

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

MAY 5, 2010

COMMUNICATIONS

ITEM #1

On Friday, April 23, 2010, the District hosted 3 of the 19 Illinois High School Association Bass Fishing Sectionals held throughout the State. Sites included Skokie Lagoons, Busse Reservoir, and Tampier Lake. Thirty High Schools. 164 student athletes.

Three teams from each Sectional qualified for the State meet at Carlyle Lake.

Skokie Lagoons: Oak Park Fenwick H.S., Chicago Taft H.S., Winnetka New Trier H.S.

Busse Reservoir: Wheaton-Warrenville South H.S., Des Plaines Maine West H.S., Elmhurst York H.S.

Tampier Lake: Hinsdale Central H.S., Westmont H.S., Lemont H.S. To be Received and Filed.

ITEM #2

Transmitting for Receive and File, two letters of appreciation from, the National Transportation Safety Board (NTSB), and the Village of Western Springs, thanking Deputy Commander Jerry Janosz and the quick response of the Forest Preserve Police.

ITEM #3

The Forest Preserve District of Cook County is co-sponsor along with the Des Plaines River Association, and the Lake County Forest Preserves of the 53rd running of the **Des Plaines River Canoe and Kayak Marathon** on Sunday, May 16, 2010.

The Marathon, founded in 1957 by Ralph Frese, is the second oldest continual canoe race in the United States and has introduced thousands of canoeists to the scenic beauty and natural wonder of the Preserves along the Des Plaines River.

Everyone is welcome! First-timers, old-timers, and serious competitors of all ages and skill levels can enjoy the excitement, challenge, and camaraderie of this exciting event. Go to canoemarathon.com to register for the race.

Mark May 16 as the day to flex your paddling muscles or to soak up the good food and fun at the **Dam #2 Woods Finish Line Event**. Racers will be crossing the finish beginning at 1:00 pm. To be received and filed.

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ITEM #4

Requesting that the District be authorized to apply for an Illinois Department of Natural Resources' Public Museum Capital Grant for up to \$725,000.00 for the restoration and repair of early nineteenth century historically replicated cabins and forge at Sand Ridge Nature Center. The deadline for applications is May 21, 2010. District 4

INTERGOVERNMENTAL AGREEMENT

ITEM #5

The Forest Preserve District operates and maintains the Thorn Creek Bicycle Trail and portions of the Burnham Greenway Bicycle Trail in southeastern Cook County, near the Village of Lansing. The Lan-Oak Park District is planning the extension of the Burnham Greenway Bicycle Trail south through the Village of Lansing and into Indiana and a spur off of that trail that would extend to the District's Thorn Creek Trail. A 1.5 mile portion of the spur trail is proposed to be constructed by the Park District on Forest Preserve property.

The cost of design and construction of the 1.5 mile bicycle trail spur shall be entirely the responsibility of the Lan-Oak Park District. There is no cost to the District. Upon completion of construction, the bicycle trail will become the property of the District.

Therefore, it is respectfully requested that permission be granted to the Forest Preserve District of Cook County to enter into the attached Intergovernmental Agreement with the Lan-Oak Park District to construct a bicycle trail spur.

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**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE LAN-OAK PARK DISTRICT, LANSING, ILLINOIS
AND
THE FOREST PRESERVE DISTRICT OF COOK COUNTY**

This AGREEMENT is entered into this _____ day of _____ AD, 2010, by and between THE LAN-OAK PARK DISTRICT, LANSING, ILLINOIS, a municipality of the State of Illinois, hereinafter called the "PARK DISTRICT" and THE FOREST PRESERVE DISTRICT OF COOK COUNTY, an Illinois body politic and corporate, hereinafter called the "FPDCC".

WITNESSETH:

WHEREAS, the PARK DISTRICT and the FPDCC are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, the PARK DISTRICT and the FPDCC are Illinois governmental entities subject to the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and are authorized to mutually cooperate in providing services to the public; and

WHEREAS, the FPDCC is authorized, pursuant to the powers granted in the Cook County Forest Preserve Act, 70 ILCS, 810/0.01 *et seq.*, to hold lands containing one or more natural forests or parts thereof or land or lands connecting such forests or parts thereof, or lands capable of being forested, or capable of being restored to a natural condition, for the purpose of protecting and preserving the flora, fauna, and scenic beauties within the FPDCC, and to restore, restock, protect and preserve the natural forests and such 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 FPDCC owns walking and riding trails through its forest preserve property for the use of the general public, including the residents of the PARK DISTRICT, as shown on Exhibit "A" attached hereto and incorporated herein, said parcels and boundaries and features hereinafter collectively referred to as the "SUBJECT PROPERTY", and

WHEREAS, the PARK DISTRICT desires to improve certain FPDCC trails contained on the SUBJECT PROPERTY (hereinafter referred to as the "PROJECT") which lies within its corporate limits at the PARK DISTRICT's sole cost and expense as shown in Exhibit "B" attached hereto; and

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WHEREAS, the PARK DISTRICT and the FPDCC by this instrument, desire to determine and establish their respective responsibilities toward the PROJECT as to the manner in which the work is to be performed on the SUBJECT PROPERTY concerning engineering, construction, insurance, security, inspection of the work, reporting, funding and maintenance of the PROJECT as proposed; and

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the parties hereto agree as follows:

I. ENGINEERING

A. The PARK DISTRICT agrees, at its expense, to perform preliminary and final design engineering, and prepare the final plans and specifications for the PROJECT.

B. The FPDCC shall review the plans and specifications for the preliminary concept methodology for the PROJECT within thirty (30) calendar days of receipt thereof. After review the FPDCC will send a letter to the PARK DISTRICT indicating its approval or its disapproval. Approval by the FPDCC shall mean the FPDCC agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the SUBJECT PROPERTY. In the event of disapproval, the FPDCC will detail in writing its objections to the proposed plans and specifications for review and consideration by the PARK DISTRICT.

C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section VI, of this AGREEMENT.

D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the FPDCC by the PARK DISTRICT.

E. The PARK DISTRICT agrees to assume the overall PROJECT responsibility including assuring that all permits as may be required by the PROJECT, are secured by the PARK DISTRICT in support of general project schedules and deadlines. All parties hereto agree to cooperate, insofar as their individual jurisdictional authorities allow with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT. The PARK DISTRICT shall comply with all applicable FPDCC ordinances now in force or hereafter enacted.

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II. INSURANCE

A. The PARK DISTRICT shall obtain from each independent contractor engaged to perform work on the SUBJECT PROPERTY the following insurance coverages, which shall be maintained in force until the PARK DISTRICT has furnished the FPDCC with a letter certifying that the PROJECT is completed.

i. Workers Compensation Insurance with limits as required by the applicable statutes of the State of Illinois.

ii. Employer's Liability Insurance with the limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease.

iii. Commercial General Liability Insurance with the limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Commercial Liability policy shall include, but not be limited to the following:

(a) Premises/operations coverage.

(b) Products/completed operations coverage.

(c) Contractual liability coverage (specifically covering the indemnification obligations).

(d) Personal injury coverage (with the employment exclusion deleted).

(e) Broad form property damage coverage.

(f) Explosion, collapse and underground coverage.

(g) Independent contractor liability coverage.

(h).The policy of Commercial General Liability Insurance shall include an endorsement naming the DISTRICT and PARK DISTRICT as additional insurers.

iv. Comprehensive Motor Vehicle Liability Insurance with the limits of not less than \$1,000,000 each accident bodily injury/property damage combined single limit.

v. Umbrella or Excess Insurance with limits of not less than \$3,000,000 per occurrence bodily injury/property damage combined single limit. The

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Umbrella or Excess Insurance shall provide excess coverage for the coverages required under subparagraphs

iii and iv above and shall either include an endorsement naming the FPDCC and the PARK DISTRICT as additional insurers or provide "following form" coverage for the primary insurance.

vi. The foregoing insurance coverages shall be provided by companies authorized to transact business in the State of Illinois and acceptable to and approved by the FPDCC and the PARK DISTRICT. Each independent contractor shall make available a Certificate of Insurance for each of the coverages specified above and, if requested, copies of the policies issued by the insurers. Each certificate and policy shall provide that no cancellation or modification of the policy will occur without at least thirty (30) calendar days prior written notice to the FPDCC and the PARK DISTRICT. The PARK DISTRICT shall not allow any contractor to commence work on the SUBJECT PROPERTY until all the insurance coverages required under this paragraph have been obtained and satisfactory evidence thereof has been furnished to the FPDCC. Each contract between the PARK DISTRICT and a contractor shall provide that the FPDCC is intended as a third party beneficiary of the insurance obligation required of the contractor under this paragraph.

III. CONSTRUCTION AND FINANCING

A. The PARK DISTRICT shall advertise and receive bids, or add this work to an existing contract, provide construction engineering inspections for, and cause the PROJECT to be constructed in accordance with the PROJECT final approved plans and specifications.

B. In the event the PARK DISTRICT, its employees or agents, or any independent contractor or subcontractor engaged to perform the PROJECT on the SUBJECT PROPERTY causes any damage to trees, shrubs, or other vegetation or landscaping, or any improvements lying outside the boundaries of the SUBJECT PROPERTY or applicable designated area, the PARK DISTRICT shall pay the cost of replacement in the case of trees, shrubs or other vegetation, and in the case of landscaping or improvements, shall pay the cost of restoring the landscaping or improvement to its original condition. Said costs shall be calculated on the basis of the current replacement or restoration cost, as the case may be, as determined by the FPDCC for all material, labor and incidentals necessary to completely correct the damage.

C. The FPDCC authorizes the PARK DISTRICT, its employees or agents, or any other independent contractor or subcontractor to enter upon the SUBJECT PROPERTY as necessary for the construction, inspection, maintenance of the trail improvements project upon proper notice to the FPDCC's authorized representative. Following the completion of the

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PROJECT all areas affected or disturbed by the work shall be restored to approved plans and specifications.

