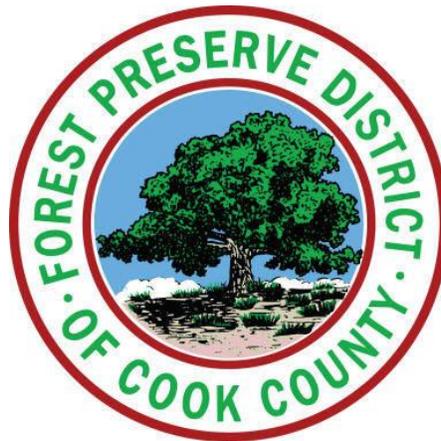


JOURNAL OF THE PROCEEDINGS
OF THE
FOREST PRESERVE DISTRICT
BOARD OF COMMISSIONERS OF COOK COUNTY

County Board Room, County Building

Board Meeting of
Tuesday, March 19, 2013, 10:00 A.M.



TONI PRECKWINKLE, PRESIDENT

WILLIAM M. BEAVERS
JERRY BUTLER
EARLEAN COLLINS
JOHN P. DALEY
JOHN A. FRITCHEY
BRIDGET GAINER
JESUS G. GARGIA
ELIZABETH "LIZ" DOODY GORMAN
GREGG GOSLIN

JOAN PATRICIA MURPHY
EDWIN REYES
TIMOTHY O. SCHNEIDER
PETER N. SILVESTRI
DEBORAH SIMS
ROBERT B. STEELE
LARRY SUFFREDIN
JEFFREY R. TOBOLSKI

MATTHEW B. DeLEON
SECRETARY TO THE BOARD

JOURNAL OF PROCEEDINGS FOR MARCH 19, 2013

Call to Order 3
Invocation 3
Recess/Reconvene..... 4

Board of Commissioners of Cook County

PRESIDENT

Ordinance (Proposed Land Acquisition 7 Hickory Lane)..... 4
Ordinance (Proposed Land Acquisition Lyons Parcel B)..... 6
Ordinance (Proposed Land Acquisition Powderhorn Prairie Addition)..... 8
Ordinance Procurement Code)..... 10
Resolution (North Branch Bicycle Trail- Lake Cook Road Extension).... 35
Resolution (Transfer of Funds)..... 37
Resolution (Chicago Botanic Garden Increase Garden’s Parking Fee’s)..... 38

COMMISSIONERS

Reports of Committees

Rules – March 19, 2013 39
Finance – March 19, 2013 40

GENERAL SUPERINTENDENT’S OFFICE

Proposed Agreement (Friends of the Forest Preserve)..... 51
Proposed Agreement (University of Illinois) 51
Proposed Agreement (Illinois Nature Preserves Commission) 52
Proposed Contract (North Branch Trail-Lake Cook Road)..... 53
Proposed Contract Renewal (Tree 7 Stump Removal; & Emergency Services)..... 54
Proposed Intergovernmental Agreement (City’s Greencorps Chicago Program) 54
Proposed Intergovernmental Agreement Amendment 55
Proposed Land Acquisition (7 Hickory Lane)..... 56
Proposed Land Acquisition (Lyons Parcel B) 57
Proposed Land Acquisition (Powderhorn Prairie Addition) 58
Reports (Chicago Botanic Garden) 59
Reports (Resident Watchmen 2012 Annual Report) 60
Reports (FPD Recreation Master Plan) 60
Calendar of Events..... 61

Adjournment 63

**JOURNAL OF THE PROCEEDINGS
OF THE
FOREST PRESERVE DISTRICT
BOARD OF COMMISSIONERS OF COOK COUNTY**

Board Meeting of Tuesday, March 20, 2013

10:00 A.M.

County Board Room, County Building

OFFICIAL RECORD

President Preckwinkle in the Chair.

CALL TO ORDER

At 10:00 A.M., being the hour appointed for the meeting, the President called the Board to order.

QUORUM

Secretary to the Board, Matthew B. DeLeon called the roll of members and there was found to be a quorum present.

ROLL CALL

PRESENT: Commissioners Butler, Collins, Daley, Fritchey, Gainer, Garcia, Gorman, Goslin, Murphy, Reyes, Schneider, Silvestri, Sims, Steele, Suffredin, and (15)

Also Present: President Preckwinkle

ABSENT: Commissioners Beavers, and Tobolski (2)

INVOCATION

Father James Perluzzi, Priest of St. Peters Catholic Church, gave the invocation.

RECESS/RECONVENE

President Preckwinkle moved that the meeting do now recess for the purpose of holding the Finance Committee meeting.

BOARD RECONVENED

President Preckwinkle in the Chair.

PRESIDENT

Commissioner Murphy, seconded by Commissioner Steele, moved that the Proposed Ordinance be approved and adopted. **The motion carried unanimously.**

* * * * *

13-O-02

ORDINANCE

Sponsored by

TONI PRECKWINKLE, President, Forest Preserve District Board

AN ORDINANCE CREATING A FOREST PRESERVE

AN ORDINANCE CREATING A FOREST PRESERVE in part of Section 30, Township 39 North, Range 12, East of the Third Principal Meridian, all in Cook County, Illinois.

WHEREAS, The Board of 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 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 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.

Section 2.

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

ALL THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF AND ADJOINING A LINE 40.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 30 LYING WEST OF AND ADJOINING A LINE 297.72 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SOUTH EAST 1/4 OF SAID SECTION 30 ALL IN COOK COUNTY, ILLINOIS.

Common Address: 7 Hickory Lane, Unincorporated Cook County, Illinois, 60523

Permanent Index Number is: 15-30-400-027-0000

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(s): 16

Commissioner Murphy, seconded by Commissioner Gorman, moved that the Proposed Ordinance be approved and adopted. **The motion carried unanimously.**

* * * * *

13-O-03

ORDINANCE

Sponsored by

TONI PRECKWINKLE, President, Forest Preserve District Board

AN ORDINANCE CREATING A FOREST PRESERVE

AN ORDINANCE CREATING A FOREST PRESERVE in part of Section 2, Township 38 North, Range 12, East of the Third Principal Meridian, all in Cook County, Illinois.

WHEREAS, The Board of 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 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 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.

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

PARCEL 1: THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIEN, LYING NORTH OF THE NORTH LINE OF OGDEN AVENUE AND SOUTH OF RIVER AND EAST OF A LINE RUNNING NORTH 45 DEGREES WEST FROM A POINT IN THE NORTH LINE OF SAID AVENUE, 8 FEET NORTHEAST OF THE WEST LINE OF THE EAST 1/2 OF SAID NORTHEAST 1/4 AND WEST OF A LINE RUNNING NORTH 45 DEGREES WEST FROM A POINT ON THE NORTH LINE OF SAID AVENUE, 110 FEET NORTHEAST OF THE WEST LINE OF SAID EAST 1/2 OF NORTHEAST 1/4 IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 02, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, FROM THE INTERSECTION OF THE EAST LINE OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, WITH THE CENTER LINE OF OGDEN AVENUE AS THE PLACE OF BEGINNING MEASURE SOUTHWESTERLY 210.3 FEET ALONG SAID CENTER LINE OF OGDEN AVENUE; THENCE DEFLECTING 15 DEGREES AND 15 MINUTES TO THE RIGHT MEASURE SOUTHWESTWARDLY 53.69 FEET ALONG SAID CENTER LINE OF OGDEN AVENUE TO THE WESTERLY LINE OF LAWDALE AVENUE PRODUCED; THENCE DEFLECTING 101 DEGREES, 24 MINUTES TO THE RIGHT MEASURE NORTHWESTWARDLY 33.66 FEET ALONG THE WESTERLY LINE OF LAWDALE AVENUE PRODUCED TO THE NORTHWESTERLY LINE OF SAID OGDEN AVENUE; THENCE DEFLECTING 11 DEGREES, 24 MINUTES TO THE LEFT MEASURE NORTHWESTWARDLY 67 FEET TO THE SOUTHERLY BANK OF THE DES PLAINES RIVER; THENCE MEASURE NORTHEASTWARDLY 270 FEET MORE OR LESS ALONG THE SAID SOUTHERLY BANK OF THE DES PLAINES RIVER; THENCE MEASURE SOUTHEASTWARDLY 72 FEET ALONG A LINE WHICH IS AT RIGHT ANGLES TO THE NORTHWESTERLY LINE OF OGDEN AVENUE TO A POINT IN THE SAID NORTHWESTERLY LINE OF OGDEN AVENUE WHICH IS 8 FEET NORTHEASTWARDLY FROM THE SAID EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE MEASURE SOUTHWESTWARDLY 8 FEET ALONG SAID NORTHWESTERLY LINE OF OGDEN AVENUE TO SAID EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE DEFLECTING 44 DEGREES, 38 MINUTES TO THE LEFT, MEASURE SOUTHWARDLY 46.67 FEET ALONG THE SAID EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM A TRACT OF LAND AS FOLLOWS): BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 2 AND THE NORTHERLY LINE OF OGDEN AVENUE; THENCE SOUTH 44 DEGREES, 36 MINUTES 30 SECONDS WEST (ASSUMED BEARING) A DISTANCE OF 41 FEET; THENCE NORTH 45 DEGREES 23 MINUTES 30 SECONDS WEST A DISTANCE OF 64 FEET; THENCE SOUTH 44 DEGREES 36 MINUTES 30 SECONDS WEST A DISTANCE OF 20 FEET; THENCE NORTH 45 DEGREES 23, MINUTES 36 SECONDS WEST A DISTANCE OF 8.99 FEET; THENCE NORTH 45 DEGREES 25 MINUTES 36 SECONDS EAST A DISTANCE OF 69.01 FEET; THENCE SOUTH 45 DEGREES 23 MINUTES 30 SECONDS EAST A DISTANCE OF 72 FEET TO THE NORTHERLY LINE OF OGDEN AVENUE THENCE SOUTH 44 DEGREES 36 MINUTES 30 SECONDS WEST ALONG SAID NORTHERLY LINE OF OGDEN

