

AGENDA
Forest Preserve District of Cook County Board of Commissioners
County Board Room, County Building
Chicago Botanic Garden
1000 Lake Cook Road, Glencoe, Illinois
Tuesday September 11, 2012, 10:00 A.M.

PRESIDENT

PROPOSED ORDINANCE AMENDMENT
FOR THE FOREST PRESERVE DISTRICT OF COOK COUNTY PROCUREMENT CODE

ITEM #1 REFERRED TO COMMITTEE ON FINANCE

Submitting a Proposed Ordinance Amendment sponsored by

TONI PRECKWINKLE, President, Forest Preserve District Board

making various changes to the Forest Preserve District of Cook County (the "District") procurement code including, but not limited to, removing the requirement to advertise bids in the newspaper, streamlining the vendor disqualification process, eliminating the requirement to request permission to go out to bid, and providing the purchasing agent the option of utilizing various innovative purchasing methods similar to those utilized by the County.

PROPOSED ORDINANCE AMENDMENT

NOW, THEREFORE, BE IT ORDAINED that section 1-8-2 of the Forest Preserve District of Cook County Code of Ordinances is hereby amended as follows:

TITLE 1 - ADMINISTRATIVE
CHAPTER 8 - DISTRICT FINANCES

CHAPTER 8 - DISTRICT FINANCES

- 1-8-1: - RECEIPTS OF MONEY.
- 1-8-2: - CONTRACTS AND PURCHASES.
- 1-8-3: - WAGE RATES FOR PUBLIC WORKS EMPLOYEES.
- 1-8-4: - PROPERTY TAX RELIEF.

1-8-1: - RECEIPTS OF MONEY.

The heads of departments shall transmit all moneys of the Forest Preserve District received by them to the Comptroller and take his receipt therefor.

(1989 Code; Ord. No. 07-O-09-05-02, 9-5-07)

1-8-2: - CONTRACTS AND PURCHASES.

A. *Conditions and Restrictions on Awarding a Contract:*

1. *Definition of Business Entity:* Business entity as used in this subsection means a corporation,

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partnership, trust, association, unincorporated business or individually owned business.

- a. Definition of Local Business: A local business authorized to do and doing business within the corporate limits of the County of Cook, which has the majority of its regular full-time work force located within the County.
2. *Restrictions on Awarding a Contract:* No person or business entity shall be awarded a contract or subcontract with the Forest Preserve District, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:
 - a. Has been convicted of an act committed, within the State, of bribery or attempting to bribe an officer or employee of a unit of State or local government or school district in the State in that officer's or employee's official capacity;
 - b. Has been convicted of an act committed, within the State, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act;
 - c. Has been convicted of bid-rigging or attempting to rig bids under the laws of the State;
 - d. Has been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act;
 - e. Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois;
 - f. Has been convicted of defrauding or attempting to defraud any unit of State or local government or school district within the State of Illinois;
 - g. Has made an admission of guilt of such conduct as set forth in subparagraphs a through f above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
 - h. Has entered a plea of nolo contendere to charges of bribery, price- fixing, bid-rigging or fraud, as set forth in subparagraphs a through f above.
 3. *Disqualification of Business Entity:* A person or business entity shall be disqualified if:
 - a. It is convicted, or enters a plea of nolo contendere, or makes an admission of guilt to any act described in subparagraphs 2a through 2h above.
 - b. It employs as an officer any individual who was an officer, with the power to direct or cause the direction of the management and policies of the firm (including the making of obligations or the disbursing of funds), of another business entity at the time the latter

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committed a disqualifying act. The President, Vice President, Secretary and Treasurer of any business entity each shall be presumed, individually, to have the requisite power to direct or cause the direction of the management and policies of a business entity unless he or she is otherwise restricted through corporate charter provisions, by-law provisions, contracts, or any other formal or informal devices.

- c. Any owner who controls directly or indirectly twenty (20) percent or more of the business was an owner who directly or indirectly controlled twenty (20) percent of another business entity at the time the latter committed a disqualifying act.
4. *Voiding Contracts:* Any contract or subcontract found to have been awarded in violation of this subsection shall be voidable at discretion of the Forest Preserve District Board of Commissioners. Payment for work completed at the time of any such voiding shall be at a quantum meruit rate less a twenty five (25) percent liquidated damage reserve.
5. *Hearing:* ~~When information shall come to the attention of the Purchasing Agent of the Forest Preserve District that a person or business entity has been convicted, made an admission of guilt or plea of nolo contendere or otherwise falls within this subsection, he shall send a notice of hearing to the person or business entity by certified mail, return receipt requested. The notice shall advise the person or business entity that an administrative hearing will be held at a specified time and place for the purpose of determining whether or not that person or business entity should be disqualified pursuant to this subsection. The hearing officer will be the Purchasing Agent or other person designated by the Superintendent or the President of the Board of Forest Preserve District Commissioners.~~

~~Evidence will be limited to the factual issue(s) raised by the notice. Persons with relevant information will testify under oath before a certified reporter.~~

~~The hearing officer may refuse to hear cumulative evidence and he will moderate the hearing. Strict rules of evidence will not apply to the proceedings but the hearing officer will strive to elicit the facts fully and in credible form. The affected person or business entity may be represented by an attorney.~~

~~At the conclusion of the testimony, the hearing officer will make a finding of whether or not the person or business entity falls within this subsection based upon a greater weight of evidence. Disqualification shall be ordered upon a finding that the person or business entity falls within this subsection. The hearing officer will mail a written copy of the finding to the person or business entity affected by certified mail, return receipt requested.~~

The determination as to whether a Person is disqualified under any provision of this Section 1-8-2 of the District's Code or has made a false statement, shall be made pursuant to the Cook

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County Department of Administrative Hearings pursuant to Chapter 2, Article IX, of the Cook County Code.

6. ~~*Appeals:* A person or business entity disqualified by the hearing officer may appeal such finding to a Review Board nominated by the President of the Board of Commissioners with the consent of the Board of Commissioners. A notice of appeal must be filed with the Secretary of the Board of Commissioners of the Forest Preserve District within fourteen (14) days from the date the finding was mailed to the person or business entity. Enforcement of the order of disqualification will be stayed pending a review by the Review Board. The person or business entity affected by the disqualification order may file with the Secretary of the Board of Commissioners written exceptions to the hearing officer's findings. Exceptions must be filed within ten (10) days of the notice of appeal. No oral presentation will be made to the Review Board.~~

~~The Review Board will review the written record, tangible evidence, the hearing officer's finding and the written exceptions and will expeditiously vote to recommend affirmance or reversal of the hearing officer's finding to the Board of Commissioners. The Board of Commissioners' decision will be mailed to the affected person or business entity by certified mail, return receipt requested.~~

Decisions of the Cook County Administrative Hearing Department shall be subject to review pursuant to the Illinois Administrative Review Act (735 ILCS 5/3-101 et. seq.).

7. *Bids to Contain Information Herein:* Specifications for all bids shall contain the information contained in this subsection and bidders shall certify that they have read the information contained herein and are not in violation thereof.
- B. *Signatures Required on Contracts:* All contracts for supplies, material or work, over \$25,000, shall be signed by the President of the Board of Commissioners and by any such other officer as the Board in its discretion may designate.
- C. *Purchases Requisitions:* All purchases shall be made on requisition only, except in cases of emergency, and then upon the authority of the General Superintendent. A requisition number will be given for the order and the requisition will be made out after the purchase price has been determined. All requisitions shall be signed or approved in writing by the head of the proper department. The accounting of each department shall be separate and distinct, and all requisitions and vouchers shall be listed and show authority for incurring the liability.
- D. *Effect of Tax or Fee Delinquency:*
1. *Disqualification for Tax and Fee Delinquency:* No person or business entity shall be awarded

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a contract or subcontract for goods or services with the District if such person or business entity is delinquent in the payment of any tax levied by or fee charged by the District. No person or business entity will be prohibited from entering into a contract or subcontract with the District, pursuant to the foregoing sentence, if such individual or entity is contesting, in accordance with the appropriate procedures, its liability for the tax or fee or the amount of the tax or fee, and if such person or business entity shows proof of the contest to the District.

2. *Statement Under Oath:* Before awarding a contract or subcontract for goods or services, the District shall obtain a statement under oath from the person or business entity that none of the taxes or fees contested, or other taxes or fees, are delinquent. The statement shall agree in substance with the following form:

Verification of Payment of Forest Preserve District of Cook County Taxes and Fees

[Name of Person or Entity] is/are not an owner(s) of real property in Cook County, or a party responsible for the payment of any tax or fee owed to the Forest Preserve District of Cook County, for which such tax or fee is delinquent.

[Name of Person or Entity] represents that the following is a complete list of real estate owned by [Name of Person or Entity] in Cook County:

[List by Permanent Index Number]

3. *False Statements:* The effect of any person or entity making a false statement under oath shall be to entitle the District to set off a portion of the contract sum equal to the amount of the tax or fee delinquency. In addition, a twenty-five (25) percent penalty on the amount of the tax or fee delinquency shall be imposed. Making a false statement under oath regarding delinquency shall be a misdemeanor, punishable by a fine of one hundred dollars (\$100.00).
4. *Delinquency During Pendency of Contract:* If during the existence of any contract or subcontract for goods or services between the District and any person or business entity such person or business entity shall become delinquent for nonpayment of taxes levied by or fees charged by the District, the District shall be entitled to set off a portion of the contract sum equal to the amount of the tax and fee delinquency, and impose a twenty-five (25) percent penalty on the amount of the delinquent tax or fee.
5. *Applicability:* This subsection D applies to all contracts and subcontracts for goods and services, including: personal services contracts; contracts which are awarded on the basis of a bidding process; contracts which are not awarded on the basis of a bidding process; contracts which originate under the authority of the Purchasing Agent of the District; and contracts which originate from any other office or department of the District. For purposes of this

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subsection D, "taxes levied and fees imposed" by the District shall mean any and all taxes or fees which are levied, imposed or collected by or on behalf of the District, its officials, or departments, including but not limited to taxes levied on real estate, and fees and charges imposed by ordinance or by law which are payable to the District, or an officer or department of the District, for any permit, license, service or any other purpose. Taxes and fees shall be construed to include any and all interest and penalties authorized or imposed by law or by ordinance for a late payment or nonpayment of taxes or fees.

Taxes or fees shall be considered delinquent if a claim, notice or demand for payment has been made for such taxes or fees by or on behalf of the District or the County, or any of their officers or agencies, boards, commissions or departments without timely payment, except in those cases where authorized procedures for protesting or contesting such taxes or fees have been timely and properly initiated and where such protest or contest remains pending.

E. *Bids by Local Business:*

1. The Purchasing Agent shall, in the purchase of all supplies, service and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two (2) percent.
2. In this section the term "local business" means a person authorized to transact business in this State and having a bona fide establishment for transacting business located within the County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full-time work force within the County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within the County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, fulltime work force within the County. The Purchasing Agent shall be responsible for the implementation and enforcement of this section.

F. *Recycled Product Procurement Policy:*

1. *Purpose.* This subsection shall be known as the "Cook County Forest Preserve District Recycled Product Procurement Policy." Its purpose is to promote market development of recycled products, recyclable products, and equipment capable of using such materials by establishing preferential purchasing programs applicable to all Forest Preserve District departments and contractors, thereby diverting materials from the solid waste stream.

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2. *Policies.* All departments shall whenever practicable use recycled products and recyclable products to meet their demands.
 - a. The Forest Preserve District shall whenever practicable require its contractors and consultants to use recycled products and recyclable products in fulfilling contractual obligations to the Forest Preserve District.
 - b. In procuring designated products pursuant to this subsection, the Forest Preserve District Board of Commissioners shall require recovered material and/or post-consumer material content to be factors in determining the lowest responsive bid in any competitive bidding procurement process.