D. In no event shall the FPDCC be responsible for or have any obligation with respect to the safety of any person performing work on the SUBJECT PROPERTY, including, but not limited to, the employees and volunteers of the PARK DISTRICT or of any independent contractor or subcontractor.

E. After award of the construction contract(s), any proposed changes from the final approved plans and specifications that affect the FPDCC shall be submitted to the FPDCC for approval prior to commencing such work. The FPDCC shall review the proposed changes and indicate its approval or disapproval thereof in writing. If the proposed changes to the Plans and Specifications are not acceptable, the FPDCC shall detail in writing its specific objections. If the PARK DISTRICT receives no written response from the FPDCC within fifteen (15) calendar days after delivery to the FPDCC of the proposed change, the proposed change shall be deemed approved by the FPDCC.

F. The PARK DISTRICT shall provide fifteen (15) calendar days written notice to the FPDCC prior to commencement of work on the PROJECT.

G. The PARK DISTRICT shall indemnify, hold harmless and defend the FPDCC, its President, Commissioners, officers and employees and further shall require its contractor(s) working within the SUBJECT PROPERTY to indemnify, hold harmless and defend the FPDCC, its President, Commissioners, officers and employees as its interests may appear, from and against all claims, demands, payments, suits, actions, recoveries and judgment of every name and description, brought or recovered against them or either or any of them for or on account of any personal injuries, bodily injuries (including death), or damage to tangible property received or sustained by any person or persons whomever by reason of any negligent act or omission of the PARK DISTRICT, its agents, servants, contractor(s) or subcontractors in the performance of said services, or by or in consequence of any negligence or carelessness by the PARK DISTRICT, its agents, servants, contractor(s) or subcontractors, in connection with the same or on account of the death, injuries to persons who shall be engaged in or about the service to be performed under this Agreement; and on account of liability or obligation imposed directly or indirectly upon the FPDCC by reason of any law of the State of Illinois or the United States now existing or which shall hereafter be enacted imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the death of, or injuries to employees of the PARK DISTRICT, its agents, servants, contractor(s) and subcontractors. Upon completion of the trails improvements project, the provisions of this section shall cease.

H. The FPDCC and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work. The FPDCC shall assign

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personnel to perform inspections on behalf of the FPDC of all work included in the PROJECT affecting the SUBJECT PROPERTY, and will deliver written notices to the PARK DISTRICT. The PARK DISTRICT shall issue notices to the designated FPDC representative(s) as indicated in Section VI of this AGREEMENT.

I. No inspections, approvals of the plans and specifications or the work by the FPDC or its employees, officers or agents shall relieve the PARK DISTRICT's contractor(s) of responsibility and liability for the proper performance of the work as determined by the PARK DISTRICT; and PARK DISTRICT inspections and approvals shall not be considered a waiver of any right the FPDC may have pursuant to this AGREEMENT. All FPDC communications and correspondence with the PARK DISTRICT's contractor(s) or relating to a contract shall be through the PARK DISTRICT, unless otherwise specifically approved by the PARK DISTRICT. In the event a FPDC representative discovers work that is not being performed or has not been performed in accordance with the final approved Plans and Specifications, the FPDC representative shall promptly notify the PARK DISTRICT or the PARK DISTRICT's duly designated representative.

IV. FINANCIAL

A. The PARK DISTRICT agrees to pay all PROJECT related engineering, construction engineering and construction costs. The FPDC acknowledges that the Park District obtained a Congestion Mitigation Air Quality (CMAQ Program grant sponsored by the US Department of Transportation, Federal Highway Administration (the "Grant) and that the Project will be funded in part by the Grant.

B. The PARK DISTRICT shall promptly pay all costs and expenses relating to the PROJECT and shall not allow any liens on SUBJECT PROPERTY.

C. The PARK DISTRICT shall maintain, for a minimum of three (3) years after the completion of the PROJECT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT. All books, records, and supporting documents related to the PROJECT shall be available for review and audit by either party to this AGREEMENT.

V. MAINTENANCE - RESPONSIBILITIES

A. Upon completion of the PROJECT, the FPDC agrees to take such measures as are necessary to ensure that the SUBJECT PROPERTY is maintained in accordance with the Grant and in a reasonably safe condition in accordance with its own standard routine maintenance and repairs of trails operated throughout its forest preserve property.

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B. In the event that any part of the final approved plans and specifications for the PROJECT require maintenance and repairs beyond the scope of the Grant requirements and the standard and routine maintenance and repairs of trails by the FPDCC, the PARK DISTRICT shall assume responsibility for its proportionate share of any additional related maintenance and repair costs as identified by the FPDCC.

VI. GENERAL PROVISIONS

A. It is understood and agreed that this is an INTERGOVERNMENTAL AGREEMENT between the Forest Preserve District of Cook County, Illinois and the PARK DISTRICT of Des Plaines, Illinois.

B. Wherever in this AGREEMENT, approval or review by either the FPDCC or the PARK DISTRICT is provided for, said approval or review shall not be unreasonably delayed or withheld.

C. Not later than fourteen (14) calendar days after execution of this AGREEMENT, each party shall designate a representative, in writing, to the other party who shall serve as the full time representative of the said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other party.

D. In the event of a dispute between the FPDCC and the PARK DISTRICT representatives in the preparation of the Plans and Specifications, or changes thereto, or in the carrying out of the terms of this AGREEMENT, the Director of Engineering of the PARK DISTRICT and the FPDCC's duly appointed representative shall meet and resolve the issue.

E. Any dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT that is not resolved as provided above shall be resolved by decision of the General Superintendent of the FPDCC and the General Superintendent of the PARK DISTRICT, and their decision shall be final.

F. In the event either party breaches any provision set forth herein during the term of this AGREEMENT, the other party may serve written notice of the default on the party alleged to have committed the breach. The breaching party shall have thirty (30) calendar days from the effective date of the notice to cure the breach. If the breaching

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party fails to cure the breach within said thirty (30) day period, the non-breaching party shall have the right to terminate this AGREEMENT by serving ten (10) calendar days' notice thereof on the breaching party.

G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the parties hereto.

I. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.

J. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and approved assigns.

K. In the event either party is required to initiate an action, whether legal or equitable, to enforce any provision of this AGREEMENT, the prevailing party (as determined by the court) in such action shall be entitled to recover all of its costs and expenses, including reasonable expert witness and attorney fees.

L. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Cook County, Illinois.

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CHECK LETTER

ITEM #6

On April 7, 2010 this Honorable Body approved an Ordinance whereby the District was authorized to pursue the acquisition of the Deer Grove East Addition consisting of 7 parcels that would preserve a total $6 \pm$ acres, located in Palatine Township, Cook County, Illinois, on Dundee Road approximately a quarter mile east of Quentin Road. The District has since concluded negotiations on **Parcel A of the Deer Grove East Addition** (the "Property"), which consists of 4 contiguous parcels totaling $1.79 \pm$ acres (See Exhibit A for description.) The Property is immediately adjacent to the Deer Grove East Preserve and includes over 250 feet of Salt Creek and both of its banks.

Through negotiations, the landowner has agreed to sell the Property to the District for the sum of THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00). The purchase price is based upon two M.A.I. certified appraisals obtained by the District.

Based upon Board approval of this transaction, including the purchase price and the attached Sale and Purchase Agreement; it is requested that a check in the amount of THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) be issued. The check shall be made payable to Chicago Title Insurance Company as full compensation for the acquisition of said property.

The District's Chief Financial Officer has reviewed this request and acknowledges that funds for the acquisition are available in Land Acquisition Account #066000-680010 of the Real Estate Acquisition Fund. Approval is recommended. District 14

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EXHIBIT A

OWNER: PNC Bank; Owner of Record, Forest Glade Estates Inc., A
Dissolved Corporation of Illinois

AMOUNT: \$300,000.00

ACREAGE: 1.79 ± acres

SQUARE FOOTAGE: 77,972 ± square feet

ADDRESS: 650 West Dundee Road, Palatine, IL 60067

LEGAL:

THAT PART OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHWEST ¼ WITH THE WESTERLY LINE OF RIGHT OF WAY OF PALATINE LAKE ZURICH AND WAUCONDA RAILROAD THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 10 A DISTANCE OF 253.565 FEET, THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID RAILROAD RIGHT OF WAY A DISTANCE OF 466.07 FEET TO THE CENTER LINE OF DUNDEE ROAD; THENCE EASTERLY ALONG THE SAID CENTER LINE OF DUNDEE ROAD A DISTANCE OF 255.875 FEET TO THE WESTERLY LINE OF SAID RAILROAD RIGHT OF WAY; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

NOW KNOWN AS:

LOTS 1, 2, 3 AND 4 IN FOREST GLADE SUBDIVISION OF THE NORTH ½ OF THE WEST ½ OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 02-10-100-050-0000, 02-10-100-051-0000, 02-10-100-052-0000,
02-10-100-053-0000

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SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 20__ (the "Effective Date") by **CAPSTONE REALTY, INC.**, ("Seller") and **FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS**, an Illinois special district, with a mailing address of 69 West Washington Street, Suite 2010, Chicago, Illinois 60602 ("Purchaser").

I. THE PURCHASE PRICE

1.1 **Property.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the real property described on Exhibit A, attached hereto and located at 650 W. Dundee Road, Palatine, Illinois, PINs: 02-10-100-050, 051, 052 and 053 (the "Property").

The Property shall include, without limitation, the sale of all Seller's rights, title and interest, if any, in and to adjacent streets, alleys and rights-of-way (all of which rights, title and interests will be hereinafter collectively referred to as the "Appurtenant Rights").