AVENUE A DISTANCE OF 8 FEET, TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 2, AND THE NORTHERLY LINE OF OGDEN AVENUE; THENCE SOUTH 44 DEGREES 36 MINUTES 30 SECONDS WEST (ASSUMED BEARING) A DISTANCE OF 41 FEET; THENCE NORTH 45 DEGREES 23 MINUTES 30 SECONDS WEST A DISTANCE OF 64 FEET; THENCE SOUTH 44 DEGREES 36 MINUTES 30 SECONDS WEST A DISTANCE OF 20 FEET; THENCE NORTH 45 DEGREES 23 MINUTES 30 SECONDS WEST A DISTANCE OF 8.99 FEET; THENCE NORTH 45 DEGREES 25 MINUTES 36 SECONDS EAST A DISTANCE OF 69.01 FEET; THENCE SOUTH 45 DEGREES 23 MINUTES 30 SECONDS EAST A DISTANCE OF 72 FEET TO THE NORTHERLY LINE OF OGDEN AVE; THENCE SOUTH 44 DEGREES 36 MINUTES 30 SECONDS WEST ALONG SAID NORTHERLY LINE OF OGDEN AVENUE A DISTANCE OF 8 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 8190 – 8210 WEST OGDEN AVENUE, LYONS, IL. 60534.

Permanent Index Number: 18-02-203-019, 18-02-203-039, 18-02-203-041 & 18-02-203-042

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(s): 16

Commissioner Murphy, seconded by Commissioner Gorman, moved that the Proposed Ordinance be approved and adopted. **The motion carried unanimously.**

* * * * *

13-O-04

ORDINANCE

Sponsored by

TONI PRECKWINKLE, President, Forest Preserve District Board

AN ORDINANCE CREATING A FOREST PRESERVE

AN ORDINANCE CREATING A FOREST PRESERVE in part of Section 32, Township 37 North, Range 15 , 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.

Section 2.

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

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32 TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32 AFORESAID; THENCE NORTH 89 DEGREES 37 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 174.00 FEET; THENCE

SOUTH 00 DEGREES 30 MINUTES 30 SECONDS EAST 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST LINE OF MCNAMARA'S FIRST ADDITION TO HEGEWICH SUBDIVISION; THENCE NORTH 89 DEGREES 37 MINUTES 22 SECONDS EAST 1152.86 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 00 DEGREES 30 MINUTES 30 SECONDS EAST 1063.59 FEET TO A POINT DISTANT 224.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 89 DEGREES 36 MINUTES 40 SECONDS WEST 1152.66 FEET TO THE EAST LINE OF SAIDMCNAMARA'S FIRST ADDITION TO HEGEWICH SUBDIVISION: THENCE NORTH 00 DEGREES 30 MINUTES 30 SECONDS WEST 1063.82 FEET TO THE POINT OF BEGINNING.

Common Address: 13403 South Avenue K, Chicago, IL 60633.

Permanent Index Number: 26-32-309-006-0000

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(s): 4

Commissioner Suffredin, seconded by Commissioner Murphy, moved to accept the Substitute Ordinance Amendment. **The motion carried unanimously.**

Commissioner Suffredin, seconded by Commissioner Murphy, moved that the Substitute Ordinance Amendment be approved and adopted as amended. **The motion carried unanimously.**

* * * * *

13-O-05

ORDINANCE

Sponsored by

TONI PRECKWINKLE, President, Forest Preserve District Board

Making various changes to the Forest Preserve District of Cook County (the "District") procurement code for the purpose of increasing the level of expenditures that may be made by District staff without prior approval of the Board of Commissioners and adding and updating certain reporting requirements.

BE IT ORDAINED by the Forest Preserve District of Cook County Board of Commissioners that Title 1, Chapter 8, Section 1-8-2, Subsection H, K, L, O, Q and new Subsections BB and CC 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

1-8-2: - 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, 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 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:* 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 County Department of Administrative Hearings pursuant to Chapter 2, Article IX, of the Cook County Code.
 6. *Appeals:* 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 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 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.
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.

JOURNAL OF PROCEEDINGS FOR MARCH 19, 2013

- 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 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 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;
 - 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 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-

JOURNAL OF PROCEEDINGS FOR MARCH 19, 2013

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 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.
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:
- 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

more than \$150,000.00 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 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 \$150,000.00:* 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 \$150,000.00 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 \$150,000.00 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 \$150,000.00 without Board approval.

The Purchasing Agent may approve an amendment, without prior Board approval, to a contract once; provided that such amendment does not increase the amount of the contract by more than five thousand dollars (\$5,000.00) or ten percent (10%) of the contract amount, whichever is greater, and provided that the amendment does not cause the contract amount or the total expenditures associated with such contract to equal or exceed \$150,000.00 during the term of the Contract, as amended.

- 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 extend a contract once in a twelve (12) month period provided that such extension does not extend the contract for 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).

1. *Advertising for bids:* The Purchasing Agent shall 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:
 - (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 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.
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 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.
4. *Authorization for purchases over \$150,000.00:* No purchases, orders or contracts of \$150,000.00 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 N and P of this section 1-8-2.
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 any other provisions 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;

JOURNAL OF PROCEEDINGS FOR MARCH 19, 2013

- (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 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 \$150,000.00.
- 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 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 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.
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;
 - (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 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, 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.
- AA. *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.
- BB. *Procurement and Disbursements Reports:* The District's Chief Financial Officer shall submit a report to the Board on a monthly basis listing the Procurements that exceed \$25,000.00 and do not

require Board approval, including a list of each Person from whom the District makes such a Procurement, a brief description of the product or service provided, the budgetary account from which the funds are being encumbered, as well as the amount. The District's Chief Financial Officer shall provide a monthly report to the Board of the individual and total amount of disbursements made for contracts involving any expenditure of \$25,000.00 or more and that do not require Board approval, including a list of each Person to whom the District makes such disbursements, a brief description of the product or service provided, the budgetary account from which the funds are being drawn and the amount of the payment.

CC. *Review and Sunset.* On or before December 31, 2015, the Board of Commissioners of the District shall review relevant purchasing data to determine whether the increases in spending authority from \$25,000 to \$150,000 referenced in Subsections H, K, O, and Q of this Section 1-8-2 of the Forest Preserve District of Cook County Code of Ordinances shall sunset on March 31, 2016.

(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)

Commissioner Gorman, seconded by Commissioner Silvestri, moved that the Proposed Resolution be approved and adopted. (Commissioners Gorman and Silvestri voted Present). **The motion carried.**

* * * * *

13-R-02

RESOLUTION

Sponsored by

TONI PRECKWINKLE, President, Forest Preserve District Board

**TO AUTHORIZE THE DISTRICT TO ENTER INTO
A LOCAL AGENCY AGREEMENT FOR THE
NORTH BRANCH BICYCLE TRAIL-LAKE COOK ROAD EXTENSION**

WHEREAS, the Forest Preserve District of Cook County (the "District") has sought, and been awarded, funds from the Illinois Transportation Enhancement Program ("ITEP Grant"), a federally-funded program that expands travel choices and enhances the transportation experience by improving the cultural, historic, aesthetic and environmental aspects of our transportation infrastructure administered by the Illinois Department of Transportation ("IDOT"), to facilitate the construction of 1.0 mile of the North Branch Bicycle Trail-Lake Cook Road Extension.

