund or advance refund Outstanding Bonds shall be authenticated and delivered by the Trustee only upon receipt by it (in addition to the documents, securities and moneys required by Section 202 hereof) of:

- (1) Such instructions to the Trustee as necessary to comply with all requirements set forth in Section 1201 hereof so that the Bonds to be refunded or advance refunded will be paid or deemed to be paid pursuant to said Section 1201 and no longer outstanding.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

- (2) Either (i) moneys in an amount sufficient to effect payment of the principal and Redemption Price, if applicable, and interest due and to become due on the Bonds to be refunded or advance refunded on and prior to the redemption date or maturity date thereof, as the case may be, which moneys shall be held by the Trustee or any of the Paying Agents in a separate account irrevocably in trust for and assigned to the respective Owners of the Bonds to be refunded or advance refunded, or (ii) Government Obligations in such principal amounts, of such maturities, and bearing interest at such rates as shall be necessary, together with the moneys, if any, deposited with the Trustee at the same time, to comply with the provisions of Section 1201(B) hereof.
- (3) A certificate of an Authorized Officer evidencing either that (a) (i) the final maturity of the Refunding Bonds does not exceed the final maturity of the Bonds being refunded and (ii) the Annual Debt Service Requirements for any Fiscal Year on account of all Bonds Outstanding, after the issuance of such Refunding Bonds and the redemption or provision for payment of the Bonds to be refunded, shall not exceed the Annual Debt Service Requirements for the corresponding Fiscal Years on account of all the Bonds Outstanding, including the Bonds to be refunded, immediately prior to the issuance of such Refunding Bonds or (b) in the case of a refunding of Outstanding Bonds that does not meet the requirements of the preceding clause (a), satisfaction of the test set forth in Section 204(A) hereof in connection with the issuance of Additional Bonds as applied to the Refunding Bonds to be issued under the provisions of this Section, giving effect to the redemption or provision for payment of the Bonds being refunded.

In applying the test set forth in subparagraph (B)(3) above, if any of the Bonds Outstanding immediately prior to or after the issuance of the Refunding Bonds to be issued constitute Optional Tender Bonds or Variable Rate Bonds, the following provisions shall be applied in determining the Annual Debt Service Requirements of such Bonds:

(X) *Optional Tender Bonds.* If any of the Outstanding Bonds constitute Optional Tender Bonds, then for purposes of the amounts to be shown as set forth in subparagraph (B)(3) above, the options of the Owners of such Bonds to tender the same for payment prior to their stated maturity or maturities shall be ignored, and (1) if such Bonds also constitute Variable Rate Bonds, the County shall adjust such amounts to be shown as set forth in subparagraph (B)(3) of this Section as provided in subparagraph (Y) below, and (2) if such Bonds are secured by a Credit Facility, the Credit Bank or obligations secured by credit facilities issued by such Credit Bank, and (3) any obligation the County may have, other than its obligation on such Bonds (which need not be uniform as to all Owners thereof), to reimburse any Credit Bank including any obligations so to reimburse in excess of the Annual Debt Service Requirements on such Bonds (determined without regard to whether such Credit Bank shall then be holding or shall then have had pledged to it such Bonds) shall be subordinated to the obligation of the County on the Bonds.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

(Y) *Variable Rate Bonds.* If any of the Outstanding Bonds constitute Variable Rate Bonds, then for purposes of computing the amounts to be shown as set forth in subparagraph (B)(3) above: (I) the interest rate used in such computation shall be the lower of (a) The 25 Revenue Bond Index published by the Bond Buyer (or if such Index is no longer available, any successor or replacement index) and (b) if and so long as a Qualified Swap Agreement is in effect, the interest rate determined by reference to Section 207 hereof; and (II) the principal amount of such Variable Rate Bonds payable in each applicable Bond Year shall be calculated assuming Level Debt Service for each of the next succeeding twenty (20) Bond Years and with the interest rate calculated as provided in clause (I) above. The conversion of Bonds constituting Variable Rate Bonds to bear interest at a different variable rate or a fixed rate or rates, in accordance with their terms, shall not constitute a new issuance of Bonds under Section 204 or Section 205 of this Master Indenture.

(C) Refunding Bonds of a Series issued to refund or advance refund Junior Lien Obligations shall be authenticated and delivered by the Trustee only upon receipt by it (in addition to the documents, securities and moneys required by Section 202 hereof) of:

- (1) A certificate of an Authorized Officer evidencing satisfaction of the test set forth in Section 204(A) in connection with the issuance of Additional Bonds as applied to the Refunding Bonds to be used under the provisions of this Section.
- (2) A certificate of the trustee then duly appointed or acting under the Supplemental Indenture, indenture, resolution or other appropriate instrument securing and authorizing such Junior Lien Obligations or of the County if there shall be no such trustee, that (i) provision has been duly made for the redemption or payment at maturity of such Junior Lien Obligations in accordance with the terms thereof, (ii) the pledge of Pledged Sales Tax Revenues securing such Junior Lien Obligations and all other rights granted by such indenture, resolution or instrument shall have been discharged and satisfied, and (iii) such trustee or the paying agents for such Junior Lien Obligations hold in trust the moneys or securities, together with investment income thereon, required to effect such redemption or payment.
- (3) A Counsel's Opinion to the effect that all actions required under the indenture, resolution or other appropriate instrument securing and authorizing such Junior Lien Obligations to provide for the redemption or payment of such Junior Lien Obligations have been taken.

(D) The proceeds, including accrued interest, of the Refunding Bonds of each Series shall be applied upon their delivery as follows:

- (1) There shall be deposited in any Fund, Account or Sub-Account under this Master Indenture the amount, if any, required by the Supplemental Indenture authorizing such Series, including, but not limited to, an amount to be applied to the payment of costs and expenses incident to the issuance of such Refunding Bonds.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

- (2) The amount of such proceeds needed for the refunding of the Bonds, Junior Lien Obligations to be refunded, including for the purchase of Defeasance Obligations, and for the payment of expenses incidental to such refunding shall be used for such purposes.
- (3) Any balance of such proceeds shall be deposited in the Pledged Sales Tax Revenue Fund for application pursuant to Section 504.

(E) Such Refunding Bonds may be issued as Capital Appreciation Bonds, Capital Appreciation and Income Bonds, Current Interest Bonds, Variable Rate Bonds, Optional Tender Bonds (provided the County delivers upon the authentication of such Bonds a Credit Facility which the Trustee or another Fiduciary may draw upon to pay the Purchase Price of any such Bonds), Mandatory Tender Bonds, Serial Bonds or Term Bonds or any combination thereof, all as provided in the Supplemental Indenture providing for the issuance thereof.

*Section 206. Junior Lien Obligations.*

(A) The County may authorize and issue Junior Lien Obligations from time to time pursuant to Supplemental Indentures for any of the purposes for which Additional Bonds or Refunding Bonds may be issued hereunder. The Junior Lien Obligations shall be payable out of the Pledged Sales Tax Revenues and may be secured by a pledge and assignment of such amounts in the Junior Lien Debt Service Fund and the Junior Lien Debt Service Reserve Fund as may from time to time be available for the purpose of payment thereof as provided in Section 507 and Section 508 hereof, respectively; *provided, however*, that any such pledge and assignment shall be, and shall be expressed to be, subordinate to the pledge of the Trust Estate as security for the Bonds to the extent provided herein.

(B) The Junior Lien Obligations shall have such terms and provisions as shall be set forth in the Supplemental Indenture providing for the issuance thereof; *provided, however*, that no holder of a Junior Lien Obligation shall have the right to cause the acceleration of any Bonds or any Junior Lien Obligation in the event of a default thereunder.

*Section 207. Hedging Transactions*

(A) If the County shall enter into a Qualified Swap Agreement with a Swap Provider requiring the County to pay a fixed interest rate on a notional amount, requiring the County to pay a variable interest rate on a notional amount or placing a cap or collar on any interest rate to be paid by the County on Variable Rate Bonds, and the County has made a determination that such Qualified Swap Agreement was entered into for the purpose of providing substitute interest payments for Bonds of a particular maturity or maturities in a principal amount equal to the notional amount of the Qualified Swap Agreement or for limiting the County's exposure to fluctuations in interest rates on Variable Rate Bonds, then during the term of the Qualified Swap Agreement and so long as the Swap Provider under such Qualified Swap Agreement is not in default under such Qualified Swap Agreement:

## **BUREAU OF FINANCE continued**

### **PROPOSED ORDINANCE continued**

#### **ITEM #11 cont'd**

- (1) for purposes of any calculation of Interest Requirements, the interest rate on the Bonds of such maturity or maturities shall be determined as if such Bonds bore interest at the fixed interest rate or the variable interest rate, as the case may be, payable by the County under such Qualified Swap Agreement;
  - (2) any net payments required to be made by the County to the Swap Provider pursuant to such Qualified Swap Agreement from Pledged Sales Tax Revenues shall be made from amounts on deposit to the credit of the Interest Sub-Account; and
  - (3) any net payments received by the County from the Swap Provider pursuant to such Qualified Swap Agreement shall be deposited to the credit of the Interest Sub-Account.
- (B) If the County shall enter into a swap agreement of the type generally described in subsection (A) of this Section 207 that does not satisfy the requirements for qualification as a Qualified Swap Agreement, then:
- (1) the interest rate adjustments or assumptions referred to in paragraph (1) of said subsection (A) shall not be made;
  - (2) any net payments required to be made by the County to the Swap Provider pursuant to such swap agreement from Pledged Sales Tax Revenues shall be made only from amounts available to the County pursuant to paragraph (7) of Section 504(B) hereof; and
  - (3) any net payments received by the County from the Swap Provider pursuant to such swap agreement may be treated as Pledged Sales Tax Revenues at the option of the County, and if so treated shall be deposited to the credit of the Pledged Sales Tax Revenue Fund.

### **ARTICLE III**

#### **GENERAL TERMS AND PROVISIONS OF BONDS**

##### *Section 301. Obligation of Bonds; Medium of Payment; Form and Date; Letters and Numbers.*

(A) The Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(B) Any Bonds of a Series shall be issued only in the form of fully registered Bonds without coupons or, pursuant to the provisions of a Supplemental Indenture, in any other form permitted by law at the time of original issuance, including, but not limited to, Bonds which are transferable through a book-entry system.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

(C) Each Bond shall be lettered and numbered as provided in this Master Indenture or the Supplemental Indenture authorizing the Series of which such Bond is a part and so as to be distinguished from every other Bond.

(D) Bonds shall be dated as provided in the Supplemental Indenture authorizing the Bonds of such Series.

*Section 302. Legends.* The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Master Indenture as may be necessary or desirable to comply with custom, law, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the County or the Trustee prior to the authentication and delivery thereof.

*Section 303. Execution and Authentication*

(A) The Bonds shall be executed in the name of the County by the manual or facsimile signatures of its President, Chief Financial Officer and County Clerk, and its corporate seal (or a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced thereon. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been authenticated and delivered by the Trustee, such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any Bond may be signed and sealed on behalf of the County by such persons who at the time of the execution of such Bond shall hold the proper office in the County, although at the date of such Bond such persons may not have been so authorized or have held such office.

(B) The Bonds shall bear a certificate of authentication, in the form set forth in this Master Indenture or the Supplemental Indenture authorizing such Bonds, executed manually by the Trustee. Only such Bonds as shall bear such certificate of authentication shall be entitled to any right or benefit under this Master Indenture, and no such Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any such Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Master Indenture and that the Owner thereof is entitled to the benefits of this Master Indenture.

*Section 304. Interchangeability of Bonds.* Subject to the provisions of Section 306 hereof, any Bond, upon surrender at the principal office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner or its duly authorized attorney, may, at the option of the Owner and upon payment of any charges which the Trustee may make as provided in Section 306, be exchanged for an equal aggregate principal amount of fully registered Bonds of the same Series and maturity and tenor of any other Authorized Denominations.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

*Section 305. Negotiability, Transfer and Registration.*

(A) Each Bond shall be transferable only upon the registration books of the County, which shall be kept for that purpose by the Registrar, by the Owner in person or by its attorney duly authorized in writing, upon surrender thereof with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner or its duly authorized attorney. Upon the transfer of any such Bond, the County shall issue in the name of the transferee a new Bond or Bonds in Authorized Denominations of the same aggregate principal amount, Series and maturity as the surrendered Bond.

(B) The County and each Fiduciary may deem and treat the Person in whose name any Bond shall be registered upon the registration books of the County as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and Redemption Price, if any, of and interest on such Bond and for all other purposes, and all such payments so made to any such Owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor any Fiduciary shall be affected by any notice to the contrary.

*Section 306. Provisions with Respect to Exchanges and Transfers.* In all cases in which the privilege of transferring or exchanging Bonds is exercised, the County shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Master Indenture. All Bonds surrendered in any such exchanges shall forthwith be cancelled by the Trustee. For any exchange or transfer of Bonds, whether temporary or definitive, the County, the Trustee or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid. The Registrar and the Trustee shall not be required to make any registration, transfer or exchange of any Bond during the period between each Record Date and the next succeeding Interest Payment Date of such Bond, or after such Bond has been called for redemption or, in the case of any proposed redemption of Bonds, during the 15 days next preceding the date of first giving notice of such redemption.

*Section 307. Bonds Mutilated, Destroyed, Stolen or Lost.* In case any Bond shall become mutilated or be destroyed, stolen or lost, the County shall execute, and thereupon the Trustee shall authenticate and deliver, a new Bond of like Series, maturity and principal amount as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Trustee or Registrar evidence satisfactory to the County and the Trustee or Registrar that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the County and the Trustee or Registrar with indemnity satisfactory to them and complying with such other reasonable regulations as the County, the Trustee or Registrar may prescribe and paying such expenses as the County and Trustee and Registrar may incur. All Bonds so surrendered to the Trustee or Registrar shall be cancelled by the Trustee in accordance with Section 1205 hereof. Any such new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the County, whether or not the Bonds so alleged to be destroyed, stolen or lost shall be found at any time or be enforceable by anyone, shall be entitled to - equal and proportionate benefits with all other Bonds of the same Series issued under this Master Indenture and shall be equally secured by the moneys or securities held by County or any Fiduciary for the benefit of the Owners.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

*Section 308. Temporary Bonds*

(A) Until the definitive Bonds of any Series are prepared, the County may execute, in the same manner as is provided in Section 303, and, upon the request of the County, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds except as to the denominations thereof and as to exchangeability, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in Authorized Denominations, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The County at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds the Trustee shall authenticate and, without charge to the Owner thereof, deliver in exchange therefor, definitive Bonds of the same aggregate principal amount, Series and maturity as the temporary Bonds surrendered in Authorized Denominations. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant to this Master Indenture.

(B) The Owner of any temporary Bond or Bonds may, at its option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount, Series and maturity of any Authorized Denominations, and thereupon the County shall execute and the Trustee shall authenticate and, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes, fees and charges provided for in Section 306, shall deliver a temporary Bond or Bonds of like aggregate principal amount, Series and maturity in such other Authorized Denominations as shall be requested by such Owner.

(C) All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Trustee.

**ARTICLE IV**

**REDEMPTION OF BONDS**

*Section 401. Privilege of Redemption and Redemption Price.* Bonds subject to redemption prior to maturity shall be redeemable, upon notice given as provided in this Article IV, at such times, at such Redemption Prices and upon such terms, in addition to the terms contained in Article IV, as may be specified in the Supplemental Indenture authorizing such Series.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

*Section 402. Redemption at the Election or Direction of the County.* In the case of any redemption of Bonds at the election or direction of the County, the County shall give written notice to the Trustee of its election or direction so to redeem, of the date fixed for redemption, of the Series, and of the principal amounts of the Bonds of each maturity of such Series to be redeemed. Such notice shall be given at least thirty-five (35) days prior to the specified redemption date or such shorter period as shall be acceptable to the Trustee. In the event notice of redemption shall have been given as in Section 405 provided, there shall be paid on or prior to the specified redemption date to the Trustee an amount in cash or Government Obligations maturing on or before the specified redemption date which; together with other moneys, if any, available therefor held by the Trustee, will be sufficient to redeem all of the Bonds to be redeemed on the specified redemption date at their Redemption Price plus interest accrued and unpaid to the date fixed for redemption; such amount and moneys shall be held in a separate, segregated account for the benefit of the Owners of the Bonds so called for redemption.

*Section 403. Redemption Otherwise Than at County's Election or Direction.* Whenever by the terms of this Master Indenture the Trustee is required or authorized to redeem Bonds otherwise than at the election or direction of the County, the Trustee shall select the Bonds to be redeemed, give the notice of redemption and pay the Redemption Price thereof, plus interest accrued and unpaid to the date fixed for redemption, in accordance with the terms of Articles IV and V to the extent applicable.

*Section 404. Selection of Bonds to Be Redeemed.* Unless otherwise provided by Supplemental Indenture, if less than all of the Bonds of like maturity of any Series shall be called for prior redemption, the particular Bonds or portion of Bonds to be redeemed shall be selected at random by the Trustee not more than 60 days prior to the date fixed for redemption in such manner as the Trustee in its discretion may deem fair and appropriate; *provided, however,* that the portion of any Bond of a denomination of more than the minimum Authorized Denomination for the Bonds of such Series to be redeemed shall be in the principal amount of an Authorized Denomination for the Bonds of such Series and that, in selecting portions of such Bonds for redemption, the Trustee shall treat each such Bond as representing that number of Bonds of said minimum Authorized Denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by said minimum Authorized Denomination. If all Bonds of any Series are held in book-entry only form, the particular Bonds or portions thereof of such Series to be redeemed shall be selected by the securities depository for such Series of Bonds in such manner as such securities depository shall determine.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

*Section 405. Notice of Redemption.* When the Trustee shall receive notice from the County of its election or direction to redeem Bonds pursuant to Section 402, and when redemption of Bonds is authorized or required pursuant to Section 403, the Trustee shall give notice, in the name of the County, of the redemption of such Bonds, which notice shall specify the Series and maturities of the Bonds to be redeemed, the date fixed for redemption and the place or places where amounts due upon such date fixed for redemption will be -payable and, if fewer than all of the Bonds of any like Series and maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed, and, in the case of Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable the Redemption Price of each Bond to be redeemed, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued to the date fixed for redemption, and that from and after such date interest thereon shall cease to accrue and be payable. The Trustee shall mail copies of such notice by first-class mail, postage prepaid, not less than 30 (thirty) days before the date fixed for redemption, to the Owners of the Bonds to be redeemed at their addresses as shown on the registration books of the County maintained by the Registrar. If the Trustee mails notices of redemption as herein provided, notice shall be conclusively presumed to have been given to all Owners.

With respect to an optional redemption of any Bonds, unless moneys sufficient to pay the Redemption Price of the Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may, at the option of the County, state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

If the notice of redemption to be given in connection with an optional redemption of any Series of Bonds is not made expressly conditional as provided in the preceding paragraph, the Trustee will not give any such unconditional notice of redemption unless sufficient funds to pay the full Redemption Price of such Series of Bonds to be redeemed are on deposit with the Trustee at the time such notice is given.

## **BUREAU OF FINANCE continued**

### **PROPOSED ORDINANCE continued**

#### **ITEM #11 cont'd**

*Section 406. Payment of Redeemed Bonds.* Notice having been given in the manner provided in Section 405, the Bonds or portions thereof so called for redemption shall become due and payable on the date fixed for redemption at the Redemption Price, plus interest accrued and unpaid to such date, and, upon presentation and surrender thereof at any place specified in such notice, such Bonds, or portions thereof, shall be paid at the Redemption Price, plus interest accrued and unpaid to such date. If there shall be called for redemption less than all of a Bond, the County shall execute and the Trustee shall authenticate and the appropriate Fiduciary shall deliver, upon the surrender of such Bond, without charge to the Owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, fully registered Bonds of like Series and maturity in any Authorized Denominations. If, on the date fixed for redemption, moneys for the redemption of all the Bonds or portions thereof of any like Series and maturity to be redeemed, together with interest to such date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the date fixed for redemption, interest on the Bonds or portions thereof of such Series and maturity so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the date fixed for redemption, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

### **ARTICLE V**

#### **REVENUES AND ESTABLISHMENT OF FUNDS AND APPLICATIONS THEREOF**

*Section 501. The Pledge Effected by This Master Indenture.*

(A) There are hereby pledged for the payment of the principal and Redemption Price of, and interest on, the Bonds in accordance with their terms and the provisions of this Master Indenture, and a lien is hereby granted for such purpose, subject only to the provisions of this Master Indenture permitting or requiring the application thereof for the purposes and on the terms and conditions set forth in this Master Indenture, (i) the Pledged Sales Tax Revenues, (ii) amounts on deposit in all Funds, Accounts and Sub-Accounts and (iii) any and all other moneys, securities and property furnished from time to time to the Trustee by the County or on behalf of the County or by any other persons to be held by the Trustee under the terms of this Master Indenture; *provided*, that the application of Pledged Sales Tax Revenues to the payment of debt service on any Junior Lien Obligations and to the payments due to a Swap Provider under a Qualified Swap Agreement, and to a counterparty under a swap agreement that is not a qualified swap agreement, is expressly limited as and to the extent provided in this Master Indenture.

(B) The Pledged Sales Tax Revenues and the other moneys, securities and properties hereby pledged shall immediately be subject to the lien and pledge hereof without any physical delivery or further act, and the lien and pledge hereof shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the County, irrespective of whether such parties have notice hereof.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

(C) The Bonds do not represent or constitute a debt of the County or of the State within the meaning of any constitutional or any statutory limitation or a pledge of the full faith and credit of the County or the State or grant to the Owners thereof any right to have the County levy any taxes other than Home Rule Sales Taxes or the General Assembly of the State levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. The Owners of the Bonds shall, however, have the right to enforce the covenants of the County set forth in Section 707 hereof regarding the Pledged Sales Tax Revenues. . The Bonds are payable solely from the Pledged Sales Tax Revenues and sources pledged for their payment in accordance with this Master Indenture.

*Section 502. Establishment of Funds and Accounts.*

(A) The Pledged Sales Tax Revenue Fund is hereby established as a fund held by the County in one or more Depositories.

(B) The following Funds, Accounts and Sub-Accounts are hereby established, all of which are to be held by the Trustee:

1. Debt Service Fund, consisting of the Interest Sub-Account and the Principal Sub-Account,
2. Debt Service Reserve Fund, consisting of such Series Sub-Accounts as may be established by Supplemental Indentures governing the issuance of and securing the related Series of Bonds;
3. Rebate Fund, consisting of such Series Sub-Accounts as may be established by Supplemental Indentures governing the issuance of and securing the related Series of Bonds;
3. Junior Lien Debt Service Fund, consisting of such Series Sub-Accounts as may be established by Supplemental Indentures governing the issuance of and securing the related Series of Junior Lien Obligations; and
4. Junior Lien Debt Service Reserve Fund, consisting of such Series Sub-Accounts as may be established by Supplemental Indentures governing the issuance of and securing the related Series of Junior Lien Obligations.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

*Section 503. Establishment of Project Fund.*

(A) The Project Fund is hereby established, which Project Fund shall be held as a separate, segregated fund by the County in a Depository. The County shall hereafter establish within the Project Fund in connection with the issuance of each Series of Bonds separate, segregated accounts for the deposit of proceeds of such Bonds issued to finance Projects. There shall be paid into the Project Fund the amounts required to be so paid by the provisions of this Master Indenture and any Supplemental Indenture governing the issuance of and securing the related Series of Bonds, and there may be paid into the Project Fund, at the option of the County, any moneys determined to be so applied by the County.

(B) Amounts in each separate, segregated account of the Project Fund established as provided in paragraph (A) above shall be applied to the purpose or purposes and in the manner specified in the Supplemental Indenture authorizing the Series of Bonds the proceeds of which were deposited in such account and upon the written direction of an Authorized Officer.

(C) Moneys in the Project Fund shall be invested at the direction of an Authorized Officer to the fullest extent practicable in Investment Securities maturing in such amounts and at such times as may be necessary to provide funds when needed to pay costs of Projects or such other costs as may be required to be paid from such moneys. The County may, and to the extent required for payments from the Project Fund shall, sell any such Investment Securities at any time, and the proceeds of such sale, and of all payments at maturity and upon redemption of such investments, shall be held in the applicable account in the Project Fund. Earnings received on moneys or securities in a separate account in the Project Fund shall be held as a part of such account and available for the purposes for which moneys in such account are otherwise held.

(D) Subject to the right of the County to substitute any other lawful project or expenditures that will constitute a portion of any Project, the completion, substantial completion or abandonment of construction of any Project to be paid for from the Project Fund shall be evidenced by a Certificate of an Authorized Officer of the County, which certificates shall be filed promptly with the Trustee, stating the date of such completion, anticipated completion or abandonment and the amount, if any, required in the opinion of the signer of such certificate for the payment of any remaining part of the cost of such Project. Upon the filing of such certificates evidencing the completion, substantial completion or abandonment of construction of all Projects to be paid from any separate, segregated account established in the Project Fund pursuant to Section 503(A) or 503(B) hereof, the balance in said account in excess of the amount, if any, stated in such certificates of the County shall be deposited in the following order of priority: (1) in each Series Sub-Account of the Debt Service Reserve Fund to the extent necessary to cause the amount on deposit therein to equal the applicable Series Debt Service Reserve Requirement; provided that in the event amounts available to be so deposited are insufficient to cause all applicable Series Debt Service Reserve Requirements to be satisfied, such amount shall be deposited pro-rata [based on the ratio of (X) the amount of the Series Debt Service Reserve Requirement corresponding to each such Series Sub-Account of the Debt Service Reserve Fund to (Y) the total amount of Series Debt Service Reserve Requirements applicable to all Series Sub-Accounts of the Debt Service Reserve Fund that have been established]; (2) in the Debt Service Fund for application as provided in Section 504(B) to fund any deficiencies in any Funds, Accounts or Sub-Accounts described in Section 504(B); and (3) with any remainder to be applied as provided in paragraph (7) of Section 504(B).

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

*Section 504. Pledged Sales Tax Revenue Fund*

(A) All Pledged Sales Tax Revenues received by the County, unless otherwise directed by this Master Indenture, shall be deposited by the County as received, but in no event more than three Business Days after receipt thereof by the County, into the Pledged Sales Tax Revenue Fund.

(B) Beginning September 1, 2012 and for each month thereafter, on or before the twentieth (20th) day of each month or upon receipt of the Pledged Sales Tax Revenues (or on such earlier Deposit Day as may be required pursuant to a Supplemental Indenture), the County shall withdraw from the Pledged Sales Tax Revenue Fund and transfer to the Trustee the following amounts for application in the following order of priority (provided that if such Deposit Day shall not be a Business Day, then the Deposit Day shall be next Business Day):

- (1) for deposit to the credit of the Interest Sub-Account, an amount equal to (a) 20 (twenty) per cent of the Interest Requirement, less (b) any amounts then on deposit to the credit of said Sub-Account to the extent such amounts have not been excluded from the determination of Interest Requirement as provided in the definition of such term set forth in Section 101 hereof;
- (2) for deposit to the credit of the Principal Sub-Account, an amount equal to (a) 10 (ten) percent of the Principal Requirement, less (b) any amounts then on deposit to the credit of the Principal Sub-Account to the extent such amounts have not been excluded from the determination of Principal Requirement as provided in the definition of such term set forth in Section 101 hereof;
- (3) or deposit to the credit of the Rebate Fund to satisfy the requirements of any applicable tax regulatory certificate or agreement described in Section 509 hereof.
- (4) for deposit to the credit of each Series Sub-Account of the Debt Service Reserve Fund to the extent necessary to cause the amount on deposit therein to equal the applicable Series Debt Service Reserve Requirement; provided that in the event amounts available to be so deposited are insufficient to cause all applicable Series Debt Service Reserve Requirements to be satisfied, such amount shall be deposited pro-rata based on the ratio of (X) the amount of the Series Debt Service Reserve Requirement corresponding to each such Series Sub-Account of the Debt Service Reserve Fund to (Y) the total amount of Series Debt Service Reserve Requirements applicable to all Series Sub-Accounts of the Debt Service Reserve Fund that have been established;
- (5) for deposit to the credit of the Junior Lien Debt Service Fund the amount, if any, as shall be required to be deposited therein in the then current month to pay principal or to meet sinking fund requirements of and interest on all Junior Lien Obligations outstanding, as required by the terms of the Supplemental Indentures authorizing the issuance of such Junior Lien Obligations;

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

- (6) for deposit to the credit of any Junior Lien Debt Service Reserve Fund the amount, if any, as shall be required to be deposited therein in the then current month to provide reserves for such Junior Lien Obligations as shall be secured thereby, as required by the terms of the Supplemental Indentures authorizing the issuance of such Junior Lien Obligations; and
- (7) for deposit as directed by the County to be used for any lawful corporate purpose of the County.

(C) At any time and from time to time, the County may pay to the Trustee for deposit into the Debt Service Fund or the Debt Service Reserve Fund amounts received from the proceeds of Bonds or amounts received from sources other than Pledged Sales Tax Revenues.