1.3 **Purchase Price.** The purchase price to be paid for the Property shall be **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)** (the "Purchase Price"). There shall be no earnest money deposit.

II. TITLE AND SURVEY MATTERS

2.1 **Title.** Seller agrees to convey by a Special Warranty Deed, good and marketable fee simple title to the Property together with the Appurtenant Rights, to Purchaser, subject only to:

- (a.) Applicable zoning laws or ordinances governing the Property;
- (b.) Acts by Purchaser or anyone claiming by through or under Purchaser;
and
- (c.) Real Estate Taxes not yet due and owing, if any.

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Full possession of the Property is to be delivered to Purchaser at Closing.

2.2 **Title Insurance: Affidavit of Title.** Seller shall provide to Purchaser a current 2006 ALTA Owner's Title Commitment and 2006 format Owner's Title Policy, including extending coverage, issued by Chicago Title Insurance Company. The amount of the insurance shall equal the amount of the Purchase Price. Seller shall be responsible for the cost of the title insurance including extended coverage. Purchaser shall be responsible for the cost any other title endorsements.

2.3 **Survey.** Seller shall obtain an ALTA/ACSM Land Title Survey ("Survey") of the Property, prepared by a registered Illinois land surveyor. The Survey is to be reasonably acceptable to Chicago Title to issue extended coverage. Seller agrees to provide the Surveyor with unlimited access to the Property to perform and complete an accurate Survey of the Property.

2.4 **Title Curing.** Purchaser shall notify Seller immediately if the title commitment or Survey disclose defects that in the Purchaser's reasonable judgment render title and/or use of the Property unmarketable or unusable. Seller shall have ten (10) days to have the exceptions removed from the commitment or to correct the Survey defect, or to have the Title Company commit to insure against loss or damage that may be occasioned by such title exceptions or Survey defects. If Seller fails to have the exceptions and defects removed or otherwise cured such defects within ten (10) days, Purchaser may negotiate with Seller to take title with a corresponding deduction in the Purchase Price or Purchaser may decide not proceed with purchase of the property and thereby be absolved from any and all obligations herein stated. If title or survey discloses defects that the Purchaser deems unacceptable and such are not cured within a ten day period Purchaser shall not be bound by any of the obligations of this Contract and such Contract shall be deemed to be unenforceable.

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III. **INSPECTION AND DISCLOSURE MATTERS**

3.1 **Property Information**. Seller agrees to provide Purchaser copies of any existing studies or reports that it has relating to the physical condition of the Property or structure located thereon, including but not limited to:

- (a.) Surveys;
- (b.) Soil, geotechnical or engineering reports;
- (c.) Environmental assessments or reports (including asbestos surveys);
- (d.) Site plans, building plans, drawings and permits;
- (e.) Maintenance agreements affecting the Property; and
- (f.) Any other information or documentation that Seller may have relating to the Property.

3.2 **No Hazardous Materials**. To the best of Seller's knowledge, the Property has not been used, for the manufacture, generation, disposal, storage, or release of "Hazardous Substances or Materials". To the best of Seller's knowledge there are no "Hazardous Substances or Materials" located in, on or under or about the Property. The term "Hazardous Substances or Materials" shall include, but not be limited to:

- (a.) Any oil, flammable substances, petroleum or petroleum waste products, including, without limitation, crude oil or any petroleum derived substance or constituent of any such petroleum substance or waste;
- (b.) Radioactive materials;
- (c.) Explosives;
- (d.) Polychlorinated biphenyl (PCBs);
- (e.) Pesticides;

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- (f.) Hazardous or toxic wastes, substances, or any other materials or pollutants which pose a hazard or danger to the Property or to persons on or about the Property or cause the Property to be in violation of any Environmental Law (as hereinafter defined); or
- (g.) Asbestos and asbestos containing materials.

Environmental Law means any federal, state or local law, ordinances, regulations or policies relating to the environment, to the protection of human health and safety, soil, air and ground water conditions.

3.3 **No Underground Storage Tanks.** Seller represents to Purchaser that to the best of its knowledge there are no underground storage tanks located on the Property, and that the Seller is not otherwise required to comply with the disclosure requirements of the Illinois Responsible Property Transfer Act.

3.4 **Property Status.** From the effective date until the Date of Closing, Seller shall neither accept any offer from nor negotiate with any other prospective purchaser.

Security and Maintenance Prior to Closing. It shall be Seller's responsibility to maintain and secure the Property to the date of Closing and to the date that Seller delivers the Property to Purchaser.

- 3.5 **Access.** On 48 hours prior notice, Seller agrees to permit Buyer and its agents and contractors access to the Property to conduct, at Buyer's sole cost and expense, such environmental studies or tests, soil tests, and other tests and investigations as Buyer may deem necessary. Such inspections and tests shall be conducted by Buyer in a manner that will not interfere with Seller's use and of the Property. Purchaser agrees to indemnify, defend, and hold Seller, its subsidiaries, its affiliates, and their respective officers, directors, and employees, harmless of and from any claim, proceeding, suit, damage, liability, loss, cost, charge, or expense or any other liability of every nature, kind, and description whatsoever (including, without limitation, reasonable attorney's fees and expenses, whether or not legal proceedings are commenced, and if legal proceedings are commenced, including fees and expenses incurred at trial and all levels of appeal) incurred or suffered by any of the foregoing entities or persons by reason of, resulting from, or arising out of any activity, including, without limitation, tests, inspections, studies and/or investigations performed or caused to be performed by Purchaser on the Premises. This indemnification shall survive the termination of this Agreement and the Closing.

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IV. **THE CLOSING**

4.1 **Closing and Possession**. Closing will take place on or before July 15, 2010 ("Closing" or "Closing Date"). Full possession of the Property shall be given to Purchaser at Closing. Closing shall be held as provided in Section 4.3 below.

4.2 **Escrow Closing**. This sale shall be closed through an escrow with Chicago Title Insurance Company (Governmental Division), at its office located at 171 N. Clark Street, Chicago, Illinois ("Escrow Agent"). The Closing shall be conducted pursuant to the general provisions of the usual form or standard Deed and Money Escrow Agreement then in use by said title insurance company with such special provisions inserted in the escrow agreement as may be mutually agreed upon by the Seller and Purchaser and shall include provisions for a "New York" Style Closing (the "Escrow Agreement"). The cost of the escrow and New York Style Closing Fee shall be borne equally by the Purchaser and Seller. In the event of a conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall govern.

4.3 **Seller's Deposits**. To consummate this transaction, Seller will deliver to Purchaser or deposit with and cause the Escrow Agent to deliver to Purchaser pursuant to the parties' Escrow Agreement:

- (a.) A recordable Special Warranty Deed, executed by Seller, conveying to the Forest Preserve District of Cook County, Illinois, clear fee simple title to the Property, together with the Appurtenant Rights, in accordance with Section 1.2 hereof;
- (b.) A standard ALTA 2006 Form B Owner's Policy of title insurance in the amount of the Purchase Price issued by Chicago Title Insurance Company. Said policy shall insure Purchaser's marketable fee simple title to the Property with no encumbrances, leases, licenses or easements or restrictions, conditions, covenants or liens except Permitted Exceptions listed in paragraph 2.1 above;

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- (c.) An affidavit of title;
- (d.) An ALTA Statement;
- (e.) A current City of Chicago Water Bill Printout Statement;
- (f.) A current (no more than 30 days old) full payment water certification issued by the City of Chicago Water Department;
- (g.) An Environmental Disclosure Document for Transfer of Real Estate, if required;
- (h.) A FIRPTA certificate indicating that Seller is not a person subject to withholding under the Foreign Investment in Real Property Act;
- (i.) The title company's form of "gap" undertaking;
- (j.) Broker Lien Waivers from Seller's and Buyer's Brokers who shall be paid from the Seller's Closing proceeds; if necessary
- (k.) Real Estate transfer tax declarations, City, County and State for this Property;
- (l.) A statement from Seller confirming there are no existing leases, licenses, possession, use or other agreements relating to the Property;
- (m.) IRS form 1099S & Solicitation/exemption certificate;
- (n.) Seller's statement confirming there are no taxes due the State of Illinois that would subject Purchaser to liability under 35 ILCS 5/706 and 5/712 or 35 ILCS 120/5j and Seller will defend, indemnify and hold Purchaser harmless in the event Purchaser is obligated to pay the State of Illinois any taxes due from Seller under these Provisions; and
- (o.) Such other documents as the title company may require to provide the extended coverage and the endorsements listed above.

On the Closing Date, Seller shall furnish to Purchaser the title insurance policy issued by the Title Insurer (or a marked-up Title Commitment) initialed by the Title Insurer agreeing to issue an Owner's 2006 ALTA Owner's Title Insurance Policy.

4.4 **Purchaser's Deposits.** Purchaser at Closing will deliver to Seller or deposit with the Escrow Agent:

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- (a.) The Purchase Price plus Purchaser's title, escrow and recording fees;
- (b.) An ALTA Statement for the Property; and
- (c.) Such other documents as the title company may require to issue the title insurance coverage described herein.

4.5 **Joint Deposits.** Purchaser and Seller will jointly deliver to the Escrow Agent pursuant to the parties' Escrow Agreement:

- (a.) Executed State of Illinois, County of Cook, and City of Chicago real estate transfer tax declarations (or exemptions) for the Property; and
- (b.) A closing statement.

4.6 **Real Estate Taxes.** Seller shall be responsible for all real estate taxes up to the date of Closing. Seller agrees to pay any final real estate tax bill that may be issued against or for the Property. In lieu of a tax escrow account, Seller agrees to hold harmless and to indemnify Purchaser with respect to real estate taxes for the Property prior to the Closing date.

