

**JOURNAL OF THE PROCEEDINGS  
OF THE  
BOARD OF COMMISSIONERS  
OF COOK COUNTY**

**JULY 24, 2012**



TONI PRECKWINKLE, PRESIDENT

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

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

COUNTY CLERK

**DAVID ORR**

**TABLE OF CONTENTS FOR JULY 24, 2012**

**Call to Order** ..... 1

**Invocation** ..... 1

**Recess/Reconvene**..... 2

**Board of Commissioners of Cook County**

**PRESIDENT**

    Proposed Resolution..... 2

**COMMISSIONERS**

    Proposed Resolution..... 3

    Consent Calendar Resolutions:

        12-R-300 Honoring David A. Ansell, MD. for his service on the Cook County Health and Hospital System Board of Directors ..... 4

        12-R-301 Honoring Warren Batts for his service on the Cook County Health and Hospital System Board of Directors ..... 6

        12-R-302 Honoring Benn Greenspan, PhD for his service on the Cook County Health and Hospitals System Board of Directors ..... 7

        12-R-303 Honoring Sister Sheila Lyne, RSM for her service on the Cook County Health and Hospitals System Board of Directors..... 8

        12-R-304 Honoring Ruth Rothstein for his service on the Cook County Health and Hospitals System Board of Directors ..... 9

        12-R-305 Thomas “Bud” Gavin, Jr. - In Memoriam ..... 10

        12-R-306 Honoring the 2012 Recipients of the Impresa Awards of the Joint Civic Committee of Italian Americans ..... 11

        12-R-307 Shirley A. LoBianco - In Memoriam..... 12

        12-R-308 Honoring Irma Marks, nee Teske on the occasion of her 100th Birthday ..... 14

        12-R-309 Declaring the month of July as Ramadan in Cook County..... 14

        12-R-310 Honoring Colonia de Cotopaxi on August 10, 2012 as “Ecuador Independence Day” in Cook County ..... 15

        12-R-311 Honoring Luis Alberto Revelo, Consul of Ecuador on August 10, 2012 as “Ecuador Independence Day” in Cook County ..... 16

        12-R-312 Congratulating James Michael Bailey, II, State’s Attorney’s Office on his retirement ..... 17

**Reports of Committees**

    Roads and Bridges – July 24, 2012 ..... 19

    Zoning and Building – July 24, 2012 ..... 22

    Finance, As Amended – July 23, 2012..... 24

    Ordinance:

TABLE OF CONTENTS FOR JULY 24, 2012

12-O-34	An Amendment to Chapter 34, Article IV, Division I, Sec. 34-121.....	48
12-O-35	Sales Tax Revenue Bonds, as Amended .....	78
Finance – July 24, 2012.....		148
Finance Subcommittee on Labor – July 23, 2012 .....		174
Resolutions:		
12-R-313	Approving salary schedules .....	176
12-R-314	Approving a collective bargaining agreement .....	177
12-R-315	Approving a collective bargaining agreement .....	179
12-R-316	Approving salary schedules .....	180
Finance Subcommittee on Litigation – July 11, 2012.....		181
Finance Subcommittee on Litigation – July 23, 2012.....		184
Finance Subcommittee on Real Estate Business and Economic Development – July 24, 2012 .....		185
Resolutions:		
12-R-317	Real Property Assessment Classification 6b (Brighton Trading, Inc.) .....	187
12-R-318	Real Property Assessment Classification 8 (T.H. Davidson & Company, Inc.) .....	190
12-R-319	Real Property Assessment Classification 6b (Essen Global, Inc.).....	193
12-R-320	Establishing a Cook County Land Bank advisory committee .....	196
Finance Subcommittee on Worker’s Compensation – July 10, 2012.....		198
Audit – July 23, 2012 .....		200
Capital Improvements – July 23, 2012.....		204
Environmental Control – July 23, 2012 .....		209
Ordinance:		
12-O-36	An Amendment to Chapter 30 Environment, Sections 30-541 through 30-551), as Amended.....	240
12-O-37	Cook County Demolition Debris Diversion, as Amended.....	269
Legislation and Intergovernmental Relations – July 23, 2012 .....		278
12-O-38	An Ordinance Amendment to Part I, Chapter 2, Article VII, Division 2, subdivision 1, Sections 2-560 through 2-562 .....	299
Rules and Administration – July 24, 2012.....		321
<b>Business from Department Heads and Elected Officials</b>		
COMPTROLLER, OFFICE OF THE COUNTY		
Bills & Claims Report .....		322
CORRECTIONS, (SHERIFF'S) DEPARTMENT OF		

TABLE OF CONTENTS FOR JULY 24, 2012

Contract .....	323
ECONOMIC DEVELOPMENT, BUREAU OF	
Contract .....	323
FACILITIES MANAGEMENT, DEPARTMENT OF	
Contracts.....	324
FISCAL ADMINISTRATION AND SUPPORT SERVICES, SHERIFF'S DEPARTMENT OF	
Grant Award Addendum .....	326
Contracts.....	326
Contract Addendum .....	328
Resolutions .....	328
Resolutions:	
12-R-326 Authorized signatories on the checking and/or savings accounts at Marquette Bank for the Department of Corrections, Petty Cash Fund and Inmate Welfare Fund .....	329
12-R-327 Authorized signatories on the checking and/or savings accounts at Amalgamated Bank for the Department of Corrections Jail Commissary Account.....	330
12-R-328 Authorized signatories on the checking and/or savings accounts at Fifth Third Bank for the Department of Corrections Inmate Trust Fund Account.....	331
HEALTH & HOSPITALS SYSTEM, COOK COUNTY	
Intergovernmental Agreement Amendment.....	332
HOMELAND SECURITY AND EMERGENCY MANAGEMENT, DEPARTMENT OF	
Grant Award.....	333
HUMAN RESOURCES, BUREAU OF	
Human Resources Activity Report.....	333
Proposed Resolution.....	334
JUDICIARY	
Grant Award Addendum .....	334
MANAGEMENT OF INFORMATION SYSTEMS, DEPARTMENT OF	
Approval of Payment .....	335
MEDICAL EXAMINER, OFFICE OF THE	
Proposed Contract .....	336
Resolutions:	
12-R-321 Appointment of an Interim Chief Medical Examiner .....	337

TABLE OF CONTENTS FOR JULY 24, 2012

12-R-322	Authorized signatories on the checking and/or savings accounts at Charter One Bank for the Cook County Medical Examiner Feet Account.....	338
12-R-323	Authorized signatories on the checking and/or savings accounts at Charter One Bank for the Cook County Medical Examiner Estate Account.....	339
12-R-324	Authorized signatories on the checking and/or savings accounts at Charter One Bank for the Cook County Medical Examiner Cremation Account.....	340
12-R-325	Authorized signatories on the checking and/or savings accounts at Charter One Bank for the Cook County Medical Examiner Petty Cash Account.....	341
OFFICE TECHNOLOGY, DEPARTMENT OF		
	Contract Addendum .....	342
PROCUREMENT OFFICER, OFFICE OF THE		
	Contracts.....	343
	Bid Openings .....	344
STATE'S ATTORNEY, OFFICE OF THE		
	Grant Award.....	346
	Grant Award Addendum .....	347
	Grant Award Renewal .....	348
	Pending Litigation.....	349
TELECOMMUNICATION OPERATIONS, DEPARTMENT OF		
	Contract .....	350
	Proposed Contract Addendum.....	350
WOMEN'S JUSTICE SERVICES, SHERIFF'S DEPARTMENT OF		
	Grant Award Addendum .....	351
	<b>Adjournment</b> .....	352

**JOURNAL OF THE PROCEEDINGS**

**OF THE**

**BOARD OF COMMISSIONERS**

**OF COOK COUNTY**

**Meeting of Tuesday, July 24, 2012**

**10:00 A.M.  
Daylight Savings Time**

**COOK COUNTY BOARD ROOM, COUNTY BUILDING**

---

Board met pursuant to law and pursuant to Resolution 12-R-19.

**OFFICIAL RECORD**

President Preckwinkle in the Chair.

**CALL TO ORDER**

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

**QUORUM**

County Clerk David Orr called the roll of members and there was found to be a quorum present.

**ROLL CALL**

Present: President Preckwinkle and Commissioners Beavers, Butler, Daley, Fritchey, Gainer, Garcia, Gorman, Goslin, Murphy, Reyes, Schneider, Silvestri, Sims, Steele, Suffredin and Tobolski (16).

Absent: Commissioner Collins (1).

**INVOCATION**

Reverend Kent Poindexter, Pastor of Pine Avenue United Church gave the Invocation.

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

---

President Preckwinkle moved that the meeting do now recess for the purpose of holding the various committee meetings.

**BOARD RECONVENED**

President Preckwinkle in the Chair.

**QUORUM**

County Clerk David Orr called the roll of members and there was found to be a quorum present.

**ROLL CALL**

Present: President Preckwinkle and Commissioners Beavers, Butler, Daley, Fritchey, Gainer, Garcia, Gorman, Goslin, Murphy, Reyes, Schneider, Silvestri, Sims, Steele, Suffredin and Tobolski (16).

Absent: Commissioner Collins (1).

**BOARD OF COMMISSIONERS OF COOK COUNTY**

**PRESIDENT**

**PROPOSED RESOLUTION**

Submitting a Proposed Resolution sponsored by:

TONI PRECKWINKLE, President, BRIDGET GAINER and JOAN PATRICIA MURPHY  
Cook County Board of Commissioners

**PROPOSED RESOLUTION**

**CALLING FOR A HEARING TO DETERMINE COST SAVINGS  
FROM A COOK COUNTY HEALTH INSURANCE EXCHANGE**

**WHEREAS**, the Cook County Pension Fund is 57% funded and without changes to benefits or contributions the fund will go bankrupt in 2033, 26 years; and

**WHEREAS**, the 2013 Preliminary Cook County Budget predicts a deficit of \$276 million; and

**WHEREAS**, these facts require creative solutions to develop a stable retirement for workers and reliable budget for taxpayers; and

**WHEREAS**, as recently affirmed by the United State Supreme Court, the Affordable Care Act establishes the creation of affordable Insurance Exchanges to provide individuals and small business employees with access to health insurance coverage beginning January 1, 2014.1; and

**WHEREAS**, an Exchange is an entity that facilitates the purchase of Qualified Health Plans by qualified individuals or employers. Health care insurance exchanges can provide competitive marketplaces for

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

individuals and employers to directly compare and select health insurance options on the basis of price, quality, and other factors; and

**WHEREAS**, Cook County paid \$500,000,000 in total benefits for Cook County employees in 2011 of which 40%, or \$195,337,621 was paid to the Pension Fund as required by State Statute; and

**WHEREAS**, the remaining 60% or \$320,000,000 is attributable to the 22,900 Cook County employees, who on average cost, \$14,000 per person for health, vision, dental and pharmaceutical insurance; and

**WHEREAS**, the Cook County Pension Fund offers is 15,000 current retirees a healthcare premium subsidy between 50-55%. In 2011 the fund paid \$46,904,340 for retiree healthcare which accounted for 8.43% of total expenditures. Over the last five years retiree healthcare costs to the pension fund per user increased an average of 6.76% per year and represents a \$1.6 billion unfunded liability; and

**WHEREAS**, Cook County operates a comprehensive healthcare system creating opportunities for training, education, service provision and outreach; and

**WHEREAS**, using a Cook County health insurance exchange model to enable employees and retirees to review a variety of medical health plans and supplemental insurance that can better suit their needs has the opportunity to save up to \$80,000,000 annually to the County which can be directed towards the unfunded pension liability; and

**NOW THEREFORE BE IT RESOLVED**, that the Cook County Pension Subcommittee hold a hearing with representatives from the Department of Risk Management, Department of Human Resources, representatives from the Cook County Annuity and Benefit Board and other industry experts to discuss the potential savings a Cook County Health Insurance Exchange can offer.

---

In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Silvestri, moved to suspend Section 2-107(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Gainer, seconded by Commissioner Silvestri, moved that the Proposed Resolution be referred to the Finance Subcommittee on Pension. (Comm. No. 319167). **The motion carried unanimously.**

**COMMISSIONERS**

**PROPOSED RESOLUTION**

Submitting a Proposed Resolution sponsored by:

LARRY SUFFREDIN, County Commissioner

**PROPOSED RESOLUTION**

**REQUESTING A HEARING OF THE LEGISLATION AND INTERGOVERNMENTAL  
RELATIONS COMMITTEE TO DISCUSS THE COUNTY'S ADMINISTRATIVE  
ADJUDICATION PROGRAM**



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

**WHEREAS**, The Cook County Board of Commissioners enacted Ordinance 09-O-03, establishing the Department of Administrative Hearings (“the “Department”) in December 2008; and

**WHEREAS**, Pursuant to such Ordinance, the Department provides an independent central panel of adjudicators authorized to conduct administrative adjudication proceedings for departments, agencies, boards and commissions of the County; and

**WHEREAS**, in March of 2011, Cook County formed a joint committee with the City of Chicago to identify and coordinate government agencies that could be jointly administered to reduce costs, streamline interactions with residents and provide better services; and

**WHEREAS**, one of the government agencies that was identified for collaboration was the Cook County’s Department of Administrative Hearings; and

**WHEREAS**, Cook County and the City of Chicago entered into an intergovernmental agreement on January 18, 2012 that allows for the Department to hear matters pertaining to the enforcement of both County and City ordinances with respect to cigarette taxes; and

**WHEREAS**, the Board needs to be informed of the actions taken by the Department to facilitate this collaboration.

**NOW, THEREFORE, BE IT RESOLVED**, that the Cook County Board of Commissioners does hereby request that a meeting of the Legislation and Intergovernmental Relations Committee be convened to discuss the Department’s collaboration efforts; and

**BE IT FURTHER RESOLVED**, that Mr. Jack Weinrauch, Director of the Department of Administrative Hearings, appear before the Committee and be prepared to update the Committee on the Department’s activities to date and the status of initiatives in the Department in conjunction with the City-County Collaboration.

---

In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Silvestri, moved to suspend Section 2-107(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Suffredin, seconded by Commissioner Silvestri, moved that the Proposed Resolution be referred to the Committee on Legislation and Intergovernmental Relations. (Comm. No. 319169). **The motion carried unanimously.**

### CONSENT CALENDAR

Pursuant to Cook County Code Section 2-108(gg) Consent Calendar, the Secretary to the Board of Commissioners hereby transmits Resolutions for your consideration. The Consent Calendar Resolutions shall be published in the Post Board Action Agenda and Journal of Proceedings as prepared by the Clerk of the Board.

### 12-R-300 RESOLUTION

Sponsored by

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT, WILLIAM M. BEAVERS,  
JERRY BUTLER, EARLEAN COLLINS, JOHN P. DALEY, JOHN A. FRITCHEY,**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**BRIDGET GAINER, JESUS G. GARCIA, ELIZABETH “LIZ” DOODY GORMAN,  
GREGG GOSLIN, JOAN PATRICIA MURPHY, EDWIN REYES, TIMOTHY O. SCHNEIDER,  
PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE, LARRY SUFFREDIN AND  
JEFFREY R. TOBOLSKI, COUNTY COMMISSIONERS**

**HONORING DAVID A. ANSELL, M.D. FOR HIS SERVICE ON  
THE COOK COUNTY HEALTH AND HOSPITALS SYSTEM BOARD OF DIRECTORS**

**WHEREAS**, Dr. David A. Ansell served admirably as a member of the Board of Directors of the Cook County Health and Hospitals System since its inception in May of 2008; and

**WHEREAS**, Dr. Ansell worked to create a new governance structure which, particularly in its early stages, strenuously taxed the time commitment of its volunteer Board members; and

**WHEREAS**, over the course of his tenure, Dr. Ansell served as the Chair of the System Board’s Quality and Patient Safety Committee; his vital expertise and leadership in this position have been an asset to the Board; and

**WHEREAS**, also over his tenure with the Cook County Health and Hospitals System Board of Directors, Dr. Ansell raised issues and presented information which have improved the Health and Hospitals System and thereby the lives of the many vulnerable residents who rely on the Health and Hospitals System for their healthcare; and

**WHEREAS**, Dr. Ansell helped to pioneer the Cook County Health and Hospitals System’s strategic plan, “Vision 2015”, which is dedicated to promulgating and implementing the Board’s mission of providing integrated health care with dignity and respect, regardless of one’s ability to pay.

**NOW, THEREFORE, BE IT RESOLVED**, that I, President Toni Preckwinkle, and the Cook County Board of Commissioners, on behalf of the residents of Cook County, do hereby extend our thanks to David A. Ansell, M.D. for the sense of mission he has so acutely brought to bear on his work as a Member of the Cook County Health and Hospitals System Board of Directors.