3. *Definitions.* The following terms shall have the assigned definitions for all purposes under this subsection.
 - a. "Contractor" means any person, group of persons, association, partnership, corporation or other type of business entity which has a contract with the Forest Preserve District or which serves in a subcontracting capacity with an entity having a contract with the Forest Preserve District for the provision of goods and/or services;
 - b. "Designated products" means all products that have been or may be identified pursuant to Section 1-8-2.F.4. of this section as products that can be procured with significant levels of recovered materials;
 - c. "Purchasing Agent" means the director of the Forest Preserve District's purchasing department or his/her designee;
 - d. "Minimum content standards" means standards set by the Forest Preserve District Board of Commissioners, or in their absence, standards or guidelines currently promulgated by the United States Environmental Protection Agency, specifying the minimum level of recovered materials and/or post-consumer material necessary for designated products to qualify as recycled products;
 - e. "Paper and paper products" means all items manufactured from paper or paperboard;
 - f. "Post-consumer paper material" means paper, paperboard, and fibrous waste including corrugated boxes, newspapers, magazines, mixed waste paper, tabulating cards and used cordage after the point at which they have passed through their end use as consumer items;
 - g. "Post-consumer material" means only those products generated by a business or consumer which have served their intended end uses, and which have been separated or

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- diverted from the solid waste stream for the purposes of collection, recycling, and disposition;
- h. "Practicable" means 1) able to perform in accordance with applicable specifications; 2) offered as the low bid under the procedures in Section 1-8-2.F.5.b.; 3) available within a reasonable period of time; and 4) maintaining a satisfactory level of competition;
 - i. "Recovered material" means material and byproducts which have been recovered or diverted from solid waste, but does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process (such as mill broke or home scrap);
 - j. "Recovered paper material" means paper waste generated after the completion of a paper making process, such as post-consumer material, envelope cuttings, bindery trimmings, printing waste, cutting and other converting waste, butt rolls, and mill wrappers, obsolete inventories, and rejected unused stock. Recovered paper material, however, shall not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls (mill broke), or fibrous byproducts of harvesting, extractive or woodcutting processes, or forest residue such as bark;
 - k. "Recycled designated product" means a product designated in or pursuant to Section 1-8-2.F.4. of this subsection that meets or surpasses the Forest Preserve District's minimum content standards, and all other criteria for qualification as specified in this subsection;
 - l. "Reusable product" means a product that can be used several times for an intended end use before being discarded, such as a washable food or beverage container or a refillable ball point pen;
 - m. "Recycle" or "recycling" means any process by which materials that would otherwise become municipal waste are collected, separated or processed and returned to the economic mainstream in the form of new, reused or reconstituted products, but does not include the recovery of materials for fuel in combustion or energy production processes. For lubricating oil, the term recycling is to be synonymous with re-refining. For toner cartridges, the term recycling is to be synonymous with remanufacture;
 - n. "Recyclable" means that the product is technically capable of being recycled, and that economic markets for collecting and recycling the product exist within a reasonable distance, including steel and plastic;
 - o. "Chlorine-free paper or paper products" means recycled paper in which the virgin

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content is unbleached or bleached without chlorine or chlorine derivatives, or virgin paper which is unbleached or processed with a sequence that includes no chlorine or chlorine derivatives.

4. *Designated products and recycled designated products.* For all purposes of this section, the products listed in this section or added pursuant to it are designated as products that can be readily procured with significant levels of recovered materials. Designated products shall qualify as recycled designated products if they meet minimum content standards established in this chapter. Designated products shall include:
 - a. Paper and paper products;
 - b. Compost products;
 - c. Horticultural mulch made with recycled land-clearing and other wood debris;
 - d. Construction aggregates made with recycled cement concrete, tire rubber, glass or asphalt;
 - e. Cement and asphalt concrete containing glass cullet, recycled fiber or plastic, or tire rubber;
 - f. Antifreeze;
 - g. Recycled plastic products, including lumber shapes, refuse carts, traffic cones, insulation, receptacle liners and recycling bins, traffic barriers and office products;
 - h. Retreaded tires and products made from recycled tire rubber, including rubber mats and playfield surfaces;
 - i. Toner cartridges for computer printers;
 - j. Lubricating oil and hydraulic oil with re-refined oil content;
 - k. Insulation products;
 - l. Paint
 - m. Wood products containing 50 percent or more reused or deconstructed wood;
 - n. Carpeting made from recycled fibers;
 - o. Office furniture;

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- p. All steel products;
 - q. Other products as designated by the purchasing agent.
5. *Requirements for purchasing contracts.*
- a. Invitations to bid issued by the Forest Preserve District after June 1, 2005, for the purchase of tangible goods shall contain no terms, requirements or specifications prohibiting or discouraging post-consumer or recovered material content, unless a user department provides the purchasing agent with satisfactory evidence that, for technical reasons and for a particular end use, a product containing such materials will not meet reasonable performance standards. In determining the lowest responsive and responsible bid for the purchase of designated products pursuant to invitations to bid issued after June 1, 2005, the purchasing agent shall use the procedures and evaluation criteria specified in this subsection. If the lowest price offered for a recycled designated product is not more than the specified percentage higher than the lowest offered price for that same designated product that is not recycled, the offered price for the recycled designated product shall be considered the low bid if such bidder is otherwise responsive and responsible. The specified percentage will not be less than 10 percent. However, nothing contained in this subsection shall preclude user departments from requiring post-consumer or recovered material content as a bid specification.
 - b. Each contractor supplying the Forest Preserve District with recycled designated products pursuant to an invitation to bid process initiated after June 1, 2005, shall provide acceptable certification from all product manufacturers that the products being supplied meet or surpass Forest Preserve District minimum content standards, and shall agree to reasonable verification procedures specified by the purchasing agent.
 - c. Invitations to bid issued after June 1, 2005, for designated products, whether recycled or not, shall require the bidders, if awarded a purchasing contract, to provide quarterly summaries of the quantities purchased by user departments, unless the purchasing agent determines that this requirement would significantly reduce the number of bids received by the Forest Preserve District.
 - d. Invitations to bid issued after June 1, 2005, for designated products, whether recycled or not, shall require the bidders, if awarded a purchasing contract, to provide quarterly summaries of the quantities purchased by user departments, unless the purchasing agent determines that this requirement would significantly reduce the number of bids received by the Forest Preserve District.
 - e. The Forest Preserve District shall not purchase any item whose original manufacturer

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places restrictions on the remanufacturing of such item by other businesses.

6. *Rules and regulations for procurement of paper and paper products.*
 - a. The Forest Preserve District recycled paper procurement goal for user departments (expressed as percentage of the total volume of paper purchased) shall be not less than 60 percent by 2006 and thereafter. Each department shall be responsible for making its best effort to meet or surpass these goals.
 - b. The purchasing agent shall adopt minimum content standards for recycled paper products by June 1, 2005. Minimum content standards shall, at minimum, be consistent with standards presently promulgated by the United States Environmental Protection Agency, unless the purchasing agent determines that a different standard would significantly increase recycled product availability or competition.
 - c. The purchasing agent shall use a percentage factor of at least 10 percent in the process of determining the lowest responsive and responsible bidder for paper and paper products. For paper or paper products which are both recycled and chlorine-free, the percentage factor will not be less than 15 percent. The purchasing agent may elect to establish higher percentages to meet the goals set forth in subsection (a) herein.
 - d. All imprinted letterhead paper, copy paper, computer printer paper, and note pads used by Forest Preserve District departments shall be recycled paper containing at least 30 percent post-consumer content.
 - e. Printing press services provided by the Forest Preserve District or purchased by the Forest Preserve District from an outside vendor shall utilize soy or other vegetable-based inks. If lithographic ink is used in printing performed by the Forest Preserve District or in printing services purchased by the Forest Preserve District from an outside vendor, the ink shall contain not less than the following percentages of vegetable oil:
 1. News ink, 40 percent;
 2. Sheet-fed and forms ink, 20 percent;
 3. Heat-set ink, 10 percent.High quality color process printing on high speed heat-set presses is excepted when slow drying time significantly increases production costs.
 - f. Departments shall publicize the Forest Preserve District's use of recycled paper by printing the words "Printed on Recycled Paper" on all letterhead paper and on the title

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- page of all reports printed on recycled paper.
- g. To reduce the volume of paper purchased, departments shall use both sides of paper sheets whenever practicable.
 - h. The purchasing agent may enter into joint purchasing with other local and state agencies to reduce the cost of recycled paper product purchases.
 - i. All bids for new equipment and services shall include language that will encourage the use of recycled paper and paper products, wherever practicable.
 - j. The Forest Preserve District shall phase in equipment to facilitate the use of recycled paper products, wherever practicable.
 - k. In instances where recycled paper and paper products may void existing warranties, service agreements, or contracts, recycled paper and paper products shall not be specified.
 - l. Requests for proposal issued by the Forest Preserve District after June 1, 2005, shall require all proposed contractors or consultants submitting proposals to agree to the following as a precondition to contract awards:
 - 1. All reports submitted to the Forest Preserve District or its departments by a contractor or consultant in fulfillment of contract obligations shall use recycled paper when it is available at a reasonable price. For the purpose of this paragraph, the price of recycled paper shall be considered "reasonable" if its cost is no more than ten percent higher than the lowest price offered for non-recycled paper.
 - 2. Reports submitted to the Forest Preserve District or its departments shall use both sides of paper sheets whenever practicable.
 - 3. The contractor or consultant shall maintain records of purchased paper and paper products, including product description, supplier, and amount purchased, unit prices, and justifications for any use of non-recycled paper. This information shall be submitted to the user department before contract expiration, according to procedures to be established by the purchasing department. The contractor or consultant shall be responsible for maintaining records and submitting the aforementioned information for all of its subcontractors or sub-consultants.
 - m. Printing services purchased by the Forest Preserve District from outside vendors shall be on recycled paper containing at least 30 percent post-consumer content.

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7. *Annual report.* The purchasing agent shall submit to the Forest Preserve District Board of Commissioners by each year on June 1 a report evaluating the results of the procurement program for the preceding fiscal year, including the following components:
 - a. Quantities of designated products purchased by departments;
 - b. Quantities and types of recycled products purchased;
 - c. Prices and relative quantities purchased of recycled and non-recycled designated products;
 - d. A determination as to whether minimum content standards should be changed or remain the same;
 - e. An assessment of the effectiveness of the procurement program and an evaluation of program goals;
 - f. Recommendations for changes in procurement policy, including designation of additional products.

8. *Responsibilities and reporting requirements of departments.* All user departments are responsible for:
 - a. Purchasing and using recycled products whenever practicable;
 - b. Documenting any technical problems that preclude the use of recycled products;
 - c. Providing written explanations to the purchasing agent for not purchasing recycled products;
 - d. Conducting comparative tests of the performance of recycled products and non-recycled products, as requested by the purchasing agent;
 - e. Transmitting to contractors, upon their request, information about their recycled products and vendors;
 - f. Collecting information from contractors about their designated product purchases before contract expiration dates;
 - g. Informing the purchasing department of potential uses of recycled products by contractors.

9. *Responsibilities of the Purchasing Department.* The purchasing department is responsible for:

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- a. Disseminating recycled product information to departments;
 - b. Assisting departments in resolving problems and complaints concerning recycled product performance or availability;
 - c. Revising or amending standard bid documents and contract language where necessary to implement this subsection;
 - d. Collecting data on departmental purchases of designated products on Forest Preserve District purchase orders;
 - e. Preparing bid invitations for recycled products;
 - f. Adopting and updating minimum content standards for designated recycled products.
10. *Exemptions.* Nothing in this subsection shall be construed as requiring a department or contractor to procure products that do not perform adequately for their intended end use or are not available at a reasonable price in a reasonable period of time.
11. *Effective date of subsection.* This subsection shall apply to all Forest Preserve District procurement processes, including invitations to bid and requests for proposals, initiated after June 1, 2005.
12. *Severability.* Should any section, subsection, paragraph, clause or phrase of this subsection be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portion of this subsection.
13. *Third Party Rights.* Nothing herein shall entitle any third party to challenge the award of any contract by the Forest Preserve District to any contractor or subcontractor, nor otherwise create rights in any bidder or prospective contractor.
- G. *Cook County Resident Employment Requirement:* For any construction project advertised, or if not advertised, awarded, after the effective date of this ordinance having an estimated contract value of \$100,000.00 or more, funded solely with Forest Preserve District of Cook County funds, and where not otherwise prohibited by federal or state law, the total hours worked by persons on the site of the construction project by employees of the contractor or subcontractors shall be performed at least 50 percent by actual residents of the County of Cook. The Purchasing Agent shall be responsible for the implementation and enforcement of this section.
- H. *Contracts for Supplies, Material and Work:* All contracts for supplies, materials and equipment and contractual services for the District shall be let as herein provided. All contracts for supplies, materials and equipment and contractual services for the District which involve an expenditure of

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more than \$25,000.00 shall be approved by the Board of Commissioners and signed by the President of the Board or his/her designee.

I. *Powers and duties of Purchasing Agent:* The District Purchasing Agent shall, subject to the control and supervision of the President and Board of Commissioners:

1. Purchase or contract for all supplies, materials and equipment, and contractual services required by any Office, department, institution or agency of the District subject to the provisions, restrictions and limitations of this Subsection;
2. Establish and enforce standard and non-standard specifications established in accordance with this Subsection which shall apply to all supplies, materials and equipment purchased for the use of any Office, department, institution or agency of the District;
3. Transfer to or between the various Offices, departments, institutions or agencies of the District and trade in and sell supplies, materials and equipment which are surplus, obsolete or unusable;
4. Have charge of such other purchasing activities as the Board of Commissioners may assign from time to time;
5. Distribute or cause to be distributed to the various Offices, departments, institutions or agencies of the District all supplies, materials and equipment purchased by the Office of the Purchasing Agent;
6. Require all vendors to submit a notarized certification or affidavit of their compliance with all requirements imposed by this Subsection on forms promulgated by the Purchasing Agent, which shall include, but shall not be limited to: an affirmation that the vendor is a registered business in good standing with the State of Illinois and, in the case of a contractor operating under an assumed name, with the County Clerk, and an affirmation with respect to Section 1-8-2(U) of this Ordinance (Child Support), Section 1-8-2(D) of this Ordinance (Taxes and Fees) and that said vendor is in compliance with the District's Ethics Act including the provisions regarding receiving and soliciting gifts and favors as well as the limitations of contributions to candidates and elected officials and an economic disclosure statement disclosing all persons or entities who have made lobbying contacts on behalf of the vendor with respect to the contract.