WHEREAS, Phase III Engineering services for the Project are projected to be approximately \$158,714.75;

WHEREAS, the District anticipates the use of ITEP Grant funds to cover 80% (\$126,971.80) of the costs of Phase III Engineering Services to be provided in connection with the Project and the District intends to be responsible for 20% of the cost of Phase III Engineering or \$31,742.95 in connection with the project;

WHEREAS, the District anticipates the use of ITEP Grant funds to cover 80% (\$126,971.80) of the costs of Phase III Engineering Services to be provided in connection with the Project and the District intends to be responsible for 20% of the cost of Phase III Engineering or \$31,742.95 in connection with the project;

WHEREAS, the District has entered into a cooperative agreement to cost share this project with the Chicago Botanic Gardens, the District's cost is capped at \$100,000.00 after reimbursements.

WHEREAS, in order to meet deadlines for use of the funds provided via the ITEP Grant, it is advisable that a consulting engineering firm be employed to supervise the construction; and

WHEREAS, the District has selected Christopher B. Burke Ltd., of Rosemont, Illinois to serve as consulting engineers;

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the District hereby authorizes the District, through its General Superintendent, to enter into a local agency agreement (the "Local Agency Agreement"), with the Illinois Department of Transportation ("IDOT") to pay 20% of the Phase III Construction Engineering costs associated with the Project.

BE IT FURTHER RESOLVED that Christopher B. Burke LTD, of Rosemont, Illinois be employed to perform Phase III Engineering services in connection with the Project, and that the President of such Board of Commissioners is hereby directed to execute, on behalf of the District, an agreement by and between the District and CBBEL for Phase III Engineering services (the "Engineering Services Agreement").

BE IT FURTHER RESOLVED that the District is contemplating a potential at-grade railroad crossing at Lake Cook Road and is authorized to file a Petition with the Illinois Commerce Commission (ICC) for approval of this crossing, and further anticipates that the ICC will submit an Agreed Order that will assign responsibilities for the trail crossing and pedestrian crossing gates to the District if the District elects to pursue this design alternative.

BE IT FURTHER RESOLVED that if the District elects to pursue the design alternative with the at-grade railroad crossing, the District shall enter into a construction/ maintenance agreement with the Union Pacific Railroad for such crossing that would require the District to pay a license fee of \$15,000.00 to the railroad and assume other responsibilities for the construction of a trail on railroad property.

BE IT FURTHER RESOLVED that, the Board of Commissioners of the District hereby confirms that sufficient funds are available in the District's Capital Improvement Fund accounts, and have been designated, to pay the total cost of Phase III Engineering services in the amount not to exceed \$158,714.75 of which the Illinois Department of Transportation will reimburse 80% or \$126,971.80 and the District ultimately shall be responsible for 20% of the Phase III Construction Engineering costs or a maximum of \$31,742.95.

BE IT FURTHER RESOLVED that copies of the Local Agency Agreement and the Engineering Services Agreement, when executed in their respective final form, shall be submitted to the Illinois Department of Transportation for approval and final processing.

District(s):13

Commissioner Goslin, seconded by Commissioner Steele, moved that the Proposed Resolution be approved and adopted. **The motion carried unanimously.**

* * * * *

13-R-03

RESOLUTION

Sponsored by

TONI PRECKWINKLE, President, Forest Preserve District Board

TRANSFER OF FOREST PRESERVE DISTRICT OF COOK COUNTY WORKING CASH FUNDS TO THE CHICAGO ZOOLOGICAL SOCIETY ZOO

WHEREAS, pursuant to Section 27 of the Cook County Forest Preserve District Act, 70 ILCS 810/27 (the “Enabling Act”), the Forest Preserve District of Cook County (the “District”) maintains a working cash fund.

WHEREAS, pursuant to Section 41 of the Enabling Act, 70 ILCS 810/41, the District also is authorized to levy annually a tax to facilitate the ability of the Chicago Zoological Society (the “Society”) to operate a zoological park on District property pursuant to the Enabling Act.

WHEREAS, it is necessary for the District to provide money to the Society to facilitate the Society’s ability to meet ordinary and necessary disbursements for salaries and other purposes of the Society.

WHEREAS, the District working cash fund, heretofore established for the purpose of helping to defray said obligations, reflects a sufficient balance to transfer funds now to the Society, in anticipation of the collection of taxes levied for the Zoo Fund for the fiscal year 2013.

THEREFORE BE IT RESOLVED, by the Board of Commissioners of the District that the Chief Financial Officer of the District is hereby authorized and directed to make a transfer of the sum of \$1,500,000.00 from the District working cash fund to the Society in anticipation of the collection of taxes levied for the Zoo Fund for the fiscal year 2013 for the purpose of providing money which will pay ordinary and necessary disbursements for salaries and other operation purposes of the Brookfield Zoo, and

BE IT FURTHER RESOLVED that the following information is set forth in this Resolution:

- a) That the aforesaid transfer is to be made in anticipation of the collection of taxes for the Zoo Fund for the fiscal year 2013 and that the said District working cash fund be reimbursed for the transfer contemplated herein from the collection of the said taxes for the Zoo Fund by fiscal year end 2013.

- b) That the amount of taxes levied for the Zoo Fund by the County Clerk of Cook County for the fiscal year 2013 is \$14,884,927.00.
- c) That the aggregated amount of warrants or notes heretofore issued in anticipation of the collection of the aforementioned Levy under the provisions of the governing statute, together with amount of interest accrued and/or which this Board estimates will accrue thereon is none.

BE IT FURTHER RESOLVED, that the Secretary of the Board of Commissioners of the District is hereby directed to certify and file with the Chief Financial Officer of the District, a certified copy of this resolution and the said Chief Financial Officer is hereby directed to cause the aforesaid amount of money to be transferred in accordance with and for the purposes set forth in this Resolution.

COMMISSIONERS

Commissioner Suffredin, seconded by Commissioner Goslin, moved that the Proposed Resolution be approved and adopted. (Commissioner Fritchey voted No). **The motion carried.**

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13-R-04

RESOLUTION

Sponsored by

**TONI PRECKWINKLE, President, Forest Preserve District Board, and GREGG GOSLIN AND
LARRY SUFFREDIN, Forest Preserve District of Cook County Board of Commissioners**

**AUTHORIZING THE CHICAGO BOTANIC GARDEN TO INCREASE THE GARDEN'S
PARKING FEES**

WHEREAS, the Chicago Botanic Garden (“the Garden”) has remained one of the top attractions in Cook County; and

WHEREAS, in 2008, the Garden attracted nearly 740,000 guests; and

WHEREAS, in 2012, attendance at the Garden was 954,727, an increase of approximately 30% over four years; and

WHEREAS, in 2012, 30% of visitors to the Garden were not from Cook County; and

WHEREAS, although the number of guests have increased, the Garden has never charged an admission fee; and

WHEREAS, the Garden is one of the only major cultural institutions in the Chicagoland area to not charge an admission fee; and

WHEREAS, the Garden has undertaken a number of expense cutting measures including cutting or reducing programs and expenditures, keeping open vacant positions and deferring maintenance projects; and

WHEREAS, the Garden has sought to increase revenue by intensifying fundraising efforts, raising membership fees and introducing new visitor experiences; and

WHEREAS, the Garden last increased its parking fees for cars in 2009 and vans, limos, minibuses and RVS in 2007; and

WHEREAS, an increase in parking fees for Non-Cook County residents would net the Garden \$96,000 annually; and

WHEREAS, members of the Garden do not pay a parking fee; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Cook County authorizes the Chicago Botanic Garden to increase its parking fee for Non-Cook County residents' cars, who are not members from \$20 to \$25; and

BE IT FURTHER RESOLVED, that the Board of Commissioners of Cook County authorizes the Chicago Botanic Garden to increase its parking fee for Non-Cook County residents' passenger vans from \$25 to \$30; and

BE IT FURTHER RESOLVED, that the Board of Commissioners of Cook County authorizes the Chicago Botanic Garden to increase its parking fee for Non-Cook County residents' limousines, minibuses and recreational vehicles from \$60 to \$65; and

BE IT FURTHER RESOLVED, that the Board of Commissioners of Cook County authorizes the Chicago Botanic Garden to increase its parking fee for Non-Cook County residents' "Senior Tuesdays" from \$7 to \$10.