**BE IT FURTHER RESOLVED**, that a suitable copy of this Resolution be presented to Dr. David A. Ansell in recognition of his service and leadership.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

---

In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Murphy, moved to suspend Section 2-107(g)(1) Order of business. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Butler, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

\* \* \* \* \*

**12-R-301  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT, WILLIAM M. BEAVERS,  
JERRY BUTLER, EARLEAN COLLINS, JOHN P. DALEY, JOHN A. FRITCHEY,  
BRIDGET GAINER, JESUS G. GARCIA, ELIZABETH “LIZ” DOODY GORMAN,  
GREGG GOSLIN, JOAN PATRICIA MURPHY, EDWIN REYES, TIMOTHY O. SCHNEIDER,  
PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE, LARRY SUFFREDIN AND  
JEFFREY R. TOBOLSKI, COUNTY COMMISSIONERS**

**HONORING WARREN BATTS FOR HIS SERVICE ON  
THE COOK COUNTY HEALTH AND HOSPITALS SYSTEM BOARD OF DIRECTORS**

**WHEREAS**, Warren L. Batts has served admirably as Chairman of The Board of Directors of the Cook County Health and Hospitals System since its inception in May of 2008; and

**WHEREAS**, Mr. Batts worked to create a new governance structure which, particularly in its early stages, strenuously taxed the time commitment of its volunteer Board members; and

**WHEREAS**, over the course of his tenure, Warren L. Batts served as the Chairman of the Board of Directors of the System Board; his vital expertise and leadership in this position have been an asset to the Board; and

**WHEREAS**, also over his tenure with the Cook County Health and Hospitals System Board of Directors, Mr. Batts raised issues and presented information which have improved the Health and Hospitals System and thereby the lives of the many vulnerable residents who rely on the Health and Hospitals System for their healthcare; and

**WHEREAS**, Mr. Batts helped to pioneer the Cook County Health and Hospitals System’s strategic plan, “Vision 2015,” which is dedicated to promulgating and implementing the Board’s mission of providing integrated health care with dignity and respect, regardless of one’s ability to pay.

**NOW, THEREFORE, BE IT RESOLVED**, that I, President Toni Preckwinkle, and the Cook County Board of Commissioners, on behalf of the residents of Cook County, do hereby extend our thanks to Warren Batts for the sense of mission he has so acutely brought to bear on his work as a Member of the Cook County Health and Hospitals System Board of Directors.

**BE IT FURTHER RESOLVED**, that a suitable copy of this Resolution be presented to Warren Batts in recognition of his service and leadership.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Attest: DAVID ORR, County Clerk

---

Commissioner Daley, seconded by Commissioner Butler, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

\* \* \* \* \*

**12-R-302  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT, WILLIAM M. BEAVERS,  
JERRY BUTLER, EARLEAN COLLINS, JOHN P. DALEY, JOHN A. FRITCHEY,  
BRIDGET GAINER, JESUS G. GARCIA, ELIZABETH “LIZ” DOODY GORMAN,  
GREGG GOSLIN, JOAN PATRICIA MURPHY, EDWIN REYES, TIMOTHY O. SCHNEIDER,  
PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE, LARRY SUFFREDIN AND  
JEFFREY R. TOBOLSKI, COUNTY COMMISSIONERS**

**HONORING BENN GREENSPAN, PhD FOR HIS SERVICE ON  
THE COOK COUNTY HEALTH AND HOSPITALS SYSTEM BOARD OF DIRECTORS**

**WHEREAS**, Benn Greenspan, PhD served admirably as a member of the Board of Directors of the Cook County Health and Hospitals System since its inception in May of 2008; and

**WHEREAS**, Dr. Greenspan worked to create a new governance structure which, particularly in its early stages, strenuously taxed the time commitment of its volunteer Board members; and

**WHEREAS**, over the course of his tenure, Dr. Greenspan served on the Strategic Plan Work Group and the Cook County Health Foundation; his vital expertise and leadership in these positions have been an asset to the Board; and

**WHEREAS**, also over his tenure with the Cook County Health and Hospitals System Board of Directors, Dr. Greenspan raised issues and presented information which have improved the Health and Hospitals System and thereby the lives of the many vulnerable residents who rely on the Health and Hospitals System for their healthcare; and

**WHEREAS**, Dr. Greenspan helped to pioneer the Cook County Health and Hospitals System’s strategic plan, “Vision 2015,” which is dedicated to promulgating and implementing the Board’s mission of providing integrated health care with dignity and respect, regardless of one’s ability to pay.

**NOW, THEREFORE, BE IT RESOLVED**, that I, President Toni Preckwinkle, and the Cook County Board of Commissioners, on behalf of the residents of Cook County, do hereby extend our thanks to Benn Gerenspan, PhD for the sense of mission he has so acutely brought to bear on his work as a Member of the Cook County Health and Hospitals System Board of Directors.

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**BE IT FURTHER RESOLVED**, that a suitable copy of this Resolution be presented to Benn Greenspan, PhD in recognition of his service and leadership.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

---

Commissioner Daley, seconded by Commissioner Butler, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

\* \* \* \* \*

**12-R-303  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT, WILLIAM M. BEAVERS,  
JERRY BUTLER, EARLEAN COLLINS, JOHN P. DALEY, JOHN A. FRITCHEY,  
BRIDGET GAINER, JESUS G. GARCIA, ELIZABETH “LIZ” DOODY GORMAN,  
GREGG GOSLIN, JOAN PATRICIA MURPHY, EDWIN REYES, TIMOTHY O. SCHNEIDER,  
PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE, LARRY SUFFREDIN AND  
JEFFREY R. TOBOLSKI, COUNTY COMMISSIONERS**

**HONORING SISTER SHEILA LYNE, RSM FOR HER SERVICE ON  
THE COOK COUNTY HEALTH AND HOSPITALS SYSTEM BOARD OF DIRECTORS**

**WHEREAS**, Sister Sheila, RSM served admirably as a member of the Board of Directors of the Cook County Health and Hospitals System since its inception in May of 2008; and

**WHEREAS**, Sister Sheila, worked to create a new governance structure which, particularly in its early stages, strenuously taxed the time commitment of its volunteer Board members; and

**WHEREAS**, over the course of her tenure, Sister Sheila, served as the Chair of the System Board’s Human Resources Committee upon the resignation of the former chairman; her vital expertise and leadership in this position have been an asset to the Board; and

**WHEREAS**, also over her tenure with the Cook County Health and Hospitals System Board of Directors, Sister Sheila raised issues and presented information which have improved the Health and Hospitals System and thereby the lives of the many vulnerable residents who rely on the Health and Hospitals System for their healthcare; and

**WHEREAS**, Sister Sheila helped to pioneer the Cook County Health and Hospitals System’s strategic plan, “Vision 2015,” which is dedicated to promulgating and implementing the Board’s mission of providing integrated health care with dignity and respect, regardless of one’s ability to pay.

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**NOW, THEREFORE, BE IT RESOLVED**, that I, President Toni Preckwinkle, and the Cook County Board of Commissioners, on behalf of the residents of Cook County, do hereby extend our heartfelt thanks to Sister Sheila Lyne, RSM for the sense of mission she has so acutely brought to bear on her work as a Member of the Cook County Health and Hospitals System Board of Directors.

**BE IT FURTHER RESOLVED**, that a suitable copy of this Resolution be presented to Sister Sheila Lyne, RSM in recognition of her service and leadership.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

---

Commissioner Daley, seconded by Commissioner Butler, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

\* \* \* \* \*

**12-R-304  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT, WILLIAM M. BEAVERS,  
JERRY BUTLER, EARLEAN COLLINS, JOHN P. DALEY, JOHN A. FRITCHEY,  
BRIDGET GAINER, JESUS G. GARCIA, ELIZABETH "LIZ" DOODY GORMAN,  
GREGG GOSLIN, JOAN PATRICIA MURPHY, EDWIN REYES, TIMOTHY O. SCHNEIDER,  
PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE, LARRY SUFFREDIN AND  
JEFFREY R. TOBOLSKI, COUNTY COMMISSIONERS**

**HONORING RUTH ROTHSTEIN FOR HER SERVICE ON  
THE COOK COUNTY HEALTH AND HOSPITALS SYSTEM BOARD OF DIRECTORS**

**WHEREAS**, Ruth Rothstein served admirably as a member of the Board of Directors of the Cook County Health and Hospitals System since December of 2011, having filled the vacancy created by the resignation of former director, Andrea Zopp; and

**WHEREAS**, over the course of her tenure, Mrs. Rothstein vital expertise and leadership have been an asset to the Board; and

**WHEREAS**, also over her tenure with the Cook County Health and Hospitals System Board of Directors, Mrs. Rothstein raised issues and presented information which have improved the Health and Hospitals System and thereby the lives of the many vulnerable residents who rely on the Health and Hospitals System for their healthcare; and

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**WHEREAS**, while serving on the Cook County Health and Hospitals System’s Board, Mrs. Rothstein has been dedicated to the Board’s mission of promulgating and implementing integrated health care with dignity and respect, regardless of one’s ability to pay.

**NOW, THEREFORE, BE IT RESOLVED**, that I, President Toni Preckwinkle, and the Cook County Board of Commissioners, on behalf of the residents of Cook County, do hereby extend our thanks to Ruth Rothstein for the sense of mission she has so acutely brought to bear on her work as a Member of the Cook County Health and Hospitals System Board of Directors.

**BE IT FURTHER RESOLVED**, that a suitable copy of this Resolution be presented to Ruth Rothstein in recognition of her service and leadership.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

---

Commissioner Daley, seconded by Commissioner Butler, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

\* \* \* \* \*

**12-R-305  
RESOLUTION**

**Sponsored by**

**THE HONORABLE JOHN P. DALEY AND PRESIDENT TONI PRECKWINKLE,  
WILLIAM M. BEAVERS, JERRY BUTLER, EARLEAN COLLINS, JOHN A. FRITCHEY,  
BRIDGET GAINER, JESUS G. GARCIA, ELIZABETH “LIZ” DOODY GORMAN,  
GREGG GOSLIN, JOAN PATRICIA MURPHY, EDWIN REYES, TIMOTHY O. SCHNEIDER,  
PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE, LARRY SUFFREDIN AND  
JEFFREY R. TOBOLSKI, COUNTY COMMISSIONERS**

**WHEREAS**, Almighty God in His infinite wisdom has called Thomas “Bud” Gavin, Jr. from our midst; and

**WHEREAS**, Thomas “Bud” Gavin, Jr. was the beloved husband of 63 years of Lila Gavin (nee Burke); and

**WHEREAS**, Thomas “Bud” Gavin, Jr. was the devoted father of Tom, Glenn, Jack, Carol, Lynn, and the late Laura; and

**WHEREAS**, Thomas “Bud” Gavin, Jr. was the cherished grandfather of 14 and great-grandfather of 3; and

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**WHEREAS**, Thomas “Bud” Gavin, Jr. was the Worth Township Clerk, having won 5 consecutive elections to that post and was among the longest serving township officials in the State of Illinois; and

**WHEREAS**, Thomas “Bud” Gavin, Jr. was a devoted public servant of over 50 years, who believed in the betterment of his community by bringing people together for a common goal; and

**WHEREAS**, Thomas “Bud” Gavin, Jr. was a mentor to young people, and generously offered his time and talent to numerous youth athletic and recreational organizations, to inspire young men and women toward new heights of achievement; and

**WHEREAS**, Thomas “Bud” Gavin, Jr. was committed to public safety, and served as Chairman of the Oak Lawn Fire and Police Commission; and

**WHEREAS**, Thomas “Bud” Gavin, Jr. bravely answered the call of his country in World War II, where he served in the United States Navy on the USS Bennington; and

**WHEREAS**, Thomas “Bud” Gavin, Jr. was a true civic leader in the best sense of the word, unselfish and devoted, who leaves a legacy of service to his community that will endure through the ages; and

**WHEREAS**, all who knew him will attest that Thomas “Bud” Gavin, Jr. was a remarkable and accomplished man, virtuous of character and gentle in spirit, admired and respected by his many friends and neighbors, and dearly loved by his family.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Cook County that the Board does hereby offer its deepest condolences and most heartfelt sympathy to the family and many friends of Thomas “Bud” Gavin, Jr., and joins them in sorrow at this time of loss; and

**BE IT FURTHER RESOLVED**, that this text be spread upon the official proceedings of this Honorable Body, and a suitable copy of same be tendered to the family of Thomas “Bud” Gavin, Jr., that his memory may be so honored and ever cherished.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

---

Commissioner Daley, seconded by Commissioner Silvestri, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

\* \* \* \* \*

**12-R-306  
RESOLUTION**

**Sponsored by**

**THE HONORABLE PETER N. SILVESTRI, JOHN P. DALEY, LARRY SUFFREDIN**



**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**AND JOAN PATRICIA MURPHY, COUNTY COMMISSIONERS**

**HONORING THE 2012 RECIPIENTS OF THE IMPRESA AWARDS OF  
THE JOINT CIVIC COMMITTEE OF ITALIAN AMERICANS**

**WHEREAS**, the Joint Civic Committee of Italian Americans annually recognizes accomplished Italian American women in the metropolitan Chicagoland area, and

**WHEREAS**, the Impresa Awards have highlighted extraordinary women of Italian descent who have added to the quality of life in our county and region, and

**WHEREAS**, the Joint Civic Committee of Italian Americans selects such women based on these accomplishments to represent all the Italian American women of achievement, and

**WHEREAS**, the following women have been selected as the 2012 Impresa Award winners: LISA MARINO, Judge-Elect, founder of Marino and Associates, former County Prosecutor and President of the Justinian Society of Lawyers, DINA BAIR, WGN-TV Anchor and Reporter and award winning Journalist, KAREN CONTI, Attorney and newspaper publisher, STEPHANIE GREGORY MD, Chair of Hematology and Co-director Lymphoma Center, Rush Medical Center, MARY ANN HYNES, Senior Vice-President and General Counsel, Corn Products International Inc., JENNIFER ROSATO, Dean Northern Illinois University College of Law, KATHY SCAMBIATERRA, Co-founder, actor, producer, director of the Artistic Home, JOSETTE MENTESANA WEBER, Humanitarian, Philanthropist, educator and community leader.

**NOW, THEREFORE BE IT RESOLVED**, that the President and Board of Commissioners do hereby congratulate the 2012 Impresa Award winners and thank them for their contribution to our community.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

\_\_\_\_\_  
Commissioner Daley, seconded by Commissioner Silvestri, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

\* \* \* \* \*

**12-R-307  
RESOLUTION**

**Sponsored by**

**THE HONORABLE JOHN P. DALEY AND PRESIDENT TONI PRECKWINKLE,  
WILLIAM M. BEAVERS, JERRY BUTLER, EARLEAN COLLINS, JOHN A. FRITCHEY,  
BRIDGET GAINER, JESUS G. GARCIA, ELIZABETH "LIZ" DOODY GORMAN,  
GREGG GOSLIN, JOAN PATRICIA MURPHY, EDWIN REYES, TIMOTHY O. SCHNEIDER,**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE, LARRY SUFFREDIN AND  
JEFFREY R. TOBOLSKI, COUNTY COMMISSIONERS**

**WHEREAS**, Almighty God in His infinite wisdom has called Shirley A. LoBianco from our midst; and

**WHEREAS**, Shirley A. LoBianco (nee Laurence) was the beloved wife of the late James T. "Lobi" LoBianco; and

**WHEREAS**, Shirley A. LoBianco was the loving mother of Gail (Walter) Gorman, Susan (Chuck) Mitlevic, Louis, Michael (Rossana), and the late Vincent LoBianco; and

**WHEREAS**, Shirley A. LoBianco was the beloved daughter of the late Louis and Josephine Laurence; and

**WHEREAS**, Shirley A. LoBianco was the fond grandmother of Vince, Melody, Charlie, Norlise Anne, and Shiela Anne; and

**WHEREAS**, Shirley A. LoBianco was the cherished great-grandmother of Ashley and Kayla; Dear sister of Augustine (the late Diana) Laurence, and the late Ronald (Mickey) Laurence, the fond aunt of many nieces and nephews; and

**WHEREAS**, Shirley A. LoBianco was an advocate for quality health care for all, and was an active member of the Women's Board of Directors at Mercy Hospital; and

**WHEREAS**, Shirley A. LoBianco was a former member of SPRED; and

**WHEREAS**, Shirley A. LoBianco was known and loved in her neighborhood, with many lifelong friends with whom she met often; and

**WHEREAS**, all who knew her will attest that Shirley A. LoBianco was a kind and compassionate woman, virtuous of character and gentle in spirit, admired and respected by her many friends and neighbors, and dearly loved by her family.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Cook County that the Board does hereby offer its deepest condolences and most heartfelt sympathy to the family and many friends of Shirley A. LoBianco , and joins them in sorrow at this time of loss; and

**BE IT FURTHER RESOLVED**, that this text be spread upon the official proceedings of this Honorable Body, and a suitable copy of same be tendered to the family of Shirley A. LoBianco, that her memory may be so honored and ever cherished.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

---

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Commissioner Daley, seconded by Commissioner Silvestri, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

\* \* \* \* \*

**12-R-308  
RESOLUTION**

**Sponsored by**

**THE HONORABLE PETER N. SILVESTRI, COUNTY COMMISSIONER**

**COMMEMORATING THE 100TH BIRTHDAY OF IRMA MARKS**

**WHEREAS**, Irma Marks, nee Teske, was born on June 16, 1912 on a farm in Minnesota; and

**WHEREAS**, Irma Marks moved to Chicago in 1934, married Edward Marks in 1937 and moved to the Village of Elmwood Park, where she still resides; and

**WHEREAS**, Irma and Edward Marks were married for 61 years, until his death in 1997, and raised two daughters, Joan and Diane and one son, Kenneth; and

**WHEREAS**, Mrs. Marks is the loving grandmother of ten and the proud great-grandmother of 18; and

**WHEREAS**, in addition to her devotion to her family, Mrs. Marks is an avid Chicago Cubs and Bulls fan; and

**WHEREAS**, Irma Marks learned to drive at the age of 76, joined the Elmwood Park Senior Citizens Club, became a talented crafter and is well known among family and friends as an exceptional baker; and

**WHEREAS**, Mrs. Marks is an inspiration to all who know her for her continued love of life and her wonderful sense of humor.