Except as otherwise expressly provided by law, no supplies, materials or equipment or contractual services shall be purchased or contracted for by any Elected Official, department, institution or agency of the District, or by any officer or employee thereof, but all such supplies, materials, equipment or contractual services shall be purchased or contracted for by such Purchasing Agent in

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accordance with this Subsection.

- J. *Rules and Regulations:* The Purchasing Agent, shall adopt, promulgate, and from time to time amend the rules and regulations for the proper conduct of his/her office. The Purchasing Agent is hereby authorized to adopt appropriate forms and procedures.
- K. *No Delegation of Power to Act for Expenditure Exceeding \$25,000.00:* The Board of Forest Preserve Commissioners shall have no power or authority to delegate to any committee or other person or persons the "power to act," when such "power to act" shall involve the letting of any contract or the expenditure of public money exceeding the sum of \$25,000.00 except in the following instances: the payment of public utility bills and the payment of rent, pursuant to the provisions of a lease previously approved by the District Board, payment of insurance premiums, agreements and other documents necessary to carry out grant-funded projects or other board authorized transactions. Any action of the Board, or of any committee thereof, or of any other person or persons in violation of this section shall be null and void. No money shall be appropriated or ordered paid by the District Board, beyond the sum of \$25,000.00 unless such appropriation shall have been authorized by a vote of the majority of the members elected to the District Board. No officer of the District, or other person shall incur any indebtedness on behalf of the District, unless first authorized by the District Board. The Purchasing Agent shall have the authority to approve purchase requisitions in an amount not exceeding \$25,000.00 without Board approval.
- L. *Contracts for a Period Exceeding One Year:*
1. The Purchasing Agent of the District is hereby empowered and authorized to enter into contracts for the purchase of goods and services for a period to exceed one (1) year or more, subject to the approval of the Board of Commissioners of the District.
 2. Any such contract approved by the District Board and entered into by the District which is in excess of one (1) year or more, shall be a valid and binding obligation of the District.
 3. The Purchasing Agent shall have authority to enter into contracts for a period authorized by the Board, and may establish the commencement and expiration dates of any contract as necessary to permit the contract to commence upon the date of execution of the contract unless another date is specified in the contract documents. The Purchasing Agent may approve amendments to the contract provided that such amendment does not increase the amount of the contract by more than five thousand dollars (\$5,000.00) or extend the contract by more than sixty (60) days.
- M. *Competitive Bidding Contracts:* The purchases of contracts for supplies, materials, equipment and contractual services over \$25,000.00 shall be based on competitive bids or shall be based on competitive requests for proposals or requests for qualifications as provided in Section 1-8-2(N).

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1. ~~Authorization to Advertise for bids: The Using Department shall be responsible for requesting that the District Board authorize the advertisement of a competitive bid. The Purchasing Agent shall thereafter publish the advertisement in a secular newspaper of general circulation within the County.~~ The Purchasing Agent shall also post notification of the competitive bid on the Purchasing Agent's page of the District's web-site, located at www.fpdcc.com.
2. *Development and approval of specifications and contract terms:* The Using Department shall provide to the Purchasing Agent draft contract documents which shall include a description of the services or supplies to be procured, any minimum bidder qualifications, a description of the environment within which a successful bidder may be required to perform a site inspection, cost proposal information and any other information requested by the Purchasing Agent in order to prepare and finalize the bid specifications and contract documents. The Purchasing Agent may revise the draft documents prior to finalizing and issuing the contract documents.
3. *Pre-bid conferences.* The Using Department shall include the details of any pre-bid conferences in the draft contract documents submitted to the Purchasing Agent. Any changes to the date, time or place of a pre-bid conference must be communicated in writing, not less than three (3) business days prior to the originally scheduled Bid Opening, to the Office of the Purchasing Agent. The Purchasing Agent will issue an Addendum to all entities or persons registered as having picked up a Bid Package by the Office of the Purchasing Agent.
4. *Requests for information, clarifications or exceptions to contract documents:* As provided in the Instructions to Bidders, all requests for information, clarification or exceptions submitted by bidders must be directed in writing only to the Purchasing Agent, not less than 3 business days prior to the Bid Opening. Upon receipt of such a request, the Purchasing Agent's Office will determine if a response will be provided. If a Using Department receives a written inquiry, it shall be forwarded to the Purchasing Agent immediately. If the Using Department receives an oral inquiry, the prospective bidder shall be referred to the Instructions to Bidders which require that all inquiries be submitted in writing to the Purchasing Agent.
5. *Communications with bidders during bid process:* From the time a Bid Package is made available until the recommendation for award of the contract is approved by the Board, all communications from bidders must be directed in writing to the Purchasing Agent. All responses to inquiries regarding the status of a bid evaluation or award shall be provided by the Office of the Purchasing Agent in accordance with approved procedures.
6. *Bids to conform to conditions in advertisements:*
 - a. The District Board will not entertain or consider any bid:

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- (1) Received after the exact time for submission of bids specified in the advertisement for bids, except as may be extended in an Addendum issued to all bidders by the Purchasing Agent;
 - (2) Not accompanied by the required certified check; bid deposit; or bid, performance or payment bond (which bond requirement may be satisfied by a Surety's Statement of Qualifications for Bonding, with the actual Bond to be provided within fourteen (14) days of the award of the Bid);
 - (3) Not accompanied by the affidavits, certifications or economic disclosure statements required to be submitted pursuant to this Ordinance; or
 - (4) Which in any other way fails to fully comply with the terms and conditions of stated in the advertisement for bids.
- b. No bid may be changed, amended, or supplemented in any way after the exact time for submission of bids specified in the advertisement for bids. Any bidder that cancels, withdraws or modifies its bid after the bid opening will result in the bidder being deemed unqualified and will prohibit said bidder from receiving a District contract for a period of one (1) year from the date of bid opening. No certified check; bid deposit; or bid, performance or payment bond (which bond requirement may be satisfied by a Surety's Statement of Qualifications for Bonding, with the actual Bond to be provided within fourteen (14) days of the award of the Bid) may be accepted after the exact time for submission of bids specified in the advertisement for bids;
7. *Examination and tallying of bids:* All bids shall be opened and tallied at a time predetermined by the President. The bids shall then be reported to the District Board at the next meeting after the opening thereof. If it is evident that only one qualified bid has been submitted with respect to a particular contract, no bid envelope is opened and any sealed bid(s) shall be returned to the bidder(s) via mail unopened. The Purchasing Agent announces this fact and that the Purchasing Agent will thereafter determine whether to re-issue the solicitation of competitive bids as a result. The Purchasing Agent will then schedule a second bid opening date to allow for the contract to be re-bid. If it is determined that an error was made in announcing the Bid or there was a failure to read all bids into the record, the Purchasing Agent shall notify the Secretary of the Board of the need to reconvene the Bid Opening to correct the record. As soon as reasonably possible, the Bid Opening is reconvened for the purpose of correcting the record.
8. *Evaluation of Bids:* Immediately after the Bid Opening, a post bid meeting shall be scheduled wherein the Using Department reviews bids for technical specifications and other requirements. The time intervals required to evaluate bids are not always predictable. Bidders

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ITEM #1 cont'd

are responsible for monitoring the web-site or, if they lack web access, for calling the Office of Purchasing Agent in order to ascertain to whom the bid has been awarded.

9. *Contract award and execution:* The final recommendation for award shall be transmitted to the Board, through its Finance Committee, for approval of the recommendation for award and execution of a contract with the approved bidder. The Purchasing Agent shall ensure that all required certifications are executed and all due diligence is performed prior to the request to award and execute the contract.

10. *Right to reject bids reserved:* The District Board reserves the right to reject any bid for cause.

N. *Requests for Proposals or Requests for Qualifications:*

1. Contracts over \$25,000.00 which by their nature are not adaptable to award by competitive bidding, such as contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part; contracts for printing of Finance Committee pamphlets, controllers estimates, and departmental reports; contracts for the printing or engraving of bonds, tax warrants and other evidence of indebtedness; contracts for utility services such as water, light, heat, telephone, or telegraph; and contracts for the purchase of magazines, books, periodicals, and similar articles of an educational or instructional nature, and the binding of such magazines, books, periodicals, pamphlets, reports, and similar articles shall not be subject to the competitive bidding requirements of this Section.
2. Criteria for use of requests for proposals or requests for qualifications: Proposals for contracts over \$25,000.00 not adaptable to competitive bidding shall be solicited through the issuance of requests for proposals ("RFP") or requests for qualifications ("RFQ") unless otherwise approved by the District Board. RFPs and RFQs are appropriate when competitive bidding is not practicable or advantageous to the District. RFPs and/or RFQs may result in the negotiation of a contract with one or more proposers selected as the result of an evaluation process which includes the simultaneous consideration of multiple evaluation factors.
3. Notification: In order to issue an RFP or RFQ, the Using Department must notify the Purchasing Agent in writing that it intends to issue a RFP or RFQ.
4. Prescribed content of RFPs and RFQs: All RFPs and/or RFQs shall include such forms and provisions as shall be issued from time to time by the Office of the Purchasing Agent. These forms shall include, but not be limited to: Instructions to Proposers; General Conditions; Forest Preserve District Certification and Execution Forms and a Proposer Registration Form and all additional documents as required. The Using Department shall be responsible for developing appropriate special conditions, a proposer questionnaire and a cost proposal form.

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5. Review prior to issuance: RFPs and/or RFQs shall be submitted to the Office of the Purchasing Agent and Legal Department for review prior to their issuance. In addition to the direct transmittal of the RFP or RFQ to potential firms or individuals, all RFPs and RFQs shall be posted on the District's web-site.
6. Opening of RFPs and RFQs: The RFPs or RFQs shall be opened in the presence of one or more witnesses after the designated date for submission. A list of firms or individuals offering proposals or responding to RFQ's shall be submitted to the Purchasing Agent within twenty-four hours of RFP or RFQ opening. The contents of the RFP or RFQ shall not be disclosed to competing offerors during the process of negotiation. Any proposer that cancels, withdraws or modifies its proposal after the proposal due date without District approval will result in the proposer being deemed unqualified and will prohibit said proposer from receiving a District contract for a period of one (1) year. A record of proposals shall be prepared and shall be open for public inspection after contract award.
7. Evaluation: The Using Department shall identify the factors to be used in evaluating proposals, which information shall be set forth in the RFP or RFQ. These factors include, but are not limited to, price, experience and qualifications of the proposer, the quality and cost effectiveness of the proposal, and the demonstrated willingness and ability of the proposer to satisfy the requirements of the District as described in the request. The Using Department shall evaluate proposals and shall conduct any negotiations of a possible contract with one or more proposers.
8. Discussions. As provided in the RFP or RFQ, discussions may be conducted with responsible offerors who submit proposals determined to have the greatest likelihood of being selected for a contract for the purpose of clarifying and assuring full understanding of and responsiveness to the District's requirements. All offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before a recommendation is made to the Board of Commissioners for the purpose of obtaining best and final offers. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing offerors. Once an offer has been recommended to the Board of Commissioners, the Using Department, Purchasing and Legal Department shall finalize the contract terms for the Board's execution consideration.
9. Recommendations. The Using Department shall recommend that the District enter into a contract with the responsible proposer whose proposal or qualifications is determined in writing to be the most advantageous to the District, taking into consideration price, qualifications and the evaluation factors set forth in the request for proposals. The Using

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Department shall document the results of its evaluation and the reasons for its recommendation to the Purchasing Agent. The Using Department shall be responsible for requesting the Board of Commissioners authorize a contract with the recommended proposer. The authorization of the District Board of Commissioners to enter into a contract shall not result in a contract unless and until the Board has authorized the execution of the final contract documents upon the request of the Purchasing Agent. The Purchasing Agent's request to the Board for contract execution shall be subject to the proposed contractor's compliance with all applicable laws and District procedures and to the Purchasing Agent's review of the subject contract.

10. The Purchasing Agent is expressly authorized to procure from any Federal, State or local government unit or agency thereof such surplus materials, supplies, commodities, or equipment as may be made available through the operation of any legislation heretofore or hereinafter enacted without conforming to the competitive bidding requirements of this article. Regular employment contracts in the District service, whether with respect to the classified services or otherwise, shall not be subject to the provisions of this article, nor shall this article be applicable to the granting or issuance pursuant to powers conferred by laws, ordinances, or resolutions or license, permits, or other authorization by the District Board, or by departments, offices, institutions, boards, commissions, agencies or other instrumentalities of the District, nor to contracts or transactions, other than the sale or lease of personal property pursuant to which the District is the recipient of money.

O. *Purchase Procedure:*

1. *Purchases exceeding \$25,000.00:* The purchases of and contracts for supplies, materials, equipment and contractual services and all sales of personal property, equipment or other property which has become obsolete or unusable shall be based on competitive bids, except as provided in Subsection 5a and (6) of this section. If the amount involved is estimated to exceed \$25,000.00, sealed bids shall be solicited by public notice on the District's web-site. Such notices shall include a general description of the commodities or contractual services to be purchased or personal property, equipment or other property to be sold and shall state where all blanks and specifications may be obtained and the time and place for the opening of bids.
2. *Purchases of \$750.00 or less:* Purchases, excluding professional services, having a cost of \$750.00 or less may be made with "direct pay voucher" in the open market.
3. *Purchases greater than \$750.00 and less than \$25,000.00:* All purchases greater than \$750.00 and less than \$25,000.00 may be made in the open market without publication in a newspaper as above provided, but whenever practical shall be based on at least three competitive bids.