4.7 **Other Costs and Fees.** Seller shall pay the cost of title insurance (including extended coverage) in the amount of the Purchase Price, and one half of the New York Style closing fee and one-half of the escrow fees. Purchaser shall pay one-half of the New York Style Closing Fee and one half of the escrow fee and the cost to record the Special Warranty Deed. Each party shall pay its own attorneys' fees.

V. **GENERAL PROVISIONS**

5.1 **Representations of Seller.** Seller covenants, represents and warrants, as of the date of this Agreement and throughout its term, as follows:

- (a.) Seller owns good and marketable fee simple title to the Property;

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- (b.) Seller has full authority to execute, deliver and perform or cause to be performed this Agreement;
- (c.) The individuals signing this Agreement and all other documents executed on behalf of Seller are duly authorized to sign same and to bind Seller;
- (d.) The Property is vacant and there are no individuals or entities who have any right to occupy or use the Property except Seller. Seller has the authority to tender full possession and title of the Property to Purchaser at Closing;
- (e.) There are no leases, licenses, contracts, options, rights of first refusal or any other agreement with any third party relating to the acquisition or occupancy of the Property;
- (f.) To the best of Seller's knowledge as of the Effective Date;
 - (i.) It has not received Notice of any violation of any City, county or municipal ordinance, law, regulation or other governmental requirement which would materially or adversely affect the Property;
 - (ii) There is no litigation or other proceeding pending or threatened which would materially or adversely affect Seller's title to or ability to convey title to the Property; and
 - (iii) There is no litigation, or other proceeding pending or threatened which would affect Purchaser's use the whole Property for public school, education, or recreational purposes.
- (k.) Neither Seller nor any persons or entity claiming by, through or under Seller has done, suffered or permitted any lien, claim or right of another to be created against the Property, or any portion thereof or any interest therein;
- (l.) Seller has not received any notice of any condemnation or eminent domain proceedings or entered into negotiations for the purchase of the Property, or any part thereof;
- (m.) No portion of the Property is on a state or federal list of properties needing cleanup of Hazardous Substances (as defined above) and the

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Property is not a candidate for such list. No state or federal agency has expended money to clean up hazardous substances from the Property. There are no federal, state, or private actions or proceedings concerning hazardous substances or environmental hazards on the Property, or seeking to enforce state, federal or local environmental laws or regulations. There are no liens in existence of which Seller is aware for environmental cleanup costs against the Seller for the Property;

- (n.) Seller does not currently and never has been required to obtain a permit under the Federal Resource Conservation and Recovery Act to treat, store, or dispose of Hazardous Substances on the Property;
- (o.) Seller has not received notice of any contemplated special assessments relating to the Property or any portion thereof;
- (p.) Seller has not entered into any other agreement pertaining to the Property that will survive Closing; and
- (q.) There are no taxes due the State of Illinois that would subject Purchaser to liability under 35 ILCS 5/706 and 5/712 or 35 ILCS 120/5j and Seller will defend, indemnify and hold Purchaser harmless in the event Purchaser is obligated to pay the State of Illinois any taxes due from Seller under these provisions.

5.2 **Representations of Purchaser.** Purchaser covenants, represents and warrants, as of the date of this Agreement and throughout its term as follows:

- (a.) Purchaser has the power and authority to purchase and accept the Property and all required action and approvals therefore have been duly taken and obtained;
- (b.) Property and all required action and approvals therefore have been duly taken and obtained; and
- (c.) The individuals signing this Agreement and all other documents executed pursuant hereto on behalf of Purchaser are duly authorized to sign same on behalf of the Purchaser and to bind the Purchaser.

5.3 **Survival.** Except to the extent specifically stated to the contrary elsewhere in this Agreement, all representations, warranties, covenants, indemnities, agreements and obligations of the parties contained in this Agreement shall survive the Closing of this transaction for two years.

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5.4 **Eminent Domain.** Seller shall promptly give Purchaser notice if, prior to the Closing Date, eminent domain proceedings are instituted to condemn all or any portion of the Property. Purchaser shall have fifteen (15) days thereafter to terminate this Agreement. If Purchaser does not elect to terminate this Agreement, then Purchaser will pay the Purchase Price to Seller, and Seller shall convey the Property on the Closing Date to Purchaser in its then current condition, upon and subject to all of the other terms and conditions of this Agreement, and assign to Purchaser all of Seller's right, title and interest in and to any claims Seller may have to condemnation awards and/or any causes of action with respect to such condemnation and pay to Purchaser all payments theretofore made to Seller by such condemning authorities.

5.5 **Broker's Commission.** Seller and Purchaser each covenant, represent, and warrant that it has had no dealings or communications with any broker or agent in connection with the consummation of this Agreement, and each covenants and agrees to pay, hold harmless, and indemnify the other from and against any and all cost, expense (including reasonable attorneys' fees), or liability for any compensation, commissions, or charges claimed by any broker or agent with whom the indemnifying party allegedly dealt with respect to this Agreement or the negotiation thereof.

5.6 **Default.** A party will be in default under this Agreement if they breach or fail to fulfill a material condition or requirement of this Agreement within thirty (30) days of written notice from the other party. In the event of a default, the non-defaulting party shall have all rights and remedies available to it in both law and equity.

5.7 **Successors and Assign: Severability.** The terms, covenants and provisions of this Agreement shall extend to, and be binding upon, the respective executors, administrators, heirs, successors and assigns of Seller and Purchaser. If any provision of this Agreement shall to any extent be adjudged invalid or unenforceable, the remainder of this Agreement shall not be affected.

5.8 **Entire Agreement.** This document and the exhibits attached hereto constitute the entire agreement of the parties with respect to the subject transaction. All prior oral and written agreements and statements are entirely superseded by this Agreement. Any future modifications of this Agreement shall be only in writing and signed by both parties.

5.9 **No Waiver.** No delay or failure by either party to exercise or enforce any right hereunder and no partial or single exercise of any such right, shall constitute a waiver of that or any right, unless otherwise expressly provided herein.

5.10 **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois.

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

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5.11 **Notices.** All notices, requests and other writings required under this Agreement (including any notices of the termination) must be in writing and shall be deemed validly given on the date posted if sent by certified mail, return receipt requested, or on the date of delivery if sent by facsimile (with confirmation), or hand delivery addressed as follows (or any other address within the United States that the party to be notified may have designated to the sender by like notice):

PURCHASER:

Forest Preserve District of Cook County, Illinois
69 West Washington Street, Suite 2010
Chicago, Illinois 60602
Attn: Dennis A. White, Chief Attorney
Telephone: 312-603-0033

WITH A COPY TO:

Neal & Leroy LLC
203 N. LaSalle Street Suite 2300
Chicago, Illinois 60601
Attention: Michael D. Leroy
Telephone: (312) 641-7144
Facsimile No.: (312) 641-5137

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SELLER:

PNC Bank, N.A.
1 N. Franklin Street, Suite 2150
Chicago, Illinois 60606
Attention: Laura E. Day
Telephone: (312) 338-5237
Facsimile No.: (312) 384-4623

5.12 **Captions and Headings.** Section captions and headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

5.13 **Date of Agreement: When Binding.** This Agreement shall be deemed effective on the date that the Agreement has been signed by both Seller and Purchaser.

5.14 **Performance.** The parties agree that time is of the essence of this Agreement.

5.15 **Survival.** Except to the extent specifically stated to the contrary elsewhere in this Agreement, all representations, warranties, agreements and obligations of the parties contained in this Agreement shall survive the closing of this transaction for two years from the date of Closing.

5.16 **Calendar Days.** Whenever under the terms of this Agreement, the time for performance of a covenant or condition or for giving a notice falls upon a Saturday, Sunday or holiday, such time for performance or giving of notice shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

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5.17 **Execution Via Facsimile and In Counterparts.** Each party may execute this document in counterparts and deliver such counterpart to the other via facsimile transmission. By executing and exchanging said counterparts in this manner, the parties intend to be bound by the terms of the Agreement. The parties agree to exchange executed original documents within three (3) days after the facsimile transmissions.

5.18 **To the Best of its Knowledge.** When used herein, the phrase “to the best of its knowledge” or any similar phrase shall mean the actual, not constructive, knowledge of the person or entity to which it is attributed, without a duty to investigate.

PROPOSED ORDINANCE

ITEM #7

President Todd H. Stroger transmitting an Ordinance authorizing the issuance of one or more series of General Obligation Bonds (Alternate Revenue Source) of the Forest Preserve District of Cook County, Illinois, in an aggregate principal amount not to exceed \$45,000,000. To be referred to the Finance Committee.

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AN ORDINANCE authorizing the issuance of one or more series of General Obligation Bonds (Alternate Revenue Source) of the Forest Preserve District of Cook County, Illinois, in an aggregate principal amount not to exceed \$45,000,000.

* * *

WHEREAS, the Forest Preserve District of Cook County, Illinois (the “*District*”), is a duly organized and existing forest preserve district created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Cook County Forest Preserve District Act of the State of Illinois, as supplemented and amended; and

WHEREAS, the Board of Commissioners of the District (the “*Board*”) has determined that it is advisable, necessary and in the best interests of the District to acquire land to be used for forest preserve district purposes (the “*Project*”); and

WHEREAS, the recent decline in real estate values has created an opportunity for the District to purchase lands at attractive prices; and

WHEREAS, for the preceding two fiscal years, the District has transferred \$3 million from the Corporate Fund to the Real Estate Acquisition Fund; and

WHEREAS, interest rates for borrowers are at or near historic lows; and

WHEREAS, the District believes it is in the best interest of the District to utilize the \$3 million that it typically transfers from the Corporate Fund to the Real Estate Acquisition Fund on an annual basis for the purpose of covering the debt service on a bond issued for the purpose of acquiring larger tracts of land in the current real estate market.