**NOW, THEREFORE, BE IT RESOLVED**, that the President and Board of Commissioners of Cook County do hereby extend their congratulations to Irma Marks on the remarkable milestone of her 100th birthday and wish her continued health and happiness for years to come.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

\_\_\_\_\_

Commissioner Daley, seconded by Commissioner Silvestri, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

\* \* \* \* \*

**12-R-309**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT  
OF THE COOK COUNTY BOARD OF COMMISSIONERS**

**WHEREAS**, Ramadan, celebrated the world over by more than one billion Muslims, is the month when Muslims believe God gave the first verses of the Koran to the Prophet Muhammad, and is a sacred Muslim holiday, spanning the ninth month of the Islamic calendar; and

**WHEREAS**, Ramadan is one of the five “pillars” or duties in the religion of Islam, and observance of Ramadan is considered necessary to the strengthening of one’s faith; and

**WHEREAS**, Ramadan is a time to spiritually purify one’s soul through self-sacrifice, more frequent prayer and self-reflection, and presents an opportunity to learn about patience, humility and submissiveness to God; it is also a time to mend troubled relationships, forgive others, and give to charity; and

**WHEREAS**, the month of Ramadan involves daily fasting from sunrise to sunset and, because everyone is eating dinner after sunset, Muslims often invite friends and family to share in the evening meal during Ramadan ; and

**WHEREAS**, Ramadan concludes with a three-day festival, Eid ul Fitr, which celebrates the month-long struggle toward a higher spiritual state.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Toni Preckwinkle, as Cook County Board President and on behalf of the more than 5.4 million residents of Cook County, do hereby extend my gratitude to the Muslim community for spiritually enriching the lives of the residents of Cook County, and do express best wishes for a spiritually profound experience of Ramadan.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

---

Commissioner Daley, seconded by Commissioner Silvestri, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

\* \* \* \* \*

**12-R-310  
RESOLUTION**

**Sponsored by**

**THE HONORABLE EDWIN REYES, COUNTY COMMISSIONER**

**HONORING ECUADOR INDEPENDENCE DAY**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**WHEREAS**, on August 10, 1809, Ecuador was the first country in Latin America to claim Independence; and

**WHEREAS**, the Colonia de Cotopaxi and the Ecuadorian Community of Chicago will be celebrating the 203rd anniversary of the First Cry of Independence in Latin America; and

**WHEREAS**, those who fought for an end to foreign domination in Ecuador merit special honor, for their long and difficult struggle, which began with the establishment of self-government in Quito on August 10, 1809 and resulted in victory in May 24, 1822; and

**WHEREAS**, the Ecuadorian community in Chicago makes a rich and significant contribution to the strength of this County and the City of Chicago by devoting their talents, traditions and viewpoints to the collective good; and

**WHEREAS**, as a fourth generation immigrant who proudly calls the Cook County and the City of Chicago home, I appreciate all of the ethnic communities that make Cook County the diverse place that it is, and certainly the Ecuadorian community is valued for their contributions to this County; and

**WHEREAS**, we wish that the Ecuadorian community for continuing success in enhancing the cultural richness that makes Illinois the gem of the Midwest; and

**WHEREAS**, we commend the Colonia de Cotopaxi and Jorge Burbano Executive Director for highlighting the importance of the First Cry of Independence.

**NOW, THEREFORE, BE IT RESOLVED**, that the President and Cook County Board of Commissioners on behalf of the citizens of Cook County, do hereby proclaim Wednesday, August 10, 2012 to be "Ecuador Independence Day" in Cook County.

**BE IT FURTHER RESOLVED**, that a suitable copy of this Resolution be presented to the Colonia de Cotopaxi to commemorate this auspicious occasion.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

---

Commissioner Daley, seconded by Commissioner Silvestri, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

\* \* \* \* \*

**12-R-311  
RESOLUTION  
Sponsored by**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**THE HONORABLE EDWIN REYES, COUNTY COMMISSIONER**

**HONORING ECUADOR INDEPENDENCE DAY**

**WHEREAS**, on August 10, 1809, Ecuador was the first country in Latin America to claim Independence; and

**WHEREAS**, the Honorable Consulate of Ecuador and the Ecuadorian Community of Chicago will be celebrating the 203rd anniversary in observance of the First Cry of Independence in Latin America; and

**WHEREAS**, those who fought for an end to foreign domination in Ecuador merit special honor, for their long and difficult struggle, which began with the establishment of self-government in Quito on August 10, 1809 and resulted in victory in May 24, 1822; and

**WHEREAS**, the Ecuadorian community in Chicago makes a rich and significant contribution to the strength of this County and the City of Chicago by devoting their talents, traditions and viewpoints to the collective good; and

**WHEREAS**, as a fourth generation immigrant who proudly calls the Cook County and the City of Chicago home, I appreciate all of the ethnic communities that make Cook County the diverse place that it is, and certainly the Ecuadorian community is valued for their contributions to this County; and

**WHEREAS**, we wish that the Ecuadorian community for continuing success in enhancing the cultural richness that makes Illinois the gem of the Midwest; and

**WHEREAS**, I commend the Honorable Luis Alberto Revelo, Consul of Ecuador in Chicago for highlighting the importance of the First Cry of Independence.

**NOW, THEREFORE, BE IT RESOLVED**, that the President and Cook County Board of Commissioners on behalf of the citizens of Cook County, do hereby proclaim Wednesday, August 10, 2012 to be “Ecuador Independence Day” in Cook County.

**BE IT FURTHER RESOLVED**, that a suitable copy of this Resolution be presented to the Honorable Luis Alberto Revelo to commemorate this auspicious occasion.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

\_\_\_\_\_  
Commissioner Schneider, seconded by Commissioner Gorman, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

\* \* \* \* \*

**12-R-312  
RESOLUTION**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**Sponsored by**

**THE HONORABLE TIMOTHY O. SCHNEIDER, COUNTY COMMISSIONER**

**Co-Sponsored by**

**THE HONORABLE PRESIDENT TONI PRECKWINKLE, WILLIAM M. BEAVERS,  
JERRY BUTLER, EARLEAN COLLINS, JOHN P. DALEY, JOHN A. FRITCHEY,  
BRIDGET GAINER, JESUS G. GARCIA, ELIZABETH "LIZ" DOODY GORMAN,  
GREGG GOSLIN, JOAN PATRICIA MURPHY, EDWIN REYES, PETER N. SILVESTRI,  
DEBORAH SIMS, ROBERT B. STEELE, LARRY SUFFREDIN AND  
JEFFREY R. TOBOLSKI, COUNTY COMMISSIONERS**

**CONGRATULATING JAMES MICHAEL BAILEY, II ON HIS RETIREMENT**

**WHEREAS**, Jim Bailey will retire from the Cook County State's Attorney's Office on July 27, 2012; and

**WHEREAS**, Jim Bailey after working as a law clerk for the Cook County State's Attorney's office was sworn in as an assistant state's attorney in 1984; and

**WHEREAS**, over the past 29 years, Jim has served in the Criminal Prosecutions Bureau, the Narcotics Prosecutions Bureau, and the Civil Actions Bureau of the Cook County State's Attorney's office; and

**WHEREAS**, during his tenure serving in the Criminal Prosecutions Bureau, Jim Bailey has represented the People of the State of Illinois successfully prosecuting many complex cases including murder, attempted murder, armed robbery, arson, domestic violence and aggravated criminal sexual assault. Additionally, Jim was the first attorney in Illinois to argue the admissibility of DNA evidence; and

**WHEREAS**, during his time serving in the Narcotics Prosecutions Bureau, Jim Bailey has successfully prosecuted hundreds of drug dealers and was responsible for the confiscation and destruction of millions of dollars worth of illegal drugs. Additionally, Jim successfully collected tens of millions of dollars of forfeited assets, all of which were used by law enforcement officials in the fight against illegal drugs; and

**WHEREAS**, during his tenure serving in the Civil Actions Bureau, Jim Bailey has served in the Revenue Recovery and Industrial Claims sections. While working in the revenue recovery section, Jim performed extraordinary work in recovering significant sums of money on behalf of the taxpayers of Cook County. While serving in the industrial claims section, Jim successfully defended all county agencies before the Illinois Worker's Compensation Commission; and

**WHEREAS**, the Cook County Board of Commissioners, the Cook County State's Attorney's office and the People of the State of Illinois owe a debt of gratitude to Jim Bailey, whose dedication to his job is matched only by his devotion to the residents of Cook County and the People of the State of Illinois.

**NOW, THEREFORE, BE IT RESOLVED**, that the President and the Cook County Board of Commissioners do hereby offer Jim Bailey congratulations on his retirement and thanks for his many years of unwavering commitment to public service; and

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**BE IT FURTHER RESOLVED**, that a suitable copy of this Resolution be spread upon the official proceedings of this Honorable Body and that an official copy of same be tendered to James Michael Bailey, II.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

---

Commissioner Schneider, seconded by Commissioner Gorman, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

**COMMITTEE REPORTS**

**REPORT OF THE COMMITTEE ON ROADS AND BRIDGES**

July 24, 2012

The Honorable,  
The Board of Commissioners of Cook County

**ATTENDANCE**

Present: Chairman Sims, Vice Chairman Gorman, Commissioners Beavers, Butler, Daley, Fritchey, Garcia, Goslin, Murphy, Reyes, Schneider, Steele and Suffredin (13)

Absent: Commissioners Collins, Gainer, Silvestri and Tobolski (4)

Ladies and Gentlemen:

Your Committee on Roads and Bridges, having had under consideration the matters hereinafter mentioned, respectfully reports and recommends as follows:

**SECTION 1**

Your Committee has considered the following communications from John Yonan, P.E., Superintendent, County Department of Highways, recommending for approval change in plans and extra work in the construction of certain highway improvements.

319000 COUNTY HIGHWAY DEPARTMENT, by John Yonan, P.E., Superintendent of Highways, submitting recommendation for change in plans and extra work on Section: 08-W3719-04-FP. Narragansett Avenue, 87th Street to 79th Street in the City of Burbank in County Board District #11. Adjustment of Quantities and New Items. \$67,512.84 (Addition).

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed, with increases in concrete pavement, concrete patches,



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

various storm sewer items, concrete headwall removal and light pole foundations which were necessitated by existing field conditions.

New items were added for various drainage and electrical work which were required but not provided in the original contract.

**Vice Chairman Gorman, seconded by Commissioner Murphy, moved the Approval of Communication No. 319000. The motion carried.**

319001 COUNTY HIGHWAY DEPARTMENT, by John Yonan, P.E., Superintendent of Highways, submitting recommendation for change in plans and extra work on Section: 09-B6736-03-RP. Joe Orr Road Relocated, East of Stony Island Avenue to Torrence Avenue. Federal Project No.: M-9003 (741), Federal Job No.: C-91-184-11, IDOT Contract No.: 10217 in the Villages of Ford Heights and Lynwood in County Board District #6. Adjustment of Quantities. \$19,231.00 (Addition).

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed with a large increase in the items of tree removal and controlled low strength material, per field conditions.

**Vice Chairman Gorman, seconded by Commissioner Murphy, moved the Approval of Communication No. 319001. The motion carried.**

319002 COUNTY HIGHWAY DEPARTMENT, by John Yonan, P.E., Superintendent of Highways, submitting recommendation for change in plans and extra work on Section: 09-37120-90-FP. Wheeling Township 2009, Gregory Street and Graylynn Drive in unincorporated Wheeling Township in County Board District #14. Adjustment of Quantities. \$37,487.50 (Addition).

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed with additional tree removal, extension of the 30 inch storm sewer for an additional 240 feet and the substitution of the M-3.12 curb and gutter for B-6.12 curb and gutter throughout the length of the project, as directed by the Township.

**Vice Chairman Gorman, seconded by Commissioner Murphy, moved the Approval of Communication No. 319002. The motion carried.**

319003 COUNTY HIGHWAY DEPARTMENT, by John Yonan, P.E., Superintendent of Highways, submitting recommendation for change in plans and extra work on Section: 11-B6128-05-RP. 175th Street, Cicero Avenue to Kedzie Avenue in the City of Country Club Hills and in the Village of Hazel Crest in County Board District #5. Final Adjustment of Quantities. \$540.00 (Addition).

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed.

**Commissioner Murphy, seconded by Vice Chairman Gorman, moved the Approval of Communication No 319003. The motion carried.**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

319004 COUNTY HIGHWAY DEPARTMENT, by John Yonan, P.E., Superintendent of Highways, submitting recommendation for change in plans and extra work on Section: 08-W3719-04-FP. Narragansett Avenue, 87th Street to 79th Street in the City of Burbank in County Board District #11. Adjustment of Quantities and New Items. \$19,031.00 (Addition).

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed with additional quantities required for temporary by-pass pavement due to project staging and for a manhole type A to connect to the new storm sewer outfall.

A new item was added for hot-mix stabilized subbase IL-19.0, N30 which replaced hot-mix asphalt stabilized subbase, IL-19.0 to be in compliance with current IDOT standards.

**Vice Chairman Gorman, seconded by Commissioner Murphy, moved the Approval of Communication No. 319004. The motion carried.**

319005 COUNTY HIGHWAY DEPARTMENT, by John Yonan, P.E., Superintendent of Highways, submitting recommendation for change in plans and extra work on Section: 10-25154-90-RS. Palatine Township, 2011 MFT Project Various Locations in unincorporated Palatine Township in County Board District #14. Final Adjustment of Quantities. \$3,339.40 (Addition).

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed with additional quantities being required for patching and concrete curb removal and replacement due to field conditions.

**Vice Chairman Gorman, seconded by Commissioner Murphy, moved the Approval of Communication No. 319005. The motion carried.**

319006 COUNTY HIGHWAY DEPARTMENT, by John Yonan, P.E., Superintendent of Highways, submitting recommendation for change in plans and extra work on Section: 10-TSCMC-08-TL. Traffic Signal Modernization, Contract and LED Retrofitting (53 Locations) in various Villages of Cook County in Count Board Districts #5, 6, 13, 14, 15 and 17, Adjustment of Quantities. \$15,981.04 (Deduction).

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work with a large deduction due to the elimination of the contract extra work item.

**Vice Chairman Gorman, seconded by Commissioner Murphy, moved the Approval of Communication No. 319006. The motion carried.**

319007 COUNTY HIGHWAY DEPARTMENT, by John Yonan, P.E., Superintendent of Highways, submitting recommendation for change in plans and extra work on Section: 09-37110-90-FP. Wheeling Township, 2009 E.R.P. Project Various Locations in unincorporated Wheeling Township in County Board District #14. New Item. \$5,954.52

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

(Addition).

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities of work performed.

A new item was required for additional landscaping work which was not included in the original contract.

**Vice Chairman Gorman, seconded by Commissioner Murphy, moved the Approval of Communication No. 319007. The motion carried.**

319008 COUNTY HIGHWAY DEPARTMENT, by John Yonan, P.E., Superintendent of Highways, submitting recommendation for change in plans and extra work on Section: 11-8PVMK-34-GM. Pavement Markings-2011. Final Adjustment of Quantities. \$171,732.10 (Deduction).

The quantities as shown on the contract documents were estimated for bidding purposes only. This change represents the difference between the estimated quantities and actual field quantities and materials for work performed.