*Section 505. Debt Service Fund.*

(A) The Trustee shall pay to the respective Paying Agents in Current Funds (i) out of the Interest Sub-Account on or before each Interest Payment Date for any of the Outstanding Bonds, the amount required for the interest payable on such date; (ii) out of the Principal Sub-Account on or before each Principal Payment Date, an amount equal to the principal amount of the Outstanding Bonds, if any, which mature on such date; and (iii) out of the Principal Sub-Account on or before each Principal Payment Date occasioned by redemption of Outstanding Bonds from Sinking Fund Installments, the amount required for the payment of the Redemption Price of such Outstanding Bonds then to be redeemed. Such amounts shall be paid to the Owners of the Outstanding Bonds by the Paying Agents for the aforesaid purposes on the due dates thereof. The Trustee shall also pay out of the Interest Sub-Account the accrued interest included in the purchase price of Outstanding Bonds purchased for retirement. The Trustee shall also pay out of all of the Sub-Accounts of the Debt Service Fund such additional amounts, if available, permitted to be paid out to the County pursuant to paragraph (B)(4) of this Section 505.

(B) Amounts in the Principal Sub-Account available for the payment of Sinking Fund Installments shall be applied to the purchase or redemption of Bonds as provided in this subsection.

- (1) Amounts deposited to the credit of the Principal Sub-Account to be used in satisfaction of any Sinking Fund Installment may, and if so directed by the County shall, be applied by the Trustee, on or prior to the [thirty-fifth (35th)] day next preceding the next Principal Payment Date on which a Sinking Fund Installment is due, to the purchase of Outstanding Bonds of the Series and maturity for which such Sinking Fund Installment was established. That portion of the purchase price attributable to accrued interest shall be paid from the Interest Sub-Account. All such purchases of Outstanding Bonds shall be made at prices not exceeding the applicable sinking fund Redemption Price of such Bonds plus accrued interest, and such purchases shall be made in such manner as the County shall determine. The principal amount of any Bonds so purchased shall be deemed to constitute part of the Principal Sub-Account until the Principal Payment Date on which such Sinking Fund Installment is due, for the purpose of calculating the amount on deposit in such Sub-Account.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

- (2) At any time up to the thirty-fifth (35th) day next preceding the next Principal Payment Date on which a Sinking Fund Installment is due, the County may purchase with any available funds Outstanding Bonds of the Series and of the maturity for which such Sinking Fund Installment was established and surrender such Bonds to the Trustee at any time up to said date.
- (3) After giving effect to the Outstanding Bonds purchased by the Trustee and Outstanding Bonds surrendered by the County as described in paragraphs (1) and (2) above, which shall be credited against the Sinking Fund Installment at the applicable Redemption Price thereof, and as soon as practicable after the thirty-fifth (35th) day next preceding the next Principal Payment Date on which a Sinking Fund Installment is due, the Trustee shall proceed to call for redemption on such Principal Payment Date Outstanding Bonds of the Series and maturity for which such Sinking Fund Installment was established in such amount as shall be necessary to complete the retirement of the unsatisfied portion of such Sinking Fund Installment. The Trustee shall pay out of the Principal Sub-Account (after transfers thereto from the Debt Service Reserve Fund, if required) to the appropriate Paying Agents, on or before the day preceding such redemption date, the Redemption Price required for the redemption of the Outstanding Bonds so called for redemption, and such amount shall be applied by such Paying Agents to such redemption.
- (4) After making the payments as provided in the preceding paragraph (3) of this subsection, the Trustee shall pay out of all Sub-Accounts of the Debt Service Fund to the County on the next scheduled Principal Payment Date on which a Sinking Fund Installment is due the lesser of (i) the applicable sinking fund Redemption Price of and accrued interest on such Outstanding Bonds surrendered by the County for such date or (ii) the amounts remaining to the credit of all Sub-Accounts of the Debt Service Fund in excess of the amounts required to be on deposit to the credit thereof. The transfer described in this paragraph (4) shall be made prior to the transfer described in Section 505(D), below.
- (5) If the principal amount of Outstanding Bonds retired pursuant to this subsection through application of amounts in satisfaction of any Sinking Fund Installment shall exceed such Sinking Fund Installment, or in the event of the purchase or redemption from moneys other than from the Principal Sub-Account of Outstanding Bonds of any Series and maturity for which Sinking Fund Installments have been established, such excess or the principal amount of Outstanding Bonds so purchased or redeemed, as the case may be, shall be credited toward future scheduled Sinking Fund Installments either (i) in the order of their due dates or (ii) in such order as the County establishes in a certificate signed by an Authorized Officer and delivered to the Trustee not more than fifteen (15) days after the payment in excess of such Sinking Fund Installment.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

(C) Moneys held in the Sub-Accounts of the Debt Service Fund shall be invested as provided in Section 603(A) hereof. Investment income earned as a result of such investment shall be retained in said Sub-Accounts.

(D) On each Principal Payment Date, the Trustee shall determine the amount, if any, remaining in the Principal Sub-Account after all requirements for the payment of principal of the Bonds on such Principal Payment Date have been satisfied. Any such amount shall be transferred promptly from the Principal Sub-Account to the County and deposited in the Pledged Sales Tax Revenue Fund and applied pursuant to Section 504(B) hereof; *provided, however*, that no amounts derived from the investment of moneys in the Principal Sub-Account shall be so transferred but shall be retained therein.

(E) The amount, if any, deposited in the Interest Sub-Account from the proceeds of Outstanding Bonds shall be set aside in such Sub-Account and applied to the payment of the interest on the Bonds with respect to which such proceeds were deposited in accordance with the provisions of the Supplemental Indenture authorizing the issuance of such Bonds.

*Section 506. Debt Service Reserve Fund.*

(A) In lieu of the required deposits into any Series Sub-Account of the Debt Service Reserve Fund, the County may cause to be deposited into such Series Sub-Account a surety bond, an insurance policy, a letter of credit or other credit facility (any such instrument referred to herein as a "*Debt Reserve Credit Facility*") which, in each case, shall be in an amount equal to the difference between the applicable Series Debt Service Reserve Requirement and the sums then on deposit to the credit of such Series Sub-Account. Any Debt Service Credit Facility shall be payable to the Trustee for the equal and ratable benefit of all of the Owners of the Outstanding Bonds of such Series on any date on which moneys shall be required to be withdrawn from such Series Sub-Account and applied to the payment of the Principal of or interest on any such Series of Bonds which withdrawal cannot be met by any cash on deposit to the credit of such Series Sub-Account. The insurer providing such surety bond or insurance policy shall be an insurer whose municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated in either of the two highest rating categories by any of the Rating Agencies, or any insurer who holds either of the two highest policyholder ratings accorded insurers by A.M. Best & Co. (or any comparable service) at the time of deposit. The letter of credit issuer shall be a bank or trust company and any other credit facility issuer shall be a company or other legal entity which is rated in either of the two highest rating categories by any of the Rating Agencies, and the letter of credit or other credit facility itself shall be rated in either of the two highest categories of each of such Rating Agencies at the time of deposit. If a disbursement is made pursuant to any Debt Reserve Credit Facility pursuant to this subparagraph 506(A), the County shall be obligated either (i) to reinstate the maximum limits of such Debt Reserve Credit Facility in accordance with the terms thereof or (ii) to deposit to the credit of such Series Sub-Account, funds in the amount of the disbursement made under such Debt Reserve Credit Facility, or a combination of such alternatives, as shall provide that the amount to the credit of such Series Sub-Account equals the Series Debt Service Reserve Requirement within a time period not longer than would have been required to restore such Series Sub-Account by operation of Section 504(B)(3) hereof.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

(B) In the event that any Debt Reserve Credit Facility deposited with the Trustee as provided in subparagraph (A) above is withdrawn by the issuer thereof or expires and is not renewed, the County shall fund the resulting deficiency with respect to the Debt Service Reserve Requirement (a) by depositing in the applicable Series Sub-Account a new Debt Reserve Credit Facility meeting the requirements of subparagraph (A) above or (b) by funding the Series Debt Service Reserve Requirement from Pledged Sales Tax Revenues as provided in subparagraph (A) above.

*Section 507. Junior Lien Debt Service Fund*

(A) Moneys to the credit of the Junior Lien Debt Service Fund shall be applied to the payment of the principal and sinking fund requirements of and interest on each issue of Junior Lien Obligations in accordance with the provisions of, and subject to the priorities and limitations and restrictions provided in, the respective Supplemental Indentures authorizing the issuance thereof.

(B) At any time and from time to time, the County may pay to the Trustee for deposit into the Junior Lien Debt Service Fund amounts received from the proceeds of Junior Lien Obligations or amounts received from sources other than Pledged Sales Tax Revenues.

*Section 508. Junior Lien Debt Service Reserve Fund.* The Junior Lien Debt Service Reserve Fund shall be funded and moneys therein applied to the payment of the principal of and interest on each issue of Junior Lien Obligations in accordance with the provisions of, and subject to the priorities and limitations and restrictions provided in, the respective Supplemental Indentures authorizing the issuance thereof.

*Section 509. Rebate Fund.*

(A) If and to the extent required by the Code and Regulations, the County shall determine the amount of Excess Earnings with respect to each Series of Bonds and direct the Trustee in writing to transfer from any other of the funds and accounts held by the Trustee hereunder and deposit to the related Series Rebate Subaccount of the Rebate Account, all or a portion of the Excess Earnings with respect to such Series of Bonds.

(B) Moneys on deposit in the related Series Rebate Subaccount of the Rebate Account shall be paid to the Department of the Treasury of the United States of America to the extent and in the manner required by the provisions of the applicable tax regulatory certificate or agreement. Moneys which are determined to be in excess of the amount required to be so rebated shall be deposited to the Interest Sub-Account of the Debt Service Account in accordance with the provisions of such applicable tax regulatory certificate or agreement.

(C) Amounts in the Rebate Account shall not be pledged to Owners of the Bonds.

## **BUREAU OF FINANCE continued**

### **PROPOSED ORDINANCE continued**

#### **ITEM #11 cont'd**

*Section 510. Creation of Additional Accounts and Sub-Accounts.* The Trustee shall, at the written request of the County, establish such additional Accounts within any of the Funds established under this Master Indenture, and Sub-Accounts within any of the Accounts established under this Master Indenture, as shall be specified in such written request, for the purpose of enabling the County to identify or account for more precisely the sources, timing and amounts of transfers or deposits into such Funds, Accounts and Sub-Accounts, the amounts on deposit in or credited to such Funds, Accounts or Sub-Accounts as of any date or dates of calculation, and the sources, timing and amounts of transfers, disbursements or withdrawals from such Funds, Accounts or Sub-Accounts; but the establishment of any such additional Accounts or Sub-Accounts shall not alter or modify in any manner or to any extent any of the requirements of this Master Indenture with respect to the deposit or use of moneys in any Fund, Account or Sub-Account established hereunder.

*Section 511. Payments Under Bond Insurance Policies.* Payments to a Bond Insurer of a Series of Bonds shall be made in accordance with the provisions under the Supplemental Indenture issuing such Series of Bonds.

## **ARTICLE VI**

### **DEPOSITARIES, SECURITY FOR DEPOSITS AND INVESTMENTS OF FUNDS**

*Section 601. Depositaries.* All moneys held by the Trustee under the provisions of this Master Indenture shall be deposited with one or more Depositaries selected by an Authorized Officer in the name of and in trust for the Trustee. All moneys held by the County under this Master Indenture shall be deposited in one or more Depositaries (selected by an Authorized Officer) in the name of the County. All moneys deposited under the provisions of this Master Indenture with the Trustee, the County or any Depository shall be held in trust and applied only in accordance with the provisions of this Master Indenture, and each of the Funds, Accounts and Sub-Accounts established by this Master Indenture shall be a trust fund.

*Section 602. Deposits.*

(A) All moneys held by any Depository under this Master Indenture may be placed on demand or time deposit, as directed by an Authorized Officer, provided that such deposits shall permit the moneys so held to be available for use when needed. Any such deposit may be made in the commercial banking department of any Fiduciary which may honor checks and drafts on such deposit as if it were not a Fiduciary. All moneys held by a Fiduciary may be deposited in its banking department on demand or, if and to the extent directed by an Authorized Officer, on time deposit, provided that such moneys on deposit be available for use when needed. Such Fiduciary shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

(B) All moneys on deposit to the credit of the Debt Service Fund and the Debt Service Reserve Fund not otherwise secured by deposit insurance shall be continuously and fully secured by the Trustee for the benefit of the County and the Owners of the Bonds by lodging with the Trustee as collateral security, Government Obligations having a market value (exclusive of accrued interest) of not less than the amount of such moneys. All moneys on deposit to the credit of the Project Fund not otherwise secured by deposit insurance shall be continuously and fully secured by the appropriate Depository for the benefit of the County and the Owners of the Bonds by lodging with the appropriate Depository as collateral security, Government Obligations having a market value (exclusive of accrued interest) not less than the amount of such moneys. All other moneys held for the County under this Master Indenture shall be continuously and fully secured for the benefit of the County and the Owners of the Bonds in the same manner as provided by the County for similar funds of the County.

(C) All moneys deposited with the Trustee and each Depository shall be credited to the particular Fund, Account or Sub-Account to which such moneys belong.

*Section 603. Investment of Certain Moneys.*

(A) Moneys held in the Debt Service Fund and its Sub-Accounts and the Debt Service Reserve Fund shall be invested and reinvested by the Trustee at the direction of an Authorized Officer confirmed in writing to the fullest extent practicable in Government Obligations which mature no later than necessary to provide moneys when needed for payments to be made from such Accounts or Sub-Accounts, but no moneys in the Debt Service Reserve Fund shall be invested in any Government Obligations maturing more than 10 years from the date of such investment. Amounts in the Pledged Sales Tax Revenue Fund held by the County in a Depository, may be invested by the County at the direction of an Authorized Officer in Investment Securities which mature within one year, but no later than necessary to provide moneys when needed for payments from such Fund and Accounts. Moneys held in any separate, segregated account of the Project Fund held by the County in a Depository may be invested and reinvested by the County at the direction of an Authorized Officer in Investment Securities which mature no later than necessary to provide moneys when needed for payments to be made from such Accounts.

(B) Moneys held in two or more Funds, Accounts or Sub-Accounts may be jointly invested in one or more Investment Securities, provided that such investment complies with all the terms and conditions hereof relating to the investment of moneys in such Funds, Accounts or Sub-Accounts, as the case may be, and the County maintains books and records as to the allocation of such investment as among such Funds, Accounts or Sub-Accounts. Investment income from investments held in the various Funds, Accounts and Sub-Accounts shall remain in and be a part of the respective Funds, Accounts and Sub-Accounts in which such investments are held, except as otherwise provided in this Master Indenture.

(C) Notwithstanding any other provisions of this Master Indenture to the contrary, all investments made under this Master Indenture shall be consistent with the expectations expressed in any arbitrage certificate executed on behalf of the County and filed with the Trustee with respect to any Series of Bonds issued under this Master Indenture.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

*Section 604. Valuation and Sale of Investments.*

(A) Investment Securities in any Fund, Account or Sub-Account created under the provisions of this Master Indenture shall be deemed at all times to be part of such Fund, Account or Sub-Account and any profit realized from the liquidation of such investment shall be credited to such Fund, Account or Sub-Account and any loss resulting from liquidation of such investment shall be charged to such Fund, Account or Sub-Account.

(B) Valuations of Investment Securities held in the Funds, Accounts and Sub-Accounts established hereunder shall be made or caused to be made by the County as often as may be necessary to determine the amounts held therein, except that valuations of Government Obligations held in the Debt Service Fund and its Sub-Accounts and the Debt Service Reserve Fund shall be made at least once each year on such dates as shall be determined by the County. In computing the amounts in such Funds, Accounts and Sub-Accounts, Investment Securities therein shall be valued as provided in paragraph (C) of this Section 604.

(C) The value of Investment Securities shall mean the fair market value thereof, *provided, however*, that all SLGs shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable.

(D) Except as otherwise provided in this Master Indenture, the Trustee at the direction of an Authorized Officer shall sell at the best price obtainable, or present for redemption, any Investment Security held in any Fund, Account or Sub-Account held by the Trustee whenever it shall be necessary to provide moneys to meet any payment or transfer from such Fund, Account or Sub-Account as the case may be. The Trustee and the County shall not be liable or responsible for making any such investment in the manner provided above or for any loss resulting from any such investment.

**ARTICLE VII**

**PARTICULAR COVENANTS AND REPRESENTATIONS OF THE COUNTY**

*Section 701. Payment of Bonds.* The County covenants and agrees that it will pay or cause payment to be made of the principal at maturity and Redemption Price, if any, of every Outstanding Bond, whether a Serial Bond or a Term Bond (subject to the provisions of Section 505(B)(5) hereof), and the interest thereon, at the places, on the dates and in the manner provided in this Master Indenture and in the Bonds. The County further covenants and agrees that it will make deposits to meet all Sinking Fund Installments for the Bonds of a Series for which Sinking Fund Installments are established, in accordance with and subject to the provisions of this Master Indenture and each Supplemental Indenture.

## **BUREAU OF FINANCE continued**

### **PROPOSED ORDINANCE continued**

#### **ITEM #11 cont'd**

*Section 702. Extension of Payment of Bonds.* If the maturity of any Bond or installment of interest shall be extended pursuant to the written consent of the Owner thereof, such Bond or installment of interest shall not be entitled, in case of any default under this Master Indenture, to the benefit of this Master Indenture or to payment out of Pledged Sales Tax Revenues or Funds, Accounts and Sub-Accounts established by this Master Indenture or moneys held by Fiduciaries or Depositaries (except moneys held in trust for the payment of such Bond or installment of interest) until the prior payment of the principal of all Bonds Outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended claims for interest. Nothing herein shall be deemed to limit the right of the County to issue Refunding Bonds and such issuance shall not be deemed to constitute an extension of maturity of Bonds.

*Section 703. Offices for Servicing Bonds.* The County shall at all times maintain one or more Paying Agents and Registrars in Chicago, Illinois or in New York, New York where Bonds may be presented for payment and where Bonds may be presented for registration, transfer or exchange.

*Section 704. Further Assurance.* At any and all times the County shall, as far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further indentures, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming, all and singular, the rights, revenues and other moneys, securities and funds hereby pledged or assigned, or which the County may become bound to pledge or assign.

*Section 705. Power to Issue Bonds and Pledge Pledged Sales Tax Revenues and Other Funds.* The County is duly authorized under all applicable laws and as an exercise of its home rule power to issue the Bonds and to execute and deliver this Master Indenture and to pledge the Pledged Sales Tax Revenues and other moneys, securities and funds pledged by this Master Indenture and to grant the lien granted by this Master Indenture thereon in the manner and to the extent provided in this Master Indenture. The Pledged Sales Tax Revenues and other moneys, securities and funds so pledged, and subject to such lien, are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created by this Master Indenture, and all action on the part of the County to that end has been and will be duly and validly taken. The Bonds and the provisions of this Master Indenture are and will be valid and legally enforceable obligations of the County in accordance with their terms and the terms of this Master Indenture, except to the extent enforceability may be limited by bankruptcy, insolvency and other laws affecting conditions, rights or remedies and the availability of equitable remedies generally. The County covenants that upon the date of issuance of any of the Bonds, all conditions, acts and things required by the Constitution and laws of the State and this Master Indenture to exist, to have happened and to have been performed precedent to or in the issuance of such Bonds shall exist, have happened and have been performed. The County shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of and lien on the Pledged Sales Tax Revenues and other moneys, securities and funds pledged under this Master Indenture and all the rights of the Owners under this Master Indenture against all claims and demands.

## **BUREAU OF FINANCE continued**

### **PROPOSED ORDINANCE continued**

#### **ITEM #11 cont'd**

*Section 706. Indebtedness and Liens.* The County shall not issue any bonds or other evidences of indebtedness, other than the Bonds, Qualified Swap Agreements and Junior Lien Obligations, which are secured by a pledge of or lien on the Pledged Sales Tax Revenues or the moneys, securities or funds held or set aside by the County or by the Trustee under this Master Indenture, and shall not, except as expressly authorized in this Master Indenture, create or cause to be created any lien or charge on the Pledged Sales Tax Revenues or such moneys, securities or funds; *provided, however*, that nothing contained in this Master Indenture shall prevent the County from issuing evidences of indebtedness payable from moneys in the Project Fund as part of the cost of any Project, or payable from or secured by the pledge of Pledged Sales Tax Revenues to be derived on and after such date as the pledge of all of the Pledged Sales Tax Revenues provided in this Master Indenture shall be discharged and satisfied as provided in Section 1201.

*Section 707. Covenants Regarding Pledged Sales Tax Revenues.* The County covenants that it will not (a) take any action legally available to it, including, without limitation, reducing the rate at which Home Rule Sales Taxes are imposed so as to cause its collections of Pledged Sales Tax Revenues in any Fiscal Year to be less than one hundred thirty-five percent (135%) of the sum in such Fiscal Year of (i) the Annual Debt Service Requirement for such Fiscal Year on account of all Outstanding Bonds, (ii) the deposits to the Debt Service Reserve Fund for such Fiscal Year required by the provisions of Section 504(B)(3) hereof, (iii) the deposits to the Junior Lien Debt Service Fund for such Fiscal Year required by the provisions of Section 504(B)(4) hereof and (iv) the deposits to any Junior Lien Debt Service Reserve Fund for such Fiscal Year required by the provisions of Section 504(B)(5) hereof; or (b) in any way impair the rights and remedies of the Owners of the Outstanding Bonds until all such Outstanding Bonds are fully discharged.

#### *Section 708. Accounts and Reports*

(A) The County shall keep proper books of record and account in which complete and correct entries shall be made of its transactions relating to the Funds, Accounts and Sub-Accounts established by this Master Indenture, and which, together with all other books and financial records of the County, shall at all reasonable times be available for the inspection of the Trustee and the Owners of not less than 25 percent in principal amount of Outstanding Bonds or their representatives duly authorized in writing. The County further covenants that it will keep an accurate record of the collection and application of all Pledged Sales Tax Revenues.

(B) The County further covenants that it will cause any additional reports or audits relating to the Pledged Sales Tax Revenues to be made as required by law, and that, as often as may be reasonably requested, it will furnish to the Trustee such other information concerning the Pledged Sales Tax Revenues as may be reasonably requested.

(C) With respect to a Series of Bonds for which Bond Insurance is obtained, the County further covenants that it will provide, or will cause the Trustee to provide, the Bond Insurer with the information required under the Supplemental Indenture for such Series of Bonds.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

*Section 709. Arbitrage.* The County shall not at any time permit any of the proceeds of the Bonds or any other funds of the County to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an “arbitrage bond” as defined in Section 148 of the Internal Revenue Code of 1986, as amended.

**ARTICLE VIII**

**REMEDIES OF OWNERS**

*Section 801. Events of Default.* Each of the following events is hereby declared an “*Event of Default:*”

- (1) if a default shall occur in the due and punctual payment of the principal or Redemption Price of any Bond when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise;
- (2) if a default shall occur in the due and punctual payment of interest on any Bond, when and as such interest shall become due and payable;
- (3) if a default shall occur in the performance or observance by the County of any other of the covenants, agreements or conditions in this Master Indenture or in the Bonds contained (other than as provided in clause (4) below), and such default shall continue for a period of 90 days after written notice thereof to the County by the Trustee or after written notice thereof to the County and to the Trustee by the Owners of not less than a majority in principal amount of the Outstanding Bonds;
- (4) if a default shall occur in the performance or observance by the County of the covenant set forth in Section 707 of this Master Indenture and such default shall continue for a period of 30 days after written notice thereof to the County by the Trustee or after written notice thereof to the County and to the Trustee by the Owners of not less than a majority in principal amount of the Outstanding Bonds;
- (5) if the County shall file a petition seeking reorganization or a composition of indebtedness under the federal bankruptcy laws or under any other applicable law or statute of the United States of America or of the State; or
- (6) if an order or decree shall be entered, with the consent or acquiescence of the County, appointing a receiver or receivers for revenues of the County, or any part thereof; or if such order or decree entered without the consent or acquiescence of the County shall not be vacated or discharged or stayed within 90 days after the entry thereof; *provided*, that in determining whether a default shall have occurred under subparagraphs (1) or (2) of this Section, no effect shall be given to payments made under any Bond Insurance Policy.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

*Section 802. Accounting and Examination of Records after Default.*

(A) The County covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the County and all other records relating to the Pledged Sales Tax Revenues shall at all times be subject to the inspection and use of the Trustee and of its agents and attorneys.

(B) The County covenants that if an Event of Default shall have happened and shall not have been remedied, the County, upon demand of the Trustee, will account, as if it were the trustee of an express trust, for all Pledged Sales Tax Revenues and other moneys, securities and funds held by the County pursuant to the terms of this Master Indenture for such period as shall be stated in such demand.

*Section 803. Application of Revenues and Other Moneys after Default*

(A) The County covenants that if an Event of Default specified in Section 801 (1), (2) or (4) shall happen and shall not have been remedied, the County, upon demand of the Trustee, shall pay over or cause to be paid over to the Trustee (i) forthwith, all moneys, securities and funds then held by the County in any Fund, Account or Sub-Account pursuant to the terms of this Master Indenture, and (ii) all Pledged Sales Tax Revenues as promptly as practicable after receipt thereof.

(B) During the continuance of an Event of Default, the Trustee shall apply such moneys, securities, funds and Pledged Sales Tax Revenues and the income therefrom as follows and in the following order:

- (1) to the payment of the reasonable and proper charges and expenses of the Trustee, including the reasonable fees and expenses of counsel employed by it;
- (2) to the payment of the principal of, Redemption Price and interest on the Bonds then due, as follows:

FIRST: to the payment to the persons entitled thereto of all installments of interest then due on the Bonds in the order of the maturity of such installments, together with accrued and unpaid interest on the Bonds theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments of interest maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference; and

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

- (3) to the payment of principal, redemption price and interest then due on Junior Lien Obligations.

(C) If and whenever all overdue installments of principal and Redemption Price of and interest on all Bonds, together with the reasonable and proper charges and expenses of the Trustee, and all other overdue sums payable by the County under this Master Indenture, including the overdue principal and Redemption Price of and accrued unpaid interest on all Bonds held by or for the account of the County, or provision satisfactory to the Trustee shall be made for such payment, and all defaults under this Master Indenture or the Bonds shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Trustee shall pay over to the County all moneys, securities and funds then remaining unexpended in the hands of the Trustee (except moneys, securities and funds deposited or pledged, or required by the terms of this Master Indenture to be deposited or pledged, with the Trustee), and thereupon the County, the Trustee and the Owners shall be restored, respectively, to their former positions and rights under this Master Indenture. No such payment over to the County by the Trustee or such restoration of the County and the Trustee to their former positions and rights shall extend to or affect any subsequent default under this Master Indenture or impair any right consequent thereon.

*Section 804. Proceedings Brought by Trustee.*

(A) If an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon identical written request of the Owners of not less than a majority in principal amount of the Bonds Outstanding and upon being indemnified to its satisfaction shall proceed, to protect and enforce its rights and the rights of the Owners of the Bonds under this Master Indenture forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the County as if the County were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under this Master Indenture.

(B) All rights of action under this Master Indenture may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding, and any such suit or other proceeding instituted by the Trustee shall be brought in its name.

(C) All actions against the County under this Master Indenture shall be brought in a state or federal court located in the State.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

(D) The Owners of not less than a majority ,in principal amount of the Bonds at the time Outstanding may direct the time, method and place of conducting any proceedings to be taken in connection with the enforcement of the terms and conditions of this Master Indenture or for the enforcement of any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, *provided* that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Owners not parties to such direction.

(E) Upon commencing any suit at law or in equity or upon commencement of other judicial proceedings by the Trustee to enforce any right under this Master Indenture, the Trustee shall be entitled to exercise any and all rights and powers conferred in this Master Indenture and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

(F) Regardless of the happening of an Event of Default, the Trustee shall have power, but unless requested in writing by the Owners of a majority in principal amount of the Bonds then Outstanding, and furnished with reasonable security and indemnity, shall be under no obligation, to institute and maintain such suits and proceedings as may be necessary or expedient to prevent any impairment of the security under this Master Indenture and to preserve or protect its interests and the interest of the Owners.

*Section 805. Restriction on Owners' Action.*

(A) No Owner of any Bond shall have any right to institute any suit or proceeding at law or in equity for the enforcement or violation of any provision of this Master Indenture or the execution of any trust under this Master Indenture or for any remedy under this Master Indenture, unless such Owner shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in this Article, and the Owners of at least a majority in principal amount of the Bonds then Outstanding shall have filed a written request with the Trustee, and shall have offered it reasonable opportunity either to exercise the powers granted in this Master Indenture or by the laws of Illinois or to institute such suit or proceeding in its own name, and unless such Owners shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or failed to comply with such request within 60 days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the pledge created by this Master Indenture or to enforce any right under this Master Indenture, except in the manner herein provided; and that all proceedings at law or in equity to enforce any provision of this Master Indenture shall be instituted, had and maintained in the manner provided in this Master Indenture and for the equal benefit of all Owners of the Outstanding Bonds, subject only to the provisions of Section 702 hereof.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

(B) Nothing in this Master Indenture or in the Bonds contained shall affect or impair the obligation of the County, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of and interest on the Bonds to the respective Owners thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Owner to enforce such payment of its Bond from the sources provided herein.