WHEREAS, the estimated cost thereof, including legal, financial, bond discount, printing and publication costs and other expenses, will be not less than \$45,000,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

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WHEREAS, such costs are expected to be paid for from the proceeds of alternate bonds authorized to be issued at this time pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"); and

WHEREAS, it is necessary and for the best interests of the District that the District proceed with the Project and in order to raise the funds required therefor it will be necessary for the District to borrow an amount not to exceed \$45,000,000 and in evidence thereof to issue one or more series of alternate bonds in an aggregate principal amount not to exceed \$45,000,000, all in accordance with the Debt Reform Act; and

WHEREAS, the revenue sources that will be pledged to the payment of the principal of and interest on the alternate bonds will be all or any portion or combination of the following: (i) collections distributed to the District from those amounts allocated and paid to the District from the Personal Property Tax Replacement Fund of the State of Illinois pursuant to Section 12 of the State Revenue Sharing Act of the State of Illinois, as amended, or from such successor or replacement fund or act as may be enacted in the future, (ii) general corporate purpose taxes of the District, (iii) grants received by the District from the State of Illinois or the United States of America government for land acquisition purposes, (iv) revenue received by the District from The County of Cook, Illinois and (v) proceeds received by the District from the issuance of its general obligation bonds to the fullest extent permitted by law; and

WHEREAS, if such revenue sources are insufficient to pay such alternate bonds, ad valorem property taxes levied upon all taxable property in the District without limitation as to rate or amount, are authorized to be extended and collected to pay the principal of and interest on such alternate bonds:

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NOW, THEREFORE, Be It Ordained by the Board of Commissioners of the Forest Preserve District of Cook County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

Section 2. Determination To Issue Bonds. It is necessary and in the best interests of the District to proceed with the Project in accordance with the preliminary plans and estimate of cost as described, and that for such purpose one or more series of alternate bonds of the District are hereby authorized to be issued and sold from time to time in an aggregate principal amount not to exceed \$45,000,000, known as “General Obligation Bonds (Alternate Revenue Source)” of the District and bearing such series designation or designations as may be appropriate (the “Bonds”).

Section 3. Publication. This ordinance, together with a notice in the following form, shall be published in the *Chicago Sun Times*, the same being a newspaper of general circulation in the District, and if no petition, signed by _____ electors (the same being equal to 7.5% of the registered voters in the District, asking that the issuance of the Bonds be submitted to referendum, is filed with the Secretary of the Board within thirty (30) days after the date of the publication of this ordinance and said notice, then the Bonds shall be authorized to be issued:

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**NOTICE OF INTENT TO ISSUE BONDS
AND RIGHT TO FILE PETITION**

Notice is hereby given that pursuant to an ordinance (the "*Ordinance*"), adopted by the Board of Commissioners of the Forest Preserve District of Cook County, Illinois (the "*District*"), on the day of 2010, the District intends to issue alternate bonds (the "*Bonds*"), in an aggregate principal amount not to exceed \$45,000,000, to acquire land to be used for forest preserve purposes. The revenue sources that will be pledged to the payment of the principal of and interest on the Bonds will be all or any portion or combination of the following: (i) collections distributed to the District from those amounts allocated and paid to the District from the Personal Property Tax Replacement Fund of the State of Illinois pursuant to Section 12 of the State Revenue Sharing Act of the State of Illinois, as amended, or from such successor or replacement fund or act as may be enacted in the future, (ii) general corporate purpose taxes of the District, (iii) grants received by the District from the State of Illinois or the United States of America government for land acquisition purposes, (iv) revenue received by the District from The County of Cook, Illinois and (v) proceeds received by the District from the issuance of its general obligation bonds to the fullest extent permitted by law. If such revenue sources are insufficient to pay the Bonds, ad valorem property taxes levied upon all taxable property in the District without limitation as to rate or amount are authorized to be extended and collected to pay the principal of and interest on the Bonds. A complete copy of the Ordinance follows this notice.

Notice is hereby further given that if a petition signed by _____ or more electors of the District (said number being equal to 7.5% of the registered voters in the District is submitted to the Secretary of the Board of Commissioners of the District (the "*Secretary*") within thirty (30) days after the date of publication of this notice and the Ordinance, an election on the proposition to issue said bonds shall be held on the 7th day of November, 2010. The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed with the Secretary within said thirty (30) day period, the Bonds shall be authorized to be issued.

Dated this day of 2010.

Secretary, Board of Commissioners
Forest Preserve District of Cook County, Illinois

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

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Section 4. Additional Ordinances. If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the Board may adopt additional ordinances or proceedings supplementing or amending this ordinance providing for the issuance and sale of the Bonds and prescribing all the details of the Bonds, so long as the maximum amount of the Bonds as set forth in this ordinance is not exceeded and there is no material change in the Project described herein. Such additional ordinances or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the issuance of the Bonds under applicable law.

Section 5. Severability. If any section, paragraph, clause or provision of this ordinance shall be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

Section 6. Repealer. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this ordinance are to the extent of such conflict hereby repealed.

Adopted 2010.

President, Board of Commissioners

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

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Attest:

Secretary, Board of Commissioners

MINUTES of a regular public meeting of the Board of Commissioners of the Forest Preserve District of Cook County, Illinois, held at the County Board Room, Room 569, 118 North Clark Street, Chicago, Illinois in said Forest Preserve District at 10:00 o'clock A.M., on the day of 2010.

* * *

The meeting was called to order by the President, and upon the roll being called, _____, the President, and the following Commissioners were physically present at said location: _____

The following Commissioners were allowed by a majority of the members of the Board of Commissioners in accordance with and to the extent allowed by rules adopted by the Board of Commissioners to attend the meeting by video or audio conference: _____

No Commissioner was not permitted to attend the meeting by video or audio conference.

The following Commissioners were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President announced that the Board of Commissioners next would consider the adoption of an ordinance authorizing the issuance of general obligation alternate bonds and directing the publication of a notice setting forth the determination of the Board to issue such bonds for the purpose of acquiring land to be used for forest preserve purposes.

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Whereupon Commissioner _____ presented and the _____ read by title an ordinance as follows, a copy of which was provided to each Commissioner prior to said meeting and to everyone in attendance at said meeting who requested a copy:

Commissioner _____ moved and Commissioner _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Commissioners voted AYE: _____

and the following Commissioners voted NAY: _____

Whereupon the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the Secretary to record the same in full in the records of the Board of Commissioners of the Forest Preserve District of Cook County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Secretary, Board of Commissioners

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Commissioners of the Forest Preserve District of Cook County, Illinois (the “Board”), and as such official I am the keeper of the books, records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the day of 2010, insofar as same relates to the adoption of Ordinance No. _____ entitled:

AN ORDINANCE authorizing the issuance of one or more series of General Obligation Bonds (Alternate Revenue Source) of the Forest Preserve District of Cook County, Illinois, in an aggregate principal amount not to exceed \$45,000,000.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were taken openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board on a date that was not a Saturday, Sunday or legal holiday of the State of Illinois, and at least 48 hours in advance of the holding of said meeting, **that a true, correct and complete copy of said agenda as so posted is attached hereto as Exhibit A**, that said meeting was called and held in strict accordance with the provisions of the Cook County Forest Preserve District Act of the State of Illinois, as amended, the Open Meetings Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended, and that the Board has complied with all of the applicable provisions of said Acts and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Forest Preserve District, this day of 2010.

Secretary, Board of Commissioners

(SEAL)

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

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[ATTACH AGENDA]

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

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PETITION

To the Secretary of the Board of Commissioners of the Forest Preserve District of Cook County, Illinois:

We, the undersigned, being registered voters of the Forest Preserve District of Cook County, Illinois, do hereby petition you to cause the following question to be submitted to the voters of said Forest Preserve District: "Shall the Forest Preserve District of Cook County, Illinois, be authorized to issue \$45,000,000 general obligation alternate bonds to acquire land for forest preserve purposes, as provided for by an ordinance adopted by the Board of Commissioners of said Forest Preserve District on the day of 2010, with the revenue source to be used to pay the principal of and interest on said bonds, to be all or any portion or combination of the following: (i) collections distributed to the District from those amounts allocated and paid to the District from the Personal Property Tax Replacement Fund of the State of Illinois pursuant to Section 12 of the State Revenue Sharing Act of the State of Illinois, as amended, or from such successor or replacement fund or act as may be enacted in the future, (ii) general corporate purpose taxes of the District, (iii) grants received by the District from the State of Illinois or the United States of America government for land acquisition purposes, (iv) revenue received by the District from The County of Cook, Illinois and (v) proceeds received by the District from the issuance of its general obligation bonds to the fullest extent permitted by law, unless said moneys and proceeds are insufficient to pay said bonds, in which case ad valorem property taxes levied upon all taxable property in said Forest Preserve District without limitation as to rate or amount are authorized to be extended for such purpose?", and we do hereby further request that said question be certified to the County Clerk of The County of Cook, Illinois, and the Board of Election Commissioners of the City of Chicago, Illinois, and submitted to the voters of said Forest Preserve District at the next election at which said proposition may legally be submitted.

SIGNATURE	STREET ADDRESS OR RURAL ROUTE NUMBER	CITY, VILLAGE OR TOWN	
_____	_____	_____	Cook County, Illinois
_____	_____	_____	Cook County, Illinois
_____	_____	_____	Cook County, Illinois
_____	_____	_____	Cook County, Illinois
_____	_____	_____	Cook County, Illinois
_____	_____	_____	Cook County, Illinois
_____	_____	_____	Cook County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), _____ (City, Village or Town), _____ County, _____ (State), that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

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belief the persons so signing were at the time of signing said petition registered voters of said Forest Preserve District and that their respective residences are correctly stated therein.

