

## **ORDINANCE**

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

**WHEREAS**, the City, through its Chicago Department of Transportation ("CDOT"), is responsible for the transportation network that connects communities throughout the City; and

**WHEREAS**, on June 28, 2002, the City entered into that certain contract ("Agreement") with JCDecaux Chicago, LLC, an Illinois limited liability company (the "Contractor") with respect to the design, fabrication, installation, maintenance, operation, removal and dismantlement of various pieces of street furniture, at no cost to the City, in exchange for the City allowing the Contractor to place advertising on certain types and pieces of street furniture in accordance with an ordinance relating to street furniture which was passed by the City Council of the City of Chicago on June 9, 1999, (Journal of Council Proceedings of the City Council of the City of Chicago; C.J.P., pp 5442-53; June 9, 1999) (See Exhibit 1); and

**WHEREAS**, pursuant to the Agreement, street furniture includes bus stop shelters;

**WHEREAS**, the Contractor is responsible for the maintenance, operation and removal and dismantlement of the City's bus stop shelters installed pursuant to the Agreement, at no cost to the City; and

**WHEREAS**, the City has allowed the Contractor to place advertising on the bus stop shelters installed pursuant to the Agreement as a revenue generating means; and

**WHEREAS**, the Contractor's obligation to pay the fees to the City is independent of the Contractor's obligations under the Agreement with respect to the fabrication, installation, maintenance, operation, removal and dismantlement of the bus stop shelters; and

**WHEREAS**, the Contractor's obligation to pay such fees to the City is independent of the revenues, if any, that the Contractor generates from the sale of advertising on the bus stop shelters; and

**WHEREAS**, the Contractor has demonstrated that it has the necessary professional experience and expertise to provide the maintenance, operation, removal and dismantlement of the required bus stop shelters; and

**WHEREAS**, as part of its Central Loop East-West Corridor transportation plan, (commonly referred to as the LoopLink project) to improve traffic in the central business

district, the City is reconfiguring certain street lanes to be used as a planned bus transit way; and

**WHEREAS**, as part of the LoopLink, the City is replacing thirteen (13) Contractor-owned bus shelters on Washington, Madison and Monroe Streets, with eight (8) City-owned bus shelters,; and

**WHEREAS**, pursuant to Section 4.7(a)(ii) of the Agreement, if the City desires to obtain additional bus stop shelters, the City must give the First Right of Refusal to the Contractor; and

**WHEREAS**, the Contractor wishes to exercise its First Right of Refusal for the additional bus and the City wishes to accept the Contractor's proposal pursuant to the terms of Exhibit 2; and

**WHEREAS**, the continued operation of the bus shelters by the Contractor will be a benefit to all the citizens of Chicago.

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. The Mayor or his proxy, upon recommendation of the Commissioner of CDOT ("Commissioner"), is hereby authorized to execute a First Amendment to the Agreement in substantially the form attached hereto as Exhibit 2.

SECTION 3. The Commissioner is authorized to enter into and to execute all documents and perform any and all acts, including promulgation of any standards, rules or regulations, as shall be necessary or advisable to carry out the purpose and intent of this ordinance.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the City, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.