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4. *Authorization for purchases over \$25,000.00:* No purchases, orders or contracts of \$25,000.00 or more shall be made unless authorized by the District Board. All sales of obsolete or unusable material, property, or equipment shall be made to the highest bidder, except as provided for in Subsection 5a and 6 of this section.

5. *Determination of award:* All purchases, orders, or contracts, except those which by their nature are not adaptable to award by competitive bidding, shall be awarded to the lowest responsible bidder, taking into consideration the qualities of the articles supplied, their conformity with the specifications, their suitability to the requirements of the District and the delivery terms. In the determination of the award to the lowest responsible bidder, nothing herein shall be interpreted to preclude an award to a bidder other than the lowest actual bidder if such an award is made in furtherance of affirmative action policies adopted by the District Purchasing Agent for the promotion of nondiscriminatory hiring practices and equal employment opportunity. Provided, however, that the award of all contracts shall be responsible and reasonable. Any bid may be rejected and new bids may be solicited if the public interest is served thereby. Each bid, with the name of the bidder, shall be entered on a record with the successful bid indicated thereon. After the award of the purchase, order, or contract, said record shall be open to public inspection. A copy of all contracts shall be filed with the District Legal Department and Purchasing Agent.

6. *Distribution of assets:*
 - a. Notwithstanding the provisions of Subsections (a) and (b) of this section, the District Board reserves the right to designate certain unusable, surplus and/or obsolete personal property, equipment or other property (hereinafter referred to collectively as "assets") for distribution as charitable donations. Assets may be designated for distribution as charitable donations, if:
 - (1) A determination has been made that the assets are not needed by any department or division of the District;
 - (2) The assets are of a type that would provide a beneficial service in either the medical or education fields to a another entity; and
 - (3) The recipient of the assets is a legitimate nonprofit organization, local or foreign governmental entity.
 - b. The assets shall be transferred by an appropriate instrument of transfer, which shall include:
 - (1) A provision that requires the recipient to use the property in a manner that

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primarily promotes the implementation or improvement of educational services available to the public; and

- (2) A provision that indicates that ownership of the assets automatically reverts to the District if the entity at any time fails to use the property in that manner.

The responsibility for determining the recipient of the donation, pursuant to the above guidelines shall reside in the Office of the President of the District Board, with approval by the District Board.

- P. *Sole Source Procurements:* Contracts may be awarded without use of competitive sealed bidding, RFP or RFQ process when there is only one economically feasible source for the item. Sole source contracts must be indicated clearly and certified as sole source by both the Using Department and Purchasing Agent prior to District Board approval. Q. *Emergency Purchases:* The Purchasing Agent may make emergency procurements without competitive sealed bidding, RFP or RFQ process, or prior approval of the Board when there exists a threat to public health or public safety, or when immediate expenditure is necessary for repairs to District property in order to protect against further loss of or damage to District property, to prevent, or minimize serious disruption in District services, or to ensure the integrity of District records. Emergency procurements shall be made with as much competition as is practicable under the circumstances. A written description of the basis for the emergency and reasons for the selection of the particular contractor shall be included in the contract file. Said emergency purchases shall be communicated to the Board within five (5) business days of procuring said emergency purchases provided such purchases exceed \$25,000.00.
- R. *Preference to Citizens on Public Works Projects:* The Purchasing Agent shall specify in the call for bids in any contract for public works that such contractors bidding on public works contracts of the District shall conform to the Public Works Preference Act (30 ILCS 560/0.01 et seq.). The Purchasing Agent in awarding the contract shall cause to be inserted in the contract a stipulation to the effect that the contractor shall conform to such Act.
- S. *Responsible bidder for bids for construction, maintenance, and repair of public works* shall mean a bidder who meets all of the job specifications, the following applicable criteria, and submits evidence of such compliance:
 1. All applicable laws prerequisite to doing business in the State of Illinois.
 2. Evidence of compliance with:
 - (a) Federal Employer Tax Identification Number or Social Security Number (for individuals);
 - (b) Provision of Section 2000 (E) of Chapter 21, Title 42 of the United States Code and

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Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer Provisions).

3. Certificates of insurance indicating the following coverage; general liability, workers compensation, completed operation, automobile, hazardous occupation, product liability and professional liability insurance.
4. Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance, and retirement for those trades covered in the Act.
5. Active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded contract for all bidders and subcontractors.
6. Certified payrolls as specified in 820 ILCS 130/5 for all contractors and subcontractors.

For purposes of this Section 1-8-2 S., the terms "public works" and "construction" shall have the meanings set forth in the Illinois Prevailing Wage Act, 820 ILCS 130/2. Moreover, it is expressly understood that the term "public works" shall not include snow removal, landscaping, tree trimming, and tree removal unless such activities are done in conjunction with, or in preparation for, new construction or the repair, maintenance, assembly or disassembly of equipment owned or leased by the District.

T. *Living Wage:*

1. Unless expressly waived by the District Board, not less than a living wage shall be paid to each employee of any employer that is awarded a contract or subcontract with the District.
2. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Contract means any written agreement requiring Board approval whereby the District is committed to expend or does expend funds in connection with any contract or subcontract which requires in the performance thereof the employment of any number of full time non-District employees, including, but not limited to, the following classifications: cashier, clerical, custodial, day laborer, elevator operator, and security guard. The term "contract" shall not include contracts with not-for-profit organizations or community development block grants.

Contracting agency means the Forest Preserve District of Cook County.

Eligible contractors means any person or business entity awarded a contract or subcontract by

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the District which requires in the performance thereof the employment of any number of full time non-District employees, including, but not limited to, the following classifications: cashier, clerical, custodial, day laborer, elevator operator, leased employee, parking attendant, and security guard.

Employee means any individual permitted to work on a full-time basis by an employer in an occupation pursuant either to work performed under a specific District contract. The term "employee" does not include an individual who is the employer's parent, spouse or child or other members of the employer's immediate family. This definition of employee may be further defined by the Cook County Bureau of Human Resources.

Employer means any person or business entity that employs one or more full-time employees, excluding the parent, spouse, child or other members of the employer's immediate family. Employer does not include not-for-profit organizations.

Living wage means a minimum wage of no less than \$9.43 per hour if employee health benefits are provided, or \$11.78 per hour without health benefits. The employee health benefit contribution shall not exceed twenty-five (25) percent of the health insurance premium. As of January 1, 2006, and each January 1 thereafter, the living wage shall be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the United States Department of Health and Human Services, to constitute the following: there will be an annual adjustment calculated as one hundred (100) percent of the federal poverty line for a family of four (4) (as defined by the U.S. Department of Health and Human Services) with health benefits and one hundred twenty-five (125) percent of the federal poverty line for a family of four (4) without health benefits.

Not-for profit organization means a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under State not-for-profit law.

3. Every contract shall contain a provision or provisions stipulating that they are currently paying the living wage required to be paid to the employees listed under the definition of living wage set forth in this section and each such contract shall further contain provisions obligating the eligible contractor, or subcontractor of such eligible contractor, to pay its employees for work at not less than the living wage.
4. The Purchasing Agent shall require as part of the bidding and sole source procedure that any covered contractor provide the District certification of its compliance with this section.
5. Any contract that violates the provisions contained in this section shall be subject to cancellation by the District Board.

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6. Any contractor disqualified from eligibility by the District Board shall be ineligible for two (2) years following violation of this section.
7. This section shall not apply to any contract with the District entered into prior to the effective date of the ordinance from which this section is derived.

U. *Disqualification for Non-Compliance with Child Support Orders:*

1. For purposes of this section, the following words and phrases shall have the following meanings:

Court ordered child support arrearage means that the Circuit Court of Cook County has issued an order declaring the respondent in arrearage on his or her child support obligations in a specific amount as of the date of that order or, that another Illinois court of competent jurisdiction has issued such an order.

Child support withholding notice means any income withholding notice which pursuant to the applicable governing law, directs the payor:

- (a) To withhold a dollar amount equal to the order of child support; and/or
 - (b) To withhold a dollar amount equal to or towards paying off any unpaid child support obligations; and/or
 - (c) To enroll a child as a beneficiary of a health insurance plan and withhold or cause to be withheld any required premiums, and also includes any order issued by the Circuit Court of Cook County or another Illinois court of competent jurisdiction which similarly directs the payor.
2. No person or substantial owner shall be authorized to enter into a contract or awarded a contract for supplies, materials, equipment or contractual services with the District that is delinquent in the payment of a court-ordered child support arrearage.
 3. Once a contract is awarded to a person or substantial owner subject to such an order, then after notice from the District of such noncompliance and a 30 day opportunity to cure, such delinquency shall be an event of default. Compliance shall be evidenced by canceled checks paid to obligee or official clerk's records that payments were received on behalf of obligee.
 4. The Purchasing Agent is hereby authorized to do the following:
 - (a) Investigate the child support payment records of any contractor to determine court ordered support arrearages;

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- (b) Investigate all contractors' compliance with child support withholding notices;
- (c) Provide information on contractors to the appropriate County and State of Illinois entities, to the extent allowed by law; to assist those offices in the enforcement of child support obligations;
- (d) Provide the names and business addresses of contractors to persons seeking to enforce court ordered child support arrearages and child support withholding notices, and their legal representatives, to the extent allowed by law, on the condition that such information be used solely for the purpose of assisting in child support enforcement; provided that the names and identifying information of persons seeking to enforce child support orders shall be deemed confidential; and
- (e) To promulgate regulations relating to the operation of this section.

V. *Disqualification due to Prior Default or Termination:*

1. No person or business entity shall be awarded a contract or subcontract if that person or business entity has had an awarded contract terminated for cause by the District Board. The period of ineligibility shall continue for twenty-four (24) months from the date the District Board terminates the contract. In addition, the District Board may at its sole discretion terminate any and all currently existing contracts by, between, or with the District and such person or business entity.
2. Persons or business entities may apply to the District Board or persons designated by the District Board for a reduction or waiver of the ineligibility period. The application shall be in writing and shall include documentation that one or all of the following conditions have occurred:
 - (a) There has been a bona fide change in ownership or control of the business entity;
 - (b) Disciplinary action has been taken against the person responsible for the acts giving rise to the ineligibility;
 - (c) Remedial action has been taken to prevent a recurrence of the acts giving rise to the ineligibility; or
 - (d) The District Board determines that the conduct of the entity does not constitute a pattern of behavior.
3. At the request of a District department head, the District Board may suspend the ineligibility of a person or business entity in order to allow for the award of a contract. The department

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head shall provide sufficient facts to establish that the public health, safety or welfare of the District requires the goods and services at a comparable price and quality from other sources is not feasible. In the event the District Board grants a suspension, the period of ineligibility for the award of a new contract shall recommence from the date of completion of the contract awarded pursuant to the suspension of the ineligibility period, and shall continue for the remainder of the twenty-four (24) month period of ineligibility.

4. The determination to reduce or waive the period of ineligibility, or to suspend ineligibility for a specific contract, shall be made in writing and shall specify the reasons for the decision.
5. In addition to the ineligibility provided in this Section, the Purchasing Agent may reject a specific bid or proposal, or a subcontractor proposed to be used in connection with that bid or proposal, submitted by any person or business entity if that person or business entity is in arrears upon any debt to the District or is in default of any Contract with the District, or is a defaulter, as surety or otherwise upon any obligation to the District, or is otherwise prohibited by law or Ordinance from entering into the Contract. In addition, the Purchasing Agent may reject a bid or proposal, or a subcontractor proposed to be used in connection with that bid or proposal, submitted by any person or business entity deemed unqualified due to insufficient or unsatisfactory history of creditworthiness or experience in performing other contracts, including those involving the types of responsibilities required under the Contract Documents.

W. *False Statements:* Any person, substantial owner or business entity who knowingly makes a false statement of material fact to the District in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the District for a penalty of \$500.00. Additionally, all District contracts shall provide for up to three times the amount of damages which the District sustains because of the person's violation of this section and the District's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the District Code.

X. *Comparative government procurement:* If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the District, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in the Procurement Code.

Y. *Innovative procurement:* (a) the Purchasing Agent may make a Procurement using innovative methods of procurement, including but not limited to electronic procurement, reverse auctions,

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electronic bidding, electronic auctions, prequalification, and pilot procurement programs that have no cost to the District. In order to implement innovative methods of procurement, either directly or through a service provider, the Purchasing Agent must make a determination that such process is competitive and in the best interest of the District.

Z. Joint Procurements: Procurements may be made pursuant to the Governmental Joint Purchasing Act, 30 ILCS § 525.

ZZ. Consortium and group procurements: Procurements may be made pursuant to the District's membership or participation in a purchasing consortium, provided that the Board has approved such membership or participation, for, at least in part, the purpose of obtaining advantageous pricing and other efficiencies for the District. Procurements made through a purchasing consortium shall be approved and executed as set forth in this Procurement Code.