Signed and sworn to before me this _____

____ day of _____, 2010.

Notary Public

My commission expires _____

(NOTARY SEAL)

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

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Declaration of official intent regarding certain capital expenditures to be reimbursed from proceeds of an obligation.

WHEREAS, the Forest Preserve District of Cook County Illinois (the “*Issuer*”), has developed a list of capital projects (the “*Projects*”) described in Exhibit A hereto; and

WHEREAS, all or a portion of the expenditures relating to the Projects (the “*Expenditures*”) (i) have been paid within the sixty days prior to the date of this Declaration or (ii) will be paid on or after the date of this Declaration; and

WHEREAS, the Issuer reasonably expects to reimburse itself for the Expenditures with the proceeds of an obligation:

NOW, THEREFORE, Be It and It is Hereby Declared by the Board of Commissioners of the Forest Preserve District of Cook County, Illinois, as follows:

Section 1. The Issuer reasonably expects to reimburse the Expenditures with proceeds of an obligation.

Section 2. The maximum principal amount of the obligations expected to be issued for the Projects is not in excess of \$45,000,000.

Section 3. All actions of the officers, agents and employees of the Issuer that are in conformity with the purposes and intent of this Declaration, whether taken before or after the adoption hereof, are hereby ratified, confirmed and adopted.

Section 4. This Declaration is made pursuant to Treasury Regulations Section 1.150-2.

Section 5. This Declaration shall be filed immediately in the office of the Secretary of the Issuer.

Made this day of 2010.

President, Board of Commissioners

Filing Acknowledged this day of 2010.

Secretary, Board of Commissioners

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

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EXHIBIT A

DESCRIPTION OF CAPITAL PROJECTS

Acquisition of land or rights in land to be used for forest preserve district purposes.

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June 2, 1997

RE: July, 1993 Final Regulations--Reimbursement Rules —
As Revised by May, 1997 Regulations

On June 14, 1993, the Internal Revenue Service (the “*Service*”) released final regulations relating to arbitrage (both yield restriction and rebate) and related matters, hedge bonds, and the reimbursement of prior expenditures with the proceeds of tax-exempt bonds and other obligations (such as notes and financing leases). The final regulations represent the Service’s attempt to provide greater coordination of the rules applicable to tax-exempt bonds and to provide new guidance on various topics. On May 8, 1997, the Internal Revenue Service released various revisions to the final regulations, including revisions to the requirements relating to reimbursement in the case of exempt facility or small issue bonds.

This memorandum addresses the rules contained in the final regulations relating to reimbursement bonds. Unlike the existing reimbursement regulations, which generally apply only to governmental use bonds (*i.e.*, non-private activity bonds), qualified 501(c)(3) bonds and exempt facility bonds where the bond-financed property is owned by a governmental unit, the final regulations apply to all tax-exempt bonds and other obligations, including exempt facility bonds and small issue bonds. Although for most types of bonds the final regulations liberalize the prior requirements that must be satisfied before bond proceeds can be used to reimburse an issuer (or a borrower in a conduit financing), the final regulations significantly change the rules applicable to those bonds that, in the past, were subject only to the SOSOA provisions in Treas. Reg. Section 1.103-8(a)(5) (*i.e.*, exempt facility and small issue bonds other than those used for governmentally owned projects). In general, the final regulations apply to all obligations issued after June 30, 1993. The only two exceptions to this effective date relate to the form of official intent and the application of the regulations to exempt facility or small issue bonds. A separate memorandum discussing the application of the regulations to exempt facility or small issue bonds is available.

DEFINITION OF A REIMBURSEMENT BOND

These rules apply for all purposes of the tax-exempt bond provisions of the Internal Revenue Code of 1986, as amended (the “*Code*”). A reimbursement bond is the portion of an issue used to pay for an expenditure that was paid prior to the date the bond or other obligation was issued. The final regulations contain rules similar to those in the prior regulations regarding the application of the reimbursement rules to refundings. The final regulations do not apply to refundings. However, in determining whether proceeds of a prior issue are treated as unspent proceeds, the final regulations continue the rule that proceeds of the prior issue used for reimbursement must have satisfied the law applicable to reimbursed expenditures on the issue date of the prior issue.

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

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OFFICIAL INTENT

The final regulations require the issuer to declare an official intent to reimburse an expenditure. Under the final regulations, for all private activity bonds (other than qualified 501(c)(3) bonds, qualified student loan bonds, qualified mortgage bonds and qualified veterans' mortgage bonds), the term "issuer" means only the actual issuer; while, for all other types of financings, the "issuer" is defined as either the actual issuer or, in addition, in a conduit financing, the conduit borrower. The final regulations continue to allow an issuer to authorize or designate a person or entity to declare official intent on its behalf. The final regulations also specifically allow an official intent to be provided in the form of a specific legislative authorization for the issuance of bonds for a particular project. Finally, unlike the prior regulations, the final regulations provide an exception to the official intent and reimbursement timing requirements of the final regulations for a de minimis amount of bond proceeds (*i.e.*, an amount not in excess of the lesser of \$100,000 or five percent of the proceeds of the issue) used to reimburse an expenditure.

Under the final regulations, the official intent must:

(i) generally describe the project for which the expenditure to be reimbursed is paid (*e.g.*, "highway capital improvement program" or "hospital equipment acquisition") or identify by name and functional purpose of the fund or account from which the expenditure is to be paid (*e.g.*, "parks and recreation fund--recreational facility capital improvement program")--deviations between a project described in an official intent and the actual project financed with reimbursement bonds do not invalidate the official intent to the extent that the actual project is reasonably related in function to the described project; and

(ii) state the maximum principal amount of obligations expected to be issued for the project (as opposed to the maximum principal amount expected to be issued for reimbursement purposes). Thus, under the final regulations, an issuer can simply list the total estimated cost of the project instead of listing the amount expected to be issued for reimbursement purposes as was required under the prior regulations.

The final regulations delete the provision in the prior regulations requiring the statement of official intent to contain a specific statement that it is a declaration of official intent under the prior regulations.

Unlike the prior regulations, the final regulations do not require that a declaration of official intent be reasonably available for public inspection. In addition, the final regulations provide more general rules for determining whether an official intent is reasonable. The final regulations delete the requirement that an official intent must be consistent with an issuer's budgetary and financial circumstances. This requirement essentially meant that, at the time an expenditure was paid, no funds or other moneys could be reserved, allocated on a long-term basis or otherwise set aside by the issuer for such expenditures. However, this requirement is still embodied in the new anti-abuse rule discussed later in this memorandum. The final

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regulations continue to provide that (i) an issuer reasonably must expect to reimburse the expenditures covered by the official intent with the proceeds of a debt obligation, (ii) official intents declared as a matter of course or in amounts substantially in excess of the amounts expected to be necessary for the project are not reasonable and (iii) a pattern of failing to reimburse expenditures covered by official intents is evidence of unreasonableness absent extraordinary circumstances.

The final regulations contain a transition rule to the general effective date of the regulations, which states that an official intent will be treated as meeting the official intent requirements of the final regulations if the declaration satisfies the provisions of Treas. Reg. Section 1.103-18 and the declaration was made between April 27, 1992 and June 30, 1993. For purposes of satisfying the official intent requirements in the final regulations, if a declaration satisfies the official intent requirements of the final regulations, it does not matter when the declaration was made.

The prior regulations contained a transition rule providing that the official intent and timing requirements did not apply to expenditures originally paid by an issuer after September 8, 1989 and before March 3, 1992 so long as there was objective evidence that, at the time the expenditure was paid, the issuer expected to reimburse itself for the expenditure from the proceeds of a taxable or tax-exempt borrowing and such expectation was reasonable. The final regulations delete this transition rule and, thus, require that an official intent (as opposed to objective evidence) that satisfies the final regulation must have been declared with respect to expenditures between those dates, unless the de minimis exception is satisfied.

TIMING REQUIREMENTS REGARDING OFFICIAL INTENT

The final regulations liberalize the timing requirements by allowing an official intent to be declared not later than sixty days after payment of the original expenditure (although the provision in the prior regulations relating to unforeseen expenditures has been deleted). Under the prior regulations, the official intent must have been declared on or before the payment of the original expenditure except in the case of certain unforeseen or preliminary expenditures. However, under the final regulations, unlike the proposed form of the final regulations, the exception to the official intent requirement for preliminary expenditures has been retained. Under this provision, it is not necessary to declare official intent (or to satisfy the timing requirement discussed in the next section of this memorandum) to reimburse preliminary expenditures in an amount not in excess of twenty percent of the issue price of the issue or issues that finance the facilities relating to such preliminary expenditures. Preliminary expenditures include architectural, engineering, surveying, soil testing, bond issuance costs and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of the facilities, but do not include land acquisition or site preparation costs and similar costs that were incurred prior to commencement of construction, rehabilitation or acquisition of facilities. This exception for preliminary expenditures is in addition to the de minimis exception mentioned earlier in this memorandum.

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PERIOD WITHIN WHICH REIMBURSEMENT MUST BE MADE

In general, the final regulations require that an issuer must reimburse itself from bond proceeds within eighteen months (as opposed to one year under the prior regulations) after the later of (i) the date on which the expenditure to be reimbursed was paid or (ii) the date on which the property financed with such expenditure was placed in service (as defined below), but in no event more than three years after the original expenditure is paid. For certain long-term construction projects, this three-year period is increased to five years with certain certificates from both the issuer and a licensed architect or engineer. In addition, the final regulations provide a special reimbursement period rule for issuers that qualify for the small issuer exception to rebate (generally, certain issuers with general taxing powers that issue no more than \$5,000,000 in non-private activity bonds during a given calendar year). For these small issuers, the eighteen-month reimbursement period is lengthened to three years and the three-year limitation applicable to other issuers is disregarded.

