

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA
MARCH 3, 2010

COMMUNICATIONS

ITEM #1

Chairman Gregg Goslin has requested to change the location of the April 7th , 2010 10:00 A.M. regularly scheduled Forest Preserve District Finance Committee Meeting from the Cook County Board Room, located at 118 N. Clark Street, 5th Floor, Chicago, IL 60602 to **CAMP SAGAWAU, 12545 West 111th Street, Lemont, IL 60439. CAMP SAGAWAU is located 100 yards east of Archer Ave., or four miles west of Swallow Cliff Toboggan Slides on Rt. 83 near Lemont, Illinois.** Approval is recommended.

ITEM #2

President Todd H. Stroger has requested to change the location of the April 7, 2010 10:00 A.M. regularly scheduled Forest Preserve District Board Meeting from the Cook County Board Room, located at 118 N. Clark Street, 5th Floor, Chicago, IL 60602 to **CAMP SAGAWAU, 12545 West 111th Street , Lemont, IL 60439. CAMP SAGAWAU is located 100 yards east of Archer Ave., or four miles west of Swallow Cliff Toboggan Slides on Rt. 83 near Lemont, Illinois.** Approval is recommended.

ITEM #3

The Planning and Development Department has prepared in electronic format, the “2009 Construction Completion Report”. This report outlines by facility types, projects that have been completed in 2009. Funding for these projects is provided by SB83 bond proceeds, Illinois First funds, Capital Development funds or third party sources such as grants. To be received and filed.

ITEM #4

Transmitting for Receive and File, in electronic format, the 2009 Resident Watchman Annual Report.

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PROPOSED AGREEMENT

ITEM #5

It is respectfully requested that authority be granted for the Forest Preserve District of Cook County to continue an agreement with the University of Illinois College of Veterinary Medicine to perform laboratory testing of blood and tissue samples and detect any potential transmittal of diseases from animals to humans. (i.e. Rabies, West Nile, Chronic Waste and Avian Flu). The Board of Forest Preserve Commissioners has provided funding for this program in the Annual Appropriations Ordinance since 2008.

Payment for services rendered will not exceed \$40,000.00 to the University of Illinois College of Veterinary Medicine.

The information collected in conjunction with the District's Wildlife Biologist will be similar to the data collected since 1994 and will be provided to Public Health Officials in Cook County and the U.S. Center for Disease Control in Atlanta, Georgia.

The District's Chief Financial Officer has reviewed the funding for these services and acknowledges that sufficient funds are available in the Department of Resource Management Department's "Wildlife Disease Monitoring and Health Studies" Account # 013100-630336. Approval is recommended.

INTERGOVERNMENTAL AGREEMENTS

ITEM #6

It is respectfully requested that the District be authorized to enter into the attached Intergovernmental Agreement with the Village of Lemont in consideration of the receipt of ten dollars (\$10.00) from the Village of Lemont.

INTERGOVERNMENTAL AGREEMENT FOR WATER SERVICE

This Intergovernmental Agreement is dated _____, 2010, by and between the Village of Lemont, Cook County, Illinois ("Village") and Forest Preserve District of Cook County ("District")

RECITALS

- A. The Village and District are units of local government in Cook County, Illinois.

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ITEM #6(cont'd)

B. The District operates a number of Forest Preserve Areas in Cook County, including that area commonly referred to as "Camp Sagawau," (the "District Property"). The District Property is shown on **Exhibit 1** attached hereto.

C. The Village has a utility system which supplies water and sanitary sewer to residents and nonresidents.

D. The District desires to supply the District Property with a reliable source of sewer and water. To that end the District has constructed certain water and sanitary sewer lines to service the District Property (the "District Utility Lines"). As-built drawings of the District Utility Lines are identified on **Exhibit 2** attached hereto.

E. In cooperation with the Village, the District has oversized the District Utility Lines and extended said Lines beyond the District Property into adjacent Village-controlled right-of-way. This extension and oversizing will facilitate the Village's ability to extend water and sewer service to areas within and without the Village.

F. The parties desire to enter into an agreement pursuant to which (i) the District will convey that portion of the District Utility Lines located off of District Property (the "Village Lines") for a nominal consideration; (ii) the District will waive any entitlement to recapture for the cost of oversizing the District Utility Lines; (iii) the Village will supply water and sewer to the District Property through the District Utility Lines; and (iv) the Village will waive water and sewer recapture fees.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE VILLAGE AND THE DISTRICT, as follows:

Section 1: **Incorporation of Recitals.** The Recitals set forth hereinabove are incorporated as if set forth herein.

Section 2: **Agreement to Convey Village Lines.** The District agrees to make the following Utility Line conveyances to the Village by bill of sale for nominal consideration of \$10.00:

- (a) The entire 8" gravity sewer system and manholes on Main Street;
- (b) The water line system located outside of District property west of the existing water meter vault.

Section 3: **Waiver of Recapture;Maintenance**

- (a) The District waives any entitlement to recapture for having oversized the District Lines and Village Lines in order to accommodate the Village's water and sewer service programs.