**Vice Chairman Gorman, seconded by Commissioner Murphy, moved the Approval of Communication No. 319008. The motion carried.**

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

Respectfully submitted,

COMMITTEE ON ROADS AND BRIDGES

DEBORAH SIMS, Chairman

ATTEST: MATTHEW B. DeLEON, Secretary

\_\_\_\_\_  
Commissioner Sims, seconded by Commissioner Gorman moved that the Report of the Committee on Roads and Bridges be approved and adopted. **The motion carried unanimously.**

**REPORT OF THE COMMITTEE ON ZONING AND BUILDING**

July 24, 2012

The Honorable,  
The Board of Commissioners of Cook County

**ATTENDANCE**

Present: Chairman Silvestri, Vice Chairman Murphy, Commissioners Beavers, Butler, Daley, Fritchey, Gainer, Garcia, Gorman, Goslin, Reyes, Schneider, Sims, Steele, and Suffredin

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

(15)

Absent: Commissioners Collins and Tobolski (2)

Ladies and Gentlemen:

Your Committee on Zoning and Building, having had under consideration the matter hereinafter mentioned, respectfully reports and recommends as follows:

**SECTION 1**

Your Committee has considered the following item and upon the adoption of this report the recommendations are as follows:

319156 DOCKET #8830 – JOAQUIN JIMENEZ, Owner/Applicant, Application (No. Z12046; V-12-37): A zoning variation to reduce the left interior side yard setback from the minimum required 10 feet to 7 feet; reduce the right interior side yard setback from the minimum required 10 feet to 3 feet; and reduce rear yard setback from the minimum required 5 feet to 4 feet for a detached garage in the R-5 Single Family Residence District. The Subject Property consists of approximately 0.09 of an acre, located on the West side of South Lockwood Avenue, approximately 209.95 feet North of 50th Street in Section 9 of Stickney Township, County Board District #11. **Recommendation: That the application be granted.**

Conditions: None

Objectors: None

**Vice Chairman Murphy, seconded by Commissioner Gorman, moved the Approval of Communication No. 319156. The motion carried.**

319157 DOCKET #8831 – HASAN ELMAZ, Owner/Applicant, Application (No. Z12047; V-12-38): A zoning variation to reduce the lot area from the minimum required 40,000 square feet to 19,885 square feet for a new single family residence on well and septic in the R-4 Single Family Residence District. The Subject Property consists of approximately 0.46 of an acre, located on the East side of Grant Street, approximately 150 feet North of Morse Avenue in Section 34 of Schaumburg Township, County Board District #15. **Recommendation: That the application be granted.**

Conditions: None

Objectors: None

**Vice Chairman Murphy, seconded by Commissioner Gorman, moved the Approval of Communication No. 319157. The motion carried.**

319158 DOCKET #8833 – AGNIEZKA KASPVZAK, Owner/Applicant, Application (No. Z12049; V-12-39): A zoning variation to reduce the left interior side yard setback from the minimum required 15 feet to 5.8 feet (existing) for an accessory shed in the R-4 Single Family Residence District. The Subject Property consists of approximately 0.66 of an acre, located on the Northwest corner of 131st Street and 82nd Avenue in Section 35 of Palos

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Township, County Board District #17. **Recommendation: That the application be granted.**

Conditions: None

Objectors: None

**Vice Chairman Murphy, seconded by Commissioner Gorman, moved the Approval of Communication No. 319158. The motion carried.**

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

Respectfully submitted,

COMMITTEE ON ZONING AND BUILDING

PETER N. SILVESTRI, Chairman

ATTEST: MATTHEW B. DeLEON, Secretary

---

Commissioner Silvestri, seconded by Commissioner Murphy, moved that the Report of the Committee on Zoning and Building be approved and adopted. **The motion carried unanimously.**

**REPORT OF THE COMMITTEE ON FINANCE**

July 23, 2012

(Recessed and Reconvened On July 24, 2012)

The Honorable,  
The Board of Commissioners of Cook County

**ATTENDANCE**

Present: Chairman Daley, Vice Chairman Sims, Commissioners Beavers, Butler, Fritchey, Gainer, Garcia, Gorman, Goslin, Murphy, Reyes, Schneider, Silvestri, Steele, Suffredin and Tobolski (16)

Absent: Commissioner Collins (1)

Also Present: Patrick T. Driscoll, Jr. – Deputy State’s Attorney, Chief, Civil Actions Bureau; Kesner Bienvenu – Special Counsel to the President; Matthew J. Burke - Assistant General Counsel, Cook County Sheriff’s Office, Legal Labor Affairs; Patricia Horne – Director, Support Services Department; Zelda Whittler – Undersheriff, Cook County Sheriff’s Office; Larry L. Deskins – CBM Premier Management LLC, Mike Belletive - CBM Premier Management LLC; Marlin C. Sejnoha, Jr., - President/CEO, CBM Managed Services; Alexis Herrera – Chief Financial Officer, Cook County Sheriff’s Office; Maria De Lourdes Coss - Chief

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Procurement Officer; LaVerne Hall – Contract Compliance Officer; Richard Prendergast - Aramark LLC.

Ladies and Gentlemen:

Your Committee on Finance of the Board of Commissioners of Cook County met pursuant to notice on Monday, July 23, 2012 at the hour of 1:00 P.M., recessed and reconvened for a meeting on Tuesday, July 24, 2012 at the hour of 10:00 A.M. in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois.

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

318664 Submitting a Proposed Ordinance sponsored by TONI PRECKWINKLE, President, and JOHN P. DALEY, County Commissioner.

Transmitting a Communication dated July 9, 2012 from Kesner **REPORT OF THE COMMITTEE ON FINANCE**

July 23, 2012  
(Recessed and Reconvened On July 24, 2012)

The Honorable,  
The Board of Commissioners of Cook County

### ATTENDANCE

Present: Chairman Daley, Vice Chairman Sims, Commissioners Beavers, Butler, Fritchey, Gainer, Garcia, Gorman, Goslin, Murphy, Reyes, Schneider, Silvestri, Steele, Suffredin and Tobolski (16)

Absent: Commissioner Collins (1)

Also Present: Patrick T. Driscoll, Jr. – Deputy State’s Attorney, Chief, Civil Actions Bureau; Kesner Bienvenu – Special Counsel to the President; Matthew J. Burke - Assistant General Counsel, Cook County Sheriff’s Office, Legal Labor Affairs; Patricia Horne – Director, Support Services Department; Zeldia Whittler – Undersheriff, Cook County Sheriff’s Office; Larry L. Deskins – CBM Premier Management LLC, Mike Belletive - CBM Premier Management LLC; Marlin C. Sejnoha, Jr., - President/CEO, CBM Managed Services; Alexis Herrera – Chief Financial Officer, Cook County Sheriff’s Office; Maria De Lourdes Coss - Chief Procurement Officer; LaVerne Hall – Contract Compliance Officer; Richard Prendergast - Aramark LLC.

Ladies and Gentlemen:

Your Committee on Finance of the Board of Commissioners Bienvenu, Assistant Special Legal Counsel to the President, respectfully submitting a Substitute Proposed Ordinance Amendment providing for comprehensive changes to the Cook County Procurement Code and Minority/Women

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Business Enterprise Ordinance, for your approval.

Dear Commissioners:

Attached hereto, please find a proposed amendment to Item No. 318664, initially introduced June 19, 2012. The changes generally facilitate M/WBE certification reciprocity, define the CPO's authority with respect to contract amendments, and clarify invoicing requirements. The changes are described in greater detail as follows:

1. The CPO's authority to approve and execute amendments to contracts is more clearly limited to the \$150,000 authority included in Section 34-123;
2. The definition of "County Marketplace" is modified to include the counties of Cook, DuPage, Kane, Lake, McHenry and Will;
3. The initial fee for M/WBE certification is increased to \$250, and the fee for filing a "no change" affidavit is eliminated;
4. The construction M/WBE ordinance includes language from the Interim Construction M/WBE ordinance passed in June of 2011 so that it is more clearly severable from the non-construction portion of the ordinance;
5. The Chief Procurement Officer is granted the ability to use prequalification as one of her innovative procurement methods; and
6. The invoice requirements in Section 310 are modified to address Professional Services and Consulting contracts.

Please call me with any questions. Thank you in advance for your assistance.

Very truly yours,  
Kesner Bienvenu  
Assistant Special Legal Counsel

**PROPOSED ORDINANCE AMENDMENT**

**AN ORDINANCE AMENDMENT to various Divisions, Sections, and Paragraphs of Chapter 34, Article IV of the Cook County Code of Ordinances.**

**Communication No. 318664 was amended by errata and was further amended by substitution at the Finance Committee meeting of July 10, 2012. The complete text of item is available on the website of the Secretary to the Board, <http://blog.cookcountyl.gov/secretarytotheboard/>**

**\*Referred to the Committee on Finance on 6/19/12.**

**\*\* Deferred on 7/10/12**

**Commissioner Garcia, seconded by Commissioner Tobolski, moved Approval of Communication No. 318664.**

**Commissioner Garcia, seconded by Commissioner Tobolski, moved to further amend Communication No. 318664. The motion carried, and Communication No. 318664 was amended, as follows:**

**PROPOSED AMENDMENT TO COMMUNICATION NO. 318664**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**Date: July 23, 2012 (Note: changes presented by this Amendment are indicated herein by double underline and double strike-through. This item was previously amended by errata and substitution on July 10, 2012.)**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT AND JOHN P. DALEY, COOK COUNTY BOARD OF COMMISSIONERS**

**NOW, THEREFORE, BE IT ORDAINED** that Chapter 34, Article IV, Division 1, Sec. 34-124~~5~~5 of the Cook County Code, is hereby amended as follows ~~to include the following definition:~~

~~*Professional Services* means services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training or direct assistance.~~

~~**BE IT FURTHER ORDAINED** by the Cook County Board of Commissioners, that Chapter 34, Article IV, Division 1, Sec. 34-125 of the Cook County Code, is hereby amended as follows:~~

Sec. 34-125. - Powers and duties of the Chief Procurement Officer.

The Chief Procurement Officer shall:

- (a) Make all Procurements and conduct all activities related to the Procurement Process in accordance with the Procurement Code and any procedures promulgated pursuant hereto;
- (b) Establish and maintain procurement policies and procedures, and standardized documents and forms to implement the Procurement Code;
- (c) Cooperate with the Contracts Compliance Director to coordinate the procurement process with the Minority- and Women-Owned Business Program established pursuant to Division 8 of this Procurement Code;
- (d) Develop and maintain procedures for disseminating information and notice of procurement opportunities;
- (e) Have authority to implement innovative procurement methods and processes pursuant to this Procurement Code;
- (f) Have authority to approve and execute an assignment of or an amendment to a Contract; provided that any such amendment does not extend the Contract by more than one year, and further provided that the total cost of all such amendments does not increase the amount of the Contract beyond the authority of the CPO granted in Section 34-123, ~~or in the case of Contracts approved by the Board, provided that the total cost of all such amendments does not increase the Contract by more than 10%;~~
- (g) Have authority to establish the commencement and expiration dates of any Contract as necessary to permit the Contract period to commence upon the date of Execution of the Contract by the County, unless another commencement date is specified in the Contract;
- (h) Within the CPO's authority, approve and execute Contracts;



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(i) Ensure that all certifications, statements and affidavits required by this Procurement Code are submitted;

(j) Determine when supplies, materials and equipment are obsolete or unusable, and trade in, sell or dispose of such property, except for such property which is the responsibility of the Cook County Health and Hospitals System;

(k) Compile and maintain information for all Procurements, including those Procurements and Contract amendments which do not require Board approval. The CPO shall submit a report to the Board on a monthly basis listing the Procurements and Procurement amendments executed by the CPO that do not require Board approval, including a list of each Person from whom the County makes such a Procurement and the method of Procurement applied, as well as Procurements that authorize the advance payment for services. Such reports shall include:

(1) The name of the Vendor;

(2) A brief description of the product or service provided;

(3) The name of the Using Department and budgetary account from which the funds are being drawn; and

(4) The amount and term of the Procurement; and

(5) The amount and/or extension period of the amendment, if applicable.

Such report shall be provided to the Board of Commissioners in an electronic format.

~~The CPO shall work with the Comptroller to also provide a monthly report of the individual and total aggregate amount disbursements made for Procurements that do not require Board approval. The Comptroller shall provide to the Board of Commissioners a report of all payments made pursuant to contracts for supplies, materials and equipment and for professional and managerial services for Cook County, including the separately elected Officials, which involve an expenditure of \$150,000.00 or more, within two weeks of being made. Such reports shall include:~~

~~(1) The name of the Vendor;~~

~~(2) A brief description of the product or service provided;~~

~~(3) The name of the Using Department and budgetary account from which the funds are being drawn; and~~

(1) The CPO shall work with the Comptroller to provide a monthly report of the individual and total aggregate amount disbursements made for Procurements that do not require Board approval. The Comptroller shall provide to the Board of Commissioners a report of all payments made pursuant to contracts for supplies, materials and equipment and for professional and managerial services for Cook County, including the separately elected Officials, which involve an expenditure of \$150,000.00 or more, within two weeks of being made. Such reports shall include:

(1) The name of the Vendor;

(2) A brief description of the product or service provided;

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

(3) The name of the Using Department and budgetary account from which the funds are being drawn; and

(4) The contract number under which the payment is being made.

Such report shall be provided to the Board of Commissioners in an electronic format.

(~~m~~) Make available on the County's website information related to all Procurements, including, but not limited to, a list of Contracts and a list of Contractors and subcontractors;

(~~n~~) Keep a record of any Person who has been disqualified under Division 4, Disqualification; Penalties, and shall provide such record to the Cook County Health and Hospitals System;

(~~o~~) Have authority to terminate a Contract in accordance with its terms;

(~~p~~) Issue notices of violation to enforce the provisions of this Code, as applicable, and institute enforcement proceedings under Chapter 2, Article IX, as appropriate;

(~~q~~) Work with the Comptroller to assure that Contractors are not paid in advance of performance, unless such advance payment is provided for and properly justified in the Contract; and

(~~r~~) Have charge of such other Procurement activities as may be assigned by the President or the Board.

**BE IT FURTHER ORDAINED** by the Cook County Board of Commissioners, that Chapter 34, Article IV, Division 2, Sec. 34-144(a) of the Cook County Code, is hereby amended as follows:

**Sec. 34-144. Innovative procurement.**

(a) The CPO may make a Procurement using innovative methods of procurement, including but not limited to electronic procurement, reverse auctions, electronic bidding, electronic auctions, prequalification, and pilot procurement programs that have no cost to the County. In order to implement innovative methods of procurement, either directly or through a service provider, the CPO must make a determination that such process is competitive and in the best interest of the County.

**BE IT FURTHER ORDAINED THAT** Chapter 34, Article IV, Division 8, Subdivision 1, Sec. 34-260 of the Cook County Code, is hereby amended as follows:

**Sec. 34-260. Short title.**

This subdivision shall be known and may be cited as the Cook County Minority- and Women-Owned Business Enterprise General Ordinance. This subdivision is applicable to all Contracts, ~~including except~~ Public Works Contracts ~~other than as modified pursuant to~~ which are governed by ~~s~~Subdivision 2 of this Division 8.

**BE IT FURTHER ORDAINED THAT** Chapter 34, Article IV, Division 8, Subdivision 1, Sec. 34-263 of the Cook County Code, is hereby amended as follows:

**Sec. 34-263. Definitions.**

The following words, terms and phrases, when used in this Subdivision I, ~~including both subdivision I and subdivision II~~, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Capitalized terms not defined in this section are defined

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

in Division 1 of this Procurement Code, or in Sec. 1-3 of the County Code. Additional terms applicable to subdivision II are set forth in such subdivision.

*Affiliate.* An "Affiliate" of, or a Person "Affiliated" with, a specified Person shall mean any Person that directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the Person specified. Affiliates shall be considered together in determining whether a firm is a small business.

*County Marketplace* means the ~~Metropolitan Statistical Area for Chicago, as established by the Bureau of the Census~~ six-county region, currently the counties of Cook, DuPage, Kane, Lake, KendallMcHenry and Will.

**BE IT FURTHER ORDAINED THAT** Chapter 34, Article IV, Division 8, Subdivision II, Sections 34-285 to 289 of the Cook County Code, are hereby amended as follows:

### **Sec. 34-285. Short title; incorporation of provisions.**

This subdivision may be known and cited as the Cook County Public Works Minority- and Women-Owned Business Enterprise Ordinance and may be cited as such. ~~The provisions of the Cook County Minority and Women-Owned Business Enterprise General Ordinance are applicable to Public Works Contracts, except to the extent modified hereby.~~

### **Sec. 34-286. Findings.**

(a) The findings set forth in subdivision I Sec. 34-261 of this division 8 are incorporated herein by this reference.

(b) After ~~the~~ requirement in subdivision I that minority- and women-owned businesses (M/WBEs) be allotted certain percentages of County construction contracts was ruled unconstitutional, the County witnessed a drastic reduction in M/WBE construction prime contract and subcontract participation. ~~as applied to construction contracts in Builders Association of Greater Chicago v. County of Cook, 256 F.3d 642 (7th Cir. 2001). See also Builders Association of Greater Chicago v. City of Chicago, 2003 WL 1786489, 2003 U.S. Dist. Lexis 23287 (N.D. Ill. 2003).~~

(c) The President and the Board of Commissioners of the County of Cook, after considering (i) evidence presented at trial in *Builders Association of Greater Chicago v. City of Chicago*, 298 F.Supp.2d 725 (N.D. Ill. 2003) and *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005); (ii) County statistical evidence of continuing discrimination against Blacks, Hispanics, Asians and women in the County's Procurements; (iii) the Report title, "Review of Compelling Evidence of Discrimination Against Minority- and Women-Owned Business Enterprise in the Chicago Area Construction Industry and Recommendations for Narrowly Tailored Remedies for Cook County, Illinois;" as well as (iv) anecdotal evidence of discrimination against minorities and women in the County's Public Works Contracts; and (v) receiving and considering written reports, adopts the following findings as a strong basis in evidence supporting a narrowly tailored, remedial affirmative action program in Public Works Contracts.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(d) The County seeks to provide a level playing field and equal access for all prime contractors and subcontractors to participate in Public Works Contracts;

(e) The County has engaged in committee hearings in which the County has heard anecdotal evidence of discrimination in the construction industry, has commissioned and reviewed the a study entitled "The Status of Minority and Women-Owned Business Enterprises Relevant to Construction Activity In and Around Cook County, Illinois"(the "NERA Study") on the levels of PCE participation in Public Works Contracts, ~~has reviewed the report prepared indicating evidence of discrimination in Public Works Contracts~~ and has considered the evidence in relevant case law; and

(f) The NERA Study made recommendations for a revised Minority and Women owned business program for construction contracting, emphasizing the establishment of Project-specific goals, implementation of race and gender neutral measures, and enhancements to data gathering, implementation and performance monitoring of the program;

(g) The County has a compelling interest in preventing discrimination and desires to reaffirm its commitment to full and fair opportunities for all firms to participate in its construction contracts.