COMMITTEE REPORTS

Commissioner Suffredin, seconded by Commissioner Gorman, moved that the Report of the Committee on Rules be approved and adopted. **The motion carried unanimously.**

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REPORT OF THE FOREST PRESERVE DISTRICT RULES COMMITTEE

February 19, 2013

The Honorable,
The Forest Preserve District of Cook County
Board of Commissioners

ATTENDANCE

JOURNAL OF PROCEEDINGS FOR MARCH 19, 2013

Present: Chairman Suffredin, Vice-Chairman Gorman, Commissioners Daley, Schneider, Silvestri, Sims and Steele (7)

Absent: Commissioners Fritchey and Gainer (2)

Ladies and Gentlemen:

Your Committee on Rules of the Forest Preserve District of the Board of Commissioners of Cook County met pursuant to notice on Tuesday, March 19, 2013 at the hour of 9:45 A.M. in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois.

Your Committee has considered the following item and upon adoption of this report, the recommendation is as follows:

13RULE0004 SECRETARY TO THE BOARD, Matthew B. DeLeon, presented in printed form a record of the Journal of the Proceedings of the Meeting held on Tuesday, February 4, 2013.

Vice Chairman Gorman, seconded by Commissioner Daley, moved to Approve Communication No. 13RULE0004. The motion carried.

Vice Chairman Gorman moved to adjourn the meeting, seconded by Commissioner Schneider. The motion carried and the meeting was adjourned.

**YOUR COMMITTEE RECOMMENDS THE FOLLOWING ACTION
WITH REGARD TO THE MATTER NAMED HEREIN:**

Communication Number 13RULE0004 Approved

Commissioner Goslin, seconded by Commissioner Steele, moved that the Report of the Committee on Finance be approved and adopted. **The motion carried unanimously.**

* * * * *

REPORT OF THE FOREST PRESERVE DISTRICT COMMITTEE ON FINANCE

MARCH 19, 2013

The Honorable,
The Forest Preserve District
Board of Commissioners of Cook County

ATTENDANCE

Present: President Preckwinkle and Chairman Goslin, Vice Chairman Steele, Commissioners Butler, Collins, Daley, Fritchey, Gainer, Garcia, Gorman, Murphy, Reyes, Schneider, Silvestri, Sims and Suffredin (15)

Absent: Commissioners Beavers and Tobolski (2)

Ladies and Gentlemen:

SECTION 1

Your Committee has considered the following disbursements submitted by the Administration of the Forest Preserve for payments.

Your Committee, therefore, recommends that the Forest Preserve District Comptroller and Forest Preserve District Treasurer be, and by the adoption of this report, authorized and directed to issue checks to said vendors in the amounts recommended.

13FINA0033 **EFRAIM CARLSON & SON, INC.**, Libertyville, Illinois, submitting invoice totaling \$103,629.22 for Contract Number: 10-80-60. Total Contract Awarded: \$688,800.00. Original Board Approval Date: January 19, 2012. Description: Ned Brown Preserve Boathouse and Concession Building
District(s): 15

13FINA0034 **URS CORPORATION**, Chicago, Illinois, submitting invoice totaling \$101,931.04 for Contract Number: 06-80-03. Total Contract Awarded: \$380,500.00. Original Board Approval Date: September 2, 2010. Description: Phase II Engineering Services/Thorn Creek Bicycle Trail
District(s): 5 & 6

13FINA0035 **CLEAN CUT TREE SERVICE, INC.**, Grayslake, Illinois, submitting invoice totaling \$44,700.00 for Contract Number: 12-31-111. Total Contract Awarded: \$149,000.00. Original Board Approval Date: September 11, 2012. Description: Tree Removal Due to EAB
District(s): 14 & 15

13FINA0036 **PIZZO AND ASSOCIATES**, Leland, Illinois, submitting invoice totaling \$83,987.99 for Contract Number: 11-31-110N. Total Combined Contract Awarded: \$2,100,000.00. Original Board Approval Date: December 15, 2011 - Renewed February 4, 2013. Description: Habitat Enhancement & Maintenance – North
District(s): 13, 14 & 17

13FINA0037 **VEGA TREE SERVICE**, Stone Park, Illinois, submitting invoice totaling \$52,600.00 for Contract Number: 12-31-109. Total Contract Awarded: \$52,600.00. Original Board Approval Date: September 11, 2012. Description: Tree Removal Due to Emerald Ash Borer - South Region
District(s): 5 & 6

13FINA38 **VEGA TREE SERVICE**, Stone Park, Illinois, submitting invoice totaling \$29,798.00 for Contract Number: 11-31-115C. Total Combined Contract Awarded: \$300,000.00. Original Board Approval Date: December 15, 2011 – Renewed February 4, 2013. Description: Tree and Stump Removal - Central Region
District(s): 9 & 12

13FINA0039 **TALLGRASS RESTORATION**, Schaumburg, Illinois, submitting invoice totaling \$36,661.80 for Contract Number: 12-31-102. Total Contract Awarded: \$500,000.00. Original Board Approval Date: April 4, 2012. Description: Districtwide Shoreline Enhancement and Maintenance.
District(s): Districtwide

13FINA0040 **SASAFRASNET, LLC**, Chicago, Illinois, submitting invoice totaling \$124,446.19 for Contract Number: 11-53-063R. Total Contract Awarded: \$4,708,095.00. Original Board Approval Date: December 15, 2011. Description: Motor Fuel for Vehicles and Trucks
District(s): Districtwide

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER REYES, MOVED APPROVAL OF THE DISBURSEMENTS. THE MOTION CARRIED.

SECTION 2

Your Committee has considered the following communications with reference to the proposed settlements.

Your Committee, concurring in the recommendations of the District Counsel, recommends that the Forest Preserve District Comptroller and Forest Preserve District Treasurer prepare checks in the amounts recommended by the District Counsel in order that the payments may be set in accordance with the request of the upon proper release from the District Counsel.

13FINA0041

Finance Subcommittee on Litigation of the
Forest Preserve District.....February 4, 2013

Proposed Settlements Approved Fiscal Year 2013 To Present:	\$11,000.00
Proposed Settlements To Be Approved:	\$0.00
Legal Fees Approved Fiscal Year 2013 To Present:	\$142,158.790
Legal Fees for 2/04/13 To Be Approved:	\$90,678.32

***For details on payment approvals by the Litigation Subcommittee, refer to the Litigation Subcommittee Report for 2/04/2013.**

**COMMISSIONER FRITCHEY, SECONDED BY VICE CHAIRMAN STEELE,
MOVED APPROVAL OF THE PROPOSED SETTLEMENTS. THE MOTION
CARRIED.**

SECTION 3

Your Committee has considered the bid submitted on the item hereinafter described in accordance with the specifications on file in the Office of the Forest Preserve District Purchasing Agent. Communications from the Forest Preserve District Purchasing Agent submitting recommendations on the award of contracts for said item, be and by the adoption of this Report, awarded as follows. Any money if deposited will be returned to the unsuccessful bidders at once and to the successful bidder upon the signing of the contract.

13FINA0042

Transmitting a Communication dated, March 19, 2013 from

ARNOLD L. RANDALL, General Superintendent
requesting authorization for the Forest Preserve District of Cook County (the "District") to enter into a contract with PirTano Construction Company Inc., Addison, Illinois.

Reason: Contract 13-80-20 consists of installing underground conduits at four locations in accordance with the District's specifications. PirTano Construction Company Inc., Addison, Illinois, was the lowest responsive and responsible of six (6) bidders. Sealed bids were received, opened and publicly read at the Bid Opening on February 20, 2013.

The bid results were as follows:

1. PirTano	\$93,908.00
2. H & H	\$99,810.00
3. Town & Country	\$105,679.10
4. Lyons & Pinner Electric	\$108,250.19
5. Utility Dynamic Corp.	\$131,040.00
6. Broadway Electric	\$168,887.50

Estimated Fiscal Impact: \$93,908.00 (Buildings Account 09-6710)

Contract period: Sixty (60) calendar days from issuance of the Notice to Proceed

The Forest Preserve District's Chief Financial Officer and Chief Attorney have approved this item.

The vendor has met the Minority and Women Business Enterprise Ordinance provisions.

Vendor is in good standing with the State of Illinois

District(s): 3, 4, 9 and 15

**VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER REYES,
MOVED APPROVAL OF BID RECOMMENDATION (13FINA0042). THE
MOTION CARRIED.**

13FINA0043

Transmitting a Communication dated March 19, 2013, from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (the "District") to enter into a contract with RNR Contractors Inc., Morris, Illinois.

Reason: Contract 12-80-60 consists of demolishing selective buildings and bridges at the former Rolling Knolls Golf Course in accordance with the District's specifications. RNR Contractors Inc., Morris, Illinois, was the lowest responsive and responsible of two (2) bidders.