*Section 806. Remedies Not Exclusive.* No remedy by the terms of this Master Indenture conferred upon or reserved to the Trustee or the Owners is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to every other remedy given under this Master Indenture or existing at law or in equity or by statute on or after the date of the execution and delivery of this Master Indenture.

*Section 807. Effect of Waiver and Other Circumstances.*

(A) No delay or omission of the Trustee or any Owner to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such default or be an acquiescence therein.

(B) The Owners of at least a majority in principal amount of the Bonds at the time Outstanding, or their attorneys-in-fact duly authorized may on behalf of the Owners of all of the Bonds waive any past default under this Master Indenture and its consequences, except a default in the payment of interest on or principal or Redemption Price of any of the Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

*Section 808. Notices of Default.* The Trustee shall promptly mail written notice of the occurrence of any Event of Default to the Owners of the Bonds and to the Bond Insurer.

*Section 809. Rights of Credit Bank or Bond Insurer*

(A) Notwithstanding anything contained in this Master Indenture to the contrary, but subject to the provisions of any applicable Supplemental Indenture, any Credit Bank or any Bond Insurer shall be treated as the Owner of Bonds upon which such Credit Bank or Bond Insurer is obligated pursuant to a Credit Facility or Bond Insurance Policy, as applicable, for the purposes of calculating whether or not the Owners of the requisite percentage of Bonds then Outstanding have consented to any request, consent, directive, waiver or other action permitted to be taken by the Owners of the Bonds pursuant to this Article.

## **BUREAU OF FINANCE continued**

### **PROPOSED ORDINANCE continued**

#### **ITEM #11 cont'd**

(B) All rights of any Credit Bank or Bond Insurer hereunder (other than rights held as a registered owner of Bonds hereunder) shall cease and terminate if: (i) such Credit Bank or Bond Insurer has failed to make any payment under its Credit Facility or Bond Insurance Policy; (ii) such Credit Facility or Bond Insurance Policy shall cease to be valid and binding on such Credit Bank or Bond Insurer or shall be declared to be null and void, or the validity or enforceability of any provision thereof is being contested by such Credit Bank or Bond Insurer, or such Credit Bank or Bond Insurer is denying further liability or obligation under such Bond Insurance Policy; (iii) a petition has been filed and is pending against such Credit Bank or Bond Insurer under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or rehabilitation law of any jurisdiction, and has not been dismissed within 30 days after such filing; (iv) such Credit Bank or Bond Insurer has filed a petition, which is still pending, in voluntary bankruptcy or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or rehabilitation law of any jurisdiction, or has consented to the filing of any petition against it under any such law; or (v) a receiver has been appointed for such Credit Bank or Bond Insurer under the banking or insurance laws of any jurisdiction.

(C) Notwithstanding anything contained in this Master Indenture to the contrary, but subject to the provisions of any applicable Supplemental Indenture, until the County has reimbursed a Credit Bank for amounts paid under a Credit Facility to pay the interest on or the principal of any Bonds on any Interest or Principal Payment Date or to the extent any Bond Insurer has exercised its rights as subrogee for the particular Bonds of which it has insured payment, (a) such Bonds shall be deemed to be Outstanding and such Credit Bank or Bond Insurer shall succeed to the rights and interests of the Owners to the extent of the amounts paid under the Credit Facility or as specified in respect of the applicable Bond Insurance Policy until such amount has been reimbursed and (b) upon presentation to the Registrar, such Bonds shall be registered in the name of the Credit Bank or its nominee or such Bond Insurer or its nominee, as appropriate.

## **ARTICLE IX**

### **CONCERNING THE FIDUCIARIES**

*Section 901. Trustee; Appointment and Acceptance of Duties.* The Trustee hereby accepts and agrees to the trusts hereby created, but only upon the additional terms set forth in this Article, to all of which the County agrees and the respective Owners of the Bonds, by their purchase and acceptance thereof, agree. Except during the continuance of an Event of Default, the Trustee undertakes such duties and only such duties as are specifically set forth in this Master Indenture.

*Section 902. Registrar; Appointment and Acceptance of Duties.* \_\_\_\_\_ is hereby appointed Registrar for the Bonds. The Trustee or any Paying Agent may be appointed a Registrar. The Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Master Indenture by executing and delivering to the County and to the Trustee a written acceptance thereof.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

*Section 903. Responsibilities of Fiduciaries*

(A) The recitals of fact herein and in the Bonds contained shall be taken as the statements of the County and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Master Indenture or of any Bonds issued hereunder or as to the security afforded by this Master Indenture, and no Fiduciary shall incur any liability in respect thereof. The Trustee shall, however, be responsible for any representation contained in its certificate on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to the County or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. Subject to the provisions of paragraph (B) of this Section, no Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or misconduct.

(B) In case an Event of Default has occurred and has not been remedied, the Trustee shall exercise such of the rights and powers vested in it by this Master Indenture, and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Any provision of this Master Indenture relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section.

*Section 904. Evidence on Which Fiduciaries May Act.*

(A) Each Fiduciary shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion (including Counsel's Opinion), bond or other paper or document furnished to it pursuant to and conforming to the requirements of this Master Indenture, and believed by it to be genuine and to have been signed or presented by the proper party or parties.

(B) Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Master Indenture, such matter (unless this Master Indenture specifically requires other evidence thereof) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer, but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(C) Except as otherwise expressly provided in this Master Indenture, any request, order, notice or other direction required or permitted to be furnished by the County to any Fiduciary shall be sufficiently executed if signed by an Authorized Officer.

*Section 905. Compensation.* Unless otherwise determined by contract between the County and each Fiduciary, the County shall pay to each Fiduciary from time to time reasonable compensation determined by the County for all services rendered under this Master Indenture.

## **BUREAU OF FINANCE continued**

### **PROPOSED ORDINANCE continued**

#### **ITEM #11 cont'd**

*Section 906. Certain Permitted Acts.* Any Fiduciary may become the Owner of any Bonds, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Master Indenture, whether or not any such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

*Section 907. Resignation of Trustee.* The Trustee may at any time resign and be discharged of the duties and obligations imposed upon it by this Master Indenture by giving not less than 60 days' written notice to the County, all Owners of the Bonds, the Depositaries and the other Fiduciaries, and such resignation shall take effect upon the day specified in such notice but only if a successor shall have been appointed by the County or the Owners as provided in Section 910, in which event such resignation shall take effect immediately on the appointment of such successor whether or not the date specified for such resignation to take effect has arrived. If a successor Trustee shall not have been appointed within a period of 90 days following the giving of notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 910 hereof.

*Section 908. Removal of Trustee.* The Trustee may be removed at any time by an instrument in writing delivered to the Trustee and signed by the County; *provided however*, that if an Event of Default shall have occurred and be continuing, the Trustee may be so removed by the County only with the written concurrence of the Owners of a majority in principal amount of Bonds then Outstanding. The Trustee may be removed at any time by the Owners of a majority in principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the County, by an instrument or concurrent instruments in writing signed and duly acknowledged by such Owners or their attorneys-in-fact duly authorized, and delivered to the County. Copies of each such instrument shall be delivered by the County to each Fiduciary.

*Section 909. Appointment of Successor Trustee.*

(A) In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer or court shall take charge or control of the Trustee, or of its property or affairs, the County shall appoint a successor Trustee. The County shall cause notice of any such appointment by it made to be mailed to all Owners of the Bonds.

(B) If no appointment of a Trustee shall be made by the County pursuant to the foregoing provisions of this Section 910, the Owner of any Bond Outstanding hereunder may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

## **BUREAU OF FINANCE continued**

### **PROPOSED ORDINANCE continued**

#### **ITEM #11 cont'd**

(C) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank or trust company or national banking association, doing business and having its principal corporate trust office in the State, and having capital stock and surplus aggregating at least \$20,000,000, if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Master Indenture.

*Section 910. Transfer of Rights and Property to Successor Trustee.* Any successor Trustee appointed under this Master Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the County, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee; but the predecessor Trustee shall nevertheless, on the written request of the County or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurances and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all its right, title and interest in and to any property held by it under this Master Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument from the County be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such moneys, estates, properties, rights, powers and duties, such deed, conveyance or instrument shall be executed, acknowledged and delivered by the County. Any such successor Trustee shall promptly notify the Paying Agents of its appointment as Trustee.

*Section 911. Merger or Consolidation.* Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which all or substantially all of the corporate trust business of any Fiduciary may be sold or transferred, shall be the successor to such Fiduciary and be bound to the obligations and duties of such Fiduciary hereunder without the execution or filing of any paper or the performance of any further act, unless such successor delivers written notice of its resignation pursuant to the provisions of this Article; *provided, however,* that such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and shall be authorized by law to perform all the duties imposed upon it by this Master Indenture.

*Section 912. Adoption of Authentication.* In case any of the Bonds contemplated to be issued under this Master Indenture shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated; and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee or in its own name.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

*Section 913. Resignation or Removal of Paying Agent and Appointment of Successor.*

(A) Any Paying Agent may at any time resign and be discharged of the duties and obligations imposed upon it by this Master Indenture by giving at least 60 days' written notice to the County and the other Fiduciaries. Any Paying Agent may be removed at any time by an instrument signed by an Authorized Officer and filed with such Paying Agent and the Trustee. Any successor Paying Agent shall be appointed by the County and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having capital stock and surplus aggregating at least \$20,000,000, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Master Indenture.

(B) In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor, to the Trustee and shall be subject to audit of all of its books, records and accounts with respect to the Bonds. In the event that for any reason there shall be a vacancy in the office of any Paying Agent, the Trustee shall act as such Paying Agent.

*Section 914. Resignation or Removal of Registrar and Appointment of Successor*

(A) Any Registrar may at any time resign and be discharged of the duties and obligations imposed upon it by this Master Indenture by giving at least 60 days' written notice to the County and the other Fiduciaries. Any Registrar may be removed at any time by an instrument signed by an Authorized Officer and filed with such Registrar and the Trustee. Any successor Registrar shall be appointed by the County and shall be a bank, trust company or national banking association doing business and having an office in the State or in the Borough of Manhattan, in the County and State of New York, if there be such a bank, trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Master Indenture.

(B) In the event of the resignation or removal of any Registrar, such Registrar shall deliver all books, records and other property including the bond register of the County to its successor, or if there be no successor, to the Trustee. In the event that for any reason there shall be a vacancy in the office of any Registrar, the Trustee shall act as such Registrar.

*Section 915. Trustee Not Deemed to Have Notice of Default.* The Trustee shall not be deemed to have notice of any default hereunder except a default under Section 801(1), (2) or (4) hereof or the failure of the County to file with the Trustee any document required by this Master Indenture unless any officer in its corporate trust office shall have actual knowledge thereof or the Trustee shall be specifically notified in writing of such default by the County or by the Owners of not less than a majority in principal amount of the Bonds Outstanding; and all notices or other instruments required by this Master Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the corporate trust office of the Trustee.

## **BUREAU OF FINANCE continued**

### **PROPOSED ORDINANCE continued**

#### **ITEM #11 cont'd**

*Section 916. Quarterly Report by Trustee and Depositaries.* Within seven days after the end of each calendar quarter, the Trustee, any Paying Agent and each Depositary shall prepare a written report for each Fund, Account and Sub-Account held by it pursuant to the provisions of this Master Indenture. Such report shall set out the receipts and disbursements, both principal and income, and shall list the Investment Securities held by the Trustee and each Depositary at the end of the quarter. A copy of each such report shall be furnished to the County and any persons designated by the County.

In addition, the Trustee, any Paying Agent and each Depositary shall, at any time when requested, including, without limitation, any request at the time of the resignation of the Trustee, any Paying Agent or any Depositary, furnish to the County and any persons designated by the County a report of the amount of moneys, including Investment Securities, held in each Fund, Account or Sub-Account by the Trustee and each Depositary. For purposes of this certification, the Investment Securities in each such Fund, Account and Sub-Account shall be treated as having a value equal to their aggregate market value as of the date of the request.

*Section 917. Notice to Bond Insurer.* With respect to a Series of Bonds for which Bond Insurance is obtained, the County shall cause written notice of the resignation or removal of any Trustee, Paying Agent or Registrar and the appointment of any successor thereto to be given to the Bond Insurer of such Series of Bonds.

## **ARTICLE X**

### **SUPPLEMENTAL INDENTURES**

*Section 1001. Supplemental Indentures Not Requiring Consent of Owners.* The County and the Trustee may without the consent of, or notice to, any of the Owners, enter into a Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (1) to authorize Additional Bonds and Refunding Bonds and to specify, determine or authorize any matters and things concerning any such Bonds which are not contrary to or inconsistent with this Master Indenture;
- (2) to close this Master Indenture against, or impose additional limitations or restrictions on, the issuance of Bonds, or of other notes, bonds, obligations or evidences of indebtedness;
- (3) to impose additional covenants or agreements to be observed by the County;
- (4) to impose other limitations or restrictions upon the County;
- (5) to surrender any right, power or privilege reserved to or conferred upon the County by this Master Indenture;

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

- (6) to confirm, as further assurance, any pledge of or lien upon the Pledged Sales Tax Revenues or any other moneys, securities or funds; *provided, however,* that no Supplemental Indenture authorized by this paragraph (6) shall become effective until each Rating Agency shall have delivered written confirmation to the Trustee that the execution and delivery of such Supplemental Indenture will not in and of itself cause a reduction or a withdrawal of its rating for any Bonds then in effect;
- (7) to amend the definition of Project for which Bonds may be issued;
- (8) to accommodate the use of Bond Insurance of a Credit Facility for specific Bonds or a specific Series of Bonds;
- (9) to authorize the issuance of Junior Lien Obligations and in connection therewith, specify and determine any matters and things relative thereto which are not contrary to or inconsistent with this Master Indenture as then in effect;
- (10) to cure any ambiguity, omission or defect in this Master Indenture;
- (11) to provide for the appointment of a successor securities depository in the event any Series of Bonds is held in book-entry only form;
- (12) to provide for the appointment of any successor Fiduciary;
- (13) to comply with the requirements of the Code as are necessary, in the Opinion of Bond Counsel, to prevent the federal income taxation of the interest on any of the Bonds; and
- (14) to make any other change which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Owners.

*Section 1002. Supplemental Indentures Effective upon Consent of Owners.* Any Supplemental Indenture not effective in accordance with Section 1001 shall take effect only if permitted and approved and in the manner prescribed by Article XI.

*Section 1003. Filing of Counsel's Opinion.* Each Supplemental Indenture described in Section 1001 shall be accompanied, when filed with the Trustee, by a Counsel's Opinion to the effect that such Supplemental Indenture has been duly authorized by the County in accordance with the provisions of this Master Indenture, is authorized or permitted by this Master Indenture and, when executed and delivered, will be valid and binding upon the County, the Owners and the Trustee.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

**ARTICLE XI**

**AMENDMENTS**

*Section 1101. Mailing.* Any provision in this Article for the mailing of a notice or other information to Owners shall be fully complied with if it is mailed by first class mail, postage prepaid or delivered only to each Owner of Bonds then Outstanding at its address, if any, appearing upon the registration books of the County kept by the Registrar.

*Section 1102. Powers of Amendment.* Except for Supplemental Indentures described in Section 1001, any modification or amendment of this Master Indenture and of the rights and obligations of the County and of the Owners of the Bonds hereunder, in any particular, may be made by a Supplemental Indenture with the written consent given as provided in Section 1103 hereof (i) of the Owners of at least a majority in principal amount of the Bonds Outstanding at the time such consent is given, and (ii) in case less than all of the several Series of Bonds then outstanding are affected by the modification or amendment, of the Owners of at least a majority in principal amount of the Bonds of each Series so affected and Outstanding at the time such consent is given; *provided, however*, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain Outstanding, the consent of the Owners of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bonds, or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of this Master Indenture if the same adversely affects or diminishes the rights of the Owners of Bonds of such Series. The Trustee may in its discretion determine whether or not the rights of the Owners of Bonds of any particular Series or maturity would be adversely affected or diminished by any such modification or amendment, and its determination shall be binding and conclusive on the County and all Owners of the Bonds.

## **BUREAU OF FINANCE continued**

### **PROPOSED ORDINANCE continued**

#### **ITEM #11 cont'd**

*Section 1103. Consent of Owners.* The County may at any time authorize the execution and delivery of a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 1102, to take effect when and as provided in this Section. Upon the authorization of such Supplemental Indenture, a copy thereof shall be delivered to and held by the Trustee for the inspection of the Owners. A copy of such Supplemental Indenture (or summary thereof or reference thereto in form approved by the Trustee) together with a request to Owners for their consent thereto in form satisfactory to the Trustee, shall be mailed to the Owners, but failure to mail such copy and request shall not affect the validity of such Supplemental Indenture when consented to as in this Section provided. Such Supplemental Indenture shall not be effective unless and until, and shall take effect in accordance with its terms when (a) there shall have been filed with the Trustee (i) the written consents of the Owners of the required principal amount of Outstanding Bonds, and (ii) a Counsel's Opinion stating that the execution and delivery of such Supplemental Indenture has been duly authorized by the County in accordance with the provisions of this Master Indenture, is authorized or permitted by this Master Indenture and, when effective, will be valid and binding upon the County, the Owners and the Trustee, and (b) a notice shall have been mailed as hereinafter in this Section provided. A certificate or certificates by the Trustee delivered to the County that consents have been given by the Owners of the Bonds described in such certificate or certificates of the Trustee shall be conclusive. Any such consent shall be binding upon the Owner of the Bonds giving such consent and upon any subsequent Owner of such Bonds and of any Bonds issued in exchange therefor whether or not such subsequent Owner has notice thereof; *provided, however,* that any consent may be revoked by any Owner of such Bonds by filing with the Trustee, prior to the time when the Trustee's written statement hereafter in this Section referred to is filed, a written revocation, with proof that such Bonds are held by the signer of such revocation. The fact that a consent has not been revoked may be proved by a certificate of the Trustee to the effect that no revocation thereof is on file with it. Any consent, or revocation thereof, may be delivered or filed prior to any mailing or publication required by this Article and shall not be deemed ineffective by reason of such prior delivery or filing. Within 30 days of any date on which the consents on file with the Trustee and not theretofore revoked shall be sufficient under this Section, the Trustee shall make and deliver to the County a written statement that the consents of the Owners of the required principal amount of Outstanding Bonds have been filed with the Trustee. Such written statement shall be conclusive that such consents have been so filed. Any time thereafter notice, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required principal amount of Outstanding Bonds and will be effective as provided in this Section, shall be given by mailing to the Owners (but failure to mail such notice or any defect therein shall not prevent such Supplemental Indenture from becoming effective and binding). The Trustee shall deliver to the County proof of the mailing of such notice. A record, consisting of the information required or permitted by this Section to be delivered by or to the Trustee, shall be proof of the matters therein stated.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

*Section 1104. Modifications by Unanimous Action.* The Indenture and the rights and obligations of the County and of the Owners of the Bonds thereunder may be modified or amended in any respect by a Supplemental Indenture effecting such modification or amendment and with the consents of the Owners of all the Bonds then Outstanding, each such consent to be accompanied by proof of the holding at the date of such consent of the Bonds with respect to which such consent is given. Such Supplemental Indenture shall take effect upon the filing (a) with the Trustee of (i) a copy thereof, (ii) such consents and accompanying proofs and (iii) the Counsel's Opinion referred to in Section 1103 and (b) with the County of the Trustee's written statement that the consents of the Owners of all Outstanding Bonds have been filed with it. No mailing or publication of any Supplemental Indenture (or reference thereto or summary thereof) or of any request or notice shall be required. No such modification or amendment, however, shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

*Section 1105. Exclusion of Bonds.* Bonds owned or held by or for the account of the County shall not be deemed Outstanding and shall be excluded for the purpose of any calculation required by this Article. At the time of any consent or other action taken under this Article, the County shall furnish the Trustee a certificate of an Authorized Officer, upon which the Trustee may rely, identifying all Bonds so to be excluded.

*Section 1106. Notation on Bonds.* Bonds authenticated and delivered after the effective date of any action taken as in Article X or this Article provided may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the County and the Trustee as to such action, and upon demand of the Owner of any Bond Outstanding at such effective date and presentation of its Bond to the Trustee, suitable notation shall be made on such Bond by the Trustee as to any such action. If the County or the Trustee shall so determine, new Bonds so modified which, in the opinion of the Trustee and the County, conform to such action may be prepared, authenticated and delivered, and upon demand of the Owner of any Bond then Outstanding shall be exchanged, without cost to such Owner, for such Bond then Outstanding.

**ARTICLE XII**

**MISCELLANEOUS**

*Section 1201. Defeasance.*

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

(A) If the County shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Master Indenture, then the pledge of any Pledged Sales Tax Revenues and other moneys and securities pledged under this Master Indenture and all covenants, agreements and other obligations of the County to the Owners shall thereupon be discharged and satisfied. In such event, the Trustee, upon request of the County, shall provide an accounting of the assets managed by the Trustee to be prepared and filed with the County for any year or part thereof requested, and shall execute and deliver to the County all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to the County all moneys and securities held by them pursuant to this Master Indenture which are not required for the payment of Bonds not previously surrendered for such payment or redemption. If the County shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Outstanding Bonds of a particular Series, maturity within a Series or portion of any maturity within a Series (which portion shall be selected by lot by the Trustee in the manner provided in Section 404 hereof for the selection of Bonds to be redeemed in part), the principal or Redemption Price, if applicable, thereof and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Master Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under this Master Indenture, and all covenants, agreements and obligations of the County to the Owners of such Bonds and to the Trustee shall thereupon be discharged and satisfied.

(B) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust by the Escrow Agent at or prior to their maturity or redemption date shall be deemed to have been paid within the meaning of and with the effect expressed in this Section 1201 if the County shall have delivered to or deposited with the Escrow Agent (a) irrevocable instructions to pay or redeem all of said Bonds in specified amounts no less than the respective amounts of, and on specified dates no later than the respective due dates of, their principal, (b) irrevocable instructions to publish or mail the required notice of redemption of any Bonds so to be redeemed, (c) either moneys in an amount which shall be sufficient, or Defeasance Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to each specified redemption date or maturity date thereof, as the case may be, and (d) if any of said Bonds are not to be redeemed within the next succeeding 60 days, irrevocable instructions to mail to all Owners of said Bonds a notice that such deposit has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, of said Bonds. The Defeasance Obligations and moneys deposited with the Trustee pursuant to this Section shall be held in trust for the payment of the principal or Redemption Price, if applicable, and interest on said Bonds. No payments of principal of any such Defeasance Obligations or interest thereon shall be withdrawn or used for any purpose other than the payment of such principal or Redemption Price of, or interest on, said Bonds unless after such withdrawal the amount held by the Trustee and interest to accrue on Defeasance Obligations so held shall be sufficient to provide fully for the payment of the principal of or Redemption Price and interest on such Bonds, at maturity or upon redemption, as the case may be.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

(C) Amounts deposited with the Trustee for the payment of the principal of and interest on any Bonds deemed to be paid pursuant to this Section 1201, if so directed by the County, shall be applied by the Trustee to the purchase of such Bonds in accordance with this subsection. Bonds for which a redemption date has been established may be purchased on or prior to the forty-fifth (45th) day preceding the redemption date. The principal amount of Bonds to be redeemed shall be reduced by the principal amount of Bonds so purchased. Bonds which mature on a single future date may be purchased at any time prior to the maturity date. All such purchases shall be made at prices not exceeding the applicable principal amount or Redemption Price established pursuant to paragraph (B) of this Section 1201, plus accrued interest, and such purchases shall be made in such manner as the Trustee shall determine. No purchase shall be made by the Trustee pursuant to this subsection if such purchase would result in the Trustee holding less than the moneys and Defeasance Obligations required to be held for the payment of all other Bonds deemed to be paid pursuant to this Section 1201.

(D) The County may purchase with any available funds any Bonds deemed to be paid pursuant to this Section 1201 in accordance with this subsection. Bonds for which a redemption date has been established may be purchased by the County on or prior to the forty-fifth (45th) day preceding the redemption date. On or prior to the forty-fifth (45th) day preceding the redemption date the County shall give notice to the Trustee of its intention to surrender such Bonds on the redemption date. The Trustee shall proceed to call for redemption the remainder of the Bonds due on the redemption date and shall pay to the County on the redemption date the Redemption Price of and interest on such Bonds upon surrender of such Bonds to the Trustee. Bonds which mature on a single future date may be purchased at any time prior to the maturity date. The Trustee shall pay to the County the principal amount of and interest on such Bonds upon surrender of such Bonds on the maturity date.

(E) Any time after any Bonds are deemed to be paid pursuant to this Section 1201, the County shall not at any time permit any of the proceeds of the Bonds or any other funds of the County to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in the Code and Regulations.

(F) Each Fiduciary shall continue to be entitled to reasonable compensation for all services rendered under this Master Indenture, notwithstanding that any Bonds are deemed to be paid pursuant to this Section 1201.

(G) Anything in this Master Indenture to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds which remain unclaimed for two years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for two years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such Bonds become due and payable, shall, at the written request of the County, be repaid by the Fiduciary to the County, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the County for the payment of such Bonds.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

*Section 1202. Evidence of Signatures of Owners and Ownership of Bonds.*

(A) Any request, consent, revocation of consent or other instrument which this Master Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any Person of the Bonds shall be sufficient for any purpose of this Master Indenture (except as otherwise herein expressly provided) if made in the following manner, or in any other manner satisfactory to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(1) The fact and date of the execution by any Owner or its attorney of such instruments may be proved by a guarantee of the signature thereon by a bank, national banking association or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instruments acknowledged to that Person the execution thereof, or by an affidavit of witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of authority.

(2) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the registration book maintained by the Registrar.

(B) Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the County or any Fiduciary in accordance therewith.

*Section 1203. Moneys Held for Particular Bonds.* The amounts held by any Fiduciary for the payment of interest, principal or Redemption Price due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto.

*Section 1204. Preservation and Inspection of Documents.* All documents received by any Fiduciary under the provisions of this Master Indenture, shall be retained in its possession and shall be subject at all reasonable times to the inspection of the County, any other Fiduciary, and any Owner and their agents and their representatives, any of whom may make copies thereof.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

*Section 1205. Cancellation and Destruction of Bonds.* All Bonds paid or redeemed, either at or before maturity, and all mutilated Bonds surrendered pursuant to Section 307, shall be delivered to the Trustee when such payment or redemption is made or upon surrender, as the case may be, and such Bonds, together with all Bonds purchased by the Trustee, shall thereupon be promptly cancelled. Bonds so cancelled may at any time be destroyed by the Trustee, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds so destroyed, and one executed certificate shall be delivered to the County and the other retained by the Trustee.

*Section 1206. Parties Interested Herein.* Nothing in this Master Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the County, the Fiduciaries and the Owners of the Bonds, any right, remedy or claim under or by reason of this Master Indenture or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Master Indenture contained by and on behalf of the County shall be for the sole and exclusive benefit of the County, the Fiduciaries and the Owners of the Bonds.

*Section 1207. No Recourse on the Bonds.*

(A) No recourse shall be had for the payment of the principal or Redemption Price of or interest on the Bonds or for any claim based thereon or on this Master Indenture against any past, present or future member, director, officer, employee or agent of the County, or any successor, public body or any person executing the Bonds, either directly or through the County, under any rule of law or equity, statute or constitution or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Master Indenture and the issuance of the Bonds.

(B) No officer, director, agent or employee of the County shall be individually or personally liable for the payment of the principal or Redemption Price of or interest on the Bonds; but nothing herein contained shall relieve any such officer, director, agent or employee from the performance of any official duty provided by law.

(C) All covenants, stipulations, obligations and agreements of the County contained in this Master Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the County to the full extent authorized and permitted by the Constitution and laws of the State, and no covenants, stipulations, obligations or agreements contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, director, agent or employee of the County in his or her individual capacity, and no officer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issue thereof. No officer, director, agent or employee of the County shall incur any personal liability in acting or proceeding or in not acting or not proceeding in accordance with the terms of this Master Indenture.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

*Section 1208. Successors and Assigns.* Whenever in this Master Indenture the County is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Master Indenture contained by or on behalf of the County shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

*Section 1209. Severability of Invalid Provisions.* If any one or more of the covenants or agreements provided in this Master Indenture on the part of the County or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Master Indenture.

*Section 1210. Notices.* Any notice, demand, direction, request or other instruments authorized or required by this Master Indenture to be given to, delivered to or filed with the County or the Trustee shall be deemed to have been sufficiently given, delivered or filed for all purposes of the Indenture if and when sent by registered mail, return receipt requested:

To the County, if addressed to:                   County of Cook, Illinois  
  118 North Clark Street, Room 1127  
  Chicago, Illinois 60602  
  Attention: Chief Financial Officer

or at such other address as may be subsequently designated in writing by the County to the Trustee; and

To the Trustee, if addressed to:                   \_\_\_\_\_

  \_\_\_\_\_

  \_\_\_\_\_

  Attention: \_\_\_\_\_

or at such other address as may be subsequently designated in writing by the Trustee to the County.

*Section 1211. Construction.* The Indenture and all Supplemental Indentures shall be construed in accordance with the provisions of Illinois law without reference to its conflict of law principles.

*Section 1212. Headings Not a Part of This Master Indenture.* Any headings preceding the texts of the several Articles and Sections hereof, and any Table of Contents appended to copies hereof, are solely for convenience of reference and do not constitute a part of this Master Indenture, nor do they affect its meaning, construction or effect.