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ITEM #6(cont'd)

(b) The Village waives any water and sewer connection or tap-on fees that might otherwise be assessed to the District.

(c) The District shall maintain the meter vault and meter on District property.

Section 4: **Agreement to Provide Water and Sewer Service to the District Property.** In consideration for the matters set forth in Sections 2 and 3 the Village hereby agrees to provide the District Property with a water and sewer service, utilizing the Village Utility Lines and District Utility Lines. Said Utility Lines shall be metered. The District shall be responsible for all maintenance costs connected with that portion of the District Utility Lines located on District Property.

Section 5: **Billing; Rate** The Village shall bill the District for water and sewer service supplied at the Village's rate charged to other governmental bodies as such rate may change from time to time. The District will make timely payments in accordance with the Village's billing cycle for residential properties. No garbage collection or any other charge shall be added to the bill.

Section 6: **Term.** This Agreement shall run for an indefinite term, commencing on the date hereof, and concluding at such time as the Village ceases to provide a public water supply to its residents.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day, month and year first above written.

ITEM #7

Transmitted for your review and approval is a proposed Intergovernmental Agreement (“IGA”) between the County of Cook (“Cook County”) and the Forest Preserve District of Cook County (the “District”). The IGA will authorize the Cook County Department of Administrative Hearings to adjudicate violations of certain Cook County ordinances, which incorporate by reference various District ordinances, alleged in citations issued by District police officers. Per the IGA, the Cook County Department of Revenue will be in charge of collecting any and all fines associated with the citations issued by District police officers for alleged violations of the aforementioned Cook County ordinances and subsequently shall remit such funds, minus any collection and audit costs incurred by Cook County, to the District on a monthly basis.

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ITEM #7 (cont'd)

It is respectfully requested that your Honorable Body approve the IGA and that authority be given to the District to enter into the IGA.

INTERGOVERNMENTAL AGREEMENT BETWEEN COOK COUNTY AND
THE FOREST PRESERVE DISTRICT OF COOK COUNTY

WHEREAS, the Forest Preserve District of Cook County (hereinafter, "Forest Preserve District" is a unit of local government under Section 1 of Article VII of the Constitution of Illinois of 1970; and

WHEREAS, the Forest Preserve District is authorized by the Forest Preserve District Act to enact ordinances to ensure that its property is used by the public safely and efficiently; and

WHEREAS, the County of Cook (hereinafter, "County") is a unit of local government under Section 1 of Article VII of the Constitution of Illinois of 1970; and a home rule unit pursuant to Section 6 (a) of Article VII of the Constitution of Illinois of 1970; and

WHEREAS, pursuant to Section VI (a) of Article VI (a) of the Constitution of Illinois of 1970, as a home rule, unit the County may exercise any power and perform any function pertaining to its government and affairs, within the boundaries of the county, including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare, subject to certain exceptions, not relevant to this agreement; and

WHEREAS Division 5-41 of the County's Code authorizes a county to utilize the administrative adjudication process to enforce its ordinances; and

WHEREAS, the County has in place a Department of Administrative Hearings duly authorized by the Illinois Counties Code to hear and decide alleged violations of Cook County ordinances; and

WHEREAS, Section 10 of Article VII of the Constitution of Illinois of 1970 authorized units of local government to "contract or otherwise associate among themselves" for the purpose of obtaining services; and

WHEREAS, the County is about to enact an ordinance which: (1) incorporates by reference certain ordinances of the Forest Preserve District (2) authorizes the Cook County Department of Administrative Hearings to adjudicate alleged violations of these incorporated ordinances and (3) authorizes the Cook County Department of Revenue (hereinafter, "Department of Revenue") to receive and collect fines and costs which result from the adjudication of these incorporated ordinances.

NOW, THEREFORE, the County and the Forest Preserve District agree as follows:

Section I: Incorporation of Recitals

The recitals set forth above are incorporated herein as though fully set forth.

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ITEM #7 (cont'd)

Section II: Services Provided

A. After the effective date of the incorporation of the ordinances described above, and on a date which the County and Forest Preserve District agree to, Hearing Officers of the Department of Administrative Hearings will adjudicate County ordinance violations alleged in citations issued by police officers of the Forest Preserve District. All adjudication services provided by the Department of Administrative Hearings shall conform to the requirements of applicable State Law, applicable County ordinances, and applicable Forest Preserve District ordinances.

B. The Department of Revenue will accept payment of: (1) fines voluntarily paid by individuals to whom citations were issued by Forest Preserve District police officers for violating Forest Preserve District ordinances incorporated into the County's Code of Ordinances, (2) any fines imposed by the Administrative Hearing Officers upon finding a violation of any Forest Preserve District ordinance incorporated into the County's Code of Ordinances and (3) costs assessed against the respondents by the Hearing Officers of the Department of Administrative Hearings. The Department of Revenue will deposit the fines collected in a dedicated account.