The bid results were as follows:

- | | |
|------------------------------|---------------|
| 1. RNR Contractors Inc. | \$157,777.00* |
| 2. Pan-Oceanic Eng. Co. Inc. | \$260,000.00 |

** RNR bid \$157,732.00, but after further examination, RNR made a mathematical error in its calculation. Their actual bid was \$157,777.00.*

Sealed bids were received, opened and publicly read at the Bid Opening on February 15, 2013.

Estimated Fiscal Impact: \$157,777.00 (Buildings Account 09-6710)

Contract period: Ninety (90) calendar days from issuance of the Notice to Proceed

The Forest Preserve District's Chief Financial Officer and Chief Attorney have approved this item.

The vendor has met the Minority and Women Business Enterprise Ordinance provisions.

Vendor is in good standing with the State of Illinois.

District(s): 15

**VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER REYES,
MOVED APPROVAL OF BID RECOMMENDATION (13FINA0043). THE
MOTION CARRIED.**

13FINA0044

Transmitting a Communication dated, March 19, 2013 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (the "District") to enter into a contract with McGinty Brothers, Inc., Long Grove, Illinois.

Reason: Contract 13-31-103 consists of, the removal of herbaceous and woody invasive plants through herbicide application, cutting, mowing or other mechanical and manual means with removal of debris generated by these activities in Zanders Woods, within Thornton-Lansing Road Nature Preserve Region 9, Thorn Creek Division.

McGinty Brothers, Inc.; Long Grove, Illinois, was the lowest responsive and responsible of seven (7) bidders.

Sealed bids were received, opened and publicly read at the Bid Opening on February 1, 2013.

The bid results, based on various per acre costs, were as follows:

1. McGinty Brothers, Inc.	\$5,935.00
2. Pizzo and Associates	\$6,775.99
3. Cardno, JF New	\$9,195.00
4. Encap, Inc.	\$10,442.50
5. Integrated Lakes Management	\$12,582.50
6. Conservation Land Stewardship	\$14,062.00
7. Tallgrass Restoration, LLC.	\$19,070.00

The total amount of the contract is anticipated not to exceed \$219,920.00, of which the District was awarded a grant through the National Fish and Wildlife Foundation (NFWF) for \$100,000.00. The District is required to provide a \$119,920.00 grant match.

Estimated Fiscal Impact: Not to exceed \$\$119,920.00 after reimbursement (Restoration/Landscape Account 09-6750)

Contract period: From issuance of purchase order through October 1, 2014

The Forest Preserve District's Chief Financial Officer and Chief Attorney have approved this item.

The vendor has met the Minority and Women Business Enterprise Ordinance provisions.

Vendor is in good standing with the State of Illinois

District(s): 6

**VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER REYES,
MOVED APPROVAL OF BID RECOMMENDATION (13FINA0044). THE
MOTION CARRIED.**

13FINA0045

Transmitting a Communication dated, March 19, 2013 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (the "District") to enter into a contract with Pizzo and Associates, Leland, Illinois.

Reason: Contract 13-31-102 consists of, the removal of herbaceous and woody invasive plants through herbicide application, cutting, mowing or hand-pulling as well as removal of debris generated by these activities. Also controlled burning to stimulate native plants and reduce exotic plants as well as brush pile burning to remove woody debris in accordance with the District's specifications in Sand Ridge Nature Preserve, Sand Ridge Nature Center, Green Lake Savanna and Jurgensen Woods Region 9, Thorn Creek Division.

Pizzo and Associates; Leland, Illinois, was the lowest responsive and responsible of seven (7) bidders.

Sealed bids were received, opened and publicly read at the Bid Opening on February 1, 2013.

The bid results, based on various per acre costs, were as follows:

1. Pizzo and Associates	\$11,299.81
2. McGinty Brothers, Inc.	\$14,958.50
3. Encap, Inc.	\$15,031.82
4. Integrated Lakes Management	\$16,807.50
5. Cardno, JF New	\$17,464.00
6. Conservation Land Stewardship	\$19,532.00
7. Tallgrass Restoration, LLC.	\$24,410.00

The total amount of the contract is anticipated not to exceed \$510,000.00, of which the District was awarded a grant through the United States Fish and Wildlife Service (USFWS) for \$350,000.00. The District is required to provide a \$160,000.00 grant match.

Estimated Fiscal Impact: Not to exceed \$160,000.00 after reimbursement (Restoration/Landscape Account 09-6750)

Contract period: From issuance of purchase order through September 14, 2014

The Forest Preserve District's Chief Financial Officer and Chief Attorney have approved this item.

The vendor has met the Minority and Women Business Enterprise Ordinance provisions.

Vendor is in good standing with the State of Illinois.

District(s): 4 and 6

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER REYES, MOVED APPROVAL OF BID RECOMMENDATION (13FINA0045). THE MOTION CARRIED.

13FINA0046

Transmitting a Communication dated, March 19, 2013 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (the "District") to enter into a contract with Groundskeeper Landscape, Orland Park, Illinois.

Reason: Contract 13-31-107 consists of the removal of 1,263 trees, due mostly to impacts from the Emerald Ash Borer, in accordance with the District's specifications in Region 6, Palos Division. Groundskeeper Landscape, Orland Park, Illinois, was the lowest responsive and responsible of six (6) bidders.

Sealed bids were received, opened and publicly read at the Bid Opening on February 13, 2013.

The bid results were as follows:

1.	Groundskeeper Landscape	\$104,238.00
2.	McGinty Bros.	\$123,376.45
3.	Homer Tree Service	\$127,114.80
4.	Clean Cut Tree Service	\$139,000.00
5.	Trees R'Us, Inc.	\$141,720.00
6.	Landscape Concepts Management	\$176,820.00

Estimated Fiscal Impact: \$104,238.00 (Restoration/Landscape Account 09-6750)

Contract period: Ninety (90) working days from issuance of purchase order

The Forest Preserve District's Chief Financial Officer and Chief Attorney have approved this item.

The vendor has met the Minority and Women Business Enterprise Ordinance provisions.

Vendor is in good standing with the State of Illinois.

District(s): 17

**VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER REYES,
MOVED APPROVAL OF BID RECOMMENDATION (13FINA0046). THE
MOTION CARRIED.**

13FINA0047

Transmitting a Communication dated, March 19, 2013 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (the "District") to enter into a contract with Powell Tree Care, Elk Grove, Illinois.

Reason: Contract 13-31-105 consists of the removal of 769 trees, due mostly to impacts from the Emerald Ash Borer, in accordance with the District's specifications in Region 1, Poplar Creek Division. Powell Tree Care, Elk Grove, Illinois, was the lowest responsive and responsible of eight (8) bidders.

Sealed bids were received, opened and publicly read at the Bid Opening on February 6, 2013.

The bid results were as follows:

1. Powell Tree Care	\$56,750.00
2. The Care of Trees	\$63,180.00
3. Homer Tree Service	\$67,073.50
4. Groundskeeper Landscape	\$71,741.58
5. Trees R'Us, Inc.	\$73,520.00
6. Winkler's Tree Service	\$83,498.00
7. McGinty Bros.	\$88,765.00
8. Clean Cut Tree Service	\$102,280.00

Estimated Fiscal Impact: \$56,750.00 (Restoration/Landscape Account 09-6750)

Contract period: Forty-Five (45) working days from issuance of purchase order

The Forest Preserve District's Chief Financial Officer and Chief Attorney have approved this item.

The vendor has met the Minority and Women Business Enterprise Ordinance provisions.

Vendor is in good standing with the State of Illinois

District(s): 14

**VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER REYES,
MOVED APPROVAL OF BID RECOMMENDATION (13FINA0047). THE
MOTION CARRIED.**

13FINA0048

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (the "District") to enter into a contract with McGinty Bros. Tree Service, Long Grove, Illinois.

Reason: Contract 13-31-106 consists of the removal of 842 trees, due mostly to impacts from the Emerald Ash Borer, in accordance with the District's specifications in Region 9, Thorn Creek Division. McGinty Bros. Tree Service, Long Grove, Illinois, was the lowest responsive and responsible of six (6) bidders.

Sealed bids were received, opened and publicly read at the Bid Opening on February 13, 2013.

The bid results were as follows:

1. McGinty Bros.	\$66,934.00
2. Vega Tree Service	\$78,000.00
3. Groundskeeper Landscape	\$82,111.00
4. Homer Tree Service	\$86,616.10
5. Trees R'Us, Inc.	\$110,430.00
6. The Care of Trees	\$118,000.00

Estimated Fiscal Impact: **\$66,934.00** (Restoration/Landscape Account 09-6750)

Contract period: Fifty (50) working days from issuance of purchase order

The Forest Preserve District's Chief Financial Officer and Chief Attorney have approved this item.