Under the final regulations, a facility is placed in service on the date on which, based on all the facts and circumstances, the facility has reached a degree of completion that would permit its operation at substantially its design level and the facility is, in fact, in operation at such level.

As under the prior regulations, the use of bond proceeds for reimbursement must be allocated to expenditures in writing on the books or records of the issuer. The final regulations do, however, contain a new provision that allows allocations made within thirty days of the issue date to be treated as made on the issue date.

NATURE OF EXPENDITURE LIMITATION

Under the final regulations, the reimbursed expenditure must be one that would be chargeable to a capital account under general federal income tax principles, a cost of issuing a bond, certain extraordinary, nonrecurring working capital expenditures (such as casualty losses or extraordinary legal judgments in excess of reasonable insurance coverage), a grant, a qualified student loan, a qualified mortgage loan or a qualified veterans' mortgage loan.

The final regulations contain an expanded general anti-abuse rule prohibiting the use of an abusive device to avoid arbitrage restrictions or to avoid the restrictions under Sections 142 through 147 of the Code. In general, an abusive device to avoid arbitrage restrictions is any action or series of actions not expressly permitted by the Code that permits one to obtain a material financial advantage based on the difference between taxable and tax-exempt rates and overburdens the tax-exempt market. The final regulations consolidate the specific anti-abuse rules under the prior regulations into a single rule that essentially provides that bond proceeds will not be treated as spent and will continue to be subject to, among other things, rebate and yield limitations if, within one year after a reimbursement allocation, bond proceeds received as reimbursement are used in a manner that results in the creation of replacement proceeds of the reimbursement issue or another issue. In general, replacement proceeds are defined in the final regulations to include so-called "sinking funds," "pledged funds," and other amounts that have a nexus to the governmental purpose of an issue. This rule does not apply to moneys deposited, in

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general, in a fund or account to be used to pay principal or interest on an issue within twelve months from its date of deposit in such fund or account.

If you have any questions with respect to the regulations, please call your regular contact person at Chapman and Cutler.

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ORDER calling a public hearing concerning the intent of the Board of Commissioners of the Forest Preserve District of Cook County, Illinois, to sell one or more series of General Obligation Bonds (Alternate Revenue Source).

* * *

WHEREAS, the Forest Preserve District of Cook County, Illinois (the “*District*”), is a duly organized and existing forest preserve district created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Cook County Forest Preserve District Act, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended; and

WHEREAS, the Board of Commissioners of the District (the “*Corporate Authorities*”) intend to sell one or more series of alternate bonds as authorized in the Local Government Debt Reform Act, as amended, in the aggregate amount of not to exceed \$45,000,000 (the “*Bonds*”), for the payment of costs of acquiring land or rights in land to be used for forest preserve district purposes, together with all necessary professional services, financial, bond registrar and paying agent, bond reserve and accounting costs; and

WHEREAS, the Bond Issue Notification Act of the State of Illinois, as amended, requires the Corporate Authorities to hold a public hearing concerning the Corporate Authorities’ intent to sell the Bonds before adopting an ordinance providing for the sale of any of the Bonds:

NOW, THEREFORE, Be It and It is Hereby Ordered by the undersigned President of the Board of Commissioners of the Forest Preserve District of Cook County, Illinois, as follows:

1. I hereby call a public hearing to be held at __:__ p.m. on the ____ day of ____, 2010, in the Board Room at the County Building, located at 118 North Clark Street, Chicago, Illinois, in the District, concerning the Corporate Authorities’ intent to sell the Bonds and to receive public comments regarding the proposal to sell the Bonds (the “*Hearing*”).

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2. I hereby direct that the Secretary (the “*Secretary*”) shall (a) publish notice of the Hearing at least once in the *Chicago Sun Times*, the same being a newspaper of general circulation in the District, not less than 7 nor more than 30 days before the date of the Hearing and (b) post on a day which is not a Saturday, Sunday or legal holiday for Illinois municipalities and at least 48 hours before the Hearing a copy of said notice at the principal office of the Corporate Authorities.

3. Notice of the Hearing shall appear above the name of the Secretary and shall be in substantially the following form:

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**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF
THE BOARD OF COMMISSIONERS OF
THE FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS
TO SELL ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS (ALTERNATE REVENUE
SOURCE)**

PUBLIC NOTICE IS HEREBY GIVEN that the Forest Preserve District of Cook County, Illinois (the "*District*"), will hold a public hearing on the ____ day of ____, 2010, at __:__ p.m. The hearing will be held in the Board Room at the County Building, 118 North Clark Street, Chicago, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell alternate bonds of the District in the aggregate amount of not to exceed \$45,000,000 (the "*Bonds*") for the payment of costs of acquiring land or rights in land to be used for forest preserve district purposes, together with all necessary professional services, financial, bond registrar and paying agent, bond reserve and accounting costs. The District shall not adopt any proceedings authorizing the sale of any of the Bonds until at least 7 days following the adjournment of said hearing.

By order of the President of the Board of Commissioners of the Forest Preserve District of Cook County, Illinois.

DATED the ____ day of ____ 2010.

/s/

Secretary, Board of Commissioners,
Forest Preserve District of Cook
County, Illinois

Notice to publisher: Please be certain that this notice appears above the name of the Secretary.

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4. At the Hearing, the Corporate Authorities shall explain the reasons for the proposed bond issue and permit persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits. The Corporate Authorities shall not adopt an ordinance selling any of the Bonds for a period of seven (7) days after the final adjournment of the Hearing.

Ordered this day of 2010.

President, Board of Commissioners
Forest Preserve District of Cook County,
Illinois

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MINUTES of a regular public meeting of the Board of Commissioners of the Forest Preserve District of Cook County, Illinois, held in the Board Room at the County Building, 118 North Clark Street, Chicago, Illinois, in said District at __:__ p.m., on the ____ day of _____, 2010.

* * *

The meeting was called to order by the President, and upon the roll being called, _____, the President, and the following Commissioners answered physically present at said location: _____

The following Commissioners were absent: _____

At ____ p.m., the President announced that the next agenda item for the Board of Commissioners was a public hearing (the "*Hearing*") to receive public comments on the proposal to sell one or more series of General Obligation Bonds (Alternate Revenue Source) (the "*Bonds*") for the payment of costs of acquiring land or rights in land to be used for forest preserve district purposes, together with all necessary professional services, financial, bond registrar and paying agent, bond reserve and accounting costs; and of paying the expenses incident thereto and explained that all persons desiring to be heard would have an opportunity to present written or oral testimony with respect thereto.

The President opened the discussion and explained that the reasons for the proposed issuance of the Bonds were as follows: _____

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Whereupon the President asked for additional comments from the Board of Commissioners.

Additional comments were made by the following:

(If no additional statements were made,
please so indicate with the word "none.")

Written testimony concerning the proposed issuance of the Bonds, or any of them, was read into the record by the Secretary and is attached hereto as *Exhibit I*.

(If no written testimony was received,
please so indicate with the word "none.")

Whereupon the President asked for oral testimony or any public comments concerning the proposed issuance of the Bonds, or any of them. Statements were made by the following:

(If no additional statements were made,
please so indicate with the word "none.")

The President then announced that all persons desiring to be heard had been given an opportunity to present oral and written testimony with respect to the proposed issuance of the Bonds.

Commissioner _____ moved and Commissioner _____ seconded the motion that the Hearing be finally adjourned.

After a full discussion thereof, the President directed that the roll be called for a vote upon the motion.

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Upon the roll being called, the following Commissioners voted:

AYE: _____

NAY: _____

Whereupon the President declared the motion carried and the Hearing was finally adjourned.

Other business not pertinent to the conduct of the Hearing was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was finally adjourned.

Secretary

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF HEARING MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Commissioners of the Forest Preserve District of Cook County, Illinois (the “*District*”), and as such official I am the keeper of the records and files of the Board of Commissioners of the District (the “*Corporate Authorities*”) and the District.

I do further certify that the foregoing constitute a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the ____ day of ____, 2010, insofar as the same relates to a public hearing concerning the intent of the Corporate Authorities to sell one or more series of General Obligation Bonds (Alternate Revenue Source) (the “*Bonds*”), for the payment of costs of improving and extending the public capital infrastructure systems of the District, including, but not limited to, the acquisition of land or rights in land for forest preserve district purposes, together with all necessary professional services, financial, bond registrar and paying agent, bond reserve and accounting costs, and explained that all persons desiring to be heard would have an opportunity to present written or oral testimony with respect thereto.

I do further certify that the deliberations of the Corporate Authorities on the sale of the Bonds at said meeting were conducted openly, that all votes taken at said meeting were taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities not later than the close of business on a day which was not a Saturday, Sunday or legal holiday for Illinois municipalities and at least 48 hours in advance of the holding of said meeting, that said agenda described or made specific reference to said public hearing; that a true, correct and complete copy of said agenda as so posted is attached hereto; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Cook County Forest Preserve District Act of the State of Illinois, as amended, and the Bond Issue Notification Act of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the provisions of said Acts and said Code and with all of the procedural rules of the Corporate Authorities in the conduct of said meeting.

I do further certify that notice of said public hearing was posted not later than the close of business on a day which was not a Saturday, Sunday or legal holiday for Illinois municipalities and at least 48 hours before said public hearing at the principal office of the Corporate Authorities and that said notice appeared above my name and was in the form set forth in paragraph 3 of the Order of the President of the District, dated the ____ day of ____ 2010, calling said public hearing.

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IN WITNESS WHEREOF, I hereunto affix my official signature and the official corporate seal of said District, this ____ day of _____, 2010.

Secretary

[SEAL] **SECRETARY TO ATTACH AGENDA**

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

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PROPOSED ORDINANCE AMENDMENTS

ITEM #8

Submitting proposed amendments to the Forest Preserve District of Cook County Trespass and Use of Property Ordinance. It is recommended that the attached amended Ordinance be approved.