*Section 1213. Multiple Counterparts.* The Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

IN WITNESS WHEREOF, the County of Cook, Illinois has caused this Master Indenture to be executed in its name and its behalf by its Chief Financial Officer and \_\_\_\_\_ of \_\_\_\_\_ has caused this Master Indenture to be executed in its behalf by its [Vice President] and its corporate seal to be impressed hereon and attested by its Trust Officer, all as of the day and year first above written.

This FIRST SUPPLEMENTAL TRUST INDENTURE dated as of August 1, 2012 (the "*First Supplemental Indenture*"), by and between the County of Cook, Illinois, a county and home rule unit of local government organized and existing under the laws of the State of Illinois (the "*County*"), and \_\_\_\_\_, a \_\_\_\_\_ duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with its principal corporate trust office located in \_\_\_\_\_, \_\_\_\_\_ as Trustee (the "*Trustee*").

**WITNESSETH**

WHEREAS, by virtue of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the "*State*"), the County is a home rule unit of local government and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the County deems it to be in the best interests of the inhabitants of the County and necessary for the welfare of the government and affairs of the County to finance surface transportation and highway improvements, including, but not limited to, arterial street and highway construction and resurfacing, bridge and other structural improvements and repairs, traffic signal modernization, new traffic signal installation and median construction (collectively, the "*Series 2012 Project*"), which Series 2012 Project qualifies as a "Project" (as defined in the Master Indenture); and

WHEREAS, pursuant to an ordinance duly adopted by the County Commissioners on [July 24], 2012, the County has duly authorized the issuance of its \$\_\_\_\_\_ aggregate principal amount Sales Tax Revenue Bonds, Series 2012 (the "*Series 2012 Bonds*"), for the purposes of financing the Series 2012 Project and paying the expenses of issuing the Series 2012 Bonds; and

WHEREAS, the Series 2012 Bonds are to be issued under the Master Indenture and this First Supplemental Indenture (hereinafter sometimes collectively referred to as the "*Indenture*"); and

WHEREAS, the Series 2012 Bonds will be secured by a pledge of the Pledged Sales Tax Revenues (as defined in the Master Indenture); and

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

WHEREAS, all things necessary: (i) to make the Series 2012 Bonds, when authenticated by the Trustee and issued as provided in the Master Indenture and this First Supplemental Indenture, the valid, binding and legal obligations of the County according to the import thereof, and (ii) to constitute the Master Indenture, as supplemented by this First Supplemental Indenture, a valid pledge of and grant of a lien on the Pledged Sales Tax Revenues to secure the payment of the principal of, premium, if any, and interest on the Series 2012 Bonds, have been done and performed, in due form and time, as required by law; and

WHEREAS, the execution and delivery of this First Supplemental Indenture and the execution and issuance of the Series 2012 Bonds, subject to the terms of the Indenture, have in all respects been duly authorized.

**GRANTING CLAUSES**

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

That in order to secure the payment of the principal of, premium, if any, and interest on the Series 2012 Bonds issued hereunder, according to the import thereof, and the performance and observance of each and every covenant and condition herein, in the Master Indenture and in the Series 2012 Bonds contained, and for and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and the purchase and acceptance of the Series 2012 Bonds by the respective Owners (as hereinafter defined) thereof, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Series 2012 Bonds shall be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Owners thereof, the County does hereby pledge and grant a lien upon the Trust Estate defined in and established under the Master Indenture to the Trustee and its successors in trust and assigns, all to the extent provided in the Indenture.

BUT IN TRUST NEVERTHELESS, for the equal and proportionate benefit and security of the Series 2012 Bonds issued hereunder and all Bonds (as defined in the Master Indenture) issued under and secured by the Indenture, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of any one Bond over any other or from the others by reason of priority in the issue or negotiation thereof or by reason of the date or dates of maturity thereof, or for any other reason whatsoever (except as expressly provided in the Indenture), so that each and all of such Bonds shall have the same right, lien and privilege under the Indenture and shall be equally secured thereby, with the same effect as if the same had all been made, issued and negotiated upon the delivery hereof (all except as expressly provided in the Indenture, as aforesaid).

PROVIDED FURTHER, HOWEVER, that these presents are upon the condition that, if the County, or its successors, shall well and truly pay or cause to be paid, or provide for the payment of all principal, premium, if any, and interest on the Series 2012 Bonds due or to become due thereon, at the times and in the manner stipulated therein and herein, then this First Supplemental Indenture and the rights hereby granted with respect to the Series 2012 Bonds shall cease, terminate and be void, but shall otherwise be and remain in full force.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

AND IT IS HEREBY COVENANTED AND AGREED by and among the County, the Trustee and the Owners from time to time of the Series 2012 Bonds, that the terms and conditions upon which the Series 2012 Bonds are to be issued, authenticated, delivered, secured and accepted by all Persons who shall from time to time be or become the Owners thereof, and the trusts and conditions upon which the moneys and securities hereby pledged are to be held and disposed of, which trusts and conditions the Trustee hereby accepts, are as follows:

**ARTICLE XIII  
DEFINITIONS**

*Section 1301. Definitions.* The following terms shall, for all purposes of this First Supplemental Indenture, have the following meanings unless a different meaning clearly appears from the context:

“*Indenture*” means the Master Indenture, as from time to time amended and supplemented, and particularly as supplemented by the First Supplemental Indenture.

“*Master Indenture*” means the Master Trust Indenture, dated as of [August] 1, 2012, by and between the County and the Trustee, authorizing the issuance of Sales Tax Revenue Bonds of the County.

“*Series 2012 Bond Insurance Policy*” means the municipal bond new issue insurance policy issued by the Series 2012 Bond Insurer that guarantees the scheduled payment of principal of and interest on the Series 2012 Bonds when due.]

“*Series 2012 Bonds*” means the Sales Tax Revenue Bonds, Series 2012, of the County, authorized by Section 201 hereof.

“*Series 2012 Bond Insurer*” \_\_\_\_\_ and its successors and assigns, and any surviving, resulting or transferee corporation, or any successor thereto.

“*Series 2012 Costs of Issuance Account*” means the account by that name created in Section 401 hereof.

“*Series 2012 Project*” shall have the meaning assigned to such term in the preambles to this Indenture.

“*Series 2012 Project Account*” means the account established under Section 401 hereof

Unless otherwise specifically provided in this First Supplemental Indenture, all terms defined in Article I of the Master Indenture shall have the same meaning in this First Supplemental Indenture as if expressly defined herein.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

*Section 1302. Miscellaneous Definitions.* As used herein, and unless the context shall otherwise indicate, all words and terms shall include the plural as well as the singular number.

As used herein, the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this First Supplemental Indenture.

Unless the context shall otherwise indicate, references herein to articles, sections, subsections, clauses, paragraphs and other subdivisions refer to the designated articles, sections, subsections, clauses, paragraphs and other subdivisions of this First Supplemental Indenture as originally executed. All words and terms importing the masculine gender shall, where the context requires, import the feminine gender and vice versa.

**ARTICLE XIV**

**AUTHORIZATION AND ISSUANCE OF SERIES 2012 BONDS**

*Section 1401. Authorization of Series 2012 Bonds.*

(A) The total principal amount of Series 2012 Bonds that may be issued under this First Supplemental Indenture is expressly limited to \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to finance the Series 2012 Project and pay costs in connection with the issuance of the Series 2012 Bonds. Such series of Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series, by the title “Sales Tax Revenue Bonds, Series 2012.”

(B) The Series 2012 Bonds shall be in fully registered form and shall be initially dated the date of issuance thereof. Series 2012 Bonds authenticated and delivered after \_\_\_\_\_, 20\_\_ shall be dated the [\_\_\_\_\_] or [\_\_\_\_\_] preceding the date of their authentication and delivery to which interest has been paid or duly provided for, except Series 2012 Bonds authenticated and delivered on a [\_\_\_\_\_] or [\_\_\_\_\_] to which interest has been paid or duly provided shall be dated on a [\_\_\_\_\_] or [\_\_\_\_\_].

(C) All Series 2012 Bonds shall bear interest payable on each Interest Payment Date, computed on the basis of a 360-day year consisting of twelve 30-day months.

(D) The Series 2012 Bonds shall mature on November 15 of each of the years and in the principal amounts and shall bear interest at the respective rates per annum set forth below:

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
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(E) The Series 2012 Bonds shall be in Authorized Denominations (but no single Series 2012 Bond shall represent principal maturing on more than one date) and shall be numbered consecutively but need not be authenticated or delivered in consecutive order. The Series 2012 Bonds and the Trustee's Certificate of Authentication shall be in substantially the form set forth in Exhibit A attached hereto and by reference made a part hereof with such variations, omissions or insertions as are required or permitted by this First Supplemental Indenture.

(F) The Principal and Redemption Price of the Series 2012 Bonds shall be payable at the designated corporate trust offices of the Trustee, in Chicago, Illinois, as Paying Agent, and at such offices of any co-Paying Agent or successor Paying Agent or Paying Agents for the Series 2012 Bonds appointed pursuant to the Indenture. The payment of interest on the Series 2012 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2012 Bonds by check or draft mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Record Date, at his address as it appears on the Bond Register. Any Owner of any of the Series 2012 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Trustee and Paying Agent, upon requesting the same in a writing received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Trustee and Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date. To the extent not otherwise expressly provided in this Section 201, the Series 2012 Bonds shall be subject to the general terms and provisions set forth in Article III of the Master Indenture.

(G) The net proceeds, [including accrued interest], of the Series 2012 Bonds upon receipt shall be deposited as follows:

(i) [\$ \_\_\_\_\_ shall be deposited into the Interest Sub-Account and applied pursuant to Section 504(B)(1) of the Master Indenture; ]

(ii) \$\_\_\_\_\_ shall be deposited into the Series 2012 Project Account and applied pursuant to Section 503(B) of the Master Indenture; and

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

(iii) \$\_\_\_\_\_ shall be applied by the Chief Financial Officer to the payment of the costs of issuance of the Series 2012 Bonds, [including payment of the premium for the Series 2012 Bond Insurance Policy] and any such amounts not so applied on the date of issuance of the Series 2012 Bonds shall be deposited by the County in the Series 2012 Costs of Issuance Account and applied pursuant to Section 402(A) hereof.

*Section 1402. Authentication of Series 2012 Bonds.* The Series 2012 Bonds shall be authenticated as set forth in the Master Indenture. The Series 2012 Bonds shall be issued only as one fully registered bond per maturity and deposited with The Depository Trust Company, New York, New York ("DTC"), who is responsible for establishing and maintaining records of ownership for its participants. In the event DTC, any successor of DTC or the County elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2012 Bonds may be exchanged for an equal aggregate principal amount of the Series 2012 Bonds in other Authorized Denominations and of the same maturity upon surrender thereof at the corporate trust office of the Trustee.

**ARTICLE XV  
REDEMPTION OF BONDS**

*Section 1501. Mandatory Sinking Fund and Optional Redemption of Series 2012 Bonds*

(A) Mandatory Sinking Fund Redemption.

The Series 2012 Bonds maturing on November 15, 20\_\_ are subject to redemption prior to maturity at a Redemption Price equal to the principal amount thereof, by application by the Trustee of funds on deposit to the credit of the Principal Sub-Account. Deposits to be applied to Sinking Fund Installments shall be made during each Fiscal Year into the Principal Sub-Account in amounts which will make possible the retirement, by purchase during the Fiscal Year or by redemption on the first day of the following Fiscal Year, of Series 2012 Bonds maturing on said date in the aggregate principal amounts set forth in the following table opposite each such following Fiscal Year, as adjusted pursuant to Section 505 of the Master Indenture:

SERIES 2012 BONDS DUE \_\_\_\_\_, 20\_\_

REDEMPTION DATE  
(\_\_\_\_\_)

FISCAL YEAR  
OF DEPOSITS

AMOUNT

## **BUREAU OF FINANCE continued**

### **PROPOSED ORDINANCE continued**

#### **ITEM #11 cont'd**

(B) Optional Redemption.

The Series 2012 Bonds maturing on and after November 15, 20\_\_ are subject to redemption at the election or direction of the County prior to maturity in whole or in part in any order of maturity designated by the County, in integral multiples of \$5,000, on any date on or after \_\_\_\_\_, 20\_\_, at a Redemption Price of \_\_\_% of the aggregate principal amount of the Series 2012 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

*Section 1502. Provisions for Redemption of Series 2012 Bonds.* Series 2012 Bonds shall be redeemed in accordance with the provisions and requirements of Article IV of the Master Indenture.

### **Article XVI REVENUES AND FUNDS**

*Section 1601. Establishment of Series 2012 Project Account.* In connection with the issuance of the Series 2012 Bonds, the County hereby establishes a separate, segregated account within the Project Fund to be known as the "Series 2012 Project Account." Proceeds of the Series 2012 Bonds shall be deposited into the Project Account as provided in Section 503(A) of the Master Indenture. Amounts on deposit in the Series 2012 Project Account shall be applied upon the written direction of an Authorized Officer to pay the costs of the Series 2012 Project and to pay the costs related to the issuance of the Series 2012 Bonds.

*Section 1602. Establishment of Series 2012 Costs of Issuance Account.* In connection with the issuance of the Series 2012 Bonds, the County hereby establishes a separate, segregated account within the Project Fund to be known as the "Series 2012 Costs of Issuance Account." Proceeds of the Series 2012 Bonds shall be deposited into the Series 2012 Costs of Issuance Account as provided in Section 503(A) of the Master Indenture. Amounts on deposit in the Series 2012 Costs of Issuance Account shall be applied upon the written direction of an Authorized Officer to pay the costs related to the issuance of the Series 2012 Bonds.

Moneys in the Series 2012 Costs of Issuance Account shall be invested at the direction of an Authorized Officer to the fullest extent practicable in Investment Securities maturing in such amounts and at such times as may be necessary to provide funds when needed to pay the costs related to the issuance of the Series 2012 Bonds. The County may, and to the extent required for payments from the Series 2012 Costs of Issuance Account shall, sell any such Investment Securities at any time, and the proceeds of such sale, and of all payments at maturity and upon redemption of such investments, shall be held in the Series 2012 Costs of Issuance Account. Earnings received on moneys or securities in the Series 2012 Costs of Issuance Account shall be held as a part of such Account and available for the purposes for which moneys in such Account are otherwise held. Any amounts remaining in the Series 2012 Costs of Issuance Account on December 31, 2012 shall be transferred to the Series 2012 Project Account.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

**ARTICLE XVII**

**[PROVISIONS RELATING TO SERIES 2012 BOND INSURANCE POLICY  
AND SERIES 2012 BOND INSURER]**

**ARTICLE XVIII**

**MISCELLANEOUS PROVISIONS**

*Section 1801. Supplements and Amendments.* The County and the Trustee may supplement or amend this First Supplemental Indenture in the manner set forth in Articles X and XI of the Master Indenture.

*Section 1802. Effect of Master Indenture.* To the extent not otherwise expressly provided for in this First Supplemental Indenture, all terms and provisions relating to the Series 2012 Bonds, the application of the proceeds thereof, the collection and application of the Pledged Sales Tax Revenues, and the rights and obligations of the County, the Fiduciaries and the Owners of the Series 2012 Bonds shall be governed by the provisions of the Master Indenture, which provisions are hereby ratified and confirmed.

*Section 1803. Parties Interested Herein.* Nothing in this First Supplemental Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the County, the Fiduciaries and the Owners of the Bonds, any right, remedy or claim under or by reason of the Indenture or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in the Indenture contained by and on behalf of the County shall be for the sole and exclusive benefit of the County, the Fiduciaries and the Owners of the Bonds.

*Section 1804. No Recourse on the Bonds.*

(A) No recourse shall be had for the payment of the Principal or Redemption Price of or interest on the Series 2012 Bonds or for any claim based hereon or on the Indenture against any past, present or future member, director, officer, employee or agent of the County, or any successor, public body or any person executing the Series 2012 Bonds, either directly or through the County, under any rule of law or equity, statute or institution or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of an in consideration for the execution of this First Supplemental Indenture and the issuance of the Series 2012 Bonds.

(B) No officer, director, agent or employee of the County shall be individually or personally liable for the payment of the Principal or Redemption Price of or interest on the Series 2012 Bonds; but nothing herein contained shall relieve any such officer, director, agent or employee from the performance of any official duty provided by law.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

(C) All covenants, stipulations, obligations and agreements of the County contained in the Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the County to the full extent authorized and permitted by the Constitution and laws of the State, and no covenants, stipulations, obligations or agreements contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, director, agent or employee of the County in his or her individual capacity, and no officer executing the Series 2012 Bonds shall be liable personally on the Series 2012 Bonds or be subject to any personal liability accountability by reason of the issue thereof. No officer, director, agent or employee of the County shall incur any personal liability in acting or proceeding or in not acting or not proceeding in the Ordinance with the terms of the Indenture.

*Section 1805. Successors and Assigns.* Whenever in this First Supplemental Indenture the County is named or referred to, it shall be deemed to include its successors and assigns and all covenants and agreements in the Indenture contained by or on behalf of the County shall bind inure to the benefit of its successors and assigns whether so expressed or not.

*Section 1806. Severability of Invalid Provisions.* If any one or more of the covenants or ingredients provided in this First Supplemental Indenture on the part of the County or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements; and shall in no way affect the validity of any other provisions of the Indenture.

*Section 1807. Notices.* Any notice, demand, direction, request or other instruments authorized or required by the Indenture to be given to, delivered to or filed with the County or the Trustee shall be deemed to have been sufficiently given, delivered or filed for all purposes of the Indenture if and when sent by registered mail, return receipt requested:

To the County, if addressed to: County of Cook, Illinois  
118 North Clark Street, Room 1127  
Chicago, Illinois 60602  
Attention: Chief Financial Officer

and at such other address as may be subsequently designated in writing by the County to the Trustee; and

To the Trustee, if addressed to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

and at such other address as may be subsequently designated in writing by the Trustee to the County.

**BUREAU OF FINANCE continued**

**PROPOSED ORDINANCE continued**

**ITEM #11 cont'd**

*Section 1808. Construction.* This First Supplemental Indenture shall be construed in accordance with the provisions of State law without reference to its conflict of law principles.

*Section 1809. Headings Not a Part of This First Supplemental Indenture.* Any headings preceding the texts of the several Articles and Sections hereof, and any Table of Contents appended to copies hereof, are solely for convenience of reference and do not constitute a part of this Indenture, nor do they affect its meaning, construction or effect.

*Section 1810. Multiple Counterparts.* This First Supplemental Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County of Cook, Illinois has caused this First Supplemental Indenture to be executed in its name and its behalf by its Chief Financial Officer and \_\_\_\_\_, \_\_\_\_\_ has caused this Indenture to be executed in its behalf by its Vice President and its corporate seal to be impressed hereon and attested by its Trust Officer, all as of the day and year first above written.

**BUREAU OF FINANCE**  
**DEPARTMENT OF BUDGET AND MANAGEMENT SERVICES**

**REPORT**

**ITEM #12**

Transmitting a Communication, dated June 11, 2012 from

ANDREA GIBSON, Director, Budget and Management Services  
and  
HERMAN BREWER, Chief, Bureau of Economic Development

submitting the Bond Series Status Report for the 2nd Quarter of 2012 Fiscal Year, ending May 31, 2012 in accordance with FY 2012 Resolution Section Number 16. The report consists of two (2) sections; the first section defines the bond funding status for Capital Improvement and the second section for Equipment approved by the Cook County Board of Commissioners. The report presents the projected cost, adjustments to the projected cost, expenditures and commitments, unencumbered balances, existing funding resources and future funding resources required for the approved projects and equipment after the end of the quarter.

**BUREAU OF FINANCE**  
**OFFICE OF THE COUNTY COMPTROLLER**

**REPORTS**

**ITEM #13**

Transmitting a Communication from

RESHMA SONI, Interim Comptroller

submitting the Bills and Claims Report for the period of June 8-27, 2012.

This report to be received and filed is to comply with the Amended Procurement Code Chapter 34-125 (k).

The Comptroller shall provide to the Board of Commissioners a report of all payments made pursuant to contracts for supplies, materials and equipment and for professional and managerial services for Cook County, including the separately elected Officials, which involve an expenditure of \$150,000.00 or more, within two weeks of being made. Such reports shall include:

1. The name of the Vendor;
2. A brief description of the product or service provided;
3. The name of the Using Department and budgetary account from which the funds are being drawn; and
4. The contract number under which the payment is being made.

\* \* \* \* \*

**ITEM #14**

Transmitting a Communication, dated June 20, 2012 from

TARIQ MALHANCE, Chief Financial Officer

and

RESHMA SONI, Interim Comptroller

submitting the Comprehensive Annual Financial Report (CAFR) for fiscal year ended November 30, 2011.

submitting herewith a copy of Cook County's Comprehensive Annual Financial Report (CAFR) for the fiscal year ended November 30, 2011, prepared by the Cook County Comptroller and audited by McGladrey LLP. respectfully request that the report be referred to the Cook County Board's Audit Committee for further consideration.

\* \* \* \* \*

**BUREAU OF FINANCE**  
**OFFICE OF THE COUNTY COMPTROLLER continued**

**REPORTS continued**

**ITEM #15**

Transmitting a Communication, dated June 20, 2012 from

TARIQ MALHANCE, Chief Financial Officer  
and  
RESHMA SONI, Interim Comptroller

submitting the Cook County Basic Financial Statements (with reference to Governmental Auditing Standards) for the year ended November 30, 2011.

\* \* \* \* \*

**ITEM #16**

Transmitting a Communication, dated from June 20, 2012 from

TARIQ MALHANCE, Chief Financial Officer  
and  
RESHMA SONI, Interim Comptroller

submitting the Cook County Management Letter for the year ended November 30, 2011.

\* \* \* \* \*

**ITEM #17**

Transmitting a Communication, dated June 20, 2012 from

TARIQ MALHANCE, Chief Financial Officer  
and  
RESHMA SONI, Interim Comptroller

submitting the Cook County Health and Hospital System of Illinois Financial Statements for the year ended November 30, 2011.

\* \* \* \* \*

**BUREAU OF FINANCE**  
**OFFICE OF THE COUNTY COMPTROLLER continued**

**REPORTS continued**

**ITEM #18**

Transmitting a Communication, dated June 20, 2012 from

TARIQ MALHANCE, Chief Financial Officer  
and  
RESHMA SONI, Interim Comptroller

submitting the Cook County Health and Hospital System of Illinois Management Letter for the year ended November 30, 2011.

\* \* \* \* \*

**ITEM #19**

Transmitting a Communication, dated June 20, 2012 from

TARIQ MALHANCE, Chief Financial Officer  
and  
RESHMA SONI, Interim Comptroller

submitting the Cook County OMB Circular A-133 Single Audit Report for the year ended November 30, 2011.

\* \* \* \* \*

**ITEM #20**

Transmitting a Communication, dated June 20, 2012 from

TARIQ MALHANCE, Chief Financial Officer  
and  
RESHMA SONI, Interim Comptroller

submitting the AON Worker's Compensation and Self Insurance Liability Actuarial Report for the year ended November 30, 2011.

**BUREAU OF FINANCE**  
**OFFICE OF THE CHIEF PROCUREMENT OFFICER**

**PROPOSED CONTRACTS**

**ITEM #21**

Transmitting a Communication, dated July 10, 2012 from

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Pyramid Enterprise Supplies, Solon, Ohio, for Uniforms - Lot A.

Reason: Competitive bidding procedures were followed in accordance with the Cook County Procurement Code. On November 30, 2011 bids were solicited for 11-45-155A for uniforms. Three (3) bids were received for Lot A. The uniforms will be used by detainees in the custody of the Cook County Sheriff and the Juvenile Temporary Detention Center. The cost savings for this bid are estimated at \$8,555.00.

Estimated Fiscal Impact: \$1,680,230.00 (FY 2012: \$350,048.00; FY 2013: \$840,115.00; and FY 2014: \$490,067.00). Contract period: Twenty-Four months with three (3) additional one-year renewal options. (Various-320 Accounts).

Approval of this item would commit Fiscal Year 2013 and 2014.

The Chief Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

\* \* \* \* \*

**ITEM #22**

Transmitting a Communication, dated July 10, 2012 from

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Gordon's Auto Repair, Inc., Chicago, Illinois, for automobile maintenance and repair (Zone 4).

**BUREAU OF FINANCE**  
**OFFICE OF THE CHIEF PROCUREMENT OFFICER continued**

**PROPOSED CONTRACTS continued**

**ITEM #22 cont'd**

Reason: Competitive bidding procedures were followed in accordance with the Cook County Procurement Code. On February 8, 2012 bids were solicited for Contract No. 11-53-185 for automobile maintenance and repair for Cook County Zone 4. Three (3) bids were received. Gordon's Auto Repair was the lowest responsive and responsible bidder and is recommended for award. The auto maintenance services will be provided for various Cook County agencies. It has been determined that the auto maintenance services that are provided under this contract will provide a savings of \$6,656.00 based on previous year's pricing.

Estimated Fiscal Impact: \$258,003.00 (FY 2012: \$35,834.00; FY 2013: \$86,001.00; FY 2014: \$86,001.00; and FY 2015: \$50,167.00). Contract period: Thirty-six months with two (2) one-year renewal options. (Various-444 Accounts).

Approval of this item would commit Fiscal Year 2013, 2014 and 2015 funds.

The Chief Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

\* \* \* \* \*

**ITEM #23**

Transmitting a Communication, dated July 10, 2012 from

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Gordon's Auto Repair, Inc., Chicago, Illinois, for automobile maintenance and repair (Zone 5).

Reason: Competitive bidding procedures were followed in accordance with the Cook County Procurement Code. On February 8, 2012 bids were solicited for Contract No. 11-53-185 for automobile maintenance and repair for Cook County Zone 5. One (1) bid was received. Gordon's Auto Repair was the lowest responsive and responsible bidder and is recommended for award. The auto maintenance services will be provided for various Cook County agencies. It has been determined that the auto maintenance services that are provided under this contract will provide a savings of \$8,052.00 based on previous year's pricing.

**BUREAU OF FINANCE**  
**OFFICE OF THE CHIEF PROCUREMENT OFFICER continued**

**PROPOSED CONTRACTS continued**

**ITEM #23 cont'd**

Estimated Fiscal Impact: \$312,075.00 (FY 2012: \$43,344.00; FY 2013: \$104,025.00; FY 2014: \$104,025.00; and FY 2015: \$60,681.00). Contract period: Thirty-six months with two (2) one-year renewal options. (Various-444 Accounts).

Approval of this item would commit Fiscal Year 2013, 2014 and 2015 funds.

The Chief Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

\* \* \* \* \*

**ITEM #24**

Transmitting a Communication, dated July 10, 2012 from

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with E & R Towing and Garage, Inc., Markham, Illinois, for automobile maintenance and repair (Zone 7).

Reason: Competitive bidding procedures were followed in accordance with the Cook County Procurement Code. On February 8, 2012 bids were solicited for Contract No. 11-53-185 for automobile maintenance and repair for Cook County Zone 7. Two (2) bids were received. E & R Towing and Garage, Inc. was the lowest responsive and responsible bidder and is recommended for award. The auto maintenance services will be provided for various Cook County agencies. It has been determined that the auto maintenance services that are provided under this contract will provide a savings of \$9,355.00 based on previous year's pricing.

Estimated Fiscal Impact: \$362,607.00 (FY 2012: \$50,362.00; FY 2013: \$120,869.00; FY 2014: \$120,869.00; and FY 2015: \$70,507.00). Contract period: Thirty-six months with two (2) one-year renewal options. (Various-444 Accounts).

Approval of this item would commit Fiscal Year 2013, 2014 and 2015 funds.

The Chief Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

\* \* \* \* \*

**BUREAU OF FINANCE**  
**OFFICE OF THE CHIEF PROCUREMENT OFFICER continued**

**PROPOSED CONTRACTS continued**

**ITEM #25**

Transmitting a Communication, dated July 10, 2012 from

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with E & R Towing and Garage, Inc., Chicago Heights, Illinois, for automobile maintenance and repair (Zone 8).

Reason: Competitive bidding procedures were followed in accordance with the Cook County Procurement Code. On February 8, 2012 bids were solicited for Contract No. 11-53-185 for automobile maintenance and repair for Cook County Zone 8. One (1) bid was received. E & R Towing and Garage, Inc. was the lowest responsive and responsible bidder and is recommended for award. The auto maintenance services will be provided for various Cook County agencies. It has been determined that the auto maintenance services that are provided under this contract will provide a savings of \$9,355.00 based on previous year's pricing.

Estimated Fiscal Impact: \$362,607.00 (FY 2012: \$50,362.00; FY 2013: \$120,869.00; FY 2014: \$120,869.00; and FY 2015: \$70,507.00). Contract period: Thirty-six months with two (2) one-year renewal options. (Various-444 Accounts).

Approval of this item would commit Fiscal Year 2013, 2014 and 2015 funds.

The Chief Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

**PROPOSED CONTRACT ADDENDUM**

**ITEM #26**

Transmitting a Communication, dated July 10, 2012 from

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization to increase by \$1,520,000.00, Contract No. 12-84-072 with W. W. Grainger, Inc., Lake Forest, Illinois, for maintenance, repair and operational supplies.