The vendor has met the Minority and Women Business Enterprise Ordinance provisions.

Vendor is in good standing with the State of Illinois.

District(s): 4, 5 and 6

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER REYES, MOVED APPROVAL OF BID RECOMMENDATION (13FINA0048). THE MOTION CARRIED.

SECTION 4

13FINA0049

Your Committee was presented with the Revenue Report for the period ended December 31, 2012 for the Corporate Fund, as presented by the Finance and Administration Department.

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER REYES, MOVED TO RECEIVE AND FILE THE REVENUE REPORT. THE MOTION CARRIED.

SECTION 5

Your Committee has considered the following item and upon adoption of this report, the recommendation is as follows:

Your Committee was presented with the Revenue Report for the period ended December 31, 2012 for the Corporate Fund, as presented by the Finance and Administration Department.

COMMUNICATION NO. 13FINA0032

Transmitting a Communication dated February 4, 2013 from

ARNOLD L. RANDALL, General Superintendent

Requesting permission to discuss with the Finance Committee in executive session the possible acquisition of real estate property to be utilized as a future forest preserve.

***Referred to the Committee on Finance on February 4, 2013.**

Commissioner Steele, seconded by Commissioner Silvestri, moved to enter into executive session pursuant to Illinois Statute, 5ILCS 120/2, Section C5, which reads “The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.” Section C7, which reads “The sale or purchase of securities, investments, or investment contracts. This exception should not apply to the investment of assets or income of funds deposited into the Illinois Prepaid Tuition Trust Fund.”

ROLL CALL ON THE MOTION TO ENTER INTO EXECUTIVE SESSION

Yeas: Commissioners Butler, Daley, Fritchey, Gainer, Garcia, Gorman, Murphy, Reyes, Schneider, Silvestri, Sims and Suffredin (14)

Nays: None (0)

Absent: Commissioners Beavers, Collins and Tobolski (3)

The motion to enter into executive session Carried.

Vice Chairman Steele, seconded by Commissioner Silvestri moved to Approve the action reflected in Communication No. 13FINA0032, and the related handout included, but not limited to the acquisition of a note and real estate as recommended by the Forest Preserve District. Vice Chairman Steele called for a roll call, the vote of yeas and nays being as follows:

**ROLL CALL ON THE MOTION TO APPROVE
COMMUNICATION NO. 13FINA0032**

Yeas: Commissioners Butler, Collins, Daley, Fritchey, Gainer, Gorman, Murphy, Reyes, Schneider, Silvestri, Sims, Suffredin, Vice Chairman Steele and Chairman Goslin (14)

Nays: None - 0

Absent: Commissioners Beavers, Garcia and Tobolski (3)

The motion to approve Communication No. 13FINA0032, Carried.

Vice Chairman Steele moved to adjourn the meeting, seconded by Commissioner Reyes. The motion carried and the meeting was adjourned.

OFFICE OF THE GENERAL SUPERINTENDENT

Commissioner Gorman, seconded by Commissioner Steele, moved that the Proposed Agreement be approved and adopted. **The motion carried unanimously.**

* * * * *

**PROPOSED AGREEMENT
FRIENDS OF THE FOREST PRESERVE**

Transmitting a Communication dated March 19, 2013 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for Forest Preserve District of Cook County (the "District") to enter into an agreement with the Friends of the Forest Preserve ("FOTFP") for the purpose of facilitating projects to be undertaken in 2013 on lands owned and/or managed by the District in connection with Chicago Conservation Leadership Corps ("CLC") Program.

Reason: The CLC Program will engage forty high school students and nine adult leaders in hands-on ecological restoration activities including invasive species removal at four sites in the District for a six week paid internship during the summer of 2013. The program promotes stewardship of natural lands by the next generation of conservation leaders by engaging students in hands-on conservation, ecological awareness education activities, and enjoyment of the forest preserves. The program is run by the (FOTFP) in partnership with the Student Conservation Association.

Estimated Fiscal Impact: not to exceed \$200,000.00. Contract period: From date of execution to December 31, 2013. (Restoration/Landscape Account 09-6750)

The Chief Financial Officer and Chief Attorney have approved this item.

District(s): Districtwide

Commissioner Gorman, seconded by Commissioner Steele, moved that the Proposed Agreement be approved and adopted. **The motion carried unanimously.**

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**PROPOSED AGREEMENT
UNIVERSITY OF ILLINOIS EXTENSION OUTREACH PROGRAMS**

Transmitting a Communication dated March 19, 2013 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (the "District") to enter into an agreement with the University of Illinois Extension, Chicago, Illinois.

Reason: The University of Illinois Extension ("Extension") will provide educational and public outreach programs, thus significantly expanding educational opportunities for youth and adult populations within Cook County. The District's Education Manager and staff will work with Extension staff to coordinate and direct these educational activities.

The University of Illinois Extension is in good standing with the State of Illinois.

Fiscal Impact: \$250,000.00. Contract period: July 1, 2012 through December 31, 2013. (Intergovernmental Services Account 01-6900)

The Chief Financial Officer and Chief Attorney have approved this item.

District(s): Districtwide

Commissioner Gorman, seconded by Commissioner Steele, moved that the Proposed Agreement be approved and adopted. **The motion carried unanimously.**

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**PROPOSED AGREEMENT
ILLINOIS NATURE PRESERVES COMMISSION**

Transmitting a Communication dated March 19, 2013 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the District to enter into a premises sharing agreement with the Illinois Nature Preserves Commission (INPC) for the purpose of facilitating additional collaboration between the District and INPC to support the respective mission of both agencies.

Reason: The District has twenty-two (22) properties throughout our holdings that have earned the designation of Illinois Nature Preserve through the INPC dedication process. The agreement will allow for INPC staff and District staff to collaborate on various land management activities related to the Illinois Nature Preserve sites throughout the District. The District will make available to INPC approximately four-hundred (400) square feet of workspace in the property commonly known as Salt Creek Resource Management, 500 Ogden Avenue, Western Springs, Il., for the use by one or more employees of the INPC.

Estimated Fiscal Impact: None. Contract Period: From date of execution to December 31, 2014.

The Chief Financial Officer and Chief Attorney have approved this item.

District(s): 16

Commissioner Gorman, seconded by Commissioner Silvestri, moved that the Proposed Contract be approved and adopted. (Commissioner Gorman and Silvestri voted Present). **The motion carried.**

* * * * *

**PROPOSED CONTRACT
FOR THE NORTH BRANCH TRAIL-LAKE COOK ROAD EXTENSION**

Transmitting a Communication dated March 19, 2013 from

ARNOLD L. RANDALL, General Superintendent

Requesting authorization for the District to enter into and execute a contract with Christopher B. Burke Engineering LTD (CBBEL), Rosemont, Illinois, to provide Phase III Engineering services for the North Branch Bicycle Trail- Lake Cook Road Extension.

Reason: The project is a cooperative project with the Chicago Botanic Garden. The Project will include Phase III engineering of approximately 1 mile of bicycle trail along Lake-Cook Road from the Chicago Botanic Garden to the Green Bay Trail with Illinois Transportation Enhancement Program (ITEP) funding administered by the Illinois Department of Transportation.

On September 8, 2011, the Board of Commissioners approved the firm of Christopher B. Burke Engineering Ltd. to prepare phase I engineering plans for the project. On February 2, 2012 the Board also approved a Cost Share Agreement with the Chicago Horticultural Society for this project

Phase I & II engineering for the North Branch Bicycle Trail Lake Cook Road Extension are now complete. The Request for Proposal for the project issued in 2011 assumed that the same consultant team would prepare plans for phase I ,II and III engineering subject to negotiation of the scope and budget for phase III engineering after completion of phase I& II engineering, and approval by the Board of Commissioners.

The total cost for phase III engineering is not to exceed \$158,714.75. In accordance with the

Cost Share Agreement, the District's total cost for all phases of the project is capped at \$100,000.00 and the District has already paid over \$90,000.00 for previous phases of work so that its portion of the cost for this Phase III engineering work will not exceed \$9,522.86.

CBBEL is in good standing with the State of Illinois.

Estimated Fiscal Impact: \$9,522.86 after reimbursement. Contract Period: One year from issuance of the Notice to Proceed. (Trails Account 09-6780).

The Chief Financial Officer and Chief Attorney have approved this item.

The Vendor has met the Minority and Women Business Enterprise Ordinance Provisions.