### **Sec. 34-287 Policy.**

~~Based on the findings set forth in subdivision I, Sec. 34 261 and the findings set forth in subdivision II, Sec. 34 286, and in addition to the policy set forth at Sec. 34 262, the policy and purpose of this subdivision is to establish and implement goals for participation of PCEs in Public Works Contracts, in accordance with all applicable laws.~~

It is hereby found, determined and declared that the purpose of this Ordinance is to ensure the full and equitable participation of Minority- and Women-Owned Business Enterprises in the County's procurement process as both prime and subcontractors in the County's Public Works contracts. The County is committed to a policy of preventing discrimination in the award of or participation in Public Works contracts and has recommended appropriate narrowly tailored remedies to eliminate any such discrimination.

### **Sec. 34-288. Program goals. Applicability.**

~~— The Program Goal applicable to Public Works Contracts shall be a goal of twenty four percent (24%) of the annual total dollar amount of Public Works Contracts to MBEs and a goal of not less than ten percent (10%) of the annual total dollar amount of Public Works Contracts to WBEs. In establishing a Contract Specific Goal for Public Works Contracts, the CCD shall consider the availability of sufficient Certified MBEs and WBEs for each trade required as part of the project.~~

This subdivision shall apply to all Public Works contracts, regardless of the sources of other funds; provided that any Public Works contract with respect to which a goal for Minority-Owned Business Enterprise or Women-Owned Business Enterprise participation is inconsistent with or prohibited by State or Federal law shall be exempt from the goals included in this subdivision.

### **Sec. 34-289. Commercially Useful Function. Severability.**

~~— To determine whether a PCE is performing a Commercially Useful Function, the County will evaluate whether the portion of the work subcontracted to or by a PCE is in accordance with industry~~

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

~~standards. For example, if a PCE subcontracts a greater portion of the work of a Contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. In addition, to perform a Commercially Useful Function, the PCE must be responsible, with respect to materials, equipment and supplies used in performing its portion of the Contract, for negotiating price, determining whether quality meets specifications, ordering the material, installing (where applicable) and paying for the material itself.~~

If any section, subsection, clause or provision of this subdivision is held to be invalid by a court of competent jurisdiction, the remainder of the subdivision shall not be affected by such invalidity.

### **Sec. 34-290. Definitions.**

The following terms shall have the following meanings:

Affiliate of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining Affiliation, the County shall consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates shall be considered together in determining whether a firm is a Small Business.

Annual Participation Goals mean the targeted levels established by the County for the annual aggregate participation of MBEs and WBEs in County construction contracts.

Business means a sole proprietorship, partnership, corporation, limited liability company, Joint Venture or any other business or professional entity.

Certified Firm means a firm that has been accepted by the County as a certified MBE or WBE.

Contractor means any Business that seeks to enter into a construction contract with the County, other than for professional services, and includes all partners and Affiliates Business.

Commercially Useful Function means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, or fulfilling such responsibilities as a Joint Venture partner.

Compliance Contract Director or "CC Director" means the Contract Compliance Director.

County means the County of Cook and its participating User Departments.

County's Marketplace means the ~~Metropolitan Statistical Area for Chicago, as established by the Bureau of the Census six-county region,~~ currently the counties of Cook, DuPage, Kane, Lake, KendallMcHenry and Will.

Doing Business means having a physical location from which to engage in for profit activities in the scope(s) of expertise of the Business.

Economically Disadvantaged means an individual with a Personal Net Worth less than \$2,000,000.00 indexed annually for the Chicago Metro Area Consumer Price Index, published by the U.S. Department of Labor, Bureau of Labor Standards, beginning January 2007~~11~~.

Expertise means demonstrated skills, knowledge or ability to perform in the field of endeavor in which certification is sought by the Business, as defined by normal industry practices, including licensure where required.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Good Faith Efforts means actions undertaken by a Contractor to achieve an MBE or WBE goal, which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Program's goals.

Joint Venture means an association of two or more Businesses proposing to perform a for profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.

Local Business means a Business located within the County's Marketplace which has the majority of its regular, full time work force located within the County's Marketplace.

Local Small Business means a Local Business which is also a Small Business.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

Minority Business Enterprise (MBE) means a Business:

- (1) Which is at least 51 percent owned by one or more Minority Individuals, or in the case of a publicly owned Business, at least 51 percent of all classes of the stock of which is owned by one or more Minority Individuals;
- (2) Whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more Minority Individuals;
- (3) Which performs a Commercially Useful Function;
- (4) Which is a Certified Firm; and
- (5) Which is a Local Small Business.

Minority Individual means:

- (1) African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
- (2) Hispanic-Americans, which includes persons of Mexican, Puerto Rican, Cuban, Caribbean, Dominican, Central or South American;
- (3) Native-Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; or
- (4) Asian-Americans, which includes persons whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent; or
- (5) Individual members of other groups, including but not limited to Arab-Americans, found by the County to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

decreased opportunities to compete in the County's marketplace or to do business with the County.

Owned means having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

Personal Net Worth means the net value of the assets of an individual after total liabilities are deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or other County certified MBE or WBE, ~~provided that the other firm is certified by a governmental agency that meets the County's eligibility criteria~~ or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse, an individual's personal net worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other retirement savings or investment programs less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

Program means the Program established by the Minority- and Women- Owned Business Enterprise Interim Ordinance.

Project Specific Goals means the Goals established for a particular project or contract based upon the availability of MBEs or WBEs in the scopes of work of the Project.

Public Works means all fixed works constructed or demolished by the County, or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multi-family residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

Regular Dealer means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a Regular Dealer, the firm must be an established, regular Business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a Regular Dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of a Regular Dealer's distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, manufacture representatives, or other persons who arrange or expedite transactions are not Regular Dealers.

Small Business means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, relevant to the scope(s) of work the firm seeks to perform on County contracts. A firm is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

Socially Disadvantaged means a Minority Individual or Woman who has been subjected to racial, ethnic or gender prejudice or cultural bias within American society because of his or her identity as a

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

member of a group and without regard to individual qualities. Social disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.

User Department means the department of the County or elected official responsible for initiating the procurement process.

Utilization Plan means the list of MBEs and WBEs that the Bidder/Proposer commits will be utilized, the scopes of the work and the dollar values or the percentages of the work to be performed.

Woman means a person of the female gender.

Woman-Owned Business Enterprise (WBE) means a Business:

- (1) Which is at least 51 percent owned by one or more Women, or in the case of a publicly owned Business, at least 51 percent of all classes of the stock of which is owned by one or more Women;
- (2) Whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more such Women;
- (3) Which performs a Commercially Useful Function;
- (4) Which is a Certified Firm; and
- (5) Which is a Local Small Business.

### **Sec. 34-291. Program administration.**

(a) The CC Director who shall report to the President of the Board of Commissioners of Cook County, shall administer the Program, and whose duties shall include:

- (1) Formulating, proposing and implementing rules and regulations for the development, implementation and monitoring of the Program.
- (2) Providing information and assistance to MBEs and WBEs relating to County procurement practices and procedures, and bid specifications, requirements, goals and prerequisites.
- (3) Establishing uniform procedures and criteria for certifying, recertifying and decertifying Businesses as MBEs and WBEs, accepting certifications by other agencies, and maintaining a directory of Certified Firms.
- (4) Establishing Project Specific Goals, in collaboration with the User Department.
- (5) Evaluating Contractors' achievement of Project Specific Goals or and Good Faith Efforts to meet Project Specific Goals.
- (6) Working with User Departments to monitor contracts to ensure prompt payments to MBEs and WBEs and compliance with Project Specific Goals and commitments, including gathering data to facilitate such monitoring.



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(7) Receiving, reviewing, and acting upon complaints and suggestions concerning the Program.

(8) Collecting data to evaluate the Program and other County contracting initiatives.

(9) Monitoring the Program and the County's progress towards the Annual Participation Goals. The CC Director shall report on a quarterly and annual basis to the President on the administration and operations of the Program.

(b) The User Departments that receive appropriate delegation for project management, contract management, and/or construction and/or design contract responsibility shall have the following duties and responsibilities with regard to the Program:

(1) Assisting the CC Director with setting Project Specific Goals.

(2) Assisting in the identification of available MBEs and WBEs, and providing other assistance in meeting the Project Specific Goals.

(3) Performing other activities to support the Program.

(4) Gathering and maintaining prime contracting and subcontracting data for those contracts which they manage.

(5) Submitting subcontracting data as required to the CC Director.

### **Sec. 34-292. Race- and gender-neutral measures to ensure equal opportunities for all contractors and subcontractors.**

The County shall develop and use measures to facilitate the participation of all firms in County construction contracting activities. These measures shall include, but are not limited to:

(a) Arranging solicitation times for the presentations of bids, quantities, specifications, and delivery schedules to facilitate the participation of interested firms;

(b) Segmenting, structuring or issuing contracts to facilitate the participation of MBEs, WBEs and other Small Businesses;

(c) Providing timely information on contracting procedures, bid preparation and specific contracting opportunities;

(d) Providing assistance to Business in overcoming barriers such as difficulty in obtaining bonding and financing;

(e) Holding pre-bid conferences, where appropriate, to explain the projects and to encourage Contractors to use all available qualified firms as subcontractors;

(f) Adopting prompt payment procedures, including, requiring by contract that prime Contractors promptly pay subcontractors;

(g) Reviewing retainage, bonding and insurance requirements to eliminate unnecessary barriers to contracting with the County;

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(h) Collecting information from all prime Contractors on County construction contracts detailing the bids received from all subcontractors for County construction contracts and the expenditures to subcontractors utilized by prime Contractors on County construction contracts;

(i) At the discretion of the CC Director, letting a representative sample of County construction contracts without goals, to determine MBE and WBE utilization in the absence of goals;

(j) Maintaining information on all firms bidding on County prime contracts and subcontracts; and

(k) Referring complaints of discrimination to Cook County's Commission on Human Relations, or other appropriate authority, for investigation.

### **Sec. 34-293. Program eligibility.**

(a) Only Businesses that meet the criteria for certification as an MBE or WBE may participate in the Program. The applicant has the burden of persuasion by a preponderance of the evidence.

(b) Only a firm owned by a Socially and Economically Disadvantaged person(s) may be certified as an MBE or WBE.

(1) The firm's ownership by a Socially and Economically Disadvantaged person must be real, substantial, and continuing, going beyond pro forma ownership of the firm as reflected in ownership documents. The owner(s) must enjoy the customary incidents of ownership and share in the risks and profits commensurate with that ownership interest.

(2) The contributions of capital or Expertise by the Socially and Economically Disadvantaged owner(s) to acquire the ownership interest must be real and substantial. If Expertise is relied upon as part of a Socially and Economically Disadvantaged owner's contribution to acquire ownership, the Expertise must be of the requisite quality generally recognized in a specialized field, in areas critical to the firm's operations, indispensable to the firm's potential success, specific to the type of work the firm performs and documented in the firm's records. The individual whose Expertise is relied upon must have a commensurate financial investment in the firm.

(c) Only a firm that is managed and controlled by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

(1) A firm must not be subject to any formal or informal restrictions that limit the customary discretion of the Socially and Economically Disadvantaged owner(s). There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices that prevent the Socially and Economically Disadvantaged owner(s), without the cooperation or vote of any non-Socially and Economically Disadvantaged person, from making any business decision of the firm, including the making of obligations or the disbursing of funds.

(2) The Socially and Economically Disadvantaged owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long-term decisions on management, policy, operations and work.

(3) The Socially and Economically Disadvantaged owner(s) may delegate various areas of the management or daily operations of the firm to persons who are not Socially and

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner(s) must retain the power to hire and fire any such person. The Socially and Economically Disadvantaged owner(s) must actually exercise control over the firm's operations, work, management and policy.

(4) The Socially and Economically Disadvantaged owner(s) must have an overall understanding of, and managerial and technical competence, experience and Expertise, directly related to the firm's operations and work. The Socially and Economically Disadvantaged owner(s) must have the ability to intelligently and critically evaluate information presented by other participants in the firm's activities and to make independent decisions concerning the firm's daily operations, work, management, and policymaking.

(5) If federal, state and/or local laws, regulations or statutes require the owner(s) to have a particular license or other credential to own and/or control a certain type of firm, then the Socially and Economically Disadvantaged owner(s) must possess the required license or credential. If state law, County ordinance or other law regulations or statute does not require that the owner posses the license or credential, that the owner(s) lacks such license or credential is a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner(s) actually controls the firm.

(6) A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the owner from devoting sufficient time and attention to the affairs of the firm to manage and control its day to day activities.

(d) Only an independent firm may be certified as a MBE or WBE. An independent firm is one whose viability does not depend on its relationship with another firm. Recognition of an applicant as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent and non-Affiliated. In determining whether an applicant is an independent Business, the CC Director will:

(1) Scrutinize relationships with non-Certified Firms in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(2) Consider whether present or recent employer/employee relationships between the Socially and Economically Disadvantaged owner(s) of the applicant and non-Certified Firms or persons associated with non-Certified Firms compromise the applicant's independence.

(3) Examine the applicant's relationships with non-Certified Firms to determine whether a pattern of exclusive or primary dealings with non-Certified Firm compromises the applicant's independence.

(4) Consider the consistency of relationships between the applicant and non-Certified Firms with normal industry practice.

(e) An applicant shall be certified only for specific types of work in which the Socially and Economically Disadvantaged owner(s) has the ability and Expertise to manage and control the firm's operations and work.

(f) The County shall certify the eligibility of Joint Ventures involving MBEs or WBEs and non-Certified Firms, provided that the Joint Venture meets the criteria for certification as an MBE or WBE.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

To be considered an eligible Joint Venture, at least one partner of the Joint Venture must be a Certified Firm, with a share in the capital contribution, control, management, risks, and profits of the Joint Venture which is equal to its ownership interest. Each Certified Firm partner must contribute property, capital, efforts, skill and knowledge and be responsible for a distinct, clearly defined portion of the work of the contract. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.

(g) In lieu of conducting its own certifications, the CC Director by rule may accept formal certifications by other entities as meeting the requirements of the Program, if the CC Director determines that the certification standards of such entities are comparable to those of the County.

(h) The certification status of all MBEs and WBEs shall be reviewed periodically by the Office of Contract Compliance. Failure of the firm to seek recertification by filing the necessary documentation with the CC Director as provided by rule may result in decertification.

(i) It is the responsibility of the Certified Firm to notify the CC Director of any change in its circumstances affecting its continued eligibility for the Program, including decertification by another agency. Failure to do so may result in the firm's decertification.

(j) The CC Director shall decertify a firm that does not continuously meet the eligibility criteria.

(k) Decertification by another agency shall create a prima facie case for decertification by the County. The challenged firm shall have the burden of proving that its County certification should be maintained.

(l) A firm that has been denied certification or recertification or has been decertified may protest the denial or decertification as provided by rule.

(m) A firm found to be ineligible may not apply for certification for six (6) months after the effective date of the final decision.

(n) A third party may challenge the eligibility of an applicant for certification or a Certified Firm as provided by rule. Such challenges shall be signed and sworn by the individual challenging the eligibility of an applicant for certification or a certified firm. The burden of proof shall rest with the complainant. Such challenges to eligibility shall be subject to an appeal. The CC Director shall be the final arbiter of all challenges. The presumption that the challenged firm is eligible shall remain in effect until the CC Director renders a final decision.

### **Sec. 34-294. Annual aspirational goals.**

The Annual Aspirational Goals for the utilization of MBEs and WBEs on County Public Works contracts and subcontracts shall be twenty-four (24%) percent for MBEs and ten (10%) percent for WBEs.

### **Sec. 34-295. Project specific goals.**

The CC Director, in consultation with the User Department, shall establish Project Specific Goals for construction Contracts based upon the availability of at least three MBEs and three WBEs to perform the anticipated subcontracting functions of the project and the County's utilization of MBEs and WBEs to date.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

### **Sec. 34-296. Counting MBE and WBE participation.**

(a) The entire amount of that portion of a contract that is performed by the MBEs or WBEs own forces shall be counted, including the cost of supplies and materials obtained by the MBE or WBE for the work of the contract, and supplies purchased or equipment leased by the MBE or WBE (except supplies and equipment the MBE or WBE purchases or leases from the prime Contractor or the prime Contractor's Affiliate).

(b) The entire amount of fees or commissions charged by a MBE or WBE for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, shall be counted, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.

(c) When a MBE or WBE performs as a participant in a Joint Venture, only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the Joint Venture's contract that is performed by the MBE or WBE with its own forces and for which it is separately at risk, shall be counted.