Board approved amount 04-17-12:	\$1,350,000.00
Increase requested:	<u>1,520,000.00</u>
Adjusted amount:	\$2,870,000.00

**BUREAU OF FINANCE**  
**OFFICE OF THE CHIEF PROCUREMENT OFFICER continued**

**PROPOSED CONTRACT ADDENDUM continued**

**ITEM #26 cont'd**

Reason: The Cook County Department of Homeland Security and Emergency Management (DHSEM) is requesting a portion of this increase in order to expend allocated grant funds for the purchase of homeland security and emergency management supplies and equipment for first responders throughout Cook County. The additional funds will be required for other using departments including, but not limited to Facilities Management, Highway, Environmental Control, Sheriff and Clerk of the Circuit Court. The expiration date of the current contract is December 31, 2012.

Estimated Fiscal Impact: \$1,520,000.00. (Various-333 Accounts).

Approval of this item would commit Fiscal Year 2013 funds.

The Chief Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

**BUREAU OF FINANCE**  
**DEPARTMENT OF RISK MANAGEMENT**

**PROPOSED CONTRACT ADDENDUM**

**ITEM #27**

Transmitting a Communication, dated June 4, 2012 from

LISA M. WALIK, Director, Department of Risk Management

requesting authorization for the Chief Procurement Officer to increase by \$800,000.00 and extend for one (1) year, Contract No. 09-41-49 with Genex Services, Inc., Wayne, Pennsylvania, for Workers Compensation Bill Review and Case Management Services.

Board approved amount 05-19-09:	\$2,250,000.00
Increase requested:	<u>800,000.00</u>
Adjusted amount:	\$3,050,000.00

**BUREAU OF FINANCE**  
**DEPARTMENT OF RISK MANAGEMENT continued**

**PROPOSED CONTRACT ADDENDUM continued**

**ITEM #27 cont'd**

Reason: The Workers' Compensation services have been included in a Request for Proposal (RFP) that was recently posted by the Bureau of Human Resources for integrated Absence Management Services. This extension will ensure continuity of operations and cost-saving initiatives while the RFP responses are being reviewed and evaluated by the Evaluation Committee.

Estimated Fiscal Impact: \$800,000.00. Contract extension: August 1, 2012 through July 31, 2013. (542-845 Account). Self-Insurance Fund. The costs are associated and allocated to individual workers' compensation claim files. The savings from this program exceed the anticipated costs.

Approval of this item would commit Fiscal Year 2013 funds.

The Chief Procurement Officer concurs.

**BUREAU OF ADMINISTRATION**  
**DEPARTMENT OF ENVIRONMENTAL CONTROL**

**PROPOSED GRANT AWARD**

**ITEM #28**

Transmitting a Communication, dated June 21, 2012 from

DEBORAH STONE, Director, Department of Environmental Control

requesting authorization to accept a grant award in the amount of \$254,316.00 from U.S. Environmental Protection agency for PM2.5 Monitoring Network. Through this cooperative agreement Cook County will operate its fine particulate matter (PM2.5) monitoring network, collecting samples at the sites and performing analysis to determine the level of PM2.5 in Cook County Illinois.

Estimated Fiscal Impact: None. Grant Award: \$254,316.00. Funding period: April 1, 2012 -through March 31, 2013.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

**PROPOSED ORDINANCE AMENDMENT**

**ITEM #29**

Transmitting a Communication from

DEBORAH STONE, Director, Department of Environmental Control

respectfully submitting an amendment to the Asbestos and Related Substance Article of the County Code for your approval.

Submitting a Proposed Ordinance Amendment sponsored by

TONI PRECKWINKLE, President, Cook County Board of Commissioners

**PROPOSED ORDINANCE AMENDMENT**

**AMENDMENT TO THE ASBESTOS AND RELATED SUBSTANCES ARTICLE  
OF THE COUNTY CODE**

**BE IT ORDAINED**, by the Cook County Board of Commissioners, that Chapter 30 Environment, Sections 30-541 through 30-551 of the Cook County Code are hereby amended as follows:

**BUREAU OF ADMINISTRATION**  
**DEPARTMENT OF ENVIRONMENTAL CONTROL continued**

**PROPOSED ORDINANCE AMENDMENT continued**

**ITEM #29 cont'd**

**Sec. 30-541. Definitions.**

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Adequately Wet* means sufficiently mixed or penetrated with liquid to prevent the release of particulates. Upon inspection, water has visibly attached itself to the Asbestos Containing Material (ACM).

*Alteration* means any change, addition, or modification of a structure or one or more structural components in any way, including but not limited to the stripping or removal of ACM from a structural component.

*Applicant* means the owner of a building or property who is required to obtain a permit under this Article and any agent of the owner who applies for said permit on behalf of the owner.

*Asbestos* means any fiber or any mixture containing fiber of hydrated silicate mineral, which, on the basis of its crystalline structure, falls into one of two categories:

- (1) Pyroxenes (chrysotile fiber);
- (2) Amphiboles (crocidolite, amosite, tremolite, actinolite or anthophyllite fiber).

*Asbestos-containing material (ACM)* means any material containing more than one percent (1%) asbestos as determined using the method specified in EPA regulations Appendix E, Subpart E, 40 CFR Part 763, Section I, Polarized Light Microscopy.

*Asbestos Abatement Contractor* means any Person, firm or corporation engaged in asbestos removal and abatement activities in Cook County, outside of the limits of the City of Chicago.

*Certificate of Registration* means the physical documentation issued by the Cook County Department of Environmental Control.

*Commercial activity* means any activity done for hire or having financial profit as a primary aim.

*Cutting* means to penetrate with a sharp-edged instrument and includes sawing, shearing, slicing, or punching.

*Debris* means asbestos-containing waste produced by the demolition of a structure.

**BUREAU OF ADMINISTRATION**  
**DEPARTMENT OF ENVIRONMENTAL CONTROL continued**

**PROPOSED ORDINANCE AMENDMENT continued**

**ITEM #29 cont'd**

Demolition means the deconstructing, destroying, razing, tearing down, alteration or wrecking of any structure or removal of any load-supporting structural member of a facility together with any related handling operations.

Demolition Project means the demolition of any load-bearing or non-load-bearing building or portion of a building that may or may not contain ACM.

*Department* means the Cook County Department of Environmental Control.

*Director* means the Director of the Cook County Department of Environmental Control.

*Engage in Asbestos Abatement Activity* shall refer to those activities provided in Sections 30-541 through 30-550 of the Ordinances of Cook County.

*Federal, State, or Local Regulations* means a law, administrative rule, or regulation of the federal government, any state in the United States of America, or any unit of local government, including, but not limited to, cities, counties, municipalities, or townships.

Permit Holder means the person who has received a permit under this Article VI.

*Person or Persons* means any individual, corporation, partnership, joint venture, trust, association, limited liability company, sole proprietorship or other legal entity.

~~Project Supervisor means a licensed asbestos abatement contractor, foreman, or person designated as the asbestos abatement contractor's representative who is responsible for the onsite supervision of the removal, encapsulation, or enclosure of asbestos containing materials.~~

Project means any activity which requires an application for any permit required by this Article VI.

*Spraying* means the pneumatic application of material used for fireproofing or insulation.

Strip means to take off ACM from any part of a structure or structural components.

Structure means any building, or part thereof, enclosing any occupancy including residential, institutional, assembly, business, mercantile, industrial, storage, hazardous and miscellaneous uses. When separated by fire walls, each unit so separated shall be deemed a separate structure.

Structural component means any pipe, duct, boiler, tank, reactor, turbine, or furnace at or in a structure, or any structural member of the structure.

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**PROPOSED ORDINANCE AMENDMENT continued**

**ITEM #29 cont'd**

Structural member means any vertical or horizontal load-bearing member of a structure which supports dead or live loads in addition to its own weight and includes, but is not limited to, a foundation, an exterior or interior load-bearing wall, a column, a column beam, a floor, and a roof structure.

*Waste* means any asbestos-containing matter which has been or is intended to be discarded.

**Sec. 30-542. General requirements.**

(a) *Restrictions on activities involving discharge of asbestos into air.* After April 1, 1978, no commercial activity not otherwise hereinafter prohibited, involving the potential discharge of visible amounts of asbestos fiber or asbestos-containing materials into the ambient air from the construction, alteration, repair or demolition of a structure or structural component from the processing or manufacturing of asbestos-containing products, shall be conducted unless the person or entity in charge of such activity complies with the following regulations:

(1) Personnel shall be designated to exercise full-time supervisory authority over all aspects of the activity from which the release of asbestos fiber into the environment could result, in such a manner as to insure compliance with the pertinent asbestos control regulations.

(2) Each employee engaged in such activity shall complete a course of instruction on the potential hazards of exposure to asbestos fiber, including the precautions that must be observed to prevent or restrict the dispersion of asbestos fiber into the environment.

(3) Facilities shall be provided and procedures instituted and supervised that prevent the removal from the site of visible amounts of asbestos-containing material on the clothing of the employees.

(4) Asbestos-containing wastes shall be immediately vacuumed or otherwise collected where vacuuming is impossible and shall be placed in a container resistant to tearing or breaking under normal handling conditions, which shall be tightly sealed and clearly marked as containing asbestos-waste. Such waste material or container shall be disposed of by burial at a sanitary landfill.

(5) Waste manifests and air monitoring reports or air clearance reports are required to be submitted to the Cook County Department of Environmental Control within ten (10) business days of the expiration of the asbestos removal permit.

~~(b) Application of Subsection (a)(4) of this section. Subsection (a)(4) of this section shall not apply to the demolition of a structure, except as provided in Section 30-544(a)(4) and (5).~~

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(e) (b) Permit required for manufacture of asbestos-containing products. After April 1, 1978, the manufacturing or processing of asbestos containing products is prohibited, unless the person or entity in charge of such activity has obtained a permit from the Director. Before obtaining such permit, the applicant shall demonstrate compliance with this section and such additional standards as are hereinafter specifically required.

(c) Cutting, trimming, fitting or stripping of asbestos containing material.

(1) The cutting, trimming, fitting or stripping of asbestos-containing material in the construction, alteration or repair of a structure or structural component which is done at the site of such structure in an area open to the atmosphere shall be conducted within a special enclosure designed to preclude the escape of asbestos fiber from the immediate area of such enclosure.

(2) The mechanical exhaustion of dust from such enclosure to the ambient air is prohibited unless such exhaust system is equipped with a properly sized fabric filter for dust collection or an equivalent device as approved by the agency.

(d) Asbestos-containing material applied in construction, alteration or repair of structure or structural component. Asbestos-containing material applied in the construction, alteration or repair of a structure or structural component shall be coated with a sealant, provided with a cover or installed in some other manner so as to preclude emission of the asbestos-containing material to the circulating air. Any plenum or other structure coated with or containing asbestos-containing insulation and used in the circulation of air in a building shall be thoroughly cleaned of all debris and waste insulation.

(e) Asbestos-containing debris shall not be dropped or thrown from any floor but shall be transported by dust-tight chutes or buckets shall be adequately wetted to preclude dust dispersion at the point of discharge.

(f) All asbestos-containing debris shall be adequately wetted before loading into trucks, other vehicles or containers. During transport such asbestos-containing waste shall be enclosed or covered so as to prevent dust dispersion. Asbestos-containing debris shall be disposed by burial at a sanitary landfill.

(g) Standard for demolition, alteration or repair of asbestos-containing structures or structural component.

(1) Contractor certification and performance.

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- a. Any person engaged in the commercial activity of construction, demolition, alteration or repair of a structure for which has been determined asbestos-containing material is present must present proof that the person possesses a valid license issued pursuant to the Asbestos Abatement Act (105 ILCS 105/1 et seq.) to the Department.
  - b. Any person engaged in asbestos removal activity shall be obligated to notify the Department and comply in the same manner as required in 40 CFR 61.141, 40 CFR 61.145 and 40 CFR 61.150.
  - c. Any person engaged in the commercial activity of asbestos removal shall comply with Illinois Pollution Control Board Regulations Asbestos 35 Ill. Admin. Code 228.
- (h) Permit required; Fees
- a. A demolition permit shall be obtained from the Director prior to any demolition of any structure as set out in Sec. 30-961. The permit fees for demolition of structures on a property that is zoned as residential, commercial or industrial shall be as set out in Section 32-1.
  - (2) An asbestos removal permit shall be required for all demolition, alteration or repair of any asbestos-containing structure or structural component in addition to a demolition permit, if required by Sec.30-961 and shall be obtained prior to the start of a project. Application for this permit must be submitted no less than 10 business days prior to the start of the project. This permit is valid for 30 days after issuance and the contractor may not be off-site for more than 10 consecutive days during the permitted time. The permit fee for asbestos removal shall be as set out in Section 32-1. Inspection fee shall not be applicable to structures used primarily as a domestic residence.
  - (3) Any of the permits may be revised up to six times before a new permit is required. Each time a permit is revised, (including, but not limited to, date revisions) a revision fee will be required in the amount set out in Section 32-1
  - (4) No demolition permit shall be issued unless the applicant has submitted all information required by Sections 30-961 through 30-967.

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**ITEM #29 cont'd**

- (5) An application for a demolition permit may be submitted less than the required 10 business days time period in cases where the public safety is at risk. In such cases, the applicant must submit a letter explaining the nature of the public safety risk, a completed application and copies of the check for the permit and variance filing fees, as set out in Sec. 32-1 via email or facsimile.
- (i) Operations and Maintenance Asbestos Removal Permit; Fees
- (1) An Operations and Maintenance Asbestos Removal Permit is available for large commercial and industrial sites, healthcare facilities and schools with ongoing asbestos mitigation projects. Permit Filing Fees shall be as set out in Sec. 32-1
- (2) To obtain an Operations and Maintenance Asbestos Removal Permit an applicant must submit a written request to the Director or his or her designee no less than 15 days prior to the scheduled start of the asbestos renovation project. This request shall include, but not be limited to, a completed Cook County notification form, an explanation of the unique circumstances involved in the project, schematic drawings and blueprints (when available) of the structure and a filing fee as set out in Sec. 32-1
- (3) Issuance of an Operations and Maintenance Asbestos Removal Permit is subject to departmental approval. The Department shall issue a written response to the petitioner. The Department's decision is final. If the request is denied, the filing fee will be returned.
- (4) An Operations and Maintenance Asbestos Removal Permit is applicable for one building, regardless of connecting enclosed walkways or underground tunnels. A separate request must be filed for each free standing structure on the premises or campus.
- (5) An Operations and Maintenance Asbestos Removal Permit is non-transferrable to a new person, or different location.
- (6) An Operations and Maintenance Asbestos Removal Permit is valid for one calendar year, beginning on January 1 of each year. The permit holder may use the permit at any time during the year, until the expiration of the permit on December 31 of each year. Upon expiration of an existing permit, the permit holder may reapply for a new permit for the project.

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- (7) An Operations and Maintenance Asbestos Removal Permit requires notification of the Department by email or fax transmission prior to starting each removal episode. The notice must include the location within the building where work is to be performed, onsite contact information and the anticipated work hours. Within 48 hours of each episode's completion the permit holder must submit a written summary of the episode.
- (8) The permit holder shall submit to the Department a chronological summary of the project and payment made based on the required inspectional fees as set out in Sec. 32-1. Healthcare facilities and schools shall submit a project summary and inspection fee payment every six months. Commercial and industrial facilities shall submit a project summary and inspection fee payment every quarter.

**Sec. 30-543. ~~Construction, alteration and repair of a structure.~~ Fibrous material restrictions.**

- (a) *Spraying of asbestos-containing material prohibited.* The spraying of asbestos-containing material is prohibited after April 1, 1978.
- (b) *Procedure for spraying nonasbestos fibrous material.* Nonasbestos fibrous matter shall not be sprayed in an area open to the atmosphere, unless the following procedures are taken:
- (1) The entire floor or area to be sprayed shall be enclosed with plastic-coated tarpaulins in a manner which shall preclude the escape of fiber-containing material from the enclosure. All interior open area such as elevator shafts and stairwells shall be enclosed in a manner which shall prevent the escape of fiber-containing material from the enclosure. All interior open areas such as elevator shafts and stairwells shall be enclosed in a manner which shall prevent the escape of fiber-containing material from the working area.
- a. The entire sprayed area, all ledges and surfaces, including tarpaulins within the enclosure, shall be thoroughly vacuumed upon completion of the spraying operation and immediately before the enclosure is dismantled.
- ~~(c) Cutting, trimming, fitting or stripping of asbestos-containing material.~~
- ~~(1) The cutting, trimming, fitting or stripping of asbestos containing material in the construction, ALTERATION or repair of a structure which is done at the site of such structure in an area open to the atmosphere shall be conducted within a special enclosure designed to preclude the escape of asbestos fiber from the immediate area of such enclosure.~~

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a. ~~The mechanical exhaustion of dust from such enclosure to the ambient air is prohibited unless such exhaust system is equipped with a properly sized fabric filter for dust collection or an equivalent device as approved by the agency.~~

(d) *Visible emissions of fiber-containing material considered violation.* Compliance with Subsections (b) and (c) 542(c) and 543(b) of this section notwithstanding, visible emissions of fiber-containing material in an area open to the atmosphere shall be considered a violation.

~~(e) Asbestos containing material applied in construction, ALTERATION or repair of structure. Asbestos containing material applied in the construction, ALTERATION or repair of a structure shall be coated with a sealant, provided with a cover or installed in some other manner so as to preclude emission of the asbestos containing material to the circulating air. Any plenum or other structure coated with or containing asbestos containing insulation and used in the circulation of air in a building shall be thoroughly cleaned of all debris and waste insulation.~~

**Sec. 30-544. Demolition of asbestos containing structure.**

(a) *Procedure for demolition of asbestos containing structure.* Where the risk of public exposure to asbestos fiber from the dislodging of asbestos-containing materials is present, no demolition of a structure shall be initiated unless all safeguards necessary and practicable to reduce the emission of dust are taken. Such procedures shall include, but are not necessarily limited to:

- (1) Boilers and pipes and steel members insulated or fireproofed with asbestos-containing material shall be adequately wetted and stripped before toppling of walls is begun. This procedure shall be followed, where practicable, as to all other asbestos-lined surfaces. Such asbestos-containing waste shall be immediately bagged and disposed of in accordance with Section 30-542(a)(4).
- (2) When demolition by toppling occurs such reasonable enclosure for dust emission control as is compatible with the character of the structure shall be employed.
- (3) Before the demolition or toppling of any section or wall of the structure, adequate wetting to suppress the dust shall be employed.
- (4) Asbestos-containing debris shall not be dropped or thrown from any floor but shall be transported by dust-tight chutes or buckets shall be ~~sufficiently~~ adequately wetted to preclude dust dispersion at the point of discharge.

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- (5) All asbestos-containing debris shall be ~~thoroughly~~ adequately wetted before loading into trucks, other vehicles or containers. During transport such waste shall be enclosed or covered so as to prevent dust dispersion. Asbestos-containing debris shall be disposed by burial at a sanitary landfill.
- (b) *Standard for demolition of structures.*
- (1) *Contractor certification and performance.*
- a. Any person engaged in the commercial activity of construction, demolition, alteration or repair of a structure for which has been determined asbestos-containing material is present must present proof that the person possesses a valid license issued pursuant to the Asbestos Abatement Act (105 ILCS 105/1 et seq.) to the Department.
- b. Any person engaged in asbestos removal activity shall be obligated to notify the Department and comply in the same manner as required in 40 CFR 61.141, 40 CFR 61.145 and 40 CFR 61.150.
- c. Any person engaged in the commercial activity of asbestos removal shall comply with Illinois Pollution Control Board Regulations Asbestos 35 Ill. Admin. Code 228.
- ~~(2) — Permit required fees.~~
- a. ~~A demolition permit shall be obtained from the Director prior to any demolition of any structure. The permit fees for demolition of structures on a property that is zoned as residential, commercial or industrial shall be as set out in Section 32-1~~
- b. ~~An asbestos removal permit shall be required for all demolition, alteration or repair of a structure which has been determined to contain asbestos-containing material. Such permit will be in lieu of requirements of Section 30-544 and shall be obtained prior to the start of a project. The permit fee for asbestos removal shall be as set out in Section 32-1. Inspection fee shall not be applicable to structures used primarily as a domestic residence.~~
- c. ~~Any of the permits may be revised up to six times before a new permit is required. Each time a permit is revised, (including, but not limited to, date revisions) a revision fee will be required in the amount set out in Section 32-1~~

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- d. ~~Permit fees under Subsections (b)(2)a and (b)(2)b of this section shall be established in accordance with Section 30-91 and thereafter Sections 30-92 through 30-95 shall be applicable.~~

**Sec. 30-545. Sampling and counting or particulate matter from manufacture of asbestos-containing product.**

After April 1, 1978, a factory, plant or enterprise which engages in the processing or manufacturing of any asbestos-containing product shall discharge no visible emission of particulate matter from such manufacturing or processing into the ambient air and shall emit no concentrations of asbestos fiber into the ambient air in excess of two fibers per cubic centimeter of air.

- (1) Sampling of emissions shall be by the membrane filter method and according to the procedures recommended in the ASME Power Test Code 27-1957, or other procedures generally accepted by persons knowledgeable in the state of the art.
- (2) Counting shall be according to the procedure outlined in Edwards, G. H. and Lynch, J. R., "The Method Used by the U.S. Public Health Service for Enumeration of Asbestos Dust on Membrane Filters," Ann. Occupational Hyg. (Oxford) 11 (1): 1-6 Jan. '68; with 20 fields per sample, counted at random using phase contrast microscopy at 430x magnification and counting only fibers 5 microns or greater in length, with a length to breadth ratio of three to one or greater.

**Sec. 30-546. Controlling asbestos handling facilities.**

Any factory, plant or enterprise which engages in the processing or manufacturing of any asbestos containing product shall control all asbestos handling facilities so that exhaust air can be ducted through necessary air pollution control equipment and samples taken of the gases which are emitted into the ambient air.

**Sec. 30-547. Inspection.**

(a) Any factory, plant or enterprise for which a permit is sought or has been granted pursuant to Section 30-542(e**u**) shall be subject to inspection by the Department at any reasonable time, without prior notice.

(b) In the event the Department inspects a work site where Asbestos Abatement Activity is taking place, the Asbestos Abatement Contractor must cooperate with the Department's attempts to monitor activity to ensure that safety concerns are appropriately addressed. Upon request, the Asbestos Abatement Contractor will be required to produce required information, including, but not limited to, the following:

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- (1) A copy of the Certificate of Registration; and
- (2) Documentation verifying that all employees at that worksite have the appropriate licensure through the Illinois Department of Public Health, if licensure is required.

**Sec. 30-548. Sampling.**

At a frequency to be determined by the Agency, any factory, plant or enterprise which engages in the processing or manufacturing of any asbestos-containing product shall sample the exhaust from such factory, plant or enterprise and submit the emission data to the Agency.

**Sec. 30-549. Transporting.**

No product which may emit asbestos-fiber during its transportation shall be transported unless such product be enclosed so as to preclude the emission of asbestos fiber into ambient air.

**Sec. 30-550. Violation.**

Notwithstanding compliance with Section 30-549 the visible emission of particulate matter in the course of such transportation shall be considered a violation.

**Sec. 30-551. Asbestos abatement contractor registration, registration fees and penalties.**

(a) In order to ensure that the health and safety of the public is protected from the harmful effects of exposure to asbestos materials caused by negligent or improper Asbestos Abatement Activities, all Asbestos Abatement Contractors doing business in Cook County outside the corporate limits of the City of Chicago must register with the Department of Environmental Control.

(b) No Asbestos Abatement Contractor shall do business in Cook County outside of the corporate limits of the City of Chicago without having a currently valid Certificate of Registration issued by the Department.

(c) The Department shall prepare and maintain a list of registered Asbestos Abatement Contractors which list shall be made available upon request.

(d) To obtain a Certificate of Registration, the Asbestos Abatement Contractor shall complete an application provided by the Department of Environmental Control. The application shall be returned to the Department, accompanied by a non-refundable registration fee set forth in Section 32-1 of the Ordinances of Cook County.

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- (e) The application shall require the following information:
  - (1) The Asbestos Abatement Contractor's name, mailing address, contact person, phone number, and e-mail address, together with its form of ownership. If a corporation, a copy of the corporation's last annual report filed with the Asbestos Abatement Contractor's state of incorporation. If the Asbestos Abatement Contractor is a corporation, partnership, or other firm, the substantial owners, as defined in Chapter 34, Article V, Section 34-367 of the Ordinances of Cook County, shall be identified.
  - (2) The Asbestos Abatement Contractor's license number issued by the State of Illinois Department of Public Health, the date of license expiration and a copy of said license.
  - (3) A list of all enforcement actions taken against the Asbestos Abatement Contractor in the preceding two years for alleged violations of Federal, State or Local Regulations pertaining to the handling, removal or disposal of asbestos-containing materials, including information about the alleged violations charged and the disposition.
  - (4) The number of years the Person has been doing business as an Asbestos Abatement Contractor.
  - (5) A list of supervisors employed by the Asbestos Abatement Contractor who are licensed by the Illinois Department of Public Health.
  - (6) A list of asbestos containing material removal and abatement techniques that have previously been employed by the Asbestos Abatement Contractor.
  - (7) A list of the names and addresses of waste disposal sites and waste haulers primarily used by the Asbestos Abatement Contractor.
  - (8) Certification by the Asbestos Abatement Contractor that all information furnished to the Department is true and accurate.
  - (9) Other information as required by the Department.
- (f) The application shall require the Asbestos Abatement Contractor to certify compliance with all Cook County ordinances, including, but not limited to, the following:
  - (1) Chapter 30, Environment;
  - (2) Chapter 34, Article V, Child Support Payments;

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- (3) Chapter 38, Article III, Public Health and Private Nuisances;
  - (4) Chapter 58, Article III, Offenses Involving Public Safety, and Article IV, Offenses Involving Public Morals;
  - (5) The Cook County Building Ordinance, adopted originally on March 11, 1949, as amended, and/or the Cook County Building Code;
  - (6) Chapter 74, Taxation; or
  - (7) The Cook County Zoning Ordinance.
- (g) The Director shall determine whether the applicant satisfies the requirements to be registered as an Asbestos Abatement Contractor. Upon approval of the application, the Department shall issue a Certificate of Registration to the asbestos removal contractor. Such Certificate of Registration shall expire two years following its date of issuance, and shall be renewable.
- (h) The Asbestos Abatement Contractor is required to notify the Department of any material changes to the registration requirements set forth in Section 30-551(e). The Director of the Department may revoke the registration if the Asbestos Abatement Contractor fails to notify the Department of any material changes to the registration requirements identified in Section 30-551(e).
- (i) The Director shall have the authority to deny an application for a Certificate of Registration. The Director shall provide written notice, via certified mail, of the decision to deny an Asbestos Abatement Contractor's Registration. Any denial must be made in writing and include a statement of the public health or safety concern that was the basis of the denial. The Director may deny issuance of a Certificate of Registration to any Asbestos Abatement Contractor where any one of the following conditions exists:
- (1) Failure to provide any of the required information on the application.
  - (2) Providing false information on the application.
  - (3) Outstanding violations, debts or penalties owed to Cook County for violation of any County ordinance, unless such violations, debts or penalties are being contested or appealed.
  - (4) Failure to have any required licensure by the Illinois Department of Public Health.

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- (5) Five or more administrative violations, three or more enforcement actions impacting public health in the two years preceding the date of application or a combined total of five administrative and enforcement actions in the two years preceding the date of application.

(j) If one of the conditions listed in section (i) is found to exist prior to the expiration of the Certificate of Registration, the Director may revoke the registration after notifying the Asbestos Abatement Contractor of the violation via certified mail, of the decision. The contractor shall have ten days from the date of the Director's letter to make a written request for an administrative hearing to contest the decision or to provide information to the Department that reaffirms that they remain in compliance with the requirements of the ordinance. The Asbestos Abatement Contractor may reapply for a Certificate of Registration after a period of 14 business days. Approval of the Certificate of Registration after a revocation shall be probationary for one year after issuance of the Certificate of Registration. Any additional violations during the one-year probation will result in the suspension of the Certificate of Registration for a period of no less than one month and no more than one year.

(k) Any Certificate of Registration issued by the Department pursuant to this article may be renewed if the Asbestos Abatement Contractor submits a completed registration renewal application on a form provided by the Department, and makes payment of a renewal fee set by the Department, consistent with the provisions of Section 32-1 of the Ordinances of Cook County. Renewal of a Certificate of Registration may be withheld if the Director finds that evidence exists that renewal of the Certificate of Registration will present health and safety concerns for the public. The Director may refuse to renew a Certificate of Registration if any of the conditions identified in Section 30-551(i) exist. The Director shall provide written notice, via certified mail, of the decision to deny an Asbestos Abatement Contractor's Registration renewal. Any denial must be made in writing and include a statement of the public health or safety concern that was the basis of the denial. The applicant shall have 15 days from the date of the Director's letter to make a written request for an administrative hearing to contest the Director's decision.

(l) If the Director denies an application for or revokes a Certificate of Registration or an application for renewal of a Certificate of Registration, the Director shall so notify the Asbestos Abatement Contractor in writing within 30 days of the decision, including a statement of the basis for the denial or revocation. The Asbestos Abatement Contractor shall be given the opportunity to contest the Director's action decision in a hearing as set forth in Article IX, Administrative Hearings, Section 2-901 et seq. of the Code of Ordinances. The Asbestos Abatement Contractor shall be given written notice at least seven days before the hearing is scheduled. The Department of Administrative Hearings shall make a final decision on granting the Certificate of Registration.