(Ord. of 4-6-93; Ord. of 3-6-97, §§ 1—4; Ord. No. 04-O-03-10-02, § 1, 6-8-05; Ord. of 6-8-05; Ord. No. 07-O-09-05-02, 9-5-07; Ord. No. 08-O-03, 6-4-08; Ord. of 6-4-08; Ord. No. 11-O-02, 2-9-11; Ord. No. 11-O-07, 7-13-11; Ord. No. 11-O-13, 11-2-11)

1-8-3: - WAGE RATES FOR PUBLIC WORKS EMPLOYEES.

- A. *Wage Rates Provided:* 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 anyone 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 District is hereby ascertained to be the same as the prevailing rate of wages for construction work in the District area as determined by the Department of Labor of the State as of June 1992, a copy of that determination being attached to Ordinance dated July 7, 1992, 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 District. The definition of any terms appearing in this Section which are also used in the aforesaid Act shall be the same as in said Act.
- B. *Applied to Public Works Employment:* 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 District to the extent required by the aforesaid Act.
- C. *Rates to be Posted:* The Bureau of Human Resources (County) shall publicly post or keep available for inspection by an 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

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determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

- D. *Rates to be Furnished to Employees:* The Bureau of Human Resources (County) 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.
- E. *Filing With State:* The Bureau of Human Resources (County) shall promptly file a certified copy of this Section with both the Secretary of State and the Department of Labor of the State of Illinois.
- F. *Publication:* The Bureau of Human Resources (County) shall cause to be published in a newspaper of general circulation within the area a copy of this Section, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.
- G. *Rates Included in Calling for Bids in Contracts:* The Purchasing Agent of the Forest Preserve District 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 (County), shall be paid for each craft or type of work needed to execute the contract or to perform such work. The Purchasing Agent, 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 (County) shall be paid to all laborers, workers and mechanics performing work under the contract, and the Purchasing Agent 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.
- H. *Underpayment of Wages; Penalty:* In the case of any underpayment of the prevailing wage, a penalty of twenty (20) percent of the underpayment shall be assessed against the contractor or subcontractor; and the twenty (20) percent penalty shall be payable to the Illinois Department of Labor. Any underpayment that has not been repaid to a worker within thirty (30) days of violation is subject to an additional two (2) percent of the underpayment as a punitive damage assessment. This is payable to the worker.
- I. *Debarment of Contractor:* 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.

PRESIDENT (continued)

ITEM #1 cont'd

(Ord. of 7-7-92; Ord. No. 07-O-09-05-02, 9-5-07)

1-8-4: - PROPERTY TAX RELIEF.

- A. Except as otherwise provided in Subsections B and C of this Section, beginning with the real estate tax levy for 1995 for real estate taxes paid in 1996 and for all subsequent years, the Board of Commissioners of the District shall not increase the aggregate real estate tax levy for the Corporate Fund, the Construction and Development Fund, the Zoological Fund and the Botanic Garden Fund (for purposes of this Section, the "Aggregate Levy") for any year over the prior year's Aggregate Levy by an amount greater than 5% or the percentage increase in the Consumer Price Index during the 12 month calendar year preceding the levy year, whichever is less. For purposes of this Section, "Consumer Price Index" means the Consumer Price Index for all Urban Consumers for all items published by the United State Department of Labor.
- B. The Board of Commissioners of the District may adopt an Aggregate Levy for any year in excess of the limitation set forth in Section A if approved by a two-thirds (2/3) vote of the Commissioners then holding office.
- C. The Board of Commissioners of the District may increase the Aggregate Levy for any year in excess of the limitation set forth in Section A to include the following pursuant to the procedure set forth in Section 18-185 of the Property Tax Code, 35 ILCS 200/18-185:
 - (1) Any property annexed into the County of Cook during the levy year; and
 - (2) Any new property created in the County of Cook during the levy year.

For purposes of this Section, "new property created" means the assessed value, after final Board of Appeals action, of new improvements or additions to existing improvements on any parcel of real property that increase the assessed value of that real property during the levy year.

(Ord. of 3-1-94)

PRESIDENT (continued)

**PROPOSED ORDINANCE
AN ORDINANCE CREATING A FOREST PRESERVE**

ITEM #2 (see related item #21) APPROVED

Submitting a Proposed Resolution sponsored by

TONI PRECKWINKLE, President, Forest Preserve District of Cook County Board of Commissioners

AN ORDINANCE CREATING A FOREST PRESERVE in part of Section 33, Township 36 North, Range 12, East of the Third Principal Meridian, all in Cook County, Illinois.

WHEREAS, The Board of Forest Preserve Commissioners of the Forest Preserve District of Cook County, Illinois, pursuant to the statutes in such case made and provided, has from time to time acquired by purchase, condemnation, gift, grant, or devise, lands necessary and desirable for Forest Preserve purposes containing one or more natural forests or parts thereof, or lands connecting such forests or parts thereof, or lands capable of being reforested for the purpose of protecting and preserving the flora, fauna, and scenic beauties within the Forest Preserve District of Cook County, Illinois, and to restore, restock, protect, and preserve the natural forests and said lands together with their flora and fauna, as nearly as may be, in their natural state and condition, for the purpose of the education, pleasure, and recreation of the public; and

WHEREAS, the said Board of Forest Preserve Commissioners of the Forest Preserve District of Cook County, Illinois has also acquired in like manner lands for the consolidation of such preserves into unit areas of a size and form convenient and desirable for public use and economical maintenance and improvement, and lands for the purpose of connecting such preserves with forested ways or links in order to increase their accessibility, use, and enjoyment, and lands for improvement by forestation, roads, and pathways; and

WHEREAS, the Board of Commissioners of the Forest Preserve District of Cook County, Illinois has in a like manner acquired lands along water courses or elsewhere which, in their judgment, were required to control drainage and water conditions and necessary for the preservation of forested areas required or to be acquired as preserves and lands for the purpose of extension of roads and forested ways around and by such preserves and for parking space for automobiles and other facilities not requiring forested areas but incidental to the use and protection thereof; and

BE IT ORDAINED by the Board of Forest Preserve Commissioners of the Forest Preserve District of Cook County, Illinois as follows:

Section 1. That a unified Forest Preserve be and the same is hereby created within the Forest Preserve District of Cook County, Illinois, which shall contain and connect lands now owned and lands to be acquired in substantial accordance with the plat now on file in the office of the General Superintendent of the Forest Preserve District of Cook County, Illinois, which by reference is hereby made part thereof, and for the purposes of said Forest Preserve and for the carrying out of the statutory purposes more particularly set out in the preamble of this ordinance, it is necessary and desirable for the Forest Preserve District of Cook County, Illinois to own and it shall acquire property hereinafter described in Section 2 of this ordinance, for the purpose of creating a Forest Preserve and for Forest Preserve uses.

PRESIDENT (continued)

ITEM #2 cont'd

Section 2. That the lands referred to in Section 1 of this ordinance are more particularly described as follows:

THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
P.I.N.: 27-33-300-001-0000

Section 3. This ordinance is hereby made and ordained to be severable as to each parcel of land or portion thereof or right of interest in any of the same hereby authorized to be acquired, and failure to acquire any of the said parcels of land described in Section 2 hereof or right of interest in any of the same shall not impair or invalidate the authority by this ordinance granted to hold, own, or acquire any other of said parcels or any right or interest therein, it being the intention of said Board of Forest Preserve Commissioners to carry out the general plan provided in this ordinance so far as legally and financially practicable, and to negotiate for purchases, condemn, or otherwise acquire from time to time the several parcels of land described in Section 2 hereof and all right or interest therein.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

District 17

PROPOSED RESOLUTION

ITEM #3 APPROVED

Submitting a Proposed Resolution sponsored by

TONI PRECKWINKLE, President, Forest Preserve District of Cook County Board and WILLIAM M. BEAVERS, JERRY BUTLER, EARLEAN COLLINS, JOHN P. DALEY, JOHN A. FRITCHEY, BRIDGET GAINER, JESUS G. GARCIA, ELIZABETH "LIZ" DOODY GORMAN, GREGG GOSLIN, JOAN PATRICIA MURPHY, EDWIN REYES, TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE, LARRY SUFFREDIN AND JEFFREY R. TOBOLSKI, Forest Preserve District of Cook County Board of Commissioners

**PROCLAIMING SEPTEMBER 29, 2012,
NATIONAL PUBLIC LANDS DAY IN COOK COUNTY**

WHEREAS, the National Environmental Education and Training Foundation is coordinating the 18th Annual National Public Lands Day to be held on September 29, 2012; and

WHEREAS, National Public Lands Day was created to educate Americans about critical environmental and natural resources issues and the need for shared stewardship of valued, irreplaceable lands; to build partnerships between the public sector and local community based on mutual interests in the enhancement and restoration of America's public lands; and to improve public lands for outdoor activities; and

PRESIDENT (continued)

ITEM #3 cont'd

WHEREAS, National Public Lands Day began in 1994 with three sites and 700 volunteers; and

WHEREAS, in 2011, more than 170,000 volunteers pitched in at 2,067 sites in all 50 states, the District of Columbia and many U.S. Territories on National Public Lands Day. Those efforts resulted in:

- the collection of an estimated 23,000 pounds of invasive plants;
- the maintenance of an estimated 1,500 miles of trails;
- the planting of an estimated 100,00 trees, shrubs and other native plants;
- the removal of an estimated 500 tons of trash; and
- the contribution of an estimated \$17 million.

WHEREAS, on September 29, 2012, volunteers will be removing invasive species and burning brush piles at Watersmeet Woods in Northfield, Illinois; and

WHEREAS, National Public Lands Day, co-sponsored by the National Environmental Education Foundation, the Bureau of Land Management, the Bureau of Reclamation, the Department of Defense, the Environmental Protection Agency, the National Park Service, U.S. Army Corps of Engineers, the U.S. Fish and Wildlife Service and the USDA Forest Service, has become an annually anticipated event for local participation on publicly held lands in Cook County; and

WHEREAS, the Forest Preserve District of Cook County has preserved over 68,343 acres of open land, which is approximately 11 percent of Cook County's land mass; and

WHEREAS, the holdings of the Forest Preserve District represent one of the largest urban public land areas in the Country; and

WHEREAS, the Forest Preserves of Cook County provide numerous natural and cultural resources for environmental learning, wildlife appreciation, and outdoor activities; and

WHEREAS, land conservation builds awareness among urban dwellers with concerns about planned development, shared land use, preservation of wild areas and natural habitats, and the benefits realized by diligent restoration and enhancement efforts; and

WHEREAS, the Forest Preserve District recognizes the importance of educating the public about the significance of our public lands and the vital role our forest preserves play in local and regional ecosystems; and

WHEREAS, the District values and greatly appreciates the generous contributions of more than 4,000 volunteers and 41 master stewards who give their time to help manage, restore, and care for our forest preserve land each year; and

WHEREAS, the Forest Preserve District works in partnership with residents, civic organizations, governmental entities, and the business community to protect, preserve, and expand its public land holdings for the enjoyment and education of future generations.

PRESIDENT (continued)

ITEM #3 cont'd

WHEREAS, the Forest Preserve District works in partnership with residents, civic organizations, governmental entities, and the business community to protect, preserve, and expand its public land holdings for the enjoyment and education of future generations.

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of the Forest Preserve District of Cook County does hereby proclaim September 29, 2012 National Public Lands Day in Cook County; and

BE IT FURTHER RESOLVED, Commissioners, staff, and residents are encouraged to support the 18th Annual National Public Lands Day by organizing, promoting, or participating in a work project in Cook County; and

BE IT FURTHER RESOLVED, the Forest Preserve District will keep a list of National Public Lands Day work sites in Cook County and will make this information available to residents by phone or on its website; and

BE IT FURTHER RESOLVED, that a suitable copy of this resolution be tendered to the National Environmental Education and Training Foundation as a symbol of this auspicious occasion and let it also be spread upon the official proceedings of this Honorable Body.