(d) Only expenditures to a MBE or WBE that is performing a Commercially Useful Function shall be counted. To determine whether a MBE or WBE is performing a Commercially Useful Function, the County will evaluate the amount of work subcontracted, industry practices, whether the amount the MBE or WBE is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors. To perform a Commercially Useful Function, the MBE or WBE must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. A MBE or WBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in the contract through which funds are passed in order to obtain the appearance of MBE or WBE participation. If a MBE or WBE subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a MBE or WBE is presumed not to be performing a Commercially Useful Function, the Certified Firm may present evidence to rebut this presumption.

(e) One hundred percent of the cost of the materials or supplies obtained from a MBE or WBE Manufacturer or Regular Dealer shall be counted. One hundred percent of the fees or transportation charges for the delivery of materials or supplies required on a job site shall be counted only if the payment of such fees is a customary industry practice and are commensurate with fees customarily charged for similar services.

(f) If a firm ceases to be a Certified Firm for any other reason than graduation from the M/WBE Construction Program during its performance on a contract, the dollar value of work performed under a contract with that firm after it has ceased to be certified shall not be counted.

(g) In determining achievement of Project Specific Goals, the participation of a MBE or WBE shall not be counted until that amount has been paid to the MBE or WBE.

### **Sec. 34-297. Contract pre-award compliance procedures.**

(a) For all solicitations, the bidder/proposer shall submit a Utilization Plan detailing all subcontractors from which the Contractor solicited bids or quotations, and if Project Specific Goals have been established, its achievement of the Goals or its Good Faith Efforts to do so. The Utilization Plan shall be due at the time the bid / proposal is due.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(b) Any agreement between a Contractor and a MBE or WBE in which the Contractor requires that the MBE or WBE not provide subcontracting quotations to other Contractors is prohibited.

(c) Where the Contractor cannot achieve the Project Specific Goal(s), the CC Director will determine whether the Contractor has made Good Faith Efforts to meet the Goal(s). In making this determination, the Director will consider, at a minimum, the Contractor's efforts to:

- (1) Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and written notices) the interest of all MBEs and WBEs certified in the scopes of work of the contract. The Contractor shall provide interested MBEs and WBEs with timely, adequate information about the plans, specifications, and requirements of the contract to allow MBEs and WBEs to respond to the solicitation. The Contractor must follow up initial solicitations with interested MBEs and WBEs.
- (2) Select portions of the work to be performed by MBEs and WBEs in order to increase the likelihood that the Project Specific Goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation, even when the Contractor would otherwise prefer to perform these work items with its own forces. It is the Contractor's responsibility to make a portion of the work available to MBEs and WBEs and to select those portions of the work or material needs consistent with the availability MBEs and WBEs to facilitate their participation.
- (3) Negotiate in good faith with interested MBEs and WBEs. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs and WBEs that were contacted; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and why agreements could not be reached with MBEs and WBEs. The Contractor may not reject MBEs and WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. That there may be some additional costs involved in finding and using MBEs and WBEs is not in itself sufficient reason for a Contractor's failure to meet the Project Specific Goals, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve it of the responsibility to make Good Faith Efforts on all scopes of work that could be subcontracted.
- (4) Make efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the County or the prime Contractor, where appropriate.
- (5) Make efforts to assist interested MBEs and WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, where appropriate.
- (6) Use the services of the Office of Contract Compliance, available minority/women community organizations, minority/women contractors' groups, government sponsored minority/women business assistance offices and other appropriate organizations to provide assistance in the recruitment and placement of MBEs and WBEs.

(ed) In determining whether a Contractor has made Good Faith Efforts, the performance of other Contractors in meeting the Project Specific Goals may be considered. For example, when the apparent successful Contractor fails to meet the Project Specific Goals but others meet it, it may be reasonably questioned whether, with additional reasonable efforts, the apparent successful Contractor could have met the Project Specific Goals. Similarly, if the apparent successful Contractor fails to meet the Project

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Specific Goals, but meets or exceeds the average MBE or WBE participation obtained by other Contractors, this may be evidence that the apparent successful Contractor made Good Faith Efforts.

(fe) A signed letter of intent from each listed MBE or WBE, describing the work, materials, equipment or services to be performed or provided by the MBE or WBE and the agreed upon dollar value shall be due at the time of bid proposal or within three days after such submission.

(ff) The CC Director shall timely review the Utilization Plan before award, including the scope of work and the letters of intent from MBEs and WBEs. The CC Director may request clarification in writing of items listed in the Utilization Plan, provided such clarification shall not include the opportunity to augment listed participation or Good Faith Efforts.

(fg) If the CC Director determines that the Utilization Plan demonstrates that the Project Specific Goals have been achieved or Good Faith Efforts made, with the concurrence of the User Department, the CC Director and User Department shall recommend award to Procurement Officer ~~Department~~.

(fh) If the CC Director finds that a Contractor did not make sufficient Good Faith Efforts, the CC Director shall communicate this finding to the ~~User~~Purchasing Department and recommend that the bid/proposal be rejected. A Contractor may protest this determination pursuant to the County's bid protest procedures.

### **Sec. 34-298. Contract administration procedures.**

(a) Upon award of a contract by the County that includes Project Specific Goals, the Project Specific Goals become covenants of performance by the Contractors and incorporated in the contract.

(b) The Contractor shall provide a listing of all subcontractors to be used in the performance of the contract, and detailed subcontractor information to the County with each request for payment submitted to the County or as otherwise directed by the County. The CC Director and the User Department shall monitor subcontractor participation during the course of the contract. The County shall have full and timely access to the Contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the Contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the Contractor's records by any officer or official of the County for any purpose.

(c) The Contractor cannot make changes to the Utilization Plan or substitute MBEs or WBEs named in the Utilization Plan without the prior written approval of the CC Director, Procurement Officer and the User Department. Unauthorized changes or substitutions shall be a violation of this subdivision and a breach of contract, and may constitute grounds for rejection of the bid or proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the Contractor to contract penalties or other sanctions.

(1) All requests for changes or substitutions of a MBE or WBE Subcontractor(s) named in the Utilization Plan shall be made to the CC Director, Procurement Officer and the User Department in writing, and shall clearly and fully set forth the basis for the request. A Contractor shall not substitute a MBE or WBE subcontractor or perform the work designated for a MBE or WBE subcontractor with its own forces unless and until the CC Director, Procurement Officer in consultation with the User Department, approves such substitution in writing. A Contractor shall not allow a substituted subcontractor to begin work until ~~both~~ the Director, Procurement Officer and the User Department have approved the substitution.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (2) The facts supporting the request must not have been known nor reasonably should have been known by either party before the submission of the Utilization Plan. Bid shopping is prohibited. The Contractor must negotiate with the MBE or WBE subcontractor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.
- (3) Substitutions of the subcontractor shall be permitted only on the following bases:
- (i) Unavailability after receipt of reasonable notice to proceed.
  - (ii) Failure of performance.
  - (iii) Financial incapacity.
  - (iv) Refusal by the subcontractor to honor the bid or proposal price.
  - (v) Mistake of fact or law about the elements of the scope of work of a solicitation where agreement upon a reasonable price cannot be reached.
  - (vi) Failure of the subcontractor to meet insurance, licensing or bonding requirements; or
  - (vii) The subcontractor's withdrawal of its bid or proposal.
- (4) The final decision whether to permit or deny the proposed substitution, and the basis of any denial, shall be communicated to the parties in writing by the CC Director.
- (5) Where the Contractor has established the basis for the substitution to the satisfaction of the County, the Contractor shall make Good Faith Efforts to fulfill the Utilization Plan. The Contractor may seek the assistance of the Office of Contract Compliance in obtaining a new MBE or WBE. If the Project Specific Goal(s) cannot be reached and Good Faith Efforts have been made, the Contractor may substitute with a non-Certified Firm.
- (6) If the County requires the substitution of a MBE or WBE subcontractor listed in the Utilization Plan, the Contractor shall undertake Good Faith Efforts to fulfill the Utilization Plan. The Contractor may seek the assistance of the Office of Contract Compliance in obtaining a new MBE or WBE subcontractor. If the Goal(s) cannot be reached and Good Faith Efforts have been made, the Contractor may substitute with a non-Certified Firm.
- (d) If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed in the Utilization Plan, the Contractor shall obtain the approval of the CC Director to modify the Utilization Plan and must make Good Faith Efforts to ensure that MBES and WBEs have a fair opportunity to bid on the new scope of work.
- (e) Changes to the scopes of work shall be documented by the User Department at the time they arise to establish the reasons for the change and the effect on achievement of the MBE or WBE goal.
- (f) Prior to contract closeout, the CC Director shall evaluate the Contractor's fulfillment of the contracted goals, taking into account all approved substitutions, terminations and changes to the contract's scope of work. If the County determines that Good Faith Efforts to meet the MBE or WBE commitments



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

were not made, or that fraudulent misrepresentations have been made, or any other breach of the contract or violation of this subdivision, a remedy or sanction may be imposed, as provided in the contract.

### **Sec. 34-299. Sanctions and penalties.**

(a) The following violations of this subdivision may result in a breach of contract:

(1) Providing false or misleading information to the County in connection with submission of a bid, responses to requests for qualifications or proposals, Good Faith Efforts documentation, post award compliance, or other Program operations.

(2) Committing any other violations of this subdivision.

(b) A Contractor or subcontractor is subject to withholding of payments under the contract, termination of the contract for breach, contract penalties, or being barred or deemed non-responsive in future County solicitations and contracts as determined by the County's Procurement Officer, if it is found to have:

(1) Provided false or misleading information in connection with an application for certification or recertification or colluded with others to do so;

(2) Provided false or misleading information in connection with the submission of a bid or proposal or documentation of Good Faith Efforts, post-award compliance, or other Program operations or colluded with others to do so;

(3) Failed in bad faith to fulfill Project Specific Goals, thereby materially breaching the contract; or

(4) Failed to comply in good faith with substantive provisions of this subdivision.

### **Sec. 34-300. Program review and sunset.**

(a) The President and the Board of Commissioners shall receive quarterly and annual reports from the CC Director detailing the County's performance under the Program.

(b) The President and the Board of Commissioners will review these reports, including the Annual Participation Goals and the County's progress towards meeting those Goals and eliminating discrimination in its contracting activities and marketplace.

(c) Within five years after the effective date of this ordinance, the County will review the operation of the Program and the evidentiary basis for the Program in order to determine whether it the County has a continuing compelling interest in remedying discrimination against MBEs and WBEs in its construction marketplace, and the permissible scope of any narrowly tailored remedies to redress discrimination against MBEs or WBEs so that the County will not function as a passive participant in a discriminatory marketplace.

(d) This subdivision shall sunset on or before June 30, 2016.

## DIVISION 9. CONTRACT MANAGEMENT

### **Sec. 34-3001. Contracts**

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(a) *Purpose.* The purpose of this Division is to ensure that Contracts in an amount of \$1,000,000.00 or more are performed in accordance with the Contract terms.

(b) *Applicability.* This Division shall only apply to Contracts of \$1,000,000.00 or more.

(c) *Funding.* The extent to which this division shall be implemented shall be limited to the availability of funding. The Board encourages the County to seek out any available grant funding for this initiative.

### **Sec. 34-3012. Information to be contained in Contracts**

All Contracts over \$1,000,000.00 should contain, but not be limited to, the following information, as applicable:

(a) Clearly state the specifications, contract period, allowable renewals or extension periods, and procedures for amendments or changes;

(b) Provide for specific measurable deliverables and reporting requirements, including due dates;

(a) Describe any payment schedules and escalation factors;

(d) Contain performance standards;

(e) Tie payments to the acceptance of deliverables or the final product;

(f) Contain all standard or required clauses as published in an RFP. Order of precedence should be addressed in case of a discrepancy between the RFP and the Contract;

(g) Contain appropriate signatures, approvals, acknowledgements, or witnesses; and

(h) Be reviewed and approved as to form by an attorney from the Cook County State's Attorney's Office prior to execution.

### **Sec. 34-3023. Contract management for Contracts.**

(a) Using Agency responsibilities are as follows:

(1) Designate one or more individuals as the "Contract Manager" with the knowledge, skills, ability and time to monitor the Contract;

(2) The CPO may provide staff to assist the Using Agency in complying with this division.

(b) Contract Manager's duties:

(1) Monitor performance of the Contract in accordance with its terms;

(2) Track budgets and compare invoices and charges to contract terms and conditions;

(3) Document the timeliness and acceptance or rejection of deliverables and initiate appropriate action to enforce the Contract terms; and

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(4) Evaluate and document compliance with Contract requirements on a periodic basis during the term of the Contract and submit to the CPO.

(c) CPO's duties:

(1) Create uniform evaluation forms for use by Contract Managers, to evaluate the extent to which the Contractor satisfied the Contract terms;

(2) Establish appropriate procedures to ensure that evaluations are utilized in determining whether a Bidder or Proposer is Responsible; provided, however, that evaluations made only within the past three years shall be considered;

(3) Assist Using Agencies in obtaining training through the National Contract Managers Association, Institute of Supply Management or National Institute of Government Purchasing standards, for Contract Managers.

### DIVISION 10. INVOICES FOR SERVICES RENDERED

#### **Sec. 34-310. Invoices required for all service Contracts.**

(a) *Work Performed.* All Contracts for ~~Professional and Consulting~~ SServices, regardless of compensation structure, shall contain a provision requiring the Contractor to maintain and submit for review upon request by the Using Agency, itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date.

(b) *Expenses.* Contracts for ~~Professional and Consulting~~ SServices shall also require Contractors to submit documentation of the types and amounts of expenses incurred related to the work performed if the Contractor seeks reimbursement for any such expenses incurred.

(c) *Invoice Documentation.* All Contracts for ~~Professional and Consulting~~ SServices, regardless of compensation structure, shall contain a provision requiring the Contractor to submit itemized records indicating the dates or time period in which the services being invoiced were provided, a detailed description of the work performed for the time period being invoiced and the amount of time spent performing work for the time period in question. In addition, all Contracts for ~~Professional and Consulting~~ SServices that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date.

(ed) *Payment.* All Contracts for ~~Professional and Consulting~~ SServices shall further require that the itemized work and expense records required in 34-310 (b) and (c) be submitted to the Using Agency with the Contractor's invoice as a condition of payment for any ~~Professional and Consulting~~ SServices rendered.

#### **Sec. 34-311. No payment prior to submission of invoice.**

The Comptroller shall not issue a payment to any Contractor providing ~~Professional and Consulting~~ SServices who has not submitted the requisite invoice with work and expense records unless

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

the Contractor has been approved for advance payment per the Contract. The Comptroller shall not issue an advance payment to any Contractor providing ~~Professional and Consulting~~ Services unless the invoice includes written authorization from the Using Agency documenting the contractual basis for the advance payment. Contractors approved for advance payment shall be required to submit invoices providing work and expense records as described above in Section 34-310 on at least a monthly basis.

**BE IT FURTHER ORDAINED** by the Cook County Board of Commissioners, that Chapter 32 Fees, Section 32-1 of the Cook County Code is hereby amended as follows:

	<b>Description</b>	<b>Fees, Rates, Charges (in dollars)</b>
34-283(a)	M/WBE Certification Fee	\$2050.00
34-283(b)	M/WBE Recertification Fee	\$100.00
34-283(c)	"No Change" Affidavit Processing Fee	\$50.00

This amendment shall be effective immediately upon passage.

Chairman Daley asked the Secretary of the Board to call upon the registered public speakers, in accordance with Cook County Code, Sec. 2-107(dd).

1. Mary Kay Minaghan – Women Construction Owners and Executives
2. George Blakemore – Concerned Citizen

**Commissioner Butler, seconded by Commissioner Suffredin, moved to Defer Communication No. 318664. Commissioner Steele called for a roll call, the vote of yeas and nays being as follows:**

**Roll Call on Motion to Defer the Proposed Amendment  
to (Communication No. 318664)**

**Yeas: Commissioners Butler and Suffredin (2)**

**Nays: Chairman Daley, Commissioners Gainer, Garcia, Gorman, Murphy, Silvestri, Steele and Tobolski (8)**

**Absent: Vice Chairman Sims, Commissioners Beavers, Collins, Fritchey, Goslin, Reyes and Schneider (7)**

**The motion to Defer the Proposed Amendment to (Communication No. 318664) Failed.**

**Commissioner Garcia, seconded by Commissioner Tobolski, moved to Approve Communication No. 318664 as Amended. The motion carried, and the Proposed Amendment to the Cook County MBE/WBE Ordinance was approved and adopted, as amended.**

**Commissioner Butler voted No on Communication No. 318664.**

**12-O-34  
ORDINANCE  
Sponsored by**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT  
AND JOHN P. DALEY, COUNTY COMMISSIONER**

**NOW, THEREFORE, BE IT ORDAINED** that Chapter 34, Article IV, Division 1, Section 34-124~~5~~ of the Cook County Code, is hereby amended as follows ~~to include the following definition:~~

~~*Professional Services* means services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training or direct assistance.~~

~~**BE IT FURTHER ORDAINED** by the Cook County Board of Commissioners, that Chapter 34, Article IV, Division 1, Sec. 34-125 of the Cook County Code, is hereby amended as follows:~~

**Sec. 34-125. Powers and duties of the Chief Procurement Officer.**

The Chief Procurement Officer shall:

- (a) Make all Procurements and conduct all activities related to the Procurement Process in accordance with the Procurement Code and any procedures promulgated pursuant hereto;
- (b) Establish and maintain procurement policies and procedures, and standardized documents and forms to implement the Procurement Code;
- (c) Cooperate with the Contracts Compliance Director to coordinate the procurement process with the Minority- and Women-Owned Business Program established pursuant to Division 8 of this Procurement Code;
- (d) Develop and maintain procedures for disseminating information and notice of procurement opportunities;
- (e) Have authority to implement innovative procurement methods and processes pursuant to this Procurement Code;
- (f) Have authority to approve and execute an assignment of or an amendment to a Contract; provided that any such amendment does not extend the Contract by more than one year, and further provided that the total cost of all such amendments does not increase the amount of the Contract beyond the authority of the CPO granted in Section 34-123, ~~or in the case of Contracts approved by the Board, provided that the total cost of all such amendments does not increase the Contract by more than 10%;~~
- (g) Have authority to establish the commencement and expiration dates of any Contract as necessary to permit the Contract period to commence upon the date of Execution of the Contract by the County, unless another commencement date is specified in the Contract;
- (h) Within the CPO's authority, approve and execute Contracts;
- (i) Ensure that all certifications, statements and affidavits required by this Procurement Code are submitted;

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

(j) Determine when supplies, materials and equipment are obsolete or unusable, and trade in, sell or dispose of such property, except for such property which is the responsibility of the Cook County Health and Hospitals System;

(k) Compile and maintain information for all Procurements, including those Procurements and Contract amendments which do not require Board approval. The CPO shall submit a report to the Board on a monthly basis listing the Procurements and Procurement amendments executed by the CPO that do not require Board approval, including a list of each Person from whom the County makes such a Procurement and the method of Procurement applied, as well as Procurements that authorize the advance payment for services. Such reports shall include:

(1) The name of the Vendor;

(2) A brief description of the product or service provided;

(3) The name of the Using Department and budgetary account from which the funds are being drawn; and

(4) The amount and term of the Procurement; and

(5) The amount and/or extension period of the amendment, if applicable.