(m) Any person that performs asbestos removal activity governed by this article without possessing a valid and current Certificate of Registration issued by the Department shall be subject to fines in accordance with the provisions of Section 30-213 of this article.

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**ITEM #29 cont'd**

(n) The Department shall maintain records of any instances of Asbestos Abatement Activity performed without a Certificate of Registration for five years from the date of the discovery of the nonauthorized activity and said records shall be considered when reviewing subsequent applications for registration.

**BE IT FURTHER ORDAINED**, by the Cook County Board of Commissioners, that Chapter 32 Fees, Sec. 32-1 of the Cook County Code is hereby amended as follows:

**Sec. 32-1. Fee schedule.**

The fees or charges provided for or required by the below-listed sections shall be as shown below:

<b>CHAPTER 30, ENVIRONMENT</b>		
30-551	Asbestos Removal Contractor Certificate of Registration, initial or renewed	200.00
<del>30-544(b)(2)a.</del> <del>30-542(h)(1)</del> <del>30-961(a)</del>	Demolition permit fee	
<del>30-544(b)(2)a.</del> <del>30-542(h)(1)</del>	Residential filing fee ( <u>garage/shed</u> )	150.00
<del>30-542(h)(1)</del>	<u>Residential Filing fee (4 units or less)</u>	<u>150.00</u>
<del>30-542(h)(2)</del>	<u>Residential fee(5 units or more)</u>	<u>1,000.00</u>
<del>30-544(b)(2)a.</del> <del>30-542(h)(1)</del>	Commercial and industrial filing fee	<del>350.00</del> <u>1,000.00</u>
<del>30-544(b)(2)a.</del> <del>30-542(h)(1)</del>	Inspection fee	150.00
<del>30-544(b)(2)b.</del> <del>30-542(h)(2)</del>	Asbestos removal permit	
<del>30-544(b)(2)b.1</del> <del>30-542(h)(2)</del>	Filing fee	200.00
<del>30-542(i).</del>	<u>Operations and Maintenance Asbestos Removal Filing Fee for Healthcare facilities and schools</u>	<u>500.00</u>
<del>30-542(i).</del>	<u>Operations and Maintenance Asbestos Removal Filing Fee for commercial and industrial buildings</u>	<u>1,000.00</u>

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<del>30-544(b)(2)b.2.</del> <del>30-542(h)(2)</del> <del>30-542(i)(8)</del>	Inspection fee shall not exceed \$2,000.00 per project, or inspection period for Operations and Maintenance Permits, or the following, whichever is the lesser:	
<del>30-544(b)(2)b.2.(i)</del> <del>30-542(h)(2)</del> <del>30-542(i)(8)</del>	Asbestos-containing material, per linear foot	2.00
<del>30-544(b)(2)b.2.(ii)</del> <del>30-542(h)(2)</del> <del>30-541(i)(8)</del>	Asbestos-containing material, per square foot	6.00
<del>30-554(b)(2)c.</del> — <del>30-542(h)(3)</del> <del>30-961(c)</del>	Permit revision fee	55.00
<del>30-542(h)(5)</del>	<u>Emergency Variance Filing Fee.</u>	<u>100.00</u>
30-600	Open burning permit fee schedule:	
30-600(1)	Filing fee per permit; maximum ten occurrences (burns) per permit	20.00
30-600(2)	Open burning fee for each day of occurrence (for each burn)	36.00

**Effective date:** This amended ordinance shall be in effect \_\_\_ days after passage.

**PROPOSED ORDINANCE**

**ITEM #30**

Transmitting a Communication, dated June 14, 2012 from

DEBORAH STONE, Director, Department of Environmental Control

respectfully submitting for your approval the Cook County Demolition Debris Diversion Ordinance.

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**PROPOSED ORDINANCE continued**

**ITEM #30 cont'd**

Submitting a Proposed Ordinance sponsored by

TONI PRECKWINKLE, President, Cook County Board of Commissioners

**PROPOSED ORDINANCE**

**COOK COUNTY DEMOLITION DEBRIS DIVERSION ORDINANCE**

**BE IT ORDAINED**, by the Cook County Board of Commissioners, that Chapter 30 Environment, Article X Demolition Debris Diversion, Sections 30-961 through 30-972 of the Cook County Code are hereby enacted as follows:

**Sec. 30-961. Short title.**

Section 30-961 through Section 30-972 shall be known, and may be cited, as the Cook County Demolition Debris Diversion Ordinance

**Sec. 30-962. Purpose and intent.**

The purpose of this Ordinance is to establish a program for recycling and salvaging of construction and demolition waste consistent with the Cook County Solid Waste Plan. This Ordinance is intended to introduce reuse and recycling requirements that will help achieve Cook County's goal to:

- (1) Reduce the amount of construction and demolition waste generated at the source;
- (2) Regulate the salvage and transport of salvageable construction and demolition material and to prevent the improper disposal of construction and demolition debris within the County of Cook; and,
- (3) Recover materials for the purpose of recycling and reuse that would otherwise be discarded and return them to the economy.

**Sec. 30-963. Findings.**

- (a) The County finds and determines that:
  - (1) The County is committed to protecting the public health, safety, welfare and environment and in order to meet these commitments it is necessary that the County promote the reduction of solid waste and reduce the stream of solid waste going to landfills.

**BUREAU OF ADMINISTRATION**  
**DEPARTMENT OF ENVIRONMENTAL CONTROL continued**

**PROPOSED ORDINANCE continued**

**ITEM #30 cont'd**

- (2) The debris generated in construction and demolition projects accounts for a significant portion of the materials disposed of in landfills and a large percentage of such debris is comprised of materials particularly suitable for recycling.
- (3) The reuse and recycling of certain portions of construction and demolition debris is essential to further the County's efforts to reduce solid waste.
- (4) Except in unusual circumstances, it is feasible to divert an average of at least seventy percent (70%) of all construction and demolition debris from construction and demolition projects.

**Sec. 30-964. Definitions**

*AHERA* means the Asbestos Hazard Emergency Response Act, 15 U.S.C. § 2641 *et seq.*

*Alteration* means any change, addition, or modification of a structure or one or more structural components in any way, including but not limited to the stripping or removal of ACM from a structure component.

*ASHARA* means the Asbestos School Hazard Abatement Reauthorization Act, 15 USC § 2641 *et seq.*

*Construction and Demolition Debris* ("C&D debris") means waste produced by the demolition or alteration of a structure. C&D debris may include but is not limited to bricks, concrete, masonry materials, soil, rock scrap, scrap metal, plaster, gypsum drywall, plumbing fixtures and piping, insulation, roofing shingles, other roof coverings, reclaimed or other asphalt pavement, glass, plastics, electrical wiring, corrugated cardboard, piping or metals incidental to any of those materials, landscape waste and wood, including painted, treated, coated wood, wood products, wall coverings, and incidental dirt, metal, mortar, gypsum, plasterboard, wood and sand that may be intermingled with reusable or recyclable demolition material generated from demolition activities.

*Deconstruction* means the process of systematically dismantling a structure in an environmentally, economically and socially responsible manner, aiming to maximize the recovery of materials for reuse and recycling.

*Demolition* means the deconstructing, destroying, razing, tearing down, alteration or wrecking of any structure or removal of any load-supporting structural member of a facility together with any related handling operations.

*Demolition Project* involves the demolition of any load-bearing or non-load-bearing building or portion of a building that may or may not contain ACM.

**BUREAU OF ADMINISTRATION**  
**DEPARTMENT OF ENVIRONMENTAL CONTROL continued**

**PROPOSED ORDINANCE continued**

**ITEM #30 cont'd**

*Divert or Diversion* means to recycle or reuse demolition debris for any purpose other than disposal in a landfill, incineration facility.

*Facility* means an establishment that collects material, including construction and demolition debris, and either reprocesses or aggregates the material to be sold back into the market or serves as an intermediate or permanent site for disposal. Facilities include recycling establishments, building material reuse centers, transfer stations or landfills.

*Hauler* means an establishment that collects and transports material, including construction and demolition debris, from the original site of generation or intermediate site to another destination, such as a facility.

*Recycle or Recycling* means to set aside, handle, package or offer for collection residential, commercial, or industrial solid waste materials or by-products for the purpose of being reused or processed and then returned to the economic mainstream as useful products.

*Remodel or Renovation* means the altering of an existing building or structure, or any portion of its structural components or systems, including the stripping, removal or abatement of ACM from a building or structure. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

*Reuse* means recovering material for repeated use in the same form. This includes materials that are reused in the same location as they are generated.

**Sec. 30-965. Demolition Debris Diversion Requirements.**

(a) Except as provided in section 30-967, applications for a demolition permit will be subject to the following Demolition Debris Diversion Requirements:

- (1) Any residential building is subject to a minimum five percent (5%) by weight reuse requirement and a minimum total seventy percent (70%) by weight diversion requirement.
- (2) Any non-residential building is subject to a seventy percent (70%) by weight recycling requirement with reuse encouraged whenever possible.

**BUREAU OF ADMINISTRATION**  
**DEPARTMENT OF ENVIRONMENTAL CONTROL continued**

**PROPOSED ORDINANCE continued**

**ITEM #30 cont'd**

**Sec. 30-966. Submission of Demolition Permit Application.**

(a) To be issued a demolition permit, a demolition permit application, including an asbestos inspection report, completed to AHERA/ASHARA standards, conducted by an Illinois Department of Public Health certified building inspector, must be submitted no less than 10 business days prior to the start of the demolition project, reviewed, and approved by the Director.

(b) Application may include but is not limited to a Demolition Debris Diversion Plan, estimating the respectively required diversion goals as set out in Sec. 30-965 and the transport means and destinations of demolition debris. The Demolition Debris Diversion Plan shall include, but is not limited to, the Estimated Material Tracking Form and the Material Transport Form.

(c) The Estimated Material Tracking Form shall require the following information:

- (1) The estimated quantity of each type of demolition debris and proposed means of diversion. The applicant shall list the types of demolition debris by material and the estimated amount of each type of demolition debris that will be reused or recycled. In estimating the weight of the demolition debris, the applicant shall use the conversion rates approved by the Director for this purpose.
- (2) The estimated total weight of demolition debris generated by the project, which is calculated at the end of the Estimated Material Tracking Form.
- (3) A list with the name and address of the hauler or haulers that will transport each type of the demolition debris and the name and address of the facility or facilities that will receive the demolition debris.

(d) The application shall require certification of compliance with all Cook County ordinances, including, but not limited to, the following:

- (1) Chapter 30, Environment;
- (2) Chapter 34, Article V, Child Support Payments;
- (3) Chapter 38, Article III, Public Health and Private Nuisances;
- (4) Chapter 58, Article III, Offenses Involving Public Safety, and Article IV, Offenses Involving Public Morals;
- (5) The Cook County Building Ordinance, adopted originally on March 11, 1949, as amended, and/or the Cook County Building Code;

**BUREAU OF ADMINISTRATION**  
**DEPARTMENT OF ENVIRONMENTAL CONTROL continued**

**PROPOSED ORDINANCE continued**

**ITEM #30 cont'd**

- (6) Chapter 74, Taxation; or
- (7) The Cook County Zoning Ordinance.

**Sec. 30-967. Exceptions to the Demolition Debris Diversion requirements.**

(a) The following structures will be exempt from the Demolition Debris Diversion Requirements of Sec. 30-965 but must still apply for Demolition Permit before commencing any demolition activity:

- (1) Garages and sheds; and
- (2) Projects that are not demolishing any load-bearing walls.

(b) In the event that the applicant believes that the diversion of all or some demolition debris is impossible or impracticable, the applicant shall submit written justification and supplemental documentation along with the application substantiating the reasons the project should be exempt from the diversion requirements or be subject to decreased diversion requirements should be decreased. As a result, the applicant shall be subject to a required site inspection by the Department to verify this claim.

(c) The Director or his/her designee shall determine, in writing, whether any of the Demolition Debris Diversion Requirements shall be waived in whole or in part on the grounds of impracticability or impossibility.

(d) If the Director or his/her designee declines to approve a Demolition Permit Application, he or she shall document in writing the basis of denial.

**Sec. 30-968. Submission of Demolition Debris Diversion Report.**

(a) Within ten (10) days of the expiration of the demolition permit the permit holder or his or her designee shall submit to the Department a Demolition Debris Diversion Report verifying that the Demolition Debris Diversion Requirements were met as set out in Sec. 30-965.

(b) Applicants shall use a standard Demolition Debris Diversion Report provided by the Department.

(c) The Demolition Debris Diversion Report shall include, but is not limited to, the Actual Tracking Form and the Material Transport Reports.

- (1) The Actual Material Tracking Form shall contain the following information:

**BUREAU OF ADMINISTRATION**  
**DEPARTMENT OF ENVIRONMENTAL CONTROL continued**

**PROPOSED ORDINANCE continued**

**ITEM #30 cont'd**

- a. The weight of demolition debris that was diverted by type of material, diversion method, haulers that managed the debris, and facilities that received the debris.
  - b. The weight of demolition debris that was not diverted.
- (2) Material Transport Reports shall be submitted to substantiate the Actual Material Tracking Form and shall contain the following information for each facility used:
- a. A complete list of the types of demolition debris transported to each facility, including itemized weight for each type;
  - b. The total weight of demolition debris transported to each facility;
  - c. The final destination for the materials as managed by each facility;
  - d. Each facility's contact information; and,
  - e. Any barriers encountered that prohibited diversion of demolition debris.
- (3) Certification by the General Contractor that all information furnished to the Department is true and accurate.
- (d) If the Demolition Debris Diversion Report shows that the project failed to meet the Demolition Debris Diversion Requirements as set out in Sec. 30-965, the applicant shall be in violation of this Ordinance and subject to the fines as specified in Sec. 30-972.
- (e) An applicant who fails to submit the required documentation as provided herein shall be subject to the full amount of the fines specified in Section 30-213 as if no amount of demolition debris was recycled or reused.
- (f) Any false statement, documentation or audit non-compliance shall result in fines and/or penalties pursuant to this Ordinance and/or the penalties specified in Section 30-972.
- (g) Notwithstanding the foregoing, where title to the property is transferred to a bona fide purchaser after the rehabilitation of the property, if an applicant is unavailable or refuses to provide the required documentation, the bona fide purchaser may obtain a certificate of occupancy by submitting a waiver application supported by an affidavit that the applicant is unavailable or refuses to provide the required documentation.

**BUREAU OF ADMINISTRATION**  
**DEPARTMENT OF ENVIRONMENTAL CONTROL continued**

**PROPOSED ORDINANCE continued**

**ITEM #30 cont'd**

**Sec. 30-969. Exceptions to the Demolition Debris Diversion Report.**

(a) In the event that the applicant was unable to divert the amount of demolition debris as required by Sec. 30-965, the applicant shall submit written justification and supplemental documentation along with the Demolition Debris Diversion Report substantiating the reasons it was impossible or impracticable for the project to achieve its estimated diversion goals.

(b) The Director shall consider this documentation to determine whether the applicant has violated the reporting requirements as set out in Sec. 30-968.

(c) If the Director finds that the applicant has not submitted sufficient written justification and supplemental documentation to justify the impossibility or impracticability to meet this requirement, the Director shall make a written finding that the Applicant has violated the provisions of this Article and state the basis for that finding in writing.

(d) If the project has been exempt from meeting the Demolition Debris Diversion Requirements as set out in Sec. 30-967, the project shall be exempt from submitting a Demolition Debris Diversion Report. If a project has been issued a Demolition Permit with Demolition Debris Diversion Requirements lower than set out in Sec. 30-965, the project is still required to submit a Demolition Debris Diversion Report.

**Sec. 30-970. County's right to monitor and inspect.**

(a) The Director or his/her designee may inspect and monitor all demolition projects to determine actual levels of demolition debris diversion and to validate the information provided in the Demolition Debris Diversion Plan and the Demolition Debris Diversion Report.

(b) An applicant shall retain the receipts or weight tickets for the quantities of materials reused recycled and landfilled as indicated in the Demolition Debris Diversion Report for at least three years after the demolition is complete.

(c) Site inspections by the Department may occur during demolition activity to verify proper siting and material handling procedures are being followed in compliance with all applicable sections of the Cook County Code.

**Sec. 30-971. Rulemaking.**

The Department shall prescribe reasonable rules, definitions, and regulations necessary to carry out the duties imposed upon it by this Ordinance.

**BUREAU OF ADMINISTRATION**  
**DEPARTMENT OF ENVIRONMENTAL CONTROL continued**

**PROPOSED ORDINANCE continued**

**ITEM #30 cont'd**

**Sec. 30-972. Penalties.**

(a) A permit holder is in violation this Cook County Demolition Debris Diversion Ordinance by:

- (1) Failing to submit Demolition Debris Diversion Report;
- (2) Failing to timely file a required Demolition Debris Diversion Report;
- (3) Failing to complete Demolition Debris Diversion Report to a satisfactory degree, which includes submitting inaccurate, incomplete, inconsistent, or illegible information;
- (4) Failing to maintain records required by this Article;
- (5) Failing to divert demolition debris as required by Sec. 30-965;
- (6) Violating any other portion of the Cook County Demolition Debris Diversion Ordinance.

(b) With respect to violating this Ordinance, a full list of penalties and fines are listed in Sec. 30-213.

(c) Criminal prosecutions pursuant to this Ordinance shall in no way bar the right of Cook County to institute civil proceedings to recover fines, interest and costs incurred for such proceedings. Civil penalties and interest assessed pursuant to this Ordinance shall be computed at the rate provided by the Cook County Uniform Penalty, Interest and Procedures Ordinance.

**Effective date:** This Ordinance shall take effect 120 days after passage.

**BUREAU OF ADMINISTRATION**  
**HIGHWAY DEPARTMENT**

**PROPOSED GRANT AWARD**

**ITEM #31**

Transmitting a Communication from

JOHN YONAN, P.E., Superintendent of Highways

requesting authorization to accept a grant in the amount of \$350,000.00 from the Chicago Metropolitan Agency for Planning (CMAP) for consultant engineering services related to the Long Range Transportation Plan. The grant total is comprised of federal funding in the amount of \$280,000.00 and a local match, \$70,000.00 to be funded by the Highway Department.

Estimated Fiscal Impact: \$70,000.00. Grant Award: \$350,000.00. Funding period: July 1, 2012 through June 30, 2015 from the Motor Fuel Tax Fund (600-585 Account).

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

**PROPOSED CONTRACTS**

**ITEM #32**

Transmitting a Communication from

JOHN YONAN P.E., Superintendent of Highways

Re: Motor Fuel Tax Project  
State Street,  
26th Street to Joe Orr Road  
in the City of Chicago Heights in County Board Districts #5 and 6  
Section: 12-W5602-06-RP  
Centerline Mileage: 2.00 miles  
Contract No. 12-23-187

requesting authorization for the Chief Procurement Officer to enter into and execute Contract No. 12-23-187 with Triggi Construction, Inc., West Chicago, Illinois.

Competitive bidding procedures were followed in accordance with the County Procurement Ordinance. On May 23, 2012, six (6) bidders responded. Triggi Construction, Inc. was the lowest responsive and responsible bidder recommended for Award.

**BUREAU OF ADMINISTRATION**  
**HIGHWAY DEPARTMENT continued**

**PROPOSED CONTRACTS continued**

**ITEM #32 cont'd**

Reason: This Contract with Triggi Construction, Inc. will consist of full depth concrete patching of the existing pavement where it has shown signs of failure and shall include diamond grinding concrete pavement, curb and gutter repairs, median repairs, adjustments or reconstruction of existing drainage structures, joint repairs crack routing and sealing removal and replacement of raised reflective pavement markers, removal and replacement of traffic signal detector loops, traffic control and protection, landscaping, pavement marking, engineering and other necessary highway appurtenances. The cost savings are estimated at \$538,229.30 based on the engineer's estimate.

Fiscal Impact: \$2,363,584.70 from the Motor Fuel Tax Fund (600-585 Account).

The Chief Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

\* \* \* \* \*

**ITEM #33**

Transmitting a Communication, from

JOHN YONAN, P.E., Superintendent of Highways

Re: Pavement Markings - 2012  
Various Locations  
Section: 12-8PVMK-35-GM  
Contract No. 12-90-094

requesting authorization for the Chief Procurement Officer to enter into and execute Contract No. 12-90-094 with Perform Traffic Control Systems, LTD., Elk Grove Village, Illinois.

Competitive bidding procedures were followed in accordance with the Cook County Procurement Ordinance. On June 6, 2012, two (2) bidders responded. Perform Traffic Control Systems, LTD. was the lowest responsive and responsible bidder recommended for award.

**BUREAU OF ADMINISTRATION**  
**HIGHWAY DEPARTMENT continued**

**PROPOSED CONTRACTS continued**

**ITEM #33 cont'd**

Reason: This contract with Perform Traffic Control Systems, LTD., will consist of furnishing and installing various types of paint and performed plastic pavement markings on various roads in Cook County, Illinois.

Estimated Fiscal Impact: \$2,335,700.00 (FY 2012: \$1,100,000.00; FY 2013: \$1,100,000.00; and FY 2014: \$135,700.00) from the Motor Fuel Tax Fund (600-585 Account). Contract period: July 10, 2012 through July 9, 2014 with an additional three (3) one-year renewal option.

Approval of this item would commit Fiscal Years 2013 and 2014 funds.

The Chief Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

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**ITEM #34**

Transmitting a Communication from

JOHN YONAN, P.E., Superintendent of Highway

Re: Furnish and Deliver Aggregate Materials  
North Area and South Areas  
Section: 10-STONE-06-GM  
Contract No. 12-28-267

requesting authorization for the Chief Procurement Officer to enter into and execute Contract No. 12-28-267 with Heritage Logistics, LLC., Naperville, Illinois.

Competitive bidding procedures were followed in accordance with the Cook County Procurement Ordinance. On June 6, 2012 one (1) bidder responded. Heritage Logistics, LLC. was the lowest responsive and responsible bidder recommended for Award.

**BUREAU OF ADMINISTRATION**  
**HIGHWAY DEPARTMENT continued**

**PROPOSED CONTRACTS continued**

**ITEM #34 cont'd**

Reason: This Contract with Heritage Logistics, LLC. will consist of 10,400 Tons of Aggregate for highway maintenance work as follows.

5,200 Tons of Aggregate to be furnished and delivered to Maintenance Districts #1 and 2, designated as the North Area.

5,200 Tons of Aggregate to be furnished and delivered to Maintenance Districts #3, 4 and 5, designated as the South Area.

Materials to be used for road maintenance repair by County forces.

The cost savings are estimated at \$4,390.00.

Estimated Fiscal Impact: \$245,750.00 from the Motor Fuel Tax Fund (600-585 Account). Contract Period: Twenty-four (24) months.

Approval of this item would commit Fiscal Year 2013 funds.

The Chief Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

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**ITEM #35**

Transmitting a Communication from

JOHN YONAN, P.E., Superintendent of Highways

Re: Furnish Bituminous Materials (Hot Patch) for South Area  
Section: 12-HBITS-06-GM  
Contract No. 12-28-263

requesting authorization for the Chief Procurement Officer to enter into and execute Contract No. 12-28-263 with Central Blacktop Co., Inc., LaGrange, Illinois.

Competitive bidding procedures were followed in accordance with the Cook County Procurement Ordinance. On June 6, 2012 three (3) bidders responded. Central Blacktop Co., Inc. was the lowest responsive and responsible bidder recommended for Award for a twelve month contract.

**BUREAU OF ADMINISTRATION**  
**HIGHWAY DEPARTMENT continued**

**PROPOSED CONTRACTS continued**

**ITEM #35 cont'd**

Reason: This Contract with Central Blacktop Co., Inc. will consist of 4,160 Tons of Bituminous patch material and 1,400 gallons of prime coat material (SS-1) and 125 each of 5 gallon containers of prime coat material (SS-1) located in the South Area for extended pavement repairs including pavement resurfacing to be performed by County forces.

The cost savings is estimated as \$7,275.00.

Estimated Fiscal Impact: \$254,270.00 from the Motor Fuel Tax Fund (600-585 Account). Contract Period: Twelve (12) months.

The Chief Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

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**ITEM #36**

Transmitting a Communication from

JOHN YONAN, P.E., Superintendent of Highway

Re: Furnishing Bituminous Material (Hot Patch) for North Area  
Section: 12-HBITN-06-GM  
Contract No. 12-28-265

requesting authorization for the Chief Procurement Officer to enter into and execute Contract No. 12-28-265 with Arrow Road Construction Company, Mount Prospect, Illinois.

Competitive bidding procedures were followed in accordance with the Cook County Procurement Ordinance. On June 6, 2012 two (2) bidders responded. Arrow Road Construction Company was the lowest responsive and responsible bidder recommended for Award.

Reason: This Contract with Arrow Road Construction will consist of 2,640 Tons of Bituminous (Hot Patch ) material and 1,000 gallons of prime coat material (SS-1) to be disbursed as needed.

Fiscal Impact: \$163,045.00 from the Motor Fuel Tax Fund (600-585 Account). Contract Period: Twelve (12) months.

The Chief Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

**BUREAU OF ADMINISTRATION**  
**HIGHWAY DEPARTMENT continued**

**PROPOSED SPEED LIMIT ZONING ORDINANCE**

**ITEM #37**

Transmitting a Communication, from

JOHN YONAN, P.E., Superintendent of Highway

respectfully submit to your Honorable Body and recommend for adoption, an ordinance revising the speed limits on various roads which are under the maintenance and jurisdiction of Cook County.

The recommended speed limits were determined by engineering and traffic investigations in accordance with the provisions of Article VI of the Illinois Vehicle Code and as more fully explained in the following ordinance.

It is respectfully requested that, should your Honorable Body concur in these recommendations, the ordinance be adopted and forwarded to the District Engineer of the Illinois Department of Transportation for approval.

Submitting a Proposed Ordinance sponsored by

TONI PRECKWINKLE, President, Cook County Board of Commissioners

**PROPOSED ORDINANCE**

**IT IS HEREBY DECLARED**, by the Board of County Commissioners of Cook County, Illinois, that the basic statutory vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are greater, or less, than that considered reasonable and proper on the street or highway listed in the following Schedule for which the County has maintenance responsibility and which is not under the jurisdiction of the Department of Transportation, State of Illinois; and

**BE IT FURTHER DECLARED**, that this Board has caused to be made an engineering and traffic investigation upon the upon the road listed below shall be as stated herein; and

**BE IT FURTHER DECLARED**, that by virtue of Section 11-604 of the above Code, this Board determines and declares that reasonable and proper absolute maximum speed limits upon the road described below shall be as stated herein; and

**BE IT FURTHER DECLARED**, that signs giving notice there of shall be erected in conformance with the standards and specifications contained in the Manual on Uniform Traffic Control Devices, the Illinois Supplement to the National Manual on Uniform Traffic Control Devices and the Standard Specifications for Traffic Control Items; and

**BUREAU OF ADMINISTRATION**  
**HIGHWAY DEPARTMENT continued**

**PROPOSED SPEED LIMIT ZONING ORDINANCE continued**

**ITEM #37 cont'd**

**BE IT FURTHER DECLARED** that this ordinance shall take effect immediately after the erection of said signs giving notice of the maximum speed limits; and

**BE IT FURTHER DECLARED**, that pursuant to Cook County Code, Sec. 82-2 all speed limits established by the County Board are hereby ratified and confirmed. All ordinances amending or enacting speed limits are on file in the office of the County Clerk.

**COOK COUNTY HIGHWAY DEPARTMENT  
SPEED LIMIT ZONES ON ROADWAYS UNDER  
COOK COUNTY MAINTENANCE JURISDICTION**

<b><u>ROADWAY</u></b>	<b><u>SECTION</u></b>	<b><u>MILEAGE</u></b>	<b><u>EXISTING SPEED LIMIT</u></b>	<b><u>PROPOSED SPEED LIMIT</u></b>
108th Avenue	179th Street to 159th Street	2.5	45 MPH	40MPH

**PROPOSED INTERGOVERNMENTAL AGREEMENT**

**ITEM #38**

Transmitting a Communication from

JOHN YONAN, P.E., Superintendent of Highways

Submitting for your approval ONE (1) INTERGOVERNMENTAL AGREEMENT RESOLUTION:

1. Intergovernmental Agreement  
Shoe Factory Road at Sutton Road (IL-59)  
in the Village of Hoffman Estates in County Board District #15  
Section Number: 11-A6204-01-CH  
Fiscal Impact: \$123,470.00 from the Motor Fuel Tax Fund (600-600 Account)

Intergovernmental Agreement between the County of Cook and the Village of Hoffman Estates wherein Hoffman Estates will be the lead agency for design and construction of intersection improvements, including widening to provide right turn lanes along all four legs, drainage improvements, combination curb and gutter, sidewalks, bicycle accessibility, traffic signal modernization and other attendant highway appurtenances at the intersection of Shoe Factory Road (County Highway A62) and Sutton Road (IL 59). The improvement is identified as Cook County Section: 11-A6204-01-CH.