C. On or before the fifteenth day of each month, the funds deposited in said dedicated account during the previous month shall be paid to the Forest Preserve District, less any collection and audit costs incurred by the County. Any costs related to collection and auditing of the collected fines shall be retained by the County. Costs assessed against the respondent by the hearing officer shall also be retained by the County. At the end of each calendar month the Department of Administrative Hearings will provide to the Forest Preserve District a record of cases heard, dispositions made and fines imposed and the Department of Revenue will provide to the Forest Preserve District a report detailing the costs collected.

Section III: Reservation of Rights

By utilizing the adjudication services of the Department of Administrative Hearings, the Forest Preserve District is not surrendering its right to prosecute alleged violations of its ordinances in any court of competent jurisdiction, provided, however, that principal venue for prosecuting alleged violations of Forest Preserve District ordinances, rules and regulations shall be in the Department of Administrative Hearings.

Section IV: Hold Harmless

The Forest Preserve District shall indemnify and hold harmless the County for all actions taken by the Department of Administrative Hearings pursuant to and in furtherance of this Intergovernmental Agreement.

Section V: Termination

This Intergovernmental Agreement may be terminated by either party for any reason provided the termination is in writing and signed by a duly authorized representative of the terminating party. The effective date of termination shall be the date written notice of termination is delivered to the non-terminating party, such delivery to be documented by the person or entity delivering the notice. Notice of said termination shall be forwarded to both the Cook County Board of Commissioners and the Forest Preserve District Board of Commissioners for their receipt and information.

Section VI. Miscellaneous

A. Amendments. No revision, modification or amendment of this Agreement shall be effective unless set forth in writing, approved by the parties and properly executed on their behalf.

B. Governing Law. This Agreement is governed by and shall be construed according to the laws of the State of Illinois.

C. Compliance with Laws. The Parties hereto agree to observe and comply with all applicable Federal, State and local laws which may in any manner affect performance under this Agreement.

D. Severability. In the event that any provision(s) of this Agreement is determined to be legally invalid, the Parties agree that such particular provision shall be null and void, but the remainder of this Agreement shall remain in full force and effect.

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ITEM #7 (cont'd)

Section VII. Notices

All notices given under this Agreement shall be in writing and shall be served during regular business hours. Notices shall be served at the following addresses:

To the County: President
 Cook County Board of Commissioners
 118 N. Clark Street, Room 537
 Chicago, IL 60602

With a copy to: Director of Administrative Hearings
 118 N. Clark Street, Room 1149
 Chicago, IL 60602

To the District: Superintendent
 Forest Preserve District of Cook County
 536 N. Harlem Avenue
 River Forest, IL 60305

All notices shall be effective upon their receipt by the persons to whom they are directed.

Duly executed as authorized by law this _____ of _____, 2010.

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COMMUNICATIONS

ITEM #8

The District has received a request from the U.S. Army Corps of Engineers (Corps) for a right-of-entry to construct a barrier on properties that the FPD leases from the Metropolitan Water Reclamation District (MWRD). The barrier is intended to reduce the potential of Asian carp migrating from the Des Plaines River into the Chicago Sanitary and Ship Canal. The proposed barrier would be located in close proximity to the District's recently constructed Centennial Trail.

The MWRD probably has the authority under the lease to take back the property for uses it deems appropriate.

The FPD has reviewed the Corps' Land Use Request Form, and attached the Land Use Review Summary Form. Asian carp exhibits (4) forwarded under separate cover. The Corps has expressed a desire to have this issue resolved no later than the first of April.

To be referred to the Real Estate Committee.

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LAND USE REVIEW SUMMARY FORM

Date of Application: January 27, 2010

Name of Applicant: United States Army Corps of Engineers (USACE)

Purpose of Proposed Request: The USACE is requesting approval of Right of Entry Agreement to construct a barrier on property the District leases from MWRD. The barrier is intended to reduce the potential of Asian Carp migrating from the Des Plaines River into the Chicago Sanitary and Ship Canal, thereby eventually dispersing into Lake Michigan.

General Location of Proposed Impacted District Land: Between Willow Springs Road and Route 83 and on both sides of Lemont Road between the DuPage County line and the Will County

Acreage and or square footage of proposal impacted District Land: The USACE is requesting a Right of Entry to construct on a strip of land approximately 7 miles long by 50 feet wide (approximately 1,848,000 sq/ft or 42.42 acres).

Potential Impact to District Land: Temporary closure of Centennial Trail during construction, visual impacts to the trail, and limited access to property on one side of the barrier.

Alternatives Considered: Alternatives considered were No Action and variations in barrier materials/construction methods. According to USACE this is the only location that a barrier would be effective for the intended purpose. Alternate barrier location considerations (not on District property) were not presented.

Completion Date of Staff Review: February 18, 2010

Referred to Board of Commissioners

Not referred to Board of Commissioners **XX**


General Superintendent

2-25-10
Date

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ITEM #9

Commissioner Larry Suffredin transmitting for Receive and File, the 2009 Miami Woods and Prairie Ecological Restoration report.

COMMITTEE REPORT

ITEM #10

FINANCE.....MARCH 3, 2010

MOTION TO ADJOURN

The next regularly scheduled Board Meeting is set for April 7, 2010.