**PROPOSED RESOLUTION
HONORING WILLIAM "BILLY" EARL CASPER, JR.**

ITEM #4 APPROVED AS AMENDED AT THE BOARD MEETING

Submitting a Proposed Resolution sponsored by

TONI PRECKWINKLE, President, Forest Preserve District of Cook County Board of Commissioners and WILLIAM M. BEAVERS, JERRY BUTLER, EARLEAN COLLINS, JOHN P. DALEY, JOHN A. FRITCHEY, BRIDGET GAINER, JESUS G. GARCIA, ELIZABETH "LIZ" DOODY GORMAN, GREGG GOSLIN, JOAN PATRICIA MURPHY, EDWIN REYES, TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE, LARRY SUFFREDIN AND JEFFREY R. TOBOLSKI, Forest Preserve District of Cook County Board Commissioners

WHEREAS, William "Billy" Earl Casper, Jr., was born on June 24, 1931 in San Diego, California; his father introduced him to golf at age five; and

WHEREAS, Mr. Casper attended the University of Notre Dame on a golf scholarship; and

WHEREAS, afterward Mr. Casper returned to San Diego to marry his wife, Shirley, in 1952; they have raised 11 children together; and

PRESIDENT (continued)

ITEM #4 cont'd

WHEREAS, Mr. Casper turned professional in 1954; as an American professional golfer, Mr. Casper had 68 professional wins (7th all-time) and 51 PGA Tour wins; he was a formidable leader in golf, especially from the mid-1950s to the mid-1970s; and

WHEREAS, between 1964 and 1970, Mr. Casper won 27 U.S. events on the PGA Tour – two more than Jack Nicklaus and six more than Arnold Palmer and Gary Player combined; and

WHEREAS, in 1978 Mr. Casper was inducted into the World Golf Hall of Fame, the PGA Hall of Fame in 1982 and Mr. Casper was also inducted into the Utah Golf Hall of Fame; and

WHEREAS, in 2000, Mr. Casper was ranked as the 15th greatest golfer of all time by *Golf Digest Magazine*; and

WHEREAS, Mr. Casper opened Billy Casper Golf in 1989 now the largest operator of golf facilities in the U.S. with over 130 facilities; and

WHEREAS, Mr. Casper has made a significant impact on the residents of Cook County by operating the eleven Cook County Forest Preserve District of Cook County golf facilities since 2003; and

WHEREAS, Mr. Casper has greatly increased use of the facilities by residents, as well as making a significant increase in the financial performance for Cook County

WHEREAS, Mr. Casper is considered by many to be the best putter of his era; and

WHEREAS, since finishing his professional golf career, Mr. Casper has designed many golf courses; additionally, his management company is the second-largest operator of golf courses in the United States, having managed, at one time, 125 golf facilities; and

WHEREAS, Mr. Casper is active in charitable work for children and hosts an annual tournament at the San Diego Country Club for “Billy’s Kids.”

NOW, THEREFORE, BE IT RESOLVED, that I, President Toni Preckwinkle, and the Cook County Board of Commissioners, on behalf of the residents of Cook County, do recognize William “Billy” Earl Casper, Jr., for the exceptional contributions he has made to the professional sport of golf in America, as well as for his selfless philanthropy, and may a suitable copy of this Resolution be tendered herewith to William “Billy” Earl Casper, Jr.

PRESIDENT (continued)

**PROPOSED RESOLUTION
HONORING JOHN ELLIOTT FOR THE NATIONAL ASSOCIATION OF COUNTY PARKS
AND RECREATION OFFICIALS LIFETIME ACHIEVEMENT AWARD**

ITEM #5 APPROVED AS AMENDED AT THE BOARD MEETING

Submitting a Proposed Resolution sponsored by

TONI PRECKWINKLE, President, Forest Preserve District of Cook County Board of Commissioners and WILLIAM M. BEAVERS, JERRY BUTLER, EARLEAN COLLINS, JOHN P. DALEY, JOHN A. FRITCHEY, BRIDGET GAINER, JESUS G. GARCIA, ELIZABETH "LIZ" DOODY GORMAN, GREGG GOSLIN, JOAN PATRICIA MURPHY, EDWIN REYES, TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE, LARRY SUFFREDIN AND JEFFREY R. TOBOLSKI, Forest Preserve District of Cook County Board Commissioners

WHEREAS, in July, the National Association of County Parks and Recreation Officials held their annual, national awards event which recognizes and honors excellence in county, regional and special-district-level Parks and Recreation throughout the nation; and

WHEREAS, John Elliott, who recently retired as the Forest Preserve's Education Manager, was selected for the Lifetime Professional Award recognizing his profound impact on the Forest Preserve's education program; and

WHEREAS, John initiated and guided the District's naturalist training program, coordinated comprehensive interpretive planning for the District's six nature centers, and also created exciting educational programming connecting people of all backgrounds and ages with nature; and

WHEREAS, the Forest Preserve District is honored by this recognition and grateful to John for his role in shaping the District's exemplary education program; and

NOW, THEREFORE, BE IT RESOLVED, I, Toni Preckwinkle, President, and the Cook County Forest Preserve District Board of Commissioners, hereby congratulate Mr. Elliott, and express our sincere thanks to him for all of the dedicated work that he put forth to earn this fine accolade.

**PROPOSED RESOLUTION
HONORING THE POPLAR CREEK FOREST
AND ~~SHOE FACTORY~~ CARL R. HANSEN WOODS NATURE PRESERVE AND THEIR
SUCCESSFUL COLLABORATION BETWEEN THE VOLUNTEERS AND FOREST
PRESERVE DISTRICT OF COOK COUNTY STAFF**

ITEM #6 APPROVED AS AMENDED AT THE BOARD MEETING

Submitting a Proposed Resolution sponsored by

PRESIDENT (continued)

ITEM #6 cont'd

TONI PRECKWINKLE, President, Forest Preserve District of Cook County Board of Commissioners, **WHEREAS**, in July, the National Association of County Parks and Recreation Officials held their annual, national awards event which recognizes and honors excellence in county, regional and special-district-level Parks and Recreation throughout the nation; and

WHEREAS, the Poplar Creek Forest and ~~Shoe Factory~~ Carl R Hansen Woods Nature Preserve was selected for the Environmental/Conservation Award, recognizing the successful collaboration between volunteers and Forest Preserve staff in restoring 610 acres of diverse ecosystems including tall grass prairies and wetland habitats; and

WHEREAS, the restoration efforts resulted in the return of native plants, birds, and animals that now thrive in these healthy and diverse settings; and

WHEREAS, since 1989, volunteers have been giving more than 2,000 hours annually to this project and this award acknowledges their dedication and effort in preserving and restoring this area; and

WHEREAS, the Forest Preserve District is grateful to its staff and volunteers for their hard work and dedication to the District's mission.

NOW, THEREFORE, BE IT RESOLVED, I, Toni Preckwinkle, President, and the Cook County Forest Preserve District Board of Commissioners, hereby congratulate the staff and volunteers who have earned this fine accolade on the restoration of this important natural area.

**PROPOSED RESOLUTION
TO APPROVE A COLLECTIVE BARGAINING AGREEMENT,
SALARY SCHEDULE AND WAGE ADJUSTMENTS**

ITEM #7 REFERRED TO COMMITTEE ON LABOR

Submitting a Proposed Resolution sponsored by

TONI PRECKWINKLE, President, Forest Preserve District of Cook County Board of Commissioners

WHEREAS, the Forest Preserve District of Cook County (the "District") recently received an interest arbitration award, pursuant to Section 14 of the Illinois Public Labor Relations Act, 5 ILCS 315/14, with respect to the wages, salary schedule, and other terms and conditions of employment for the police sergeants of the District Police Department, all of whom are members of the Illinois Fraternal Order of Police Labor Council (Sergeants) collective bargaining unit;

PRESIDENT (continued)

ITEM #7 cont'd

WHEREAS, the terms and conditions of the aforementioned interest arbitration award are incorporated into a proposed Collective Bargaining Agreement between the District and the Illinois Fraternal Order of Police Labor Council (Sergeants) for the period of January 1, 2009 through December 31, 2012;

WHEREAS, the aforesaid award provides for a retroactive salary payment as follows:

<u>Effective for hours worked beginning:</u>	<u>Increase</u>
January 1, 2009	2%
January 1, 2010	1.5%
January 1, 2011	2%
January 1, 2012	2.0%
July 1, 2012	1.0%

WHEREAS, effective January 1, 2011, the aforesaid award also provides for a newly created "Step 10" for Sergeants that have at least 25 years of service;

WHEREAS, Step 10 will be 4% higher than the Step 9 rate as of January 1, 2011;

NOW, THEREFORE, BE IT RESOLVED that the District Board of Commissioners does hereby approve the proposed Collective Bargaining Agreement between the District and the Illinois Fraternal Order of Police Labor Council (Sergeants) for the period of January 1, 2009 through December 31, 2012 including, but not limited to the retroactive wage payments and salary increases reflected therein, as outlined above, for covered employees who were duly appointed and in active payroll status with the District on the date of passage and approval of this Resolution; and

BE IT FURTHER RESOLVED, that the District Director of Human Resources, Chief Financial Officer, and Comptroller are hereby authorized to implement the Salary Schedule and wage adjustments as awarded and otherwise outlined above; and

BE IT FURTHER RESOLVED, that the District Comptroller is hereby directed to make all payments consistent with this resolution.

Adopted this 11th day of September, 2012.

COMMISSIONERS

COMMITTEE REPORTS

ITEM #8 APPROVED

The following item was approved by poll on July 27, 2012

Real Estate July 24, 2012

COMMISSIONERS (continued)

ITEM #8 cont'd

In accordance with Forest Preserve District Code, Sec. 1-5-4-2 Emergency polling, the vote on the poll taken July 12, 2012 of the Board of Commissioners is as follows: 15-Yeas; 0-Nays; 1-Absent; 1-Present.

ITEM #9

Rules ... **APPROVED** September 11, 2012

Finance... **APPROVED** September 11, 2012

OFFICE OF THE GENERAL SUPERINTENDENT

GRANT AWARDS

AUTHORIZATION TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICES FOR RESTORATION ACTIVITIES AT POWDERHORN PRAIRIE

ITEM #10 APPROVED

Transmitting a Communication, dated September 11, 2012

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the District to accept a grant award in the amount of \$33,646.65, 50% of the total project cost, from the United States Department of Agriculture (USDA) Natural Resources Conservation Services, Champaign, Illinois, to conduct restoration activities at Powderhorn Prairie, a designated Illinois Nature Preserve site, located in Burnham, Illinois. The grant will facilitate the efforts of the Forest Preserve District of Cook County (the "District") to remove invasive plants, thereby improving the ecological health of the site. Two interpretive signs will be installed that highlight the unique plant and animal communities present at Powderhorn Prairie. If the aforementioned grant is accepted, the District will be obligated to provide a 1:1 match in support of this project.

The District's Chief Financial Officer has reviewed and approved the proposed expenditures.

Estimated Fiscal Impact (Grant Match): \$33,646.65. Account: Capital Improvement Fund/ 090200-670055. Grant Award: \$33,646.65. Funding period: October 1, 2012 through October 1, 2014

OFFICE OF THE GENERAL SUPERINTENDENT (continued)

**AUTHORIZATION TO ACCEPT A GRANT FROM GREAT LAKES RESTORATION
INITIATIVE VIA THE NATIONAL FISH AND WILDLIFE FOUNDATION TO REMOVE
INVASIVE SPECIES IN THE THORNTON-LANSING ROAD NATURE PRESERVE**

ITEM #11 APPROVED

Transmitting a Communication, dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the District to accept a grant award in the amount of \$100,000.00 from the Great Lakes Restoration Initiative via the National Fish and Wildlife Foundation, Washington, DC, to facilitate the efforts of the Forest Preserve District of Cook County (the "District") to restore more than 130 acres of Lakeplain habitat including sand savanna, sand prairie, marsh swale, and riparian woodlands by removing invasive species in the Thornton-Lansing Road Nature Preserve, one of the District's most ecologically significant sites, located in the Millennium Reserve: Calumet Core area. The total project cost is estimated to be \$219,920.00.

The District's Chief Financial Officer has reviewed and approved the proposed expenditures.

Estimated Fiscal Impact: \$119,920.00 (Grant Match). Grant Award: \$100,000.00. Funding Period: October 1, 2012 through October 1, 2014. Account: Capital Improvement Fund/090200-670055.

**AUTHORIZATION TO ACCEPT A GRANT FROM GREAT LAKES RESTORATION
INITIATIVE VIA THE US FISH AND WILDLIFE SERVICE
TO RESTORE 160 ACRES OF DIVERSE COASTAL ECOSYSTEMS
AND IN PARTNERSHIP WITH AUDUBON CHICAGO REGION**

ITEM #12 APPROVED

Transmitting a Communication, dated September 11, 2012 from

ARNOLD RANDALL, General Superintendent

requesting authorization for the District to accept a grant award in the amount of \$350,000.00 from the Great Lakes Restoration Initiative via the US Fish and Wildlife Service, Barrington, Illinois, to facilitate the efforts of the Forest Preserve District of Cook County (the "District") to restore and connect natural and human communities in the Calumet region. The project is intended to restore some 160 acres of diverse coastal ecosystems and, through partnership with Audubon Chicago Region, to hire outreach coordinators to connect the local community with the District. The total project cost is estimated to be \$510,000.00.

The District's Chief Financial Officer has reviewed and approved the proposed expenditures.

OFFICE OF THE GENERAL SUPERINTENDENT (continued)

ITEM #12 cont'd

Estimated Fiscal Impact \$160,000.00 (Grant Match). Grant Award: \$350,000.00. Funding Period: October 1, 2012 through September 30, 2014

Account: Capital Improvement Fund/090200-670055. The District's Chief Financial Officer has reviewed and approved the proposed expenditures.

NOTIFICATION OF GRANT TO FRIENDS OF THE CHICAGO RIVER

ITEM #13 APPROVED

Transmitting a Communication, dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

Friends of the Chicago River has received a grant entitled Gully Monitoring Project from the Gaylord and Dorothy Donnelley Foundation. The grant will fund the development and implementation of a volunteer based gully monitoring initiative for \$80,000 over two years. Gullies are formed when stormwater runoff flows through the landscape in an unnatural fashion. The water that flows through the gullies gathers pollution as it heads to the Chicago River. Identifying these gullies and eventually addressing their source and restoring the landscape will enhance the natural capacity of the forest preserve holdings as well as the Chicago River.