District(s):13

Commissioner Gorman, seconded by Commissioner Steele, moved that the Proposed Contract Renewal be approved and adopted. (Commissioner Silvestri voted Present). **The motion carried.**

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**PROPOSED CONTRACT RENEWAL
TREE AND STUMP REMOVAL
AND EMERGENCY SERVICES**

Transmitting a Communication dated March 19, 2013 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (the "District") to exercise its option to renew, retroactively, the following contract: Contract 11-31-116S (South Region), Winkler Tree and Landscaping, Inc. La Grange Park, Illinois

Reason: The District utilizes this time and materials contract for dead tree removal, tree pruning, trail pruning, storm damage clean-up, road side tree removal, stumping operations and emergency response in accordance with the detailed specifications as the need arises. Fees will be paid based on the services provided. This contract is the last of three contracts to share a not to exceed amount of \$300,000.00. **The other two Contracts:** 11-31-114N (North Region), Vega Tree Service Inc., Stone Park, Illinois **and** 11-31-115C (Central Region), Vega Tree Service Inc., Stone Park, Illinois were **previously approved for extension** by the Board on February 4, 2013.

Estimated Fiscal Impact: will not exceed \$300,000.00 (The combined total of this Contract 11-31-116S, Contract Numbers 11-31-114N, and 11-31-115C) Contract period: Retroactively, from January 1, 2013 through December 31, 2013 (The original contracts were awarded on December 15, 2011 with two (2) one-year renewal options.). (Restoration/Landscape Account 09-6750)

The Chief Financial Officer and Chief Attorney have approved this item.

The Vendor has met the Minority and Women Business Enterprise Ordinance Provisions.

District(s): Districtwide

Commissioner Gorman, seconded by Commissioner Steele, moved that the Proposed Intergovernmental Agreement be approved and adopted. **The motion carried unanimously.**

* * * * *

**PROPOSED INTERGOVERNMENTAL AGREEMENT
CITY'S GREENCORPS CHICAGO PROGRAM**

Transmitting a Communication dated March 19, 2013 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (the "District") to extend an intergovernmental agreement with the City of Chicago for the purpose of utilizing the City's Greencorps Chicago Program to facilitate various restoration and habitat enhancement projects.

Reason: The City of Chicago Department of Transportation manages a green industry job training program called Greencorps Chicago. Greencorps Chicago provides re-entry opportunities and skills to unemployed individuals in landscaping and horticulture, tree care, ecological restoration, chain saw operation, herbicide application, seed collection, plant identification, regional ecology and prescribed burn training. The District wishes to utilize Greencorps Chicago crews in undertaking certain ecological restoration and habitat enhancement projects, as well as other related land management projects. The District has assisted the City in recent years with training and educational opportunities. This agreement affords an opportunity for the District and the City's Greencorps program to enhance their mutually beneficial relationship.

The Vendor is in good standing with the State of Illinois.

Estimated Fiscal Impact: not to exceed \$250,000.00. Contract period: Date of execution through December 31, 2013. (Restoration/Landscape Account 09-6750).

The Chief Financial Officer and Chief Attorney have approved this item.

District(s): Districtwide

Commissioner Goslin, seconded by Commissioner Steele, moved that the Proposed Intergovernmental Agreement Amendment be approved and adopted. **The motion carried unanimously.**

* * * * *

**PROPOSED INTERGOVERNMENTAL AGREEMENT AMENDMENT
WITH THE COUNTY OF COOK FOR BOARD SECRETARY, BUREAU OF
TECHNOLOGY, CONTRACT COMPLIANCE
AND BUREAU OF HUMAN RESOURCES SERVICES**

Transmitting a Communication dated March 19, 2013 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (the "District") to amend an intergovernmental agreement with the County of Cook to reference additional services to be provided to, and reimbursed by, the District including, but not limited to, services provided by Cook County's Secretary to the Board's office, Bureau of Technology, Contract Compliance and Human Resources office. The amendment also includes an annual payment by the District for the use of space in one or more County-owned facilities.

Reason: The District desires to provide reasonable compensation to the County for additional services provided to the District by the County.

Estimated Fiscal Impact: Not to exceed \$345,000.00 per annum. Intergovernmental Agreement period: Retroactive from January 1, 2008 to December 31, 2013 (Agreement shall automatically renew for additional one-year terms unless otherwise terminated). (Various Corporate Fund Accounts)

The Chief Financial Officer and Chief Attorney have approved this item.

District(s): Districtwide

Commissioner Murphy, seconded by Commissioner Steele, moved to suspend the rules so that this matter may be considered. **The motion carried unanimously.**

* * * * *

Commissioner Murphy, seconded by Commissioner Steele, moved that the Proposed Land Acquisition be approved and adopted. **The motion carried unanimously.**

* * * * *

**PROPOSED LAND ACQUISITION
7 HICKORY LANE**

Transmitting a Communication dated March 19, 2013 from

ARNOLD L. RANDALL, General Superintendent

On July 13, 2011 this Honorable Body authorized the Forest Preserve District of Cook County ("District") to apply for an Open Space Land Acquisition and Development ("OSLAD") grant in order to

pursue the acquisition of 2.00 ± acres commonly known as 7 Hickory Lane, Unincorporated Cook County, Illinois (see Exhibit A for details), as an addition to current District holdings adjacent to the Wolf Road Prairie. The property provides a buffer to the District's Wolf Road Prairie Nature Preserve, one of the District's finest natural area properties.

Through negotiations, the landowner, David Turza, as holder of Power of Direction over Standard Bank and Trust as Trustee under Trust Number 19874 dated April 3, 2007 (the "Seller"), has agreed to sell the subject property to the District for the sum of NINE HUNDRED THOUSAND DOLLARS AND 00/100 (\$900,000.00). The purchase price is based upon two 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. (Land Acquisition Account 25-6800). The District was awarded an OSLAD grant for up to 50% of the acquisition costs (\$450,000) that will be reimbursed to the District upon completion of this transaction.

EXHIBIT A

OWNER OF RECORD: Standard Bank and Trust as Trustee under Trust Number 19874 dated April 3, 2007

PRICE: \$900,000

ACREAGE: 2.00± acres

SQUARE FOOTAGE: 87,188.83± square feet

PINs: 15-30-400-027-0000

LEGAL: * Legal Description provided in the back up materials

The Chief Financial Officer and Chief Attorney have approved this item.

District(s): 16

Commissioner Murphy, seconded by Commissioner Steele, moved to suspend the rules so that this matter may be considered. **The motion carried unanimously.**

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Commissioner Murphy, seconded by Commissioner Gorman, moved that the Proposed Land Acquisition be approved and adopted. **The motion carried unanimously.**

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**PROPOSED LAND ACQUISITION
LYONS PARCEL B**

Transmitting a Communication dated March 19, 2013 from

ARNOLD L. RANDALL, General Superintendent

The Forest Preserve District of Cook County (“District”) has identified a parcel of land for acquisition that would add to the District’s current holdings near Plank Road Meadow. The parcel, commonly known as 8190-8210 West Ogden Avenue, Lyons, Illinois, consists of approximately 0.78 ± acres of vacant land that would extend the existing greenway along the Des Plaines River (see Exhibit A for details).

Through negotiations, the landowner, Boardwalk on the Danube LLC (the “Seller”), has agreed to sell the subject property to the District for the sum of TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$275,000.00). The purchase price is based upon two 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. (Land Acquisition Account 25-6800).

EXHIBIT A

OWNER OF RECORD: Boardwalk on the Danube LLC

PRICE: \$275,000

ACREAGE: 0.78 ± acres

SQUARE FOOTAGE: 33,976.80 ± square feet

PINs: 18-02-203-019, 18-02-203-039, 18-02-203-041, 18-02-203-042

LEGAL: * Legal Description provided in the back up materials

The Chief Financial Officer and Chief Attorney have approved this item.

District(s): 16

Commissioner Murphy, seconded by Commissioner Steele, moved to suspend the rules so that this matter may be considered. **The motion carried unanimously.**

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Commissioner Murphy, seconded by Commissioner Gorman, moved that the Proposed Land Acquisition be approved and adopted. **The motion carried unanimously.**

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**PROPOSED LAND ACQUISITION
POWDERHORN PRAIRIE ADDITION**

Transmitting a Communication dated March 19, 2013 from

ARNOLD L. RANDALL, General Superintendent

The Forest Preserve District of Cook County ("District") has identified a parcel of land for acquisition that would add to the District's current holdings near the Powderhorn Prairie (the "Property"). The Property, commonly known as 13403 South Avenue K, Chicago, Illinois 60633, consists of approximately 28.15 ± acres (see Exhibit A for details). The Property includes significant acreage of wetlands and is adjacent to and provides a buffer to the District's Powderhorn Prairie Preserve, one of the District's finest natural area properties.