Such report shall be provided to the Board of Commissioners in an electronic format.

~~The CPO shall work with the Comptroller to also provide a monthly report of the individual and total aggregate amount disbursements made for Procurements that do not require Board approval. The Comptroller shall provide to the Board of Commissioners a report of all payments made pursuant to contracts for supplies, materials and equipment and for professional and managerial services for Cook County, including the separately elected Officials, which involve an expenditure of \$150,000.00 or more, within two weeks of being made. Such reports shall include:~~

~~(1) The name of the Vendor;~~

~~(2) A brief description of the product or service provided;~~

~~(3) The name of the Using Department and budgetary account from which the funds are being drawn; and~~

(1) The CPO shall work with the Comptroller to provide a monthly report of the individual and total aggregate amount disbursements made for Procurements that do not require Board approval. The Comptroller shall provide to the Board of Commissioners a report of all payments made pursuant to contracts for supplies, materials and equipment and for professional and managerial services for Cook County, including the separately elected Officials, which involve an expenditure of \$150,000.00 or more, within two weeks of being made. Such reports shall include:

(1) The name of the Vendor;

(2) A brief description of the product or service provided;

(3) The name of the Using Department and budgetary account from which the funds are being drawn; and

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

(4) The contract number under which the payment is being made.

Such report shall be provided to the Board of Commissioners in an electronic format.

(~~fm~~) Make available on the County's website information related to all Procurements, including, but not limited to, a list of Contracts and a list of Contractors and subcontractors;

(~~mn~~) Keep a record of any Person who has been disqualified under Division 4, Disqualification; Penalties, and shall provide such record to the Cook County Health and Hospitals System;

(~~no~~) Have authority to terminate a Contract in accordance with its terms;

(~~op~~) Issue notices of violation to enforce the provisions of this Code, as applicable, and institute enforcement proceedings under Chapter 2, Article IX, as appropriate;

(~~pq~~) Work with the Comptroller to assure that Contractors are not paid in advance of performance, unless such advance payment is provided for and properly justified in the Contract; and

(~~qr~~) Have charge of such other Procurement activities as may be assigned by the President or the Board.

**BE IT FURTHER ORDAINED**, by the Cook County Board of Commissioners, that Chapter 34, Article IV, Division 2, Section 34-144(a) of the Cook County Code, is hereby amended as follows:

**Sec. 34-144. Innovative procurement.**

(a) The CPO may make a Procurement using innovative methods of procurement, including but not limited to electronic procurement, reverse auctions, electronic bidding, electronic auctions, prequalification, and pilot procurement programs that have no cost to the County. In order to implement innovative methods of procurement, either directly or through a service provider, the CPO must make a determination that such process is competitive and in the best interest of the County.

**BE IT FURTHER ORDAINED THAT**, Chapter 34, Article IV, Division 8, Subdivision 1, Section 34-260 of the Cook County Code, is hereby amended as follows:

**Sec. 34-260. Short title.**

This subdivision shall be known and may be cited as the Cook County Minority- and Women-Owned Business Enterprise General Ordinance. This subdivision is applicable to all Contracts, including except Public Works Contracts other than as modified pursuant to which are governed by sSubdivision 2 of this Division 8.

**BE IT FURTHER ORDAINED THAT**, Chapter 34, Article IV, Division 8, Subdivision 1, Section 34-263 of the Cook County Code, is hereby amended as follows:

**Sec. 34-263. Definitions.**

The following words, terms and phrases, when used in this Subdivision I, including both subdivision I and subdivision H, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Capitalized terms not defined in this section are defined in Division



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

1 of this Procurement Code, or in Sec. 1-3 of the County Code. Additional terms applicable to subdivision II are set forth in such subdivision.

*Affiliate.* An "Affiliate" of, or a Person "Affiliated" with, a specified Person shall mean any Person that directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the Person specified. Affiliates shall be considered together in determining whether a firm is a small business.

*County Marketplace* means the ~~Metropolitan Statistical Area for Chicago, as established by the Bureau of the Census~~ six-county region, currently the counties of Cook, DuPage, Kane, Lake, ~~Kendall~~ McHenry and Will.

**BE IT FURTHER ORDAINED THAT**, Chapter 34, Article IV, Division 8, Subdivision II, Sections 34-285 to 289 of the Cook County Code, are hereby amended as follows:

**Sec. 34-285. Short title; incorporation of provisions.**

This subdivision may be known and cited as the Cook County Public Works Minority- and Women-Owned Business Enterprise Ordinance and may be cited as such. ~~The provisions of the Cook County Minority and Women Owned business Enterprise General Ordinance are applicable to Public Works Contracts, except to the extent modified hereby.~~

**Sec. 34-286. Findings.**

(a) The findings set forth in subdivision I Sec. 34-261 of this division 8 are incorporated herein by this reference.

(b) After ~~the~~ requirement in subdivision I that minority- and women-owned businesses (M/WBEs) be allotted certain percentages of County construction contracts was ruled unconstitutional, the County witnessed a drastic reduction in M/WBE construction prime contract and subcontract participation, as applied to construction contracts in Builders Association of Greater Chicago v. County of Cook, 256 F.3d 642 (7th Cir. 2001). See also Builders Association of Greater Chicago v. City of Chicago, 2003 WL 1786489, 2003 U.S. Dist. Lexis 23287 (N.D. Ill. 2003).

(c) The President and the Board of Commissioners of the County of Cook, after considering (i) evidence presented at trial in *Builders Association of Greater Chicago v. City of Chicago*, 298 F.Supp.2d 725 (N.D. Ill. 2003) and *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005); (ii) County statistical evidence of continuing discrimination against Blacks, Hispanics, Asians and women in the County's Procurements; (iii) the Report title, "Review of Compelling Evidence of Discrimination Against Minority- and Women-Owned Business Enterprise in the Chicago Area Construction Industry and Recommendations for Narrowly Tailored Remedies for Cook County, Illinois;" as well as (iv) anecdotal evidence of discrimination against minorities and women in the County's Public Works Contracts; and (v) receiving and considering written reports, adopts the following findings as a strong basis in evidence supporting a narrowly tailored, remedial affirmative action program in Public Works Contracts.

(d) The County seeks to provide a level playing field and equal access for all prime contractors and subcontractors to participate in Public Works Contracts;

(e) The County has engaged in committee hearings in which the County has heard anecdotal evidence of discrimination in the construction industry, has commissioned and reviewed the a study

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

entitled "The Status of Minority and Women-Owned Business Enterprises Relevant to Construction Activity In and Around Cook County, Illinois"(the "NERA Study") on the levels of PCE participation in Public Works Contracts, ~~has reviewed the report prepared indicating evidence of discrimination in Public Works Contracts~~ and has considered the evidence in relevant case law; and

(f) The NERA Study made recommendations for a revised Minority and Women owned business program for construction contracting, emphasizing the establishment of Project-specific goals, implementation of race and gender neutral measures, and enhancements to data gathering, implementation and performance monitoring of the program;

(g) The County has a compelling interest in preventing discrimination and desires to reaffirm its commitment to full and fair opportunities for all firms to participate in its construction contracts.

### **Sec. 34-287. Policy.**

~~Based on the findings set forth in subdivision I, Sec. 34-261 and the findings set forth in subdivision II, Sec. 34-286, and in addition to the policy set forth at Sec. 34-262, the policy and purpose of this subdivision is to establish and implement goals for participation of PCEs in Public Works Contracts, in accordance with all applicable laws. It is hereby found, determined and declared that the purpose of this Ordinance is to ensure the full and equitable participation of Minority- and Women-Owned Business Enterprises in the County's procurement process as both prime and subcontractors in the County's Public Works contracts. The County is committed to a policy of preventing discrimination in the award of or participation in Public Works contracts and has recommended appropriate narrowly tailored remedies to eliminate any such discrimination.~~

### **Sec. 34-288. Program goals. Applicability.**

~~The Program Goal applicable to Public Works Contracts shall be a goal of twenty four percent (24%) of the annual total dollar amount of Public Works Contracts to MBEs and a goal of not less than ten percent (10%) of the annual total dollar amount of Public Works Contracts to WBEs. In establishing a Contract Specific Goal for Public Works Contracts, the CCD shall consider the availability of sufficient Certified MBEs and WBEs for each trade required as part of the project. This subdivision shall apply to all Public Works contracts, regardless of the sources of other funds; provided that any Public Works contract with respect to which a goal for Minority-Owned Business Enterprise or Women-Owned Business Enterprise participation is inconsistent with or prohibited by State or Federal law shall be exempt from the goals included in this subdivision.~~

### **Sec. 34-289. Commercially Useful Function. Severability.**

~~To determine whether a PCE is performing a Commercially Useful Function, the County will evaluate whether the portion of the work subcontracted to or by a PCE is in accordance with industry standards. For example, if a PCE subcontracts a greater portion of the work of a Contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. In addition, to perform a Commercially Useful Function, the PCE must be responsible, with respect to materials, equipment and supplies used in performing its portion of the Contract, for negotiating price, determining whether quality meets specifications, ordering the material, installing (where applicable) and paying for the material itself. If any section, subsection, clause or provision of this subdivision is held to be invalid by a court of competent jurisdiction, the remainder of the subdivision shall not be affected by such invalidity.~~

### **Sec. 34-290. Definitions.**

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

The following terms shall have the following meanings:

Affiliate of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining Affiliation, the County shall consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates shall be considered together in determining whether a firm is a Small Business.

Annual Participation Goals mean the targeted levels established by the County for the annual aggregate participation of MBEs and WBEs in County construction contracts.

Business means a sole proprietorship, partnership, corporation, limited liability company, Joint Venture or any other business or professional entity.

Certified Firm means a firm that has been accepted by the County as a certified MBE or WBE.

Contractor means any Business that seeks to enter into a construction contract with the County, other than for professional services, and includes all partners and Affiliates Business.

Commercially Useful Function means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, or fulfilling such responsibilities as a Joint Venture partner.

Compliance Contract Director or "CC Director" means the Contract Compliance Director.

County means the County of Cook and its participating User Departments.

County's Marketplace means the ~~Metropolitan Statistical Area for Chicago, as established by the Bureau of the Census~~ six-county region, currently the counties of Cook, DuPage, Kane, Lake, Kendall-McHenry and Will.

Doing Business means having a physical location from which to engage in for profit activities in the scope(s) of expertise of the Business.

Economically Disadvantaged means an individual with a Personal Net Worth less than \$2,000,000.00 indexed annually for the Chicago Metro Area Consumer Price Index, published by the U.S. Department of Labor, Bureau of Labor Standards, beginning January 2007~~11~~.

Expertise means demonstrated skills, knowledge or ability to perform in the field of endeavor in which certification is sought by the Business, as defined by normal industry practices, including licensure where required.

Good Faith Efforts means actions undertaken by a Contractor to achieve an MBE or WBE goal, which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Program's goals.

Joint Venture means an association of two or more Businesses proposing to perform a for profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Local Business means a Business located within the County's Marketplace which has the majority of its regular, full time work force located within the County's Marketplace.

Local Small Business means a Local Business which is also a Small Business.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

Minority Business Enterprise (MBE) means a Business:

(1) Which is at least 51 percent owned by one or more Minority Individuals, or in the case of a publicly owned Business, at least 51 percent of all classes of the stock of which is owned by one or more Minority Individuals;

(2) Whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more Minority Individuals;

(3) Which performs a Commercially Useful Function;

(4) Which is a Certified Firm; and

(5) Which is a Local Small Business.

Minority Individual means:

(1) African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;

(2) Hispanic-Americans, which includes persons of Mexican, Puerto Rican, Cuban, Caribbean, Dominican, Central or South American;

(3) Native-Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; or

(4) Asian-Americans, which includes persons whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent; or

(5) Individual members of other groups, including but not limited to Arab-Americans, found by the County to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the County's marketplace or to do business with the County.

Owned means having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

Personal Net Worth means the net value of the assets of an individual after total liabilities are deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or other County certified MBE or WBE, ~~provided that the other firm is certified by a governmental agency that meets the County's eligibility criteria~~ or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse, an individual's personal net worth includes only

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other retirement savings or investment programs less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

Program means the Program established by the Minority- and Women- Owned Business Enterprise Interim Ordinance.

Project Specific Goals means the Goals established for a particular project or contract based upon the availability of MBEs or WBEs in the scopes of work of the Project.

Public Works means all fixed works constructed or demolished by the County, or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multi-family residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

Regular Dealer means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a Regular Dealer, the firm must be an established, regular Business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a Regular Dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of a Regular Dealer's distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, manufacture representatives, or other persons who arrange or expedite transactions are not Regular Dealers.

Small Business means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, relevant to the scope(s) of work the firm seeks to perform on County contracts. A firm is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

Socially Disadvantaged means a Minority Individual or Woman who has been subjected to racial, ethnic or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.

User Department means the department of the County or elected official responsible for initiating the procurement process.

Utilization Plan means the list of MBEs and WBEs that the Bidder/Proposer commits will be utilized, the scopes of the work and the dollar values or the percentages of the work to be performed.

Woman means a person of the female gender.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Woman-Owned Business Enterprise (WBE) means a Business:

- (1) Which is at least 51 percent owned by one or more Women, or in the case of a publicly owned Business, at least 51 percent of all classes of the stock of which is owned by one or more Women;
- (2) Whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more such Women;
- (3) Which performs a Commercially Useful Function;
- (4) Which is a Certified Firm; and
- (5) Which is a Local Small Business.

### **Sec. 34-291. Program administration.**

(a) The CC Director who shall report to the President of the Board of Commissioners of Cook County, shall administer the Program, and whose duties shall include:

- (1) Formulating, proposing and implementing rules and regulations for the development, implementation and monitoring of the Program.
- (2) Providing information and assistance to MBEs and WBEs relating to County procurement practices and procedures, and bid specifications, requirements, goals and prerequisites.
- (3) Establishing uniform procedures and criteria for certifying, recertifying and decertifying Businesses as MBEs and WBEs, accepting certifications by other agencies, and maintaining a directory of Certified Firms.
- (4) Establishing Project Specific Goals, in collaboration with the User Department.
- (5) Evaluating Contractors' achievement of Project Specific Goals or and Good Faith Efforts to meet Project Specific Goals.
- (6) Working with User Departments to monitor contracts to ensure prompt payments to MBEs and WBEs and compliance with Project Specific Goals and commitments, including gathering data to facilitate such monitoring.
- (7) Receiving, reviewing, and acting upon complaints and suggestions concerning the Program.
- (8) Collecting data to evaluate the Program and other County contracting initiatives.
- (9) Monitoring the Program and the County's progress towards the Annual Participation Goals. The CC Director shall report on a quarterly and annual basis to the President on the administration and operations of the Program.

(b) The User Departments that receive appropriate delegation for project management, contract management, and/or construction and/or design contract responsibility shall have the following duties and responsibilities with regard to the Program:

- (1) Assisting the CC Director with setting Project Specific Goals.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (2) Assisting in the identification of available MBEs and WBEs, and providing other assistance in meeting the Project Specific Goals.
- (3) Performing other activities to support the Program.
- (4) Gathering and maintaining prime contracting and subcontracting data for those contracts which they manage.
- (5) Submitting subcontracting data as required to the CC Director.