CHAPTER 3 TRESPASS AND USE OF PROPERTY

2-3-1: Erection and Ownership of Structures.

2-3-2: Destruction of Property.

2-3-3: Goods and Vehicles as Obstructions.

2-3-4: Obstructing Use of Premises.

2-3-5: Dumping Garbage; Littering.

2-3-6: Signs and Billboards.

2-3-7 Abandoned Motor Vehicles

2-3-7.8 Penalty.

2-3-1: ERECTION AND OWNERSHIP OF STRUCTURES.

A. *Permit to Erect; License to Use:* No person shall erect, construct or maintain any fence, building or other structure within the Forest Preserve District, or assert any right to the exclusive use and occupancy of any structure or any portion of said structure, without first having obtained a permit in writing from the District for the erection, construction or maintenance of such fence, building or other structure, or a license for the use and occupancy of such property. Where private property, located adjacent to property of the Forest Preserve District, benefits from an unlawful fence, building or other structure within the Forest Preserve District, described in this Chapter, there shall be a rebuttable presumption that the owner of the private property is responsible for the erection, construction or maintenance of the unlawful fence, building or other structure.

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B. *Structures on Property of District; Authority:* Any fence, building or other structure erected, whether lawfully or unlawfully, shall immediately become the property of the Forest Preserve District, and the use or tenancy of any structure or land may be terminated at any time when, in the discretion of the District, it is in the best interests of the public and of the Forest Preserve District to so terminate such use or tenancy. Any such structure, whether erected lawfully or unlawfully, may be removed or destroyed by the Forest Preserve District, unless otherwise provided in said permit or license.

2-3-2: DESTRUCTION OF PROPERTY. No person shall, within the property of the Forest Preserve District:

A. Willfully destroy, deface, alter, change or remove any monument, stone, marker, benchmark, stake, post or blaze, marking or designating any boundary line, survey line or reference point.

B. Cut, break, mark upon or otherwise injure any building, bridge, drain, wall, fountain, lamppost, fence, gate, hedge or other structure.

C. Deface, destroy or remove any placard, notice or sign, whether permanent or temporary, posted or exhibited within the District to announce the rules, regulations or warnings governing the use of the Forest Preserve.

D. Appropriately excavate, injure or destroy any historic or prehistoric ruin or any object of antiquity, without the permission of the District.

2-3-3: GOODS AND VEHICLES AS OBSTRUCTIONS. No person shall set or place, or cause to be set or placed, any goods, wares or merchandise, or any stand, cart or vehicle for the transportation or vending of any such goods, wares or merchandise or any other property within or on the boundary of any forest preserve within the Forest Preserve District to the obstruction or use of such preserve or to the detriment of the appearance of such preserve.

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2-3-4: OBSTRUCTING USE OF PREMISES. No person shall, by force, threats, intimidations or by any unlawful fencing or enclosing or any other unlawful means, prevent or obstruct, or shall combine and confederate with others to prevent or obstruct, any person from peaceably entering upon any preserve of the District or prevent or obstruct free passage or transit over or through any preserve of the District, or shall obstruct the entrance into any enclosure within the District.

2-3-5: DUMPING GARBAGE; LITTERING. No person shall deposit, dump, throw, cast, lay or place, nor cause to be deposited, dumped, thrown, cast, laid or placed any ashes, trash, rubbish, paper, garbage, refuse or debris in or upon the property of the Forest Preserve District, nor in any watercourse, lake, pond or slough within the Forest Preserve District. See also Chapter 2-2-2 of this Code.

2-3-6: SIGNS AND BILLBOARDS. The Forest Preserve District shall not erect and maintain billboards or signs on Forest Preserve lands excepting such signs and markers as may be deemed necessary to identify, mark and regulate the preserves in an appropriate and dignified manner.

2-3-7: ABANDONED MOTOR VEHICLES

It shall be unlawful for any person to abandon any motor vehicle within the Forest Preserve District. A vehicle shall be deemed to have been abandoned, if it (a) is in such a state of disrepair as to be incapable of being driven in its present condition, (b) and has not been moved or used for more than seven consecutive days, or (c) has been left without state registration plates or a temporary state registration placard for three or more days.

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Members of the police department may authorize the immediate removal of any abandoned motor vehicle. Any vehicle so removed shall be towed to an authorized facility. The owner of a vehicle towed under the provisions of this subsection shall be entitled to notice, pursuant to Section 4-205 of the Illinois Vehicle Code, of the right to request a hearing regarding the validity of the tow and any towing or storage charges as provided in. Unclaimed hazardous dilapidated motor vehicles shall be disposed of as provided in Sections 4-208 and 4-209.1 of the Illinois Vehicle Code, as amended; provided, however, that if the abandoned motor vehicle bears no ascertainable vehicle identification number, and no registration-registration sticker as defined in the Illinois Vehicle Code, and no other identification by which the last registered owner of the vehicle can be determined for the purpose of giving notice, the vehicle may be disposed of immediately after it is impounded at a public facility.

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2-3-78: PENALTY. ~~Any person violating any of the provisions of this Chapter shall be fined as provided for in Section 1-4-1 of this Code.~~

(a) Persons liable.

(1) Unless otherwise specifically provided, the owner, the owner's agent for the purpose of managing, controlling, or collecting rents, and any other person managing, renting, or controlling a building or premises, in any part of which there is a violation of the provisions of this chapter, shall be liable for any violation therein, existing or occurring, or which may have existed or occurred, at or during any time when such person is or was the person owning, renting, managing, controlling, or acting as agent in regard to the buildings or premises.

Wherever used in the provisions of this chapter, the term "owner" shall include any person entitled under any agreement to the control or direction of the management or disposition of the building or premises or of any part of the building or premises where the violation in question occurs. Where more than one respondent is found liable for the same violation, liability is joint and several; and full or partial satisfaction by one respondent of a fine or costs imposed because of that violation shall be deemed to be full or partial satisfaction by all other respondents found to be liable for the same violation.

(2) Whenever any vehicle shall have been abandoned in violation of this section, the person in whose name the vehicle has last been registered shall be prima facie responsible for the violation and subject to the penalty therefor. The last registered owner of an abandoned vehicle shall also be liable to the Forest Preserve District for the towing and storage charges as provided in Section 9-92-80 and the costs of postage for notices and costs of collection.

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(3) The liabilities hereunder imposed on an owner shall attach to a trustee under a land trust, holding title to such building, structure, or premises without the right of possession, management, or control, unless the trustee in a proceeding under the provisions of this chapter discloses in a verified pleading or in an affidavit filed with the court or the Department of Administrative Hearings, the name and last known address of each person who was a beneficiary of the trust at the time of the alleged violation and of each person, if any, who was then acting as agent for the purpose of managing, controlling, or collecting rents, as the same may appear on the records of the trust.

(b) Penalty clause. Any person, firm, or corporation or agents, employees or contractors of such who violate, disobey, omit, neglect or refuse to comply with or who resist enforcement of any of the provisions of this chapter shall be subject to fines of not less than \$100.00 but not more than \$500.00. A separate and distinct offense shall be regarded as committed each day on which such person continues or permits any such violation to continue, or fails to make a reasonable effort to comply, after notification thereof. In addition to the above, any person deemed to be in breach of the provisions of this Code shall be liable for the cost, as determined by the General Superintendent or his designee, to repair, replace or restore the item or property damaged as a result of such person's breach

In determining the amount of the fine, the following factors shall be taken into consideration:

(1) the gravity of the offense, (2) the respondent's past history with respect to compliance with the provisions of this chapter, (3) the respondent's financial situation, (4) the extent of respondent's cooperation (5) the likelihood that the respondent will violate the provisions of this chapter in the future, unless deterred from doing so by the imposition of the maximum fine, and (6) any other factors relevant to the circumstances relating to the violation.

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This ordinance, as amended, shall be in full force and effect from and after its passage and approval.

ITEM #9

Commissioner Gregg Goslin submitting an ordinance amendment regarding permits for Model Aircraft. To be referred to the Recreation Committee.

ANNUAL PERMITS FOR MODEL AIRCRAFT

WHEREAS, the Forest Preserve District of Cook County operates nine model aircraft flying fields throughout the preserves; and

WHEREAS, the Forest Preserve District of Cook County currently requires users of the district's model aircraft flying fields to be a member of the Academy of Model Aeronautics to ensure that user's are covered by liability insurance; and

WHEREAS, there is currently no formal process in place to ensure that users of the model aircraft flying fields are, in fact, members of the Academy of Model Aeronautics; and

WHEREAS, outside of district representatives checking with each user at each of the model aircraft flying fields the current system does not provide for confirmation of membership; and

WHEREAS, in light of the above stated issues propose the following ordinance amendment to the Forest Preserve District Code 2.4.7 to require users of the model airplane flying fields to obtain an annual permit;

NOW, THEREFORE, BE IT ORDAINED that section 2-4-7 be amended as follows:

MODEL AIRPLANE FLYING FIELDS. No person shall, at any time, fly any form of **model aircraft** on District property except in such areas as may be provided and designated for such purposes by administrative order of the General Superintendent and in accordance with rules and regulations established by the General Superintendent.

(Ord. of 10-19-93)

2.4.7: a) Furthermore, an individual using the facility must have in his or her possession a valid model flyer's license issued by the Academy of Model Aeronautics, or other equal proof of liability insurance and competence, and a valid Cook County Forest Preserve Model Aircraft Annual Permit.

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COMMITTEE REPORT

ITEM #10

FINANCE.....MAY 5, 2010

MOTION TO ADJOURN

The next regularly scheduled meeting of the Forest Preserve District is set for June 2, 2010.