**BUREAU OF ADMINISTRATION**  
**HIGHWAY DEPARTMENT continued**

**PROPOSED INTERGOVERNMENTAL AGREEMENT continued**

**ITEM #38 cont'd**

The County will reimburse the Village of Hoffman Estates for ten (10%) percent of the costs for Phase I preliminary engineering, Phase II design engineering, construction and construction engineering, estimated County total cost \$123,470.00.

**PROPOSED REIMBURSEMENT AGREEMENT RESOLUTION**

**ITEM #39**

Transmitting a Communication from

JOHN YONAN, P.E., Superintendent of Highways

Submitting for your approval ONE (1) REIMBURSEMENT AGREEMENT RESOLUTION:

1. Reimbursement Agreement  
Shoe Factory Road,  
Kane County Line to Prestbury Drive  
in the City of Elgin in County Board District #15  
Section: 03-A6201-01-FP  
Centerline Mileage: 0.90 miles  
Fiscal Impact: \$3,750,000.00 (\$480,719.02 to be reimbursed from the City of Elgin) from the Motor Fuel Tax Fund (600-600 Account)

Reimbursement agreement with the City of Elgin wherein the County will include the construction of bike path, street lighting, concrete driveways, sanitary sewer and watermain adjustments as part of the County's improvement along Shoe Factory Road from Kane County Line to Prestbury Drive, Section: 03-A6201-01-FP, in the City of Elgin. The City shall reimburse Cook County for its share of construction costs for the improvements, estimated cost \$480,719.02.

**PROPOSED APPROPRIATING RESOLUTION**

**ITEM #40**

Transmitting a Communication from

JOHN YONAN, P.E., Superintendent of Highways

Submitting for your approval ONE (1) APPROPRIATING RESOLUTION:

1. Motor Fuel Tax Project  
Appropriating Resolution  
Electrical Engineering Design Services  
Various Locations throughout Cook County in County Board Districts Countywide  
Section: 13-8TSDS-10-ES  
Fiscal Impact: \$300,000.00 from the Motor Fuel Tax Fund (600-585 Account)

**BUREAU OF ADMINISTRATION**  
**HIGHWAY DEPARTMENT continued**

**PROPOSED APPROPRIATING RESOLUTION continued**

**ITEM #40 cont'd**

Recommend for adoption, a resolution appropriating funds for electrical engineering design services related to traffic signals at various locations throughout Cook County by an outside engineering consultant.

These services as proposed will consist of signal coordination and timing studies; preparation of traffic signal warrant studies and traffic signal design plans including installation, modernization and interconnect plans; conducting closed loop signal system monitoring; preparation of roadway lighting design plans and miscellaneous electrical systems (pump stations and maintenance yards) plans; review of traffic signal and roadway lighting plans; and, assist with County's Electrical and Mechanical Item Maintenance Contract.

**PROPOSED COMPLETION OF CONSTRUCTION APPROVAL RESOLUTIONS**

**ITEM #41**

Transmitting a Communication from

JOHN YONAN, P.E., Superintendent of Highways

Submitting for your approval THREE (3) COMPLETIONS OF CONSTRUCTION APPROVAL RESOLUTIONS:

1. Approval Resolution  
Devon Avenue,  
Rohlwing Road to Busse Road  
in the Villages of Bensenville, Elk Grove and Itasca and in Elk Grove Township in County Board Districts #15 and 17  
Section: 09-B1113-08-RP  
Final Cost: \$3,144,960.54 (5.1% above the Construction Contract Bid Amount)

The work, consisting of repairing concrete pavement along Devon Avenue with concrete patches concrete pavement and median as required, repairing and replacing damaged concrete curb and gutter as required, crack routing and sealing, replacing and adjusting drainage structures as required, removing and replacing raised reflective pavement markers, pavement signing and striping, diamond grinding concrete pavement, landscape restoration with sod, replacement of traffic signal loop detectors as required and miscellaneous appurtenances.

**BUREAU OF ADMINISTRATION**  
**HIGHWAY DEPARTMENT continued**

**PROPOSED COMPLETION OF CONSTRUCTION APPROVAL RESOLUTIONS continued**

**ITEM #41 cont'd**

2. Approval Resolution  
Sauk Trail,  
Calumet Expressway to Torrence Avenue  
in the Village of Sauk in Cook County and in Bloom Township in County Board District #6  
Section: 11-C1136-01-RP  
Final Cost: \$914,057.12 (4.3% above the Construction Contract Bid Amount)

The work, consisting of repairing concrete pavement along Sauk Trail from Calumet Expressway to Torrence Avenue with concrete patches and concrete pavement, replacing concrete curb and gutter and median repair as required, crack routing and sealing, drainage repairs and adjustments, removing and replacing raised reflective pavement markers, signal loop detectors as required, diamond grinding concrete pavement, signing and pavement markings, traffic protection and miscellaneous appurtenances.

3. Approval Resolution  
Group1-2011:  
Willow Road,  
Schoenbeck Road to Wheeling Road; and  
Wheeling Road-Camp,  
McDonald Road to Palatine Road  
in the City of Prospect Heights and the Village of Wheeling in County Board Districts #14 and 17  
Section: 10-A7816-02-RS  
Final Cost: \$643,393.13 (-22.1% below the Construction Contract Bid Amount)

The work, consisting of removing the existing asphalt surface to a depth of 2 inches, repair the existing base with asphalt patches (9 In.) as required, milled the surface an approximate depth of 1inch and overlay with 2 inches of asphalt surface course, also included, the removal and replacement of damaged concrete curb and gutter, as required, traffic protection, drainage repairs and adjustments, as required, pavement markings, removal and replacement of traffic signal detector loops, as required and miscellaneous appurtenances.

**BUREAU OF ADMINISTRATION**  
**HIGHWAY DEPARTMENT continued**

**PROPOSED MAINTENANCE RESOLUTION**

**ITEM #42**

Transmitting a Communication from

JOHN YONAN, P.E., Superintendent of Highways

Submitting for your approval ONE (1) MAINTENANCE RESOLUTION:

1. Motor Fuel Tax Project  
Highway Maintenance Resolution  
Electrical and Mechanical Item Maintenance for Calendar Year 2013  
Various Locations Countywide  
Section: 13-8EMIM-41-GM  
Fiscal Impact: \$2,940,000.00 from the Motor Fuel Tax Fund (600-585 Account)

**PROPOSED RESOLUTION TO VACATE AN UNIMPROVED PARCEL**

**ITEM #43**

Transmitting a Communication from

JOHN YONAN, P.E., Superintendent of Highways

Submitting for your approval ONE (1) RESOLUTION TO VACATE AN UNIMPROVED PARCEL:

1. Flavin Road (104th Avenue) at 95th Street  
in unincorporated Palos Township in County Board District #17  
Fiscal Impact: None

**PROPOSED CHANGES IN PLANS AND EXTRA WORK**

**ITEM #44**

Transmitting a Communication from

JOHN YONAN, P.E., Superintendent of Highways

Submitting nine (9) changes in plans and extra work:

1. Section: 08-W3719-04-FP. Narragansett Avenue, 87th Street to 79th Street in the City of Burbank in County Board District #11. Adjustment of Quantities and New Items. \$67,512.84 (Addition).

**BUREAU OF ADMINISTRATION**  
**HIGHWAY DEPARTMENT continued**

**PROPOSED CHANGES IN PLANS AND EXTRA WORK continued**

**ITEM #44 cont'd**

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed, with increases in concrete pavement, concrete patches, various storm sewer items, concrete headwall removal and light pole foundations which were necessitated by existing field conditions.

New items were added for various drainage and electrical work which were required but not provided in the original contract.

2. Section: 09-B6736-03-RP. Joe Orr Road Relocated, East of Stony Island Avenue to Torrence Avenue. Federal Project No.: M-9003 (741), Federal Job No.: C-91-184-11, IDOT Contract No.: 10217 in the Villages of Ford Heights and Lynwood in County Board District #6. Adjustment of Quantities. \$19,231.00 (Addition).

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed with a large increase in the items of tree removal and controlled low strength material, per field conditions.

3. Section: 09-37120-90-FP. Wheeling Township 2009, Gregory Street and Graylynn Drive in unincorporated Wheeling Township in County Board District #14. Adjustment of Quantities. \$37,487.50 (Addition).

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed with additional tree removal, extension of the 30 inch storm sewer for an additional 240 feet and the substitution of the M-3.12 curb and gutter for B-6.12 curb and gutter throughout the length of the project, as directed by the Township.

4. Section: 11-B6128-05-RP. 175th Street, Cicero Avenue to Kedzie Avenue in the City of Country Club Hills and in the Village of Hazel Crest in County Board District #5. Final Adjustment of Quantities. \$540.00 (Addition).

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed.

5. Section: 08-W3719-04-FP. Narragansett Avenue, 87th Street to 79th Street in the City of Burbank in County Board District #11. Adjustment of Quantities and New Items. \$19,031.00 (Addition).

**BUREAU OF ADMINISTRATION**  
**HIGHWAY DEPARTMENT continued**

**PROPOSED CHANGES IN PLANS AND EXTRA WORK continued**

**ITEM #44 cont'd**

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed with additional quantities required for temporary by-pass pavement due to project staging and for a manhole type A to connect to the new storm sewer outfall.

A new item was added for hot-mix stabilized subbase IL-19.0, N30 which replaced hot-mix asphalt stabilized subbase, IL-19.0 to be in compliance with current IDOT standards.

6. Section: 10-25154-90-RS. Palatine Township, 2011 MFT Project Various Locations in unincorporated Palatine Township in County Board District #14. Final Adjustment of Quantities. \$3,339.40 (Addition).

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed with additional quantities being required for patching and concrete curb removal and replacement due to field conditions.

7. Section: 10-TSCMC-08-TL. Traffic Signal Modernization, Contract and LED Retrofitting (53 Locations) in various Villages of Cook County in Count Board Districts #5, 6, 13, 14, 15 and 17, Adjustment of Quantities. \$15,981.04 (Deduction).

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work with a large deduction due to the elimination of the contract extra work item.

8. Section: 09-37110-90-FP. Wheeling Township, 2009 E.R.P. Project Various Locations in unincorporated Wheeling Township in County Board District #14. New Item. \$5,954.52 (Addition).

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed.

A new item was required for additional landscaping work which was not included in the original contract.

9. Section: 11-8PVMK-34-GM. Pavement Markings-2011. Final Adjustment of Quantities. \$171,732.10 (Deduction).

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities and materials for work performed.

**BUREAU OF ADMINISTRATION**  
**HIGHWAY DEPARTMENT continued**

**REPORT**

**ITEM #45**

Transmitting a Communication from

JOHN YONAN, P.E., Superintendent of Highways

submitting the Bureau of Construction's Progress Report for the month ending May 31, 2012.

**BUREAU OF TECHNOLOGY**  
**DEPARTMENT FOR MANAGEMENT OF INFORMATION SYSTEMS**

**REQUEST TO AMEND A PREVIOUSLY APPROVED CONTRACT**

**ITEM #46**

Transmitting a Communication, dated June 19, 2012 from

GREG WASS, Chief Information Officer, Bureau of Technology

requesting that the Board of Commissioners approve as amended the following Contract, which was previously approved on the December 14, 2011 Board Agenda, Item #11.

The amendment is indicated by the underscored and stricken language.

Transmitting a Communication, dated November 10, 2011 from

GREG WASS, Chief Information Officer, Bureau of Technology

requesting authorization for the ~~Purchasing Agent~~ Chief Procurement Officer to enter and execute a contract with Xerox Corporation, Chicago, Illinois, for the lease of four (4) Xerox Docuprint 2000 Series 180 MICR laser printers, including ~~four (4)~~ one (1) years of hardware maintenance, printer supplies toner/developer, and monthly impression charges..

Reason: These printers are the only known compatible printer's with the County's print program and forms.

Estimated Fiscal Impact: \$675,000.00. Contract period: ~~December 1, 2011~~ July 10, 2012 through ~~November 30, 2012~~ July 9, 2013. (714/016-579 Account).

The Chief Procurement Officer concurs.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

**BUREAU OF TECHNOLOGY**  
**DEPARTMENT OF OFFICE TECHNOLOGY**

**APPROVAL OF PAYMENT**

**ITEM #47**

Transmitting a Communication, dated June 18, 2012 from

GREG WASS, Chief Information Officer, Bureau of Technology

requesting approval of payment in the amount of \$751,138.67 to International Business Machines Corporation (IBM), Chicago, Illinois, to complete payment on the zSeries (mainframe) computer licenses and related mainframe support services for the period January 1, 2012 through May 31, 2012.

**BUREAU OF TECHNOLOGY**  
**DEPARTMENT OF OFFICE TECHNOLOGY continued**

**APPROVAL OF PAYMENT continued**

**ITEM #47 cont'd**

Reason: Cook County's contractual relationship with IBM for zSeries licensing and support services has expired. If approved, this payment will bring current all of Cook County's zSeries-related financial obligations to the company through May 31, 2012. It is estimated that there will be one additional payment to IBM to cover the three month period between June 1, 2012 through August 31, 2012; after which all future mainframe services will be handled through Cook County's new agreement with Acxiom.

Estimated Fiscal Impact: \$751,138.67. (717/009-579).

The Chief Procurement Officer concurs.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

**BUREAU OF ECONOMIC DEVELOPMENT**

**HOME INVESTMENT PARTNERSHIPS PROGRAM**

**ITEM #48**

Transmitting a Communication, dated June 20, 2012

HERMAN BREWER, Chief, Bureau of Economic Development

transmitted herewith is a request for approval of a HOME Investment Partnerships Program (HOME) Community Housing Development Organization (CHDO) Operating Assistance Grant in the amount of \$200,000.00 to Interfaith Housing Development Corporation (IHDC). This operating grant will be utilized to support HOME-eligible administrative expenses. Cost eligibility will be determined based upon HUD regulatory criteria and relevance to current and potential affordable housing development projects sponsored by IHDC.

I respectfully request approval of this project, and that the Bureau Chief of Economic Development or his/her designee be authorized to execute, or behalf of the County of Cook, any and all documents necessary to further the grant approved herein, including, but not limited to, funding agreements, intergovernmental agreements, amendments, and modifications thereto. The approval of this grant by the Honorable Body will permit staff to issue necessary commitments to allow this grant to move forward.

Estimated Fiscal Impact: None. Grant Award: \$200,000.00. (772-298 Account).

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

**BUREAU OF ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF BUILDING AND ZONING**

**WAIVER OF PERMIT FEES**

**ITEM #49**

Transmitting a Communication, dated June 14, 2012 from

TIMOTHY P. BLEUHER, Commissioner, Department of Building and Zoning

respectfully request the granting of:

- 1) The follow No Fee Permits for the Chicago Zoological Society at 3300 South Golf Road, Brookfield, Illinois in Proviso Township, County Board District #16.

**BUREAU OF ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF BUILDING AND ZONING continued**

**WAIVER OF PERMIT FEES continued**

**ITEM #49 cont'd**

<u>PERMIT</u>	<u>DESCRIPTION</u>	<u>WAIVER AMOUNT</u>
120922	Catered Events/Pavilion Tent	\$2,473.53
121027	Catered Events/Children's Zoo Tent	\$911.00
121043	Install Nine (9) Emergency Stops on Boilers	\$248.85

Estimated Fiscal Impact Subtotal: \$ 3,633.38.

- 2) The follow No Fee Permits for the Forest Preserve District of Cook County for work performed on the following District properties:

<u>DISTRICT</u>	<u>PERMIT</u>	<u>PROPERTY</u>	<u>DESCRIPTION</u>	<u>TOWNSHIP</u>	<u>WAIVER AMOUNT</u>
14	120731	2725 N. Ela Rd. Hoffman Estates, IL	Temporary Tent - Highland Woods Golf Course	Palatine	\$703.50
16	120732	8600 W. Forest Preserve Ave., Chicago, IL	Temporary Tent - Indian Boundary Golf Course	Leyden	\$703.50
6	120733	16310 S. Central Ave., Oak Forest, IL	Temporary Tent - George Dunne Golf Course	Bremen	\$703.50
9	121010	536 N. Harlem Ave., River Forest, IL	Replace Generator at General Headquarters	Proviso	\$495.00
13	120335	9453 Harms Rd., Morton Grove, IL	Living Quarters Repair - Harms & Golf Stable	Niles	\$2,117.05
4	121212	11200 S. Ave. E, Chicago, IL	Comfort Station Eggers Grove	Calumet	\$203.70
13	121218	6145 N. Golf Rd., Morton Grove, IL	Water Repair - Chick Evans Golf Course	Niles	\$176.40

Estimated Fiscal Impact Subtotal: \$5,102.65.

**BUREAU OF ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF BUILDING AND ZONING continued**

**WAIVER OF PERMIT FEES continued**

**ITEM #49 cont'd**

This request is pursuant to the County Board's adoption of Ordinance No. 91-O-45 on September 16, 1991 that all building and zoning permit fees be waived for public entities defined as county, township, municipality, municipal corporation, school district, forest preserve district, park district, fire protection district, sanitary district, library district and all other local governmental bodies.

Total Estimated Fiscal Impact: \$8,736.03.

**100% WAIVED REQUESTS TO BE APPROVED: \$8,736.03**  
**100% WAIVED REQUESTS APPROVED FISCAL YEAR 2012 TO PRESENT: \$111,240.02**

\* \* \* \* \*

**ITEM #50**

Transmitting a Communication, dated June 14, 2012 from

TIMOTHY P. BLEUHER, Commissioner, Department of Building and Zoning

respectfully request the granting of the following 10% Reduced Fee Permits:

<u>DISTRICT</u>	<u>PERMIT</u>	<u>ENTITY</u>	<u>PROPERTY</u>	<u>DESCRIPTION</u>	<u>TOTAL FEE AMOUNT</u>	<u>WAIVER AMOUNT</u>
1	120453	Loyola University Medical Center	2160 S. First Ave., Maywood, IL Proviso Township	Tissue Culture and Mice Room Project in Bldg. #112	\$8,546.40	\$ 7,691.76
1	120841	Loyola University Medical Center	2160 S. First Ave., Maywood, IL Proviso Township	1st Floor Corridor Cosmetic Upgrade Project	\$ 19,518.80	\$17,566.83
1	120049	Loyola University Medical Center	2160 S. First Ave., Maywood, IL Proviso Township	Interior Remodel	\$2,260.38	\$2,237.78

**BUREAU OF ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF BUILDING AND ZONING continued**

**WAIVER OF PERMIT FEES continued**

**ITEM #50 cont'd**

This request is pursuant to the County Board's adoption of Ordinance No. 91-O-45 on September 16, 1991 that valid not-for-profit organizations be required to pay ten percent [10%] of the standard permit fee as established by Ordinance.

Estimated Fiscal Impact: \$27,496.37.

<b>90% WAIVED REQUESTS TO BE APPROVED:</b>	<b>\$ 27,496.37</b>
<b>90% WAIVED REQUESTS APPROVED FISCAL YEAR 2012 TO PRESENT:</b>	<b>\$ 276,352.18</b>

**BUREAU OF ECONOMIC DEVELOPMENT**  
**OFFICE OF CAPITAL PLANNING AND POLICY**

**PROPOSED CONTRACTS**

**ITEM #51**

Transmitting a Communication, dated June 19, 2012 from

HERMAN BREWER, Chief, Bureau of Economic Development

requesting authorization for the Chief Procurement Officer to enter into an agreement with Noresco, LLC, Des Plaines, Illinois, for a Guaranteed Energy Performance Contracting Project (GEPC). Phase II of this contract provides engineering and construction services for the Energy Conservation Measures (ECM) determined via the investment grade energy audit at the Department of Corrections Campus and the Juvenile Temporary Detention Center. Noresco, LLC was selected through a Request for Qualifications/Request for Proposal process as highly qualified and offering a competitive price.

Reason: This contract provides for a guaranteed energy performance contracting project at the Department of Corrections and the Juvenile Temporary Detention Center campuses. The goal of the project is to identify and implement identifying energy conservation measures (ECMs) that will result in at least a 10% reduction in emissions and energy costs as compared to a Base Year, throughout a 20 year financing period. Phase I consisted of a comprehensive investment grade audit of 13 buildings on the Department of Corrections and Criminal Courts Campus. The ECMs identified are estimated to achieve cost savings sufficient to cover financing of the ECMs. The parties have negotiated in good faith the terms of Phase II, pursuant to which Noresco, LLC will perform engineering and construction services necessary to implement the agreed upon ECMs. The engineering and construction cost of the energy conservation measures will be \$34,228,000.00, with an annual projected savings of \$2,222,800.00.

**BUREAU OF ECONOMIC DEVELOPMENT**  
**OFFICE OF CAPITAL PLANNING AND POLICY continued**

**PROPOSED CONTRACTS continued**

**ITEM #51 cont'd**

This is a joint project undertaken by the Office of Capital Planning and Policy, the Department of Environmental Control and the Bureau of Finance. This is categorized as an energy efficiency project.

Estimated Fiscal Impact: \$34,228,000.00. Contract period: Two (2) years for construction, followed by 20 years of monitoring, commencing on the date of Board approval.

20000 County Physical Plant and 32000 Juvenile Temporary Detention Center.

The Chief Procurement Officer concurs.

\* \* \* \* \*

**ITEM #52**

Transmitting a Communication, dated June 15, 2012 from

HERMAN BREWER, Chief, Bureau of Economic Development

requesting authorization for the Chief Procurement Officer to execute a contract with Johnson Controls, Inc. (JCI), Milwaukee, Wisconsin, for a Guaranteed Energy Performance Contracting Project (GEPC). Phase II of this contract provides engineering and construction services for the Energy Conservation Measures (ECM) determined via the investment grade energy audit at the Stroger Hospital of Cook County Campus. Johnson Controls, Inc. was selected through a Request for Qualifications/Request for Proposal process as highly qualified and offering a competitive price.

Reason: This contract provides for a guaranteed energy performance contracting project at the Stroger Hospital of Cook County Campus. This project has identified, and will implement energy conservation measures (ECMs) that will result in at least a 10% reduction in emissions and energy costs as compared to a Base Year, throughout a 20 year financing period. In Phase II, Johnson Controls, Inc. (JCI) will perform construction services necessary to implement the agreed upon ECMs. The construction cost of the energy conservation measures will be \$26,497,854.00 with an annual projected savings of \$2,058,139.00.

This is a joint project undertaken by the Office of Capital Planning and Policy, the Department of Environmental Control and the Bureau of Finance. This is categorized as an energy efficiency project.

Estimated Fiscal Impact: \$26,497,854.00. Contract period: Two (2) years for construction, followed by 20 years of monitoring, commencing on the date of Board approval.

28000 Cook County Health & Hospitals.

This item has been approved by the Finance Committee of the Health & Hospitals System at their June 22, 2012 Meeting.

The Chief Procurement Officer concurs.

**BUREAU OF ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**

**PROPOSED RESOLUTIONS**

**ITEM #53**

Transmitting a Communication, dated June 20, 2012 from

HERMAN BREWER, Chief, Bureau of Economic Development

respectfully submitting this Resolution regarding Brighton Trading Inc.'s request for a Class 6b property tax incentive for special circumstances and substantial rehabilitation for an industrial building located at 4920 South Monitor, Chicago, Illinois in unincorporated Cook County. The applicant has leased the facility to Aqua Ocean for the warehousing and distribution of frozen fish.

Brighton Trading, Inc. requests approval of the tax incentive based on the special circumstances that the property has been vacant for more than 24 months; and there has been no purchase for value under the Class 6b Ordinance. This Resolution is required so that the company can complete its application to the Assessor of Cook County.

Submitting a Proposed Resolution sponsored by

TONI PRECKWINKLE, President and JOHN P. DALEY, County Commissioner

**PROPOSED RESOLUTION**

**WHEREAS**, the Cook County Board of Commissioners has adopted a Real Property Assessment Classification 6b incentive that provides an applicant a reduction in the assessment level for an industrial facility; and

**WHEREAS**, the County Board of Commissioners has received and reviewed an application from Brighton Trading Inc. located in an unincorporated area of Cook County for an abandoned industrial facility located at 4902 South Monitor, Chicago, Cook County, Illinois, County Board District #11, Property Index Number: 19-08-202-032-0000; and

**WHEREAS**, Cook County has defined abandoned property as buildings and other structures that, after having been vacant and unused for at least 24 months, are purchased for value by a purchaser in whom the seller has no direct financial interest; and

**WHEREAS**, industrial real estate is normally assessed at 25% of its market value. Qualifying industrial real estate eligible for the Class 6b can receive a significant reduction in the level of assessment from the date that new construction or rehabilitation has been completed, or in the case of abandoned property from the date of substantial re-occupancy. Properties receiving Class 6b will be assessed at 10% of the market value for 10 years, 15% for the 11th year and 20% in the 12th year; and

**BUREAU OF ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT continued**

**PROPOSED RESOLUTIONS continued**

**ITEM #53 cont'd**

**WHEREAS**, in the instance where the property does not meet the definition of abandoned property, the municipality or the Board of Commissioners, may determine that special circumstances justify finding that the property is abandoned for the purpose of Class 6b; and

**WHEREAS**, the real estate is located in an unincorporated area of Cook County, the Cook County Board must by lawful Resolution or Ordinance, expressly state that it supports and consents to the filling of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property; and

**WHEREAS**, in the case of abandonment of over 24 months and no purchase for value by a disinterested buyer, the County may determine that special circumstances justify finding the property is deemed abandoned; and

**WHEREAS**, the Cook County Board of Commissioners has determined that the building was abandoned for 41 months at the time of application, with no purchase for value and that special circumstances are present; and

**WHEREAS**, the applicant estimates that the re-occupancy will create 3 new full-time jobs and 4 part-time jobs; and

**WHEREAS**, the County of Cook finds that the Class 6b tax incentive is necessary for development to occur on this specific real estate. The County of Cook further cites that the subject property has been vacant and unused for more than 24 months and there will be no purchase for value; and

**WHEREAS**, the applicant acknowledges that it must provide an affidavit to the Assessor's Office stipulating that it is in compliance with the County's Living Wage Ordinance prior to receiving the Class 6b incentive on the subject property.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Commissioners of the County of Cook, State of Illinois, that the President and Board of Commissioners validate the property located at 4902 South Monitor, Chicago, Cook County, Illinois, is deemed abandoned with special circumstances under the Class 6b; and

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Office of the Cook County Assessor.

\* \* \* \* \*

**BUREAU OF ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT continued**

**PROPOSED RESOLUTIONS continued**

**ITEM #54**

Transmitting a Communication, dated June 10, 2012 from

HERMAN BREWER, Chief, Office of the Bureau of Economic Development

respectfully submitting this Resolution regarding T. H. Davidson & Co., Inc.'s request for a Class 8 property tax incentive for special circumstances for an industrial building located at 3932 West 149th Street, Midlothian, Illinois. The applicant has leased the building to Welsh Red-E-Mix, a concrete manufacturing and distribution company.

T. H. Davidson & Co., Inc. requests approval of the tax incentive based on the special circumstances that the property has been vacant for more than 24 months; and there has been no purchase for value under the Class 8 Ordinance. This Resolution is required so that the company can complete its application to the Assessor of Cook County.

Submitting a Proposed Resolution sponsored by

TONI PRECKWINKLE, President and JOAN PATRICIA MURPHY, County Commissioner

**PROPOSED RESOLUTION**

**WHEREAS**, the Cook County Board of Commissioners has adopted a Real Property Assessment Classification 8 that provides an applicant a reduction in the assessment level for an industrial facility; and

**WHEREAS**, the County Board of Commissioners has received and reviewed an application from T.H. Davidson & Co., Inc. and Resolution No. 11-0525-C from the Village of Midlothian for an abandoned industrial facility located at 3932 West 149th Street, Midlothian, Cook County, County Board District #6, Property Index Numbers: 28-11-308-001-0000; 28-11-308-002-0000 and 28-11-308-020-0000; and

**WHEREAS**, Cook County has defined abandoned property as buildings and other structures that, after having been vacant and unused for at least 24 months, are purchased for value by a purchaser in whom the seller has no direct financial interest; and

**WHEREAS**; industrial real estate is normally assessed at 25% of its market value, qualifying industrial real estate eligible for the Class 8 can receive a significant reduction in the level of assessment from the date that new construction or rehabilitation has been completed, or in the case of abandoned property from the date of substantial re-occupancy. Properties receiving Class 8 will be assessed at 10% of the market value for 10 years, 15% for the 11th year and 20% in the 12th year; and

**BUREAU OF ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT continued**

**PROPOSED RESOLUTIONS continued**

**ITEM #54 cont'd**

**WHEREAS**, in the instance where the property does not meet the definition of abandoned property, the municipality or the Board of Commissioners, may determine that special circumstances justify finding that the property is abandoned for the purpose of Class 8; and

**WHEREAS**, in the case of abandonment of over 24 months and no purchase for value by a disinterested buyer, the County may determine that special circumstances justify finding the property is deemed abandoned; and

**WHEREAS**, Class 8 requires a Resolution by the County Board validating the property is deemed abandoned for the purpose of Class 8; and

**WHEREAS**, the Cook County Board of Commissioners has determined that the building has been abandoned for 31 months, at the time of application, with no purchase for value and that special circumstances are present; and

**WHEREAS**, the re-occupancy will create an estimated four (4) to 15 new full-time jobs, retain one (1) to two (2) part-time jobs and seven (7) to 15 construction jobs and the Village of Midlothian states the Class 8 is necessary for development to occur on this specific real estate. The municipal Resolution cites the special circumstances include that the property has been vacant for over 24 months and there has been no purchase for value.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Commissioners of the County of Cook, that the President and Board of Commissioners validate the property located at 3932 West 149th Street, Midlothian, Cook County, Illinois, is deemed abandoned with special circumstances under the Class 8; and

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Office of the Cook County Assessor.