Through negotiations, the landowner, Avenue K Land, LLC (the "Seller"), has agreed to sell the Property to the District for the sum of EIGHT HUNDRED THOUSAND DOLLARS AND 00/100 (\$800,000.00). The purchase price is based upon two 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 the Property.

The District's Chief Financial Officer has reviewed this request and acknowledges that funds for the acquisition are available. (Land Acquisition Account 25-6800)

EXHIBIT A

OWNER OF RECORD: Avenue K Land LLC, An Illinois Limited Liability Company

PRICE: \$800,000

ACREAGE: 28.15 ± acres

SQUARE FOOTAGE: 1,226,214 ± square feet

PINs: 26-32-309-006-0000

LEGAL: * Legal Description provided in the back up materials

The Chief Financial Officer and Chief Attorney have approved this item.

District(s): 4

Commissioner Goslin, seconded by Commissioner Steele, moved to suspend the rules so that this matter may be considered. **The motion carried unanimously.**

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Commissioner Goslin, seconded by Commissioner Steele, moved that the communication be received and filed. **The motion carried unanimously.**

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**REPORTS
CHICAGO BOTANIC GARDEN**

Transmitting a Communication dated March 19, 2013 from

ARNOLD L. RANDALL, General Superintendent

The Chicago Botanic Garden (“CBG”) and the Forest Preserve District of Cook County (the “District”) have agreed to work collaboratively to attempt to identify and monitor rare plant species at various District locations via the Plants of Concern program for the Chicago Wilderness region. Plants of Concern engages citizens and scientists to monitor the Chicago Wilderness region’s rarest plants, assess trends in their populations and provides important data used to conserve our rapidly declining floral heritage.

Commissioner Goslin, seconded by Commissioner Steele, moved that the communication be received and filed. **The motion carried unanimously.**

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**REPORTS
RESIDENT WATCHMAN 2012 ANNUAL REPORT**

Transmitting a Communication dated March 19, 2013 from

ARNOLD L. RANDALL, General Superintendent

Pursuant to section 1-9-3(B)(13) of the Code of Ordinances for the Forest Preserve District of Cook County (the "District"), the General Superintendent is required to provide the District Board of Commissioners an Annual Report regarding the Resident Watchmen Program. This is a “receive and file”, for calendar year 2012, providing a recap of the Resident Watchman program with an updated listing of residents, summary of duties performed and expenses for 2012.

Commissioner Gorman, seconded by Commissioner Murphy, moved that the communication be received and filed. **The motion carried unanimously.**

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**REPORTS
THE FOREST PRESERVE DISTRICT OF COOK COUNTY**

RECREATION MASTER PLAN

Transmitting a Communication dated March 19, 2013 from

ARNOLD L. RANDALL, General Superintendent

On April 4, 2012, the District Board approved the selection of a consultant team led by GreenPlay, LLC, to assist in developing a plan to provide guidance on improving existing recreational facilities and developing new recreation facilities on District property. After extensive research, outreach and public input, the Recreation Master Plan is now complete. Copies of the completed plan have been distributed to the Board of Commissioners and can also be downloaded from the District's website www.fpdcc.com.

Estimated Fiscal Impact: None

District(s): Districtwide

Commissioner Gorman, seconded by Commissioner Murphy, moved that the communication be received and filed. **The motion carried unanimously.**

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CALENDAR OF EVENTS

MARCH 2013

In addition to the dozens of free programs at the District's six Nature Centers each month, the following special events are taking place in March. For a full list of events in the Forest Preserve District, visit fpdcc.com/events.

Tuesday, March 19
7:30 p.m.

Spring 2013 Lecture Series: It's Better in the Mud: Saving Endangered Amphibians in South America By Dr. Alejandro Grajal
Discovery Center, Brookfield Zoo
A fungus is devastating populations of amphibians so quickly that biologists are scrambling to safeguard a third of the world's frogs, toads, and salamanders in protected settings. Join Dr. Alejandro Grajal, the Chicago Zoological Society's senior vice president for conservation, education, and training, as he shares his involvement in Society field programs to save endangered amphibians in Colombia and Venezuela.
Cost: \$13 for zoo members; \$16 for non-members

Saturday, March 23
9:30 a.m. and 1:00 p.m.

Weekend Family Class: Homemade Ice Cream
Chicago Botanic Garden
Get an up close look at one of the world's tiniest seeds from the vanilla orchid, make a batch of ice cream, and pot up a plant that can flavor ice cream. Registration and fee apply

Saturday, March 23
10:00 a.m.

Photo Meet-Up
Crabtree Nature Center, Barrington Hills

JOURNAL OF PROCEEDINGS FOR MARCH 19, 2013

The District is hosting a new series for photographers of all skill levels. A naturalist will lead a brief tour sharing vistas and natural life.

Saturday, March 23
1:00 p.m.

Gardening for Birds, Butterflies and You
The Harold “Hal” Tyrell Trailside Museum of Natural History, River Forest

Learn about native plants and design elements to attract desirable animals to your garden.
For adults. Registration required by 3/22.

Saturday, March 23
Sunday, March 24
11:00 a.m. – 4:00 p.m.

Malott Japanese Garden Spring Weekend
Chicago Botanic Garden

Celebrate spring by writing a seasonal haiku and making a cherry blossom hanging scroll, plus try other hands-on events.

Sunday, March 31
1:00 p.m.

Fossil Hunt

Sagawau Environmental Learning Center, Lemont

Learn about the sea life that existed here 400 million years ago. We will drive to the CCC quarry and search for their fossils. Meet at the Learning Center.

Sunday, March 31
11:00 a.m. and 1:00 p.m.

Easter Egg Brunch

Chicago Botanic Garden

Enjoy brunch and an Easter egg roll at the Garden and spend the rest of the day viewing all that spring has to offer. Registration and fee apply

Tuesday, April 2
7:30 p.m.

Spring 2013 Lecture Series:

Guano and Anchovies: The Amazing Story of Conservation Programs at Punta San Juan, Peru by Dr. Mike Adkesson

Discovery Center, Brookfield Zoo

The wildlife at coastal Punta San Juan, Peru, is perched atop a fragile ecosystem that depends on a healthy ocean. Dr. Mike Adkesson, Vice President, clinical medicine at the Chicago Zoological Society, is part of a team that conducts health assessments on Humboldt penguins. The project, begun in 2007, continues to grow every year. Join Dr. Adkesson for a firsthand look at the team’s efforts for this ecosystem and its people.

Cost: \$13 for zoo members; \$16 for non-members

Saturday, April 6, 2013
1:30 p.m.

Leaders in Conservation Series: John Muir

Little Red School House, Willow Springs

The “Father of our National Parks” was a renowned naturalist and conservationist. His writings and passion influenced President Teddy Roosevelt’s national conservation programs. Join us as we take a closer look at an extraordinary life.

JOURNAL OF PROCEEDINGS FOR MARCH 19, 2013

- Saturday, April 6
Sunday, April 7
10:00 a.m. – 4:00 p.m.
- Illinois Orchid Society Spring Show and Sale
Chicago Botanic Garden
Come join the Illinois Orchid Society at their spring show and sale in which individual orchids in 128 classes will vie for ribbons.
- Everyday starting April 6
through October 27
- Dinosaurs Alive!
Brookfield Zoo
Starting in April 2013, Brookfield Zoo guests can take a trip back millions of years and experience Dinosaurs Alive!
Presented by Dominick's. Come and enjoy this unique, fun, and educational exhibit of Tyrannosaurus proportions that will feature supersized animatronic dinosaurs, including favorites like Stegosaurus and Triceratops, as well as obscure dinosaur species with unusual characteristics, like feathers.
Cost: \$5 for adults and \$3 for children and seniors over 65 in addition to regular zoo admission. Children 2 and under are free. **Members pay ½ price.**
- Sunday, April 7
1:30 p.m.
- Cold-Blooded Crawl
River Trail Nature Center, Northbrook
Ever wonder what it is like for our native turtles, snakes and frogs to wake after months of hibernation? Come meet some of our local “herps” and find out.
- Tuesday, April 9, 8:00 a.m.
- Tuesday Mornings are for the Birds!
Sand Ridge Nature Center, Calumet City
Bring your binoculars and join a naturalist to enjoy the spring migration. We'll visit the best birding spots at Sand Ridge and check out the once-a-year best color showing of warblers and other migratory birds. We have binoculars to loan.

Commissioner Schneider, seconded by Commissioner Daley, moved to adjourn. The motion carried and the meeting was adjourned.