Project activities include developing gully monitoring protocols and a volunteer training program, recruiting and training volunteer monitors, organizing and assisting volunteer based monitoring of gullies entering the Chicago River and its tributaries, and collecting and analyzing the project data. This work will take place along the banks of the Chicago River and its tributaries as it flows through the Forest Preserve District properties in Cook County, Illinois. The Forest Preserve District of Cook County will provide match in the form of storing equipment at the Skokie Resource Center and the Volunteer Resource Center.

Estimated Fiscal Impact: None.

**LICENSE REQUEST
EDEN LANES BOWLING ALLEY**

ITEM #14 REFERRED TO COMMITTEE ON REAL ESTATE

Transmitting a Communication dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

OFFICE OF THE GENERAL SUPERINTENDENT (continued)

ITEM #14 cont'd

requesting authorization for the District to accept a donation of land from, and grant a license to, locate, operate, and maintain a gravel and asphalt paved driveway and parking lot on District land to Kenneth A. Rumph, owner of Eden Lanes bowling alley, Westchester, Illinois.

If approved, this land use request would allow the District to amicably resolve an encroachment issue in which part of the Eden Lanes parking lot and driveway have existed on Forest Preserve land for many years, accept a donation of land, and obtain a purchase option on additional land.

Mr. Rumph contends that removal of the parking lot and driveway from District land will cause a hardship due to restricted access. He has requested a 10 year term license to allow continued use of 7,287 square feet of District property, has agreed to pay the required license fee of \$13,906.26 and has offered the following as additional benefits to the District:

- Donation of 7,560 s.f. of existing parking area to the District, after removal of asphalt and restoration
- Clear identification of boundaries and placement of barriers to prevent further encroachment
- Right of first refusal to the District for the remaining Eden Lanes property

The area for the license is 0.167 acre and is located along Cermak Road east of LaGrange Road, in Westchester.

Estimated Fiscal Impact: Kenneth A. Rumph will pay a one-time upfront fee of \$13,906.26 for a ten (10) year license, and convey a restored 0.174 acre parcel to the District at no cost.

A Land Use Review Summary Form is included in the background materials.

District: 16

**PERMISSION TO ADVERTISE FOR BIDS
FOR AUTOMOBILE PARTS**

ITEM #15 APPROVED

Transmitting a Communication dated, September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the District to advertise and solicit bids for aftermarket automobile parts. These parts will be used on equipment Districtwide.

Reason: Aftermarket automobile parts are needed for the repair of vehicles Districtwide.

Contract Period: Twenty-Four (24) Months with the option to renew for three (3) additional one (1) year periods.

OFFICE OF THE GENERAL SUPERINTENDENT (continued)

ITEM #15 cont'd

The District's Chief Financial Officer has reviewed and approved the proposed expenditures.

Account: Equipment Maintenance Services, Supplies & Materials/015100-620120.

District(s): Districtwide

**PROPOSED CONTRACT FOR DISTRICTWIDE TREE PLANTING AND MAINTENANCE,
LANDSCAPE MAINTENANCE SERVICES AND LANDSCAPE DESIGN PROGRAM
SERVICES**

ITEM #16 APPROVED AS AMENDED IN ERRATA

Transmitting a Communication, dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the District, upon satisfactory review by the District's legal department, to enter into and execute a contract with Clauss Brothers, Inc. Landscape Architects and Contractors, Streamwood, Illinois for tree planting, maintenance, landscape maintenance services and landscape design program services throughout the forest preserve.

Reason: Clauss Brothers, Inc. Landscape Architects and Contractors is in good standing with the State of Illinois.

Contract 12-31-105 consists of a comprehensive tree planting and maintenance, landscape maintenance services and landscape design services program throughout the Forest Preserve District of Cook County (the "District"). The District received four (4) proposals for the project. Clauss Brothers Inc. Landscape Architects and Contractors and their team including E. King Construction, Sanders Landscaping, Ann Roberts Gardens and Atrium Landscaping was determined to have submitted the most responsive and responsible proposal.

The District assembled a review panel which consisted of various District staff and outside experts that considered Clauss Brothers' proposal the most responsive including particular strengths in experience, expertise and performance capacity as it relates to the work as detailed in the specification. The proposers were evaluated on their experience with similar projects, proposed approach, capacity to perform all aspects of the work as detailed in the specification and cost.

The recommended proposer has indicated they will utilize MBE/WBE companies as work is identified where the qualifications and services provided will benefit the District.

OFFICE OF THE GENERAL SUPERINTENDENT (continued)

ITEM #16 cont'd

Estimated Fiscal Impact: Not to exceed \$800,000.00 in a twelve month period. Contract Period: Thirty-six (36) months from issuance of purchase order with the potential for a twenty-four (24) month renewal. (090200-670055 Capital Improvement Fund/ Account).

Districts: Districtwide

**PROPOSED CONTRACT
FOR OAK FOREST HERITAGE PRESERVE INITIAL DEVELOPMENT PLANS**

ITEM #17 APPROVED AS AMENDED IN ERRATA

Transmitting a Communication, dated September 11, 2012 from
ARNOLD L. RANDALL, General Superintendent

requesting authorization for the District, upon satisfactory review by the District's legal department, to enter into and execute a contract professional services contract with Conservation Design Forum, Elmhurst, Illinois, to prepare the initial development plans for the Oak Forest Heritage Preserve.

Reason: Contract 11-80-14 consists of initial design development, construction documents, restoration plans, phase II environmental assessment, and construction supervision for the initial development of the Oak Forest Heritage Preserve.

On October 5, 2011, the Board of Commissioners approved the firm of Conservation Design Forum (CDF) and their team including MARS, Inc.; Environmental Design International; Bluestone & Associates; and Primera Engineers to develop the Oak Forest Master Plan based on a Request For Proposal for services to prepare a master plan and prepare initial development plans for the site.

A master plan for the Oak Forest Heritage Preserve is now complete and the plan was submitted to the Board at the July 11, 2012 meeting. The Request for Proposal for the Master Plan contemplated that the same consultant team would prepare plans for the initial phase of development subject to negotiation of the scope and budget after completion of the concept plans, and approval by the Board of Commissioners.

The total cost for plans for the initial phase of development is not to exceed \$190,000.00. In accordance with the intergovernmental agreement (IGA), Cook County will be participating in this contract for the amount not to exceed \$15,000. The District's portion of the cost for the Master Plan and initial development plans will exceed the \$150,000.00 total anticipated in the IGA for this project.

The District's Chief Financial Officer has reviewed and approved the proposed expenditures.

OFFICE OF THE GENERAL SUPERINTENDENT (continued)

ITEM #17 cont'd

Estimated Fiscal Impact: \$175,000.00. Contract Period September 11, 2012 through December 31, 2013. (091000-670061 Capital Improvement Fund/and 108062-620040 Grant Accounts)

District(s): 6

**PROPOSED CONTRACT
FOR THE CENTENNIAL CAMPAIGN PUBLIC ENGAGEMENT PLAN – PHASE I**

ITEM #18 APPROVED AS AMENDED IN ERRATA

Transmitting a Communication dated, September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (“The District”), upon satisfactory review by the District’s legal department, to enter into a professional services contract with Fleishman-Hillard, Chicago, Illinois to provide services for the creation and implementation of a multifaceted public engagement strategy using the District’s centennial years (2013 through 2015) as a platform to attract new audiences to our lands, increase volunteerism, and generate new sources of non-tax revenue.

The centennial campaign will also include a special focus on families and children from early childhood through the teen years, introducing greater numbers to the incredible natural, educational and recreational opportunities that surround them. It will also reestablish the Forest Preserve District’s role as a leader and innovator in the fields of conservation, environmental education and outdoor recreation.

The scope of the project will include the identification of legacy projects that reinforce the mission of the District and will persist far beyond the Centennial itself; a plan to work with the Forest Preserve Foundation to connect corporate support to each of the legacy projects; and the development of public programs and outreach strategies, utilizing the Nature Centers and other assets, that will offer new ways to engage the residents of Cook County.

Fleishman-Hillard was selected via the Request for Qualifications/Request for Proposals process and has committed to 20% minority participation on this project.

Estimated Fiscal Impact: Not to exceed \$125,000.00. Contract Period: September 12, 2012 through May 27, 2013 with two (2) optional one-year (1) year extensions. (019900-620090 Other Professional Services Accounts)

OFFICE OF THE GENERAL SUPERINTENDENT (continued)

**PROPOSED CONTRACT FOR THE
DEVELOPMENT OF A COMPREHENSIVE MBE/WBE PROGRAM**

ITEM #19 APPROVED AS AMENDED IN ERRATA

Transmitting a Communication dated, September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (“The District”), upon satisfactory review by the District’s legal department, to enter into a professional services contract with Ralph G. Moore & Associates, Inc., Chicago, Illinois, to provide services for the development of a Comprehensive MBE/WBE Program.

This contract provides for professional services to the District by assisting in the development and implementation of a comprehensive strategy including, but not limited to policies and procedures, to increase MBE/WBE utilization in all feasible contracts. In addition, Ralph G. Moore and Associates will assist the District in developing and incorporating MBE/WBE utilization goals with respect to various projects.

Ralph G. Moore & Associates was selected via the Request for Qualifications/Request for Proposals process which was posted on the District Website. Ralph G. Moore & Associates is in good standing with the State of Illinois.

Estimated Fiscal Impact: Not to exceed \$87,500.00 Account: Other Professional Services/019900-620096
Contract Period: Twelve (12 Months)

**PROPOSED INTERGOVERNMENTAL AGREEMENT AMENDMENT
PUBLIC BUILDING COMMISSION OF CHICAGO**

ITEM #20 APPROVED AS AMENDED IN ERRATA

Transmitting a Communication, dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the District, upon satisfactory review by the District’s legal department, to amend an intergovernmental agreement between Forest Preserve District of Cook County (the “District”) and the Public Building Commission of Chicago (hereafter the “PBC”) to expand the scope of services to be provided by the PBC and the associated budget for those services.

OFFICE OF THE GENERAL SUPERINTENDENT (continued)

ITEM #20 cont'd

In March and May, 2012, the Forest Preserve District of Cook County (the "District") Board approved and amended an IGA between the District and the PBC to authorize the PBC to provide professional services to assess the condition of roughly 166 buildings owned by the District and develop a Preventive Maintenance Plan and asset management database for the same. The District now seeks to expand the scope of work to provide additional consulting services, increase the maximum budget and contract period authorized previously.

Board approved amount as amended on May 2, 2012:	\$400,000.00
Increase requested:	<u>\$ 89,000.00</u>
Adjusted amount:	\$489,000.00

Reason: In June, 2012, the District approved issuance of over \$100 million in General Obligation bonds for the purpose of funding capital improvements in the District. The preliminary list of capital improvements includes an estimated \$62 million in projects that will require architectural and engineering design services, project management/owner's representation services and construction contractors. The District wishes to create pre-qualified pools of consultants and retain others with specific expertise to expedite the completion of projects by June 2015, as required under the bond terms. The PBC has expertise in the procurement of design, program management and construction services and is familiar with the District's buildings through the on-going assessment work.

The proposed amendment to the IGA, which has not been finalized by the parties, provides for authorization for the PBC to provide assistance to the District in providing the following additional services:

1. Preparation of RFQ and RFP documents for Project Management/Owner's Representative Services;
2. Review of RFQ documents for A/E Design Services and Construction Services;
3. Participation in the RFQ and RFP evaluation of responses and the selection process to create pre-qualified pools of A/E and Construction firms, and select Project Management/Owner's Representative firms;
4. Review of master agreement and contract documents for all design, construction and project management/owner's representative firms; and
5. Environmental consulting services that would include drafting specifications for environmental inspections, review of responses and review of reports as needed.
6. Contract Period would be extended to December 31, 2013.

Estimated Fiscal Impact: \$89,000.00. (015200-620150 Watchman Facilities Contractual Services and 090200-670061 and 091000-670061 Capital Improvement Fund /Districts Accounts)

Districtwide

OFFICE OF THE GENERAL SUPERINTENDENT (continued)

**PROPOSED LAND ACQUISITION
ORLAND GRASSLAND SOUTH**

ITEM #21 (see related item # 2) APPROVED AS AMENDED IN ERRATA

Transmitting a Communication dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

The Forest Preserve District (“District”) has identified a parcel of land for acquisition that would add to the District’s current holdings near the Orland Grassland. The parcel, commonly known as 17901 South 104th Avenue, consists of approximately 161.58 ± acres, located in Unincorporated Cook County, Illinois (see Exhibit A for details). The property is adjacent to the Orland Grassland.

Through negotiations, the landowner, the Sharon V. Kopman Trust (the “Seller”), has agreed to sell the subject property to the District for the sum of EIGHT MILLION DOLLARS AND 00/100 (\$8,000,000.00). The purchase price is based upon two M.A.I. certified appraisals obtained by the District and is subject to the District’s satisfactory completion of its due diligence.