\* \* \* \* \*

**ITEM #55**

Transmitting a Communication, dated June 20, 2012 from

HERMAN BREWER, Chief, Bureau of Economic Development

respectfully submitting this Resolution regarding Essen Global, Inc.'s request for a Class 6b property tax incentive for special circumstances for an industrial building located at 740 Bonnie Lane, Elk Grove Village, Illinois. The applicant intends to lease to Glow with Us, the owners company for the warehouse and distribution of glow-in-the-dark, light-up and promotional products.

**BUREAU OF ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT continued**

**PROPOSED RESOLUTIONS continued**

**ITEM #55 cont'd**

Essen Global, Inc. requests approval of the tax incentive based on the special circumstances that the property has been vacant for less than 24 months; and has been purchased for value under the Class 6b Ordinance. This resolution is required so that the company can complete its application to the Assessor of Cook County.

Submitting a Proposed Resolution sponsored by

TONI PRECKWINKLE, President and ELIZABETH "LIZ" DOODY GORMAN, County Commissioner

**PROPOSED RESOLUTION**

**WHEREAS**, the Cook County Board of Commissioners has adopted a Real Property Assessment Classification 6b that provides an applicant a reduction in the assessment level for an industrial facility; and

**WHEREAS**, the County Board of Commissioners has received and reviewed an application from Essen Global, Inc. and Resolution No. 38-11 from the Village of Elk Grove Village for an abandoned industrial facility located at 740 Bonnie Lane, Elk Grove Village, Cook County, Illinois, County Board District #17, Property Index Number: 08-27-102-134-1003; and

**WHEREAS**, Cook County has defined abandoned property as buildings and other structures that, after having been vacant and unused for at least 24 months, are purchased for value by a purchaser in whom the seller has no direct financial interest; and

**WHEREAS**, industrial real estate is normally assessed at 25% of its market value. Qualifying industrial real estate eligible for the Class 6b can receive a significant reduction in the level of assessment from the date that new construction or rehabilitation has been completed, or in the case of abandoned property from the date of substantial re-occupancy. Properties receiving Class 6b will be assessed at 10% of the market value for 10 years, 15% for the 11th year and 20% in the 12th year; and

**WHEREAS**, in the instance where the property does not meet the definition of abandoned property, the municipality or the Board of Commissioners, may determine that special circumstances justify finding that the property is abandoned for the purpose of Class 6b; and

**WHEREAS**, in the case of abandonment of less than 24 months and purchase for value by a disinterested buyer, the County may determine that special circumstances justify finding the property is deemed abandoned; and

**WHEREAS**, Class 6b requires a Resolution by the County Board validating the property is deemed abandoned for the purpose of Class 6b and

**BUREAU OF ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT continued**

**PROPOSED RESOLUTIONS continued**

**ITEM #55 cont'd**

**WHEREAS**, the Cook County Board of Commissioners has determined that the building has been abandoned for 13 months, at the time of application, with no purchase for value and that special circumstances are present; and

**WHEREAS**, the re-occupancy will retain 2 full time jobs; create an estimated 2-4 new full-time jobs; and

**WHEREAS**, the Village of Elk Grove Village states the Class 6b is necessary for development to occur on this specific real estate. The municipal resolution cites the special circumstances include that the property has been vacant for less than 24 months; and has been purchased for value; and

**WHEREAS**, the applicant acknowledges that it must provide an affidavit to the Assessor's Office stipulating that it is in compliance with the County's Living Wage Ordinance prior to receiving the Class 6b incentive on the subject property.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Commissioners of the County of Cook, that the President and Board of Commissioners validate the property located at 740 Bonnie Lane, Elk Grove Village, Cook County, Illinois, is deemed abandoned with special circumstances under the Class 6b; and

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Office of the Cook County Assessor.

\* \* \* \* \*

**ITEM #56**

Transmitting a Communication, dated July 2, 2012 from

MARIA CHOCA URBAN, Director, Department of Planning and Development

respectfully submitting this Resolution regarding adding members to the Cook County HOME Consortium.

The US Department of Housing and Urban Development (HUD) has begun to explore options for consolidation and streamlining of entitlement grant program administration both internally and externally. Towards this end, HUD has solicited assistance from the Cook County Department of Planning and Development to recruit municipalities within suburban Cook County that receive Community Development Block Grant (CDBG) funding directly from HUD to join Cook County's HOME Consortium.

**BUREAU OF ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT continued**

**PROPOSED RESOLUTIONS continued**

**ITEM #56 cont'd**

While an initial County investment to facilitate program year compliance is required, the related annual ongoing benefit is significant, particularly given national budget reductions to the HOME program. In this case, the investment of not more than \$439,575.43 has the potential to increase the County's HOME allocation by more than \$900,000.00 over the next two (2) years.

Submitting a Proposed Resolution sponsored by

TONI PRECKWINKLE, President, Cook County Board of Commissioners

**PROPOSED RESOLUTION**

**WHEREAS**, the County of Cook (the County) is an entitlement community pursuant to the regulations of the HOME Investment Partnerships Program (HOME) at 24 CFR Part 92 and the Community Development Block Grant Program (CDBG) at 24 CFR Part 570, which entitles the County to receive an annual allocation of CDBG and HOME grant funds from the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, the amount of CDBG and HOME funds that the County receives pursuant to entitlement status is determined by a HUD formula that takes into consideration the populations of the municipalities within its jurisdiction; and

**WHEREAS**, certain municipalities (the Electing Municipalities) within the County that receive Community Development Block Grant (CDBG) funds directly from HUD can elect to join the County's HOME Consortium (the Consortium), which would allow HUD to take into account the populations of these municipalities when calculating the County's annual HOME funds entitlement grant, thus increasing the County's annual allocation; and

**WHEREAS**, the Electing Municipalities are choosing to join the Consortium, as signified by resolution of their municipal boards; and

**WHEREAS**, each Electing Municipality must conform to the Consortium Program Year, which runs October 1 through September 30 in accordance with HUD rules; and

**WHEREAS**, as the Electing Municipalities move to the Consortium Program Year they may experience a gap in their administrative funding for the few months after their old program year expires and before the Consortium Program Year begins. (i.e., if their current program year ends on June 30 there is a three month gap before the new program year starts on October 1); and

**BUREAU OF ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT continued**

**PROPOSED RESOLUTIONS continued**

**ITEM #56 cont'd**

**WHEREAS**, the County wants to maximize its federal allocation of HOME Funds by including the Electing Municipalities in the Consortium. The County's HOME Investment Partnerships Program could see up to a \$938,000.00 increase over two years by adding the populations of the Electing Municipalities into the formula for calculating the grant amount.; and

**WHEREAS**, to facilitate the addition of the Electing Municipalities to the Consortium, the County will provide the financing for the loss in administrative funding and any social service funding that is needed to align the program years in each Electing Municipality; and

**WHEREAS**, HUD requires that the Cook County Board of Commissioners act by resolution to add the new entitlement communities into the HOME Consortium.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and the Board of Commissioners of the County of Cook, Illinois:

Section 1: That the County will set aside a fund of no more than \$439,575.43 in non-federal dollars to be used to fund the administrative costs incurred by the Electing Municipalities for periods not funded, within a three year period, due to the alignment of the program years of the Electing Municipalities with the Consortium Program Year in accordance with HUD requirements.

Section 2: That the County be and is hereby authorized to enter into an Addendum to the HOME Investment Partnerships Program Consortium Agreement for Federal Fiscal Years 2013 and 2014 to add the Electing Municipalities and that the President, Bureau Chief of Economic Development or the County Clerk are hereby authorized to execute said HOME Investment Partnerships Program Consortium Agreement Addendum and any modifications thereto.

Section 3: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**BUREAU OF ECONOMIC DEVELOPMENT**  
**REAL ESTATE MANAGEMENT DIVISION**

**PROPOSED INTERGOVERNMENTAL AGREEMENT AMENDMENT**

**ITEM #57**

Transmitting a Communication, dated June 15, 2012 from

ANNA ASHCRAFT, Director, Real Estate Management Division

respectfully requesting approval of a First Amendment to Intergovernmental Agreement between the County of Cook and the Forest Preserve District of Cook County.

By Resolution 09-R-498, this Board authorized conveyance of land adjacent to the Oak Forest Health Center Campus to the Forest Preserve District of Cook County (the "District"), and a joint planning initiative for the purpose of preserving and memorializing the history of the County's ownership of the land, and providing for cooperation in the development of the preserve in harmony with the continued use of the Oak Forest Health Center Campus (the "Campus").

On July 12, 2011, this Board authorized an Intergovernmental Agreement (the "IGA") between Cook County and the District to implement this joint planning initiative. Pursuant to the IGA, a consultant was retained to develop a Master Plan. This Amendment provides for phase 1 of the implementation of the Master Plan. Actions authorized are as follows:

1. The new preserve (the "Oak Forest Heritage Preserve") will be accessed through the main entrance to the Oak Forest Health Center. The District will be permitted to place signage directing visitors to the Preserve, at locations to be agreed upon by the Cook County Real Estate Management Division in conjunction with the Cook County Health and Hospitals System ("CCHHS").
2. An area for parking on the Campus for District patrons will be agreed upon in conjunction with CCHHS. This parking may be temporary, depending upon the location of a future visitors' center and the needs of the Health Center.
3. CCHHS will refrain from mowing certain areas of the Campus during the remainder of 2012 and during 2013, as necessary, in order to allow regeneration of existing seed banks. If the District determines that an oak savannah ecosystem will likely regenerate in such areas, the parties will negotiate an agreement or arrangement for development of such ecosystem.
4. In conjunction with CCHHS, the Real Estate Management Division and the District will work cooperatively to identify a structure or an area in a structure on the Campus for use as a visitor's center, and to develop a plan for appropriate funding and staffing.

**BUREAU OF ECONOMIC DEVELOPMENT**  
**REAL ESTATE MANAGEMENT DIVISION continued**

**PROPOSED INTERGOVERNMENTAL AGREEMENT AMENDMENT continued**

**ITEM #57 cont'd**

5. The Real Estate Management Division will continue to work with the District and CCHHS on phase 2 of the Master Plan planning process.

Fiscal Impact: None

This Agreement is being submitted simultaneously to the Cook County Health and Hospitals System Board and for approval by the Forest Preserve District Board of Commissioners at the next available meeting.

Approval is recommended.

**PROPOSED LEASE AGREEMENTS**

**ITEM #58**

Transmitting a Communication, dated June 15, 2012 from

ANNA ASHCRAFT, Director, Real Estate Management Division

Respectfully requesting approval of a Lease Agreement between the City of Chicago, as Landlord and the County of Cook, as Tenant for use of a building at 6337 South Woodlawn Avenue, in County Board District #3, known as the Woodlawn Health Center.

The Ambulatory and Community Health Network will continue to use the premises as a public health center. Details are:

Landlord:	City of Chicago
Tenant:	County of Cook
Using Agency:	Cook County Ambulatory and Community Health Network
Location:	6337 South Woodlawn Avenue, Chicago, Illinois
Term:	Commencement upon Board Approval – December 31, 2016
Termination Option:	By either party with a 120 day prior written notice
Space Occupied:	10,000 square feet.
Base Rent:	\$1.00
Operating Expenses:	Tenant shall be responsible for all costs of operating the Premises including security, custodial and snow removal for the Building. City of Chicago will perform repairs to the building as necessary.

Approval of this item would commit Fiscal 2013-2016 funds.

**BUREAU OF ECONOMIC DEVELOPMENT**  
**REAL ESTATE MANAGEMENT DIVISION continued**

**PROPOSED LEASE AGREEMENTS continued**

**ITEM #58 cont'd**

This Lease Agreement is being submitted simultaneously for approval by the City Council of Chicago at the next available meeting.

This item has been submitted for approval by the Finance Committee for the Health & Hospitals System at its June 22, 2012 Finance Meeting, and the June 29th CCHHS Board meeting.

Approval is recommended.

\* \* \* \* \*

**ITEM #59**

Transmitting a Communication, dated June 29, 2012 from

ANNA ASHCRAFT, Director, Real Estate Management Division

and

RAM RAJU, MD, MBA, FACHE, FACS, Chief Executive Officer,

Cook County Health & Hospitals System

requesting authorization to negotiate and execute a Lease Agreement between the Illinois Medical District, as Landlord, and the County of Cook, as Tenant, for occupancy by the Cook County Health and Hospitals System (CCHHS) of a building owned by the IMD at 600 South Hoyne Avenue, in Chicago.

The Illinois Department of Healthcare and Family Services (HFS), in collaboration with the Cook County Board and the Cook County Health and Hospital System (CCHHS), has requested an "1115 waiver" from the Centers for Medicare and Medicaid Services (CMS), pursuant to the Affordable Care Act, effective July of 2012. A decision by CMS is anticipated in July 2012. If approved, this waiver would enable enrollment of individuals currently ineligible for Medicaid.

CCHHS has requested that the Real Estate Management Division negotiate this lease, which is contingent on issuance of the waiver, so improvements can begin immediately upon approval of the waiver, and the enrollment center can commence operations in September 2012. This waiver and a successful enrollment process will allow CCHHS to decrease its uninsured population and provide funds to improve the quality, coordination, and cost-effectiveness of the care it provides.

Approval of this item will authorize execution of a lease agreement on terms no less favorable to the County than those set forth below.

**BUREAU OF ECONOMIC DEVELOPMENT**  
**REAL ESTATE MANAGEMENT DIVISION continued**

**PROPOSED LEASE AGREEMENTS continued**

**ITEM #59 cont'd**

Term: An initial term of three years, with two options to renew for two years each.  
Space Occupied: Approximately 9,400 square feet.  
Base Rent: No more than \$12.00 per square foot/\$112,000.00 annually  
Operating Expenses: Tenant will be responsible for all costs of operating the Premises, including utilities, security, custodial and snow removal for the Building and parking area. IMD will perform structural repairs to the building as necessary.  
Improvements: Tenant would be responsible for the cost of improvements necessary to make the Premises suitable for the intended purpose. A preliminary estimate for build-out provided by CCHHS Department of Physical Plant \$280,000.00.  
Funding: The 1115 waiver would be entirely funded by local County resources and federal matching funds for eligible services.

The CCHHS Board approved this matter at its meeting of June 29, 2012.

**PUBLIC WAY LICENSE AGREEMENTS**

**ITEM #60**

Transmitting a Communication, dated June 15, 2012 from

ANNA ASHCRAFT, Director, Real Estate Management Division

Respectfully requesting approval of a Public Way License Agreement between the County of Cook, as Grantor, and Sidera Networks, LLC, as Grantee. Upon issuance of this License, Grantee shall have the authority to apply for permits in order to construct, install, replace, relocate, modify, maintain, and remove its facilities located in the public ways of Cook County.

This license is in accordance with Cook County Code Chapter 66, Road and Bridges, Article 3, Public Way Regulatory Ordinance, enacted by the Board of Commissioners on June 19, 2007. The license fees, term start and end dates are all set by ordinance. Details are:

Grantor: County of Cook  
Grantee: Sidera Networks, LLC  
Term: July 1, 2012 – June 30, 2017  
Annual License Fee: \$3,760.52 for year one, as adjusted annually by Consumer Price Index

Grantee has met the insurance requirements under the License Agreement.

Approval is recommended.

\* \* \* \* \*

**BUREAU OF ECONOMIC DEVELOPMENT**  
**REAL ESTATE MANAGEMENT DIVISION continued**

**PUBLIC WAY LICENSE AGREEMENTS continued**

**ITEM #61**

Transmitting a Communication, dated June 15, 2012 from

ANNA ASHCRAFT, Director, Real Estate Management Division

Respectfully requesting approval of a Public Way License Agreement between the County of Cook, as Grantor, and Vinakom Communications, Inc., as Grantee. Upon issuance of this License, Grantee shall have the authority to apply for permits in order to construct, install, replace, relocate, modify, maintain, and remove its facilities located in the public ways of Cook County.

This license is in accordance with Cook County Code Chapter 66, Road and Bridges, Article 3, Public Way Regulatory Ordinance, enacted by the Board of Commissioners on June 19, 2007. The license fees, term start and end dates are all set by ordinance. Details are:

Grantor: County of Cook  
Grantee: Vinakom Communications, Inc.  
Term: July 1, 2012 – June 30, 2017  
Annual License Fee: \$3,760.52 for year one, as adjusted annually by Consumer Price Index

Grantee has met the insurance requirements under the License Agreement.

Approval is recommended.

\* \* \* \* \*

**ITEM #62**

Transmitting a Communication, dated June 15, 2012 from

ANNA ASHCRAFT, Director, Real Estate Management Division

Respectfully requesting approval of a Public Way License Agreement between the County of Cook, as Grantor, and Zayo Group, LLC, as Grantee. Upon issuance of this License, Grantee shall have the authority to apply for permits in order to construct, install, replace, relocate, modify, maintain, and remove its facilities located in the public ways of Cook County.

This license is in accordance with Cook County Code Chapter 66, Road and Bridges, Article 3, Public Way Regulatory Ordinance, enacted by the Board of Commissioners on June 19, 2007. The license fees, term start and end dates are all set by ordinance. Details are:

**BUREAU OF ECONOMIC DEVELOPMENT**  
**REAL ESTATE MANAGEMENT DIVISION continued**

**PUBLIC WAY LICENSE AGREEMENTS continued**

**ITEM #62 cont'd**

Grantor: County of Cook  
Grantee: Zayo Group, LLC  
Term: July 1, 2012 – June 30, 2017  
Annual License Fee: \$3,760.52 for year one, as adjusted annually by Consumer Price Index

Grantee has met the insurance requirements under the License Agreement.

Approval is recommended.

**DEPARTMENT OF FACILITIES MANAGEMENT**

**PROPOSED CONTRACT**

**ITEM #63**

Transmitting a Communication, dated June 20, 2012 from

JAMES D'AMICO, Director, Department of Facilities Management  
and  
MARIA DE LOURDES COSS, Chief Procurement Officer

Requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Valdes Enterprises, LLC, Glenview, Illinois, for freon/refrigerant products.

Reason: Competitive bidding procedures were followed in accordance with the Cook County Procurement Code. On May 23, 2012 bids were solicited for 12-45-235 for freon/refrigerant products. Three (3) bids were received. Valdes Enterprises, LLC was the lowest responsive and responsible bidder and is recommended for award. The freon/refrigerant will be used by Facilities Management to replenish the freon/refrigerant for the air conditioning units at the powerhouse/chiller plant at the Cook County Jail.

Estimated Fiscal Impact: \$156,640.00 (FY 2012: \$32,633.00; FY 2013: \$78,320.00; and FY 2014: \$45,687.00). Contract period: July 15, 2012 through July 14, 2014. (200-333 Account).

Approval of this item would commit Fiscal Years 2013 and 2014 funds.

The Chief Procurement Officer concurs.

**BUREAU OF HUMAN RESOURCES**

**REPORT**

**ITEM #64**

Transmitting a Communication, dated July 10, 2012 from

MAUREEN T. O'DONNELL, Chief, Bureau of Human Resources  
and

RESHMA SONI, Interim County Comptroller

submitting the Human Resources Activity reports covering the two (2) week pay period for both Pay Period 10 ending May 5, 2012 and Pay Period 11 ending May 19, 2012.

**PROPOSED ORDINANCE**

**ITEM #65**

Submitting a Proposed Ordinance sponsored by

TONI PRECKWINKLE, President, Cook County Board of Commissioners

**PROPOSED ORDINANCE**

**WHEREAS**, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, codified as amended, 820 ILCS 130/1 et seq. (1993), formerly Ill. Rev. Stat., Ch. 48, par. 39s-1 et seq.; and

**WHEREAS**, the aforesaid Act requires that the Board of Commissioners of the County of Cook investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said County employed in performing construction of public works, for said County.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF COMMISSIONERS OF THE COUNTY OF COOK:**

**Section 1.** To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of this County is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of June 2012, a copy of that determination being submitted hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the County of Cook. The Definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

## **BUREAU OF HUMAN RESOURCES continued**

### **PROPOSED ORDINANCE continued**

#### **ITEM #65 cont'd**

**Section 2.** Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this County to the extent required by the aforesaid Act.

**Section 3.** The Bureau of Human Resources shall publicly post or keep available for inspection by any interested party in the main office of this Bureau of Human Resources (County) this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

**Section 4.** The Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

**Section 5.** The Bureau of Human Resources shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

**Section 6.** The Bureau of Human Resources shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

**Section 7.** The Chief Procurement Officer of Cook County shall specify in the call for bids in any contract for public works that the general prevailing rate of wages in the locality for each craft or type of laborer or mechanic needed to execute the contract to perform such work, also the general prevailing rate for legal holiday and overtime work as ascertained by the Bureau of Human Resources, shall be paid for each craft or type of work needed to execute the contract or to perform such work. The Chief Procurement Officer in awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing rate of wages, as found by the Bureau of Human Resources, shall be paid to all laborers, workers and mechanics performing work under the contract, and the Chief Procurement Officer shall also require in all such contractor's bonds that the contract include such provision as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

**Section 8.** In the case of any underpayment of the prevailing wage, a penalty of 20% of the underpayment shall be assessed against the contractor or subcontractor; and the 20% penalty shall be payable to the Illinois Department of Labor. Any underpayment that has not been repaid to a worker within thirty-days of violation is subject to an additional 2% of the underpayment as a punitive damage assessment. This is payable to the worker.

**Section 9.** There is an automatic two (2) year debarment of any contractor or subcontractor found to have violated the Act on two (2) separate occasions. An affected contractor or subcontractor may request the Department to hold a hearing on the alleged violations within ten (10) days notification of the second violation.

**BUREAU OF HUMAN RESOURCES continued**

**PROPOSED ORDINANCE continued**

**ITEM #65 cont'd**

**Cook County Prevailing Wage for June 2012**

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC	BLD			32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER	BLD			43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON	BLD			39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON	ALL			41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER	BLD			33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRIC PWR GRNDMAN	ALL			32.640	46.850	1.5	1.5	2.0	8.000	10.12	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	13.83	7.920	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR	ALL			32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
GLAZIER	BLD			38.500	40.000	1.5	2.0	2.0	11.49	14.64	0.000	0.840
HT/FROST INSULATOR	BLD			43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST	BLD			43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS	ALL			29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER	BLD 1			45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	FLT 1			51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 2			49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 3			44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 4			36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 1			43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 2			42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 3			40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 4			39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 5			38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 6			46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 7			44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER	ALL			40.200	42.700	2.0	2.0	2.0	12.67	15.61	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER	BLD			44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER	BLD			39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER	BLD			44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER	BLD			37.650	40.650	1.5	1.5	2.0	8.380	6.820	0.000	0.430

**BUREAU OF HUMAN RESOURCES continued**

**PROPOSED ORDINANCE continued**

**ITEM #65 cont'd**

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
SHEETMETAL WORKER	BLD			40.560	43.800	1.5	1.5	2.0	9.880	16.54	0.000	0.630
SIGN HANGER	BLD			29.460	29.960	1.5	1.5	2.0	4.800	2.980	0.000	0.000
SPRINKLER FITTER	BLD			49.200	51.200	1.5	1.5	2.0	9.750	8.200	0.000	0.450
STEEL ERECTOR	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON	BLD			39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER	BLD			35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430
TERRAZZO MASON	BLD			39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD			40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR	HWY			28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E	ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD			39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

**Legend:**

RG (Region)

TYP (Type)

C (Class)

Base (Base Rate)

FRMAN (Foreman)

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

**OFFICE OF THE SHERIFF**  
**DEPARTMENT OF FISCAL ADMINISTRATION**  
**AND SUPPORT SERVICES**

**PROPOSED INTERGOVERNMENTAL AGREEMENT**

**ITEM #66**

Transmitting a Communication, dated April 30, 2012, from

THOMAS J. DART, Sheriff of Cook County

by

ALEXIS A. HERRERA, Chief Financial Officer

requesting authorization to enter into and execute an intergovernmental agreement between the Cook County Sheriff's Office and the Forest Preserve District of Cook County.

As part of this Intergovernmental Agreement, the Sheriff shall assign Sheriff Work Alternative Program (S.W.A.P) offenders to perform grounds-keeping and simple maintenance to various properties under the jurisdiction of the Forest Preserve.

The Forest Preserve agrees to reimburse the Sheriff's Office in an amount approximately equal to the salary, benefits and administrative costs for four (4) hours per day for one (1) Court Services Sergeant and eight (8) hour per day for four (4) Court Services Deputies. The number of Cook County Sheriff's employees assigned to the Cook County Forest Preserve may exceed the number anticipated in this IGA. The total per annum amount shall not exceed \$500,000.00.

This is a two-year agreement that can be renewed for a subsequent two (2) year period.

This agreement has been reviewed and approved as to form by the Cook County State's Attorney's Office.

Estimated Fiscal Impact: None. Contract period: January 1, 2012 through December 31, 2013.

**OFFICE OF THE SHERIFF**  
**POLICE DEPARTMENT**

**APPROVAL OF PAYMENT**

**ITEM #67**

Transmitting a Communication, dated June 12, 2012 from

THOMAS J. DART, Sheriff of Cook County

by

MICHAEL K. SMITH, First Deputy Chief of Police, Cook County Sheriff's Police Department

requesting approval of payment in the amount of \$150,585.50 to Cook County Emergency Telephone System Board, Des Plaines, Illinois.

**OFFICE OF THE SHERIFF**  
**POLICE DEPARTMENT continued**

**APPROVAL OF PAYMENT continued**

**ITEM #67 cont'd**

Reason: This payment represents the Cook County Sheriff's Office share of the hardware and software maintenance for the Computer Aided Dispatch System for Fiscal Year 2012.

Estimated Fiscal Impact: \$150,585.50. (231-818 Account).

**OFFICE OF THE SHERIFF**  
**DEPARTMENT OF WOMEN'S JUSTICE SERVICES**

**PROPOSED GRANT AWARD ADDENDA**

**ITEM #68**

Transmitting a Communication, dated June 18, 2012 from

THOMAS J. DART, Sheriff of Cook County

by

ALEXIS A. HERRERA, Chief Financial Officer

requesting authorization to accept a grant extension from May 1, 2012 to August 31, 2013 from the Hunt Alternatives Fund. This extension will provide additional time to spread awareness about the Department's Human Trafficking Response Team Model.

The authorization to accept the original grant was given on December 1, 2011 by the Cook County Board of Commissioners in the amount of \$10,000.00

Estimated Fiscal Impact: None. Funding period extension: November 1, 2011 through August 31, 2013.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

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**ITEM #69**

Transmitting a Communication, dated June 19th, 2012 from

THOMAS J. DART, Sheriff of Cook County

by

ALEXIS A. HERRERA, Chief Financial Officer

requesting authorization to accept a grant extension from June 1, 2012 to August 31, 2013 from the Hunt Alternatives Fund. This extension will provide additional time to spread awareness and expansion efforts for the Department's Human Trafficking Response Team Model.

**OFFICE OF THE SHERIFF**  
**DEPARTMENT OF WOMEN'S JUSTICE SERVICES continued**

**PROPOSED GRANT AWARD ADDENDA continued**

**ITEM #69 cont'd**

The authorization to accept the original grant was given on February 15, 2012 by the Cook County Board of Commissioners in the amount of \$50,000.00.

Estimated Fiscal Impact: None. Funding period extension: December 1, 2012 through August 31, 2013.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

**OFFICE OF THE STATE'S ATTORNEY**

**PENDING LITIGATION**

**ITEM #70**

Transmitting a Communication, dated June 15, 2012 from

ANITA ALVAREZ, Cook County State's Attorney

by

PATRICK T. DRISCOLL, JR., Deputy State's Attorney, Chief, Civil Actions Bureau

respectfully request permission to discuss the following cases with the Board or the appropriate committee thereof:

1. Theodore Triplett v. Cook County Sheriff, Case No. 12-C-3212
2. Larry Banks v. Thomas Dart, et al., Case No. 12-CV-1636
3. Robert Dunbar v. Correctional Officer Jacque Grode, et al., Case No. 12-C-1295
4. Maddox Larsha v. Thomas Dart, et al., Case No. 12-C-1232
5. Channel Griffith v. Daranz Broomfield, et al., Case No. 12-M1-301375
6. Tyrone Owens v. Thomas Dart, et al., Case No. 11-C-8630
7. Frederick Coe v. Sunita Williamson, et al., Case No. 11-C-8754
8. Edward Carreon v. Thomas Dart, et al., Case No. 12-C-0928
9. Matalie Petrovic v. Thomas Dart, et al., Case No. 12-CH-19788
10. Heard v. Officer Black, et al., Case No. 11-C-8375
11. Smith v. City of Chicago and Alvarez, Case No. 06-C-6423

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The next regularly scheduled meeting is presently set for Tuesday, July 24, 2012.