Permission is now sought, upon satisfactory completion of all due diligence and negotiation of any and all required documentation as determined by the District’s legal department, to remit a check in the amount of the Purchase Price to the Seller as full compensation for the acquisition of said property.

The District’s Chief Financial Officer has reviewed this request and acknowledges that funds for the acquisition are available in the 2012 General Obligation Bond Project Funds, Account Number 680010.

EXHIBIT A

OWNER OF RECORD: Sharon V. Kopman Trust
AMOUNT: \$8,000,000
ACREAGE: 161.58. + acres
SQUARE FOOTAGE: 7,052,967 ± square feet
PIN: 27-33-300-001

LEGAL: The Southwest Quarter of Section 33, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

District 17

**CONTRACT ADDENDUM INCREASE AND EXTENSION
REQUEST FOR THATCHER WOODS PAVILION RENOVATION**

ITEM #22 APPROVED

Transmitting a Communication dated September 11, 2012 from

OFFICE OF THE GENERAL SUPERINTENDENT (continued)

ITEM #22 cont'd

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County to increase by \$150,022.23 and extend the contract from July 1, 2012 to December 15, 2013, Contract # 10-80-62B with Reliable & Associates Construction Company, Chicago, Illinois for Thatcher Woods Pavilion Renovation Project.

Board approved amount: November 23, 2011	\$924,886.00
Increase requested:	<u>\$150,022.23</u>
Adjusted amount:	\$1,074,908.23

Reason: Additional work is needed to address conditions that were not known during the time of plan preparation and bidding such as the discovery of additional retaining walls and failure of stone stair materials after removal, provide for additional program needs such as additional outdoor lighting, and comply with regulatory requirements that resulted from fire department and building department inspections during construction. The adjusted contract amount is still lower than the next lowest bid received at the time of the original contract award. Additional time may also be needed to resolve security issues including selection of cameras and telephone service.

Estimated Fiscal Impact: \$150,022.23. Contract Extension: July 1, 2012 to December 15, 2013. Accounts: Construction and Development Fun/588000-670061 and Capital Improvement Fund/091000-6700061 and 090200-670061.

**CONTRACT ADDENDUM EXTEND
REQUEST FOR EGGERS GROVE COMFORT STATION
AND DAN RYAN WOODS PAVILION RENOVATION**

ITEM #23 APPROVED

Transmitting a Communication dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County to extend the contracts from September 1, 2012 to April 30, 2013, Contract Number 10-80-62A with Gateway Joint Venture LP, Chicago Illinois and Contract Number 10-80-62C for Dan Ryan Woods Pavilion Renovation with Path Construction Company, Arlington Heights, Illinois.

Reason: Construction work is substantially completed on this building. However, additional time is required for AT&T to install data and telephone service to the building and for the District to select a comprehensive security system.

Estimated Fiscal Impact: None. Contract period: September 1, 2012 to April 30, 2013.

UPCOMING CALENDAR OF EVENTS FOR SEPTEMBER

ITEM # 24 RECEIVED AND FILED

Transmitting a Communication, dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

September 8 & 9

9/8-10:00 am to 5:00 pm

9/9-10:00 am to 4:00 pm

A River Thru History: The Des Plaines Valley Rendezvous

Columbia Woods, Willow Springs, IL

In partnership with the I & M Canal National Heritage Corridor Civic Center Authority. Step back 200 years into America's past with food, music, craft demonstrations, canoe races, games and more.

Admission \$5-8, with family passes available; access ONLY by free shuttle bus. Visit www.aRiverThruHistory.com for more information.

This is an annual event.

September 12

10:00 am

Chicago Botanic Garden - Ribbon Cutting: Rodeo Farm

2635 South Rockwell Avenue, Chicago

Ribbon cutting and announcement ceremony at the Garden's newest urban agriculture/job training site, the "Rodeo Farm," in Chicago.

September 12

11:00 am

Windy City Open House and Luncheon

Arturo Velasquez Institute, 2800 South Western, Chicago

Windy City Harvest is a one-of-a-kind certificate program in sustainable horticulture, urban agriculture and job training jointly operated by the Garden and Daley College, a City College of Chicago.

September 14, 15 & 16

9/14 10:00 am to 1:00 pm

9/14 7:00 pm

9/15 11:00 am to 9:00 pm

9/16 10:00 am to 5:00 pm

59th Annual Traditional Pow Wow

Busse Woods South, Higgins Ave. & Route 53, Elk Grove Village, IL

Free Education Day

Free Film in the Forest: Smoke Signals

FPDCC brings this annual Chicago-area celebration back to the outdoors.

Experience Native American dance, drumming, food, art wares and fun. Competitors of traditional native dance come from all over the country to perform. Suggest donation is \$8 Adults; \$4 12 & under; 55+ and active military Three day and group passes are also available For more information go to <http://aic-chic.ago.org/>.

OFFICE OF THE GENERAL SUPERINTENDENT (continued)

ITEM #24 cont'd

September 15

8:00 am to 2:00 pm

Fishin' Buddies Fishing Derby

Wampum Lake, 90/94 & Thornton Lansing Road, Lansing, IL
Fishing Derby in partnership with Fishin' Buddies.

September 15

7:00 am

Fall Migration Bird Walk

Chicago Botanic Garden
Enjoy a morning exploring the fall migrants that commonly frequent the various habitats found within the Garden.

September 15 & 16

10:00 am to 4:00 pm

Fiesta Para Todos: A Party for All

Brookfield Zoo

Honor Hispanic Heritage Month with culture, dance, and music featuring Angel y Khriz, with guest Migz on Sunday. Additionally, the zoo will highlight some of its animals native to Latin America, Central and South America, Mexico, and the Caribbean. Enjoy the Fisher-Price™ super size play area featuring a Power Wheels™ driving track and the latest toys during the celebration. Also, meet Dora the Explorer on Sunday, September 16th.

September 22

10:00 am to 3:00 pm

Archaeology Days at Sand Ridge Nature Center's 50th Anniversary/Cabin Renovation Ribbon Cutting

Sand Ridge Nature Center, 15821 Paxton Ave., South Holland, IL

Come for a day of activities that promote a better understanding and appreciation of historic Native American culture. Local archaeologists will chat with you while they display extensive collections. Enjoy storytelling, games, guided hikes, traditional craft making, and more. Celebrate Sand Ridge's 50th Anniversary and the official opening of the newly renovated historic cabins.

September 23

10:00 am to 4:30 pm

Art in Nature

Crabtree Nature Center, Palatine Rd. one mile west of Barrington Rd., Barrington, IL

In partnership with the Barrington Cultural Arts Center, a Plein Air Competition and Exhibit. Participate as an artist and paint natural scenes outdoors or come see artists at work and participate in a variety of hands on arts projects and view the final exhibit. Activities take place throughout the day.

<http://www.barringtonculturalartscenter.org/files/CrabtreeCallforArtists2012.pdf> for more information or to sign up to paint.

OFFICE OF THE GENERAL SUPERINTENDENT (continued)

ITEM #24 cont'd

September 23

7:00 am

Zoo Run Run for the Conservation Fund

Brookfield Zoo

Check-in begins at 7:00 am.; First race (5K Chip-timed) starts at 8:30 am
Join us at Zoo Run Run and raise funds to support saving these incredible animals and their natural environments. And bring your family and friends with to cheer you on...at NO ADDITIONAL CHARGE. **For free admission, guests must arrive with runner and may not exit/return.*

September 29

12:00 pm to 3:00 pm

Hike & Seek

Bemis Woods, Ogden & Wolf Rds., Westchester, IL

Explore trails and nature with fun activities, learning stations and a scavenger hunt. Hosted by the National Wildlife Federation, this is one of 6 events around the country that helps raise funds so the NWF can continue its important work of conservation and ecology. Visit www.hikeandseek.org for more information.

NEW ITEMS

PRESIDENT

NEW APPOINTMENT

NEW ITEM #1 REFERRED TO COMMITTEE ON LEGISLATION AND INTERGOVERNMENTAL RELATIONS

Transmitting a Communication dated September 11, 2012 from

TONI PRECKWINKLE, President, Forest Preserve District of Cook County Board of Commissioners

I hereby reappoint Arnold L. Randall, General Superintendent of the District, to the Board of Commissioners of the Public Building Commission of Chicago for a term beginning October 1, 2012 and ending September 30, 2017.

I submit this communication for your approval.

NEW ITEMS (CONTINUED)

PROPOSED RESOLUTION

NEW ITEM #2 DEFERRED TO OCTOBER 3, 2012 BOARD MEETING

Submitting a Proposed Resolution sponsored by

TONI PRECKWINKLE, President, and WILLIAM M. BEAVERS, JERRY BUTLER, EARLEAN COLLINS, JOHN P. DALEY, JOHN A. FRITCHEY, BRIDGET GAINER, JESUS G. GARCIA, ELIZABETH "LIZ" DOODY GORMAN, GREGG GOSLIN, JOAN PATRICIA MURPHY, EDWIN REYES, TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE, LARRY SUFFREDIN AND JEFFREY R. TOBOLSKI, Forest Preserve District of Cook County Board of Commissioners

**COMMEMORATING THE 11TH ANNIVERSARY OF THE
SEPTEMBER 11, 2001 ATTACK ON THE UNITED STATES**

WHEREAS, at 8:46 a.m., on September 11, 2001, hijacked American Airlines Flight 11 crashed into the upper portion of the North Tower of the World Trade Center in New York City, New York; and

WHEREAS, 17 minutes later, at 9:03 a.m., hijacked United Airlines Flight 175 crashed into the South Tower of the World Trade Center; and

WHEREAS, at 9:37 a.m., the west wall of the Pentagon was hit by hijacked American Airlines Flight 77, the impact of which caused immediate and catastrophic damage to the headquarters of the Department of Defense; and

WHEREAS, at approximately 10:00 a.m., the passengers and crew of hijacked United Airlines Flight 93 acted heroically to retake control of the airplane and thwart the taking of additional American lives by crashing the airliner in Shanksville, Pennsylvania, and, in doing so, gave their lives to save countless others; and

WHEREAS, nearly 3,000 innocent civilians were killed in the heinous attacks of September 11, 2001; and

WHEREAS, tens of thousands of individuals narrowly escaped the attacks at the Pentagon and World Trade Center and, as witnesses to this tragedy, are forever changed; and

WHEREAS, countless fire departments, police departments, first responders, government officials, workers, emergency medical personnel, and volunteers responded immediately and heroically to those horrific events; and

WHEREAS, the Fire Department of New York suffered 343 fatalities on September 11, 2001, the largest loss of life of any emergency response agency in United States history; and

NEW ITEMS (CONTINUED)

NEW ITEM #2 cont'd

WHEREAS, the Port Authority Police Department suffered 37 fatalities in the attacks, the largest loss of life of any police force in United States history in a single day; and

WHEREAS, the New York Police Department suffered 23 fatalities as a result of the terrorist attacks; and

WHEREAS, the impact of that day on public health continues through 2012, as nearly 90,000 people are at risk of or suffering from negative health effects as a result of the events of September 11, 2001, including 14,000 workers and 2,400 community residents who are sick, and tens of thousands of others whose health is being monitored; and

WHEREAS, 11 years later, the people of the United States and people around the world continue to mourn the tremendous loss of innocent life on that fateful day; and

WHEREAS, 11 years later, thousands of men and women in the United States Armed Forces remain in harm's way defending the United States against those who seek to threaten the United States; and

WHEREAS, on the 11th anniversary of this tragic day, the thoughts of the people of the United States are with all of the victims of the events of September 11, 2001 and their families; and

WHEREAS, the lives of Americans were changed forever on September 11, 2001, when events threatened the American way of life; and

WHEREAS, in 2009, Congress and the President joined together to designate September 11 as a National Day of Service and Remembrance under the Serve America Act (Public Law 111-13; 123 Stat. 1460); and

WHEREAS, September 11 will never, and should never, be just another day in the hearts and minds of all people of the United States.

NOW, THEREFORE, BE IT RESOLVED, that the Forest Preserve District of Cook County Board of Commissioners offers its deepest and most sincere condolences to the families, friends, and loved ones of the innocent victims of the September 11, 2001, terrorist attacks.

BE IT FURTHER RESOLVED, that the Forest Preserve District of Cook County Board of Commissioners honors the heroic service, actions, and sacrifices of first responders, law enforcement personnel, State and local officials, volunteers, and countless others who aided the innocent victims of those attacks and, in doing so, bravely risked and often gave their own lives.

NEW ITEMS (CONTINUED)

NEW ITEM #2 cont'd

BE IT FURTHER RESOLVED, that the Forest Preserve District of Cook County Board of Commissioners recognizes the valiant service, actions, and sacrifices of United States personnel, including members of the United States Armed Forces, the United States intelligence agencies, the United States diplomatic service, homeland security and law enforcement personnel, and their families, who have given so much, including their lives and well-being, to support the cause of freedom and defend the security of the United States.

BE IT FURTHER RESOLVED, that the Forest Preserve District of Cook County Board of Commissioners reaffirms that the people of the United States will never forget the challenges our country endured on and since September 11, 2001, and will work tirelessly to defeat those who attacked the United States.