### **Sec. 34-292. Race- and gender-neutral measures to ensure equal opportunities for all contractors and subcontractors.**

The County shall develop and use measures to facilitate the participation of all firms in County construction contracting activities. These measures shall include, but are not limited to:

- (a) Arranging solicitation times for the presentations of bids, quantities, specifications, and delivery schedules to facilitate the participation of interested firms;
- (b) Segmenting, structuring or issuing contracts to facilitate the participation of MBEs, WBEs and other Small Businesses;
- (c) Providing timely information on contracting procedures, bid preparation and specific contracting opportunities;
- (d) Providing assistance to Business in overcoming barriers such as difficulty in obtaining bonding and financing;
- (e) Holding pre-bid conferences, where appropriate, to explain the projects and to encourage Contractors to use all available qualified firms as subcontractors;
- (f) Adopting prompt payment procedures, including, requiring by contract that prime Contractors promptly pay subcontractors;
- (g) Reviewing retainage, bonding and insurance requirements to eliminate unnecessary barriers to contracting with the County;
- (h) Collecting information from all prime Contractors on County construction contracts detailing the bids received from all subcontractors for County construction contracts and the expenditures to subcontractors utilized by prime Contractors on County construction contracts;
- (i) At the discretion of the CC Director, letting a representative sample of County construction contracts without goals, to determine MBE and WBE utilization in the absence of goals;
- (j) Maintaining information on all firms bidding on County prime contracts and subcontracts; and
- (k) Referring complaints of discrimination to Cook County's Commission on Human Relations, or other appropriate authority, for investigation.

### **Sec. 34-293. Program eligibility.**

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(a) Only Businesses that meet the criteria for certification as an MBE or WBE may participate in the Program. The applicant has the burden of persuasion by a preponderance of the evidence.

(b) Only a firm owned by a Socially and Economically Disadvantaged person(s) may be certified as an MBE or WBE.

(1) The firm's ownership by a Socially and Economically Disadvantaged person must be real, substantial, and continuing, going beyond pro forma ownership of the firm as reflected in ownership documents. The owner(s) must enjoy the customary incidents of ownership and share in the risks and profits commensurate with that ownership interest.

(2) The contributions of capital or Expertise by the Socially and Economically Disadvantaged owner(s) to acquire the ownership interest must be real and substantial. If Expertise is relied upon as part of a Socially and Economically Disadvantaged owner's contribution to acquire ownership, the Expertise must be of the requisite quality generally recognized in a specialized field, in areas critical to the firm's operations, indispensable to the firm's potential success, specific to the type of work the firm performs and documented in the firm's records. The individual whose Expertise is relied upon must have a commensurate financial investment in the firm.

(c) Only a firm that is managed and controlled by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

(1) A firm must not be subject to any formal or informal restrictions that limit the customary discretion of the Socially and Economically Disadvantaged owner(s). There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices that prevent the Socially and Economically Disadvantaged owner(s), without the cooperation or vote of any non-Socially and Economically Disadvantaged person, from making any business decision of the firm, including the making of obligations or the disbursing of funds.

(2) The Socially and Economically Disadvantaged owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long-term decisions on management, policy, operations and work.

(3) The Socially and Economically Disadvantaged owner(s) may delegate various areas of the management or daily operations of the firm to persons who are not Socially and Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner(s) must retain the power to hire and fire any such person. The Socially and Economically Disadvantaged owner(s) must actually exercise control over the firm's operations, work, management and policy.

(4) The Socially and Economically Disadvantaged owner(s) must have an overall understanding of, and managerial and technical competence, experience and Expertise, directly related to the firm's operations and work. The Socially and Economically Disadvantaged owner(s) must have the ability to intelligently and critically evaluate information presented by other participants in the firm's activities and to make independent decisions concerning the firm's daily operations, work, management, and policymaking.

(5) If federal, state and/or local laws, regulations or statutes require the owner(s) to have a particular license or other credential to own and/or control a certain type of firm, then the Socially and



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Economically Disadvantaged owner(s) must possess the required license or credential. If state law, County ordinance or other law regulations or statute does not require that the owner possess the license or credential, that the owner(s) lacks such license or credential is a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner(s) actually controls the firm.

(6) A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the owner from devoting sufficient time and attention to the affairs of the firm to manage and control its day to day activities.

(d) Only an independent firm may be certified as a MBE or WBE. An independent firm is one whose viability does not depend on its relationship with another firm. Recognition of an applicant as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent and non-Affiliated. In determining whether an applicant is an independent Business, the CC Director will:

(1) Scrutinize relationships with non-Certified Firms in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(2) Consider whether present or recent employer/employee relationships between the Socially and Economically Disadvantaged owner(s) of the applicant and non-Certified Firms or persons associated with non-Certified Firms compromise the applicant's independence.

(3) Examine the applicant's relationships with non-Certified Firms to determine whether a pattern of exclusive or primary dealings with non-Certified Firm compromises the applicant's independence.

(4) Consider the consistency of relationships between the applicant and non-Certified Firms with normal industry practice.

(e) An applicant shall be certified only for specific types of work in which the Socially and Economically Disadvantaged owner(s) has the ability and Expertise to manage and control the firm's operations and work.

(f) The County shall certify the eligibility of Joint Ventures involving MBEs or WBEs and non-Certified Firms, provided that the Joint Venture meets the criteria for certification as an MBE or WBE. To be considered an eligible Joint Venture, at least one partner of the Joint Venture must be a Certified Firm, with a share in the capital contribution, control, management, risks, and profits of the Joint Venture which is equal to its ownership interest. Each Certified Firm partner must contribute property, capital, efforts, skill and knowledge and be responsible for a distinct, clearly defined portion of the work of the contract. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.

(g) In lieu of conducting its own certifications, the CC Director by rule may accept formal certifications by other entities as meeting the requirements of the Program, if the CC Director determines that the certification standards of such entities are comparable to those of the County.

(h) The certification status of all MBEs and WBEs shall be reviewed periodically by the Office of Contract Compliance. Failure of the firm to seek recertification by filing the necessary documentation with the CC Director as provided by rule may result in decertification.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(i) It is the responsibility of the Certified Firm to notify the CC Director of any change in its circumstances affecting its continued eligibility for the Program, including decertification by another agency. Failure to do so may result in the firm's decertification.

(j) The CC Director shall decertify a firm that does not continuously meet the eligibility criteria.

(k) Decertification by another agency shall create a prima facie case for decertification by the County. The challenged firm shall have the burden of proving that its County certification should be maintained.

(l) A firm that has been denied certification or recertification or has been decertified may protest the denial or decertification as provided by rule.

(m) A firm found to be ineligible may not apply for certification for six (6) months after the effective date of the final decision.

(n) A third party may challenge the eligibility of an applicant for certification or a Certified Firm as provided by rule. Such challenges shall be signed and sworn by the individual challenging the eligibility of an applicant for certification or a certified firm. The burden of proof shall rest with the complainant. Such challenges to eligibility shall be subject to an appeal. The CC Director shall be the final arbiter of all challenges. The presumption that the challenged firm is eligible shall remain in effect until the CC Director renders a final decision.

### **Sec. 34-294. Annual aspirational goals.**

The Annual Aspirational Goals for the utilization of MBEs and WBEs on County Public Works contracts and subcontracts shall be twenty-four (24%) percent for MBEs and ten (10%) percent for WBEs.

### **Sec. 34-295. Project specific goals.**

The CC Director, in consultation with the User Department, shall establish Project Specific Goals for construction Contracts based upon the availability of at least three MBEs and three WBEs to perform the anticipated subcontracting functions of the project and the County's utilization of MBEs and WBEs to date.

### **Sec. 34-296. Counting MBE and WBE participation.**

(a) The entire amount of that portion of a contract that is performed by the MBEs or WBEs own forces shall be counted, including the cost of supplies and materials obtained by the MBE or WBE for the work on the contract, and supplies purchased or equipment leased by the MBE or WBE (except supplies and equipment the MBE or WBE purchases or leases from the prime Contractor or the prime Contractor's Affiliate).

(b) The entire amount of fees or commissions charged by a MBE or WBE for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, shall be counted, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.

(c) When a MBE or WBE performs as a participant in a Joint Venture, only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the Joint Venture's

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

contract that is performed by the MBE or WBE with its own forces and for which it is separately at risk, shall be counted.

(d) Only expenditures to a MBE or WBE that is performing a Commercially Useful Function shall be counted. To determine whether a MBE or WBE is performing a Commercially Useful Function, the County will evaluate the amount of work subcontracted, industry practices, whether the amount the MBE or WBE is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors. To perform a Commercially Useful Function, the MBE or WBE must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. A MBE or WBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in the contract through which funds are passed in order to obtain the appearance of MBE or WBE participation. If a MBE or WBE subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a MBE or WBE is presumed not to be performing a Commercially Useful Function, the Certified Firm may present evidence to rebut this presumption.

(e) One hundred percent of the cost of the materials or supplies obtained from a MBE or WBE Manufacturer or Regular Dealer shall be counted. One hundred percent of the fees or transportation charges for the delivery of materials or supplies required on a job site shall be counted only if the payment of such fees is a customary industry practice and are commensurate with fees customarily charged for similar services.

(f) If a firm ceases to be a Certified Firm for any other reason than graduation from the M/WBE Construction Program during its performance on a contract, the dollar value of work performed under a contract with that firm after it has ceased to be certified shall not be counted.

(g) In determining achievement of Project Specific Goals, the participation of a MBE or WBE shall not be counted until that amount has been paid to the MBE or WBE.

### **Sec. 34-297. Contract pre-award compliance procedures.**

(a) For all solicitations, the bidder/proposer shall submit a Utilization Plan detailing all subcontractors from which the Contractor solicited bids or quotations, and if Project Specific Goals have been established, its achievement of the Goals or its Good Faith Efforts to do so. The Utilization Plan shall be due at the time the bid / proposal is due.

(b) Any agreement between a Contractor and a MBE or WBE in which the Contractor requires that the MBE or WBE not provide subcontracting quotations to other Contractors is prohibited.

(c) Where the Contractor cannot achieve the Project Specific Goal(s), the CC Director will determine whether the Contractor has made Good Faith Efforts to meet the Goal(s). In making this determination, the Director will consider, at a minimum, the Contractor's efforts to:

(1) Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and written notices) the interest of all MBEs and WBEs certified in the scopes of work of the contract. The Contractor shall provide interested MBEs and WBEs with timely, adequate information about the plans, specifications, and requirements of the contract to allow MBEs and WBEs to respond to the solicitation. The Contractor must follow up initial solicitations with interested MBEs and WBEs.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(2) Select portions of the work to be performed by MBEs and WBEs in order to increase the likelihood that the Project Specific Goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation, even when the Contractor would otherwise prefer to perform these work items with its own forces. It is the Contractor's responsibility to make a portion of the work available to MBEs and WBEs and to select those portions of the work or material needs consistent with the availability MBEs and WBEs to facilitate their participation.

(3) Negotiate in good faith with interested MBEs and WBEs. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs and WBEs that were contacted; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and why agreements could not be reached with MBEs and WBEs. The Contractor may not reject MBEs and WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. That there may be some additional costs involved in finding and using MBEs and WBEs is not in itself sufficient reason for a Contractor's failure to meet the Project Specific Goals, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve it of the responsibility to make Good Faith Efforts on all scopes of work that could be subcontracted.

(4) Make efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the County or the prime Contractor, where appropriate.

(5) Make efforts to assist interested MBEs and WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, where appropriate.

(6) Use the services of the Office of Contract Compliance, available minority/women community organizations, minority/women contractors' groups, government sponsored minority/women business assistance offices and other appropriate organizations to provide assistance in the recruitment and placement of MBEs and WBEs.

(ed) In determining whether a Contractor has made Good Faith Efforts, the performance of other Contractors in meeting the Project Specific Goals may be considered. For example, when the apparent successful Contractor fails to meet the Project Specific Goals but others meet it, it may be reasonably questioned whether, with additional reasonable efforts, the apparent successful Contractor could have met the Project Specific Goals. Similarly, if the apparent successful Contractor fails to meet the Project Specific Goals, but meets or exceeds the average MBE or WBE participation obtained by other Contractors, this may be evidence that the apparent successful Contractor made Good Faith Efforts.

(fe) A signed letter of intent from each listed MBE or WBE, describing the work, materials, equipment or services to be performed or provided by the MBE or WBE and the agreed upon dollar value shall be due at the time of bid proposal or within three days after such submission.

(ef) The CC Director shall timely review the Utilization Plan before award, including the scope of work and the letters of intent from MBEs and WBEs. The CC Director may request clarification in writing of items listed in the Utilization Plan, provided such clarification shall not include the opportunity to augment listed participation or Good Faith Efforts.

(eg) If the CC Director determines that the Utilization Plan demonstrates that the Project Specific Goals have been achieved or Good Faith Efforts made, with the concurrence of the User Department, the CC Director and User Department shall recommend award to Procurement Officer ~~Department~~.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(h) If the CC Director finds that a Contractor did not make sufficient Good Faith Efforts, the CC Director shall communicate this finding to the ~~User~~Purchasing Department and recommend that the bid/proposal be rejected. A Contractor may protest this determination pursuant to the County's bid protest procedures.

### **Sec. 34-298. Contract administration procedures.**

(a) Upon award of a contract by the County that includes Project Specific Goals, the Project Specific Goals become covenants of performance by the Contractors and incorporated in the contract.

(b) The Contractor shall provide a listing of all subcontractors to be used in the performance of the contract, and detailed subcontractor information to the County with each request for payment submitted to the County or as otherwise directed by the County. The CC Director and the User Department shall monitor subcontractor participation during the course of the contract. The County shall have full and timely access to the Contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the Contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the Contractor's records by any officer or official of the County for any purpose.

(c) The Contractor cannot make changes to the Utilization Plan or substitute MBEs or WBEs named in the Utilization Plan without the prior written approval of the CC Director, Procurement Officer and the User Department. Unauthorized changes or substitutions shall be a violation of this subdivision and a breach of contract, and may constitute grounds for rejection of the bid or proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the Contractor to contract penalties or other sanctions.

(1) All requests for changes or substitutions of a MBE or WBE Subcontractor(s) named in the Utilization Plan shall be made to the CC Director, Procurement Officer and the User Department in writing, and shall clearly and fully set forth the basis for the request. A Contractor shall not substitute a MBE or WBE subcontractor or perform the work designated for a MBE or WBE subcontractor with its own forces unless and until the CC Director, Procurement Officer in consultation with the User Department, approves such substitution in writing. A Contractor shall not allow a substituted subcontractor to begin work until ~~both~~ the Director, Procurement Officer and the User Department have approved the substitution.

(2) The facts supporting the request must not have been known nor reasonably should have been known by either party before the submission of the Utilization Plan. Bid shopping is prohibited. The Contractor must negotiate with the MBE or WBE subcontractor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

(3) Substitutions of the subcontractor shall be permitted only on the following bases:

(i) Unavailability after receipt of reasonable notice to proceed.

(ii) Failure of performance.

(iii) Financial incapacity.

(iv) Refusal by the subcontractor to honor the bid or proposal price.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(v) Mistake of fact or law about the elements of the scope of work of a solicitation where agreement upon a reasonable price cannot be reached.

(vi) Failure of the subcontractor to meet insurance, licensing or bonding requirements; or

(vii) The subcontractor's withdrawal of its bid or proposal.

(4) The final decision whether to permit or deny the proposed substitution, and the basis of any denial, shall be communicated to the parties in writing by the CC Director.

(5) Where the Contractor has established the basis for the substitution to the satisfaction of the County, the Contractor shall make Good Faith Efforts to fulfill the Utilization Plan. The Contractor may seek the assistance of the Office of Contract Compliance in obtaining a new MBE or WBE. If the Project Specific Goal(s) cannot be reached and Good Faith Efforts have been made, the Contractor may substitute with a non-Certified Firm.

(6) If the County requires the substitution of a MBE or WBE subcontractor listed in the Utilization Plan, the Contractor shall undertake Good Faith Efforts to fulfill the Utilization Plan. The Contractor may seek the assistance of the Office of Contract Compliance in obtaining a new MBE or WBE subcontractor. If the Goal(s) cannot be reached and Good Faith Efforts have been made, the Contractor may substitute with a non-Certified Firm.

(d) If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed in the Utilization Plan, the Contractor shall obtain the approval of the CC Director to modify the Utilization Plan and must make Good Faith Efforts to ensure that MBES and WBEs have a fair opportunity to bid on the new scope of work.

(e) Changes to the scopes of work shall be documented by the User Department at the time they arise to establish the reasons for the change and the effect on achievement of the MBE or WBE goal.

(f) Prior to contract closeout, the CC Director shall evaluate the Contractor's fulfillment of the contracted goals, taking into account all approved substitutions, terminations and changes to the contract's scope of work. If the County determines that Good Faith Efforts to meet the MBE or WBE commitments were not made, or that fraudulent misrepresentations have been made, or any other breach of the contract or violation of this subdivision, a remedy or sanction may be imposed, as provided in the contract.

### **Sec. 34-299. Sanctions and penalties.**

(a) The following violations of this subdivision may result in a breach of contract:

(1) Providing false or misleading information to the County in connection with submission of a bid, responses to requests for qualifications or proposals, Good Faith Efforts documentation, post award compliance, or other Program operations.

(2) Committing any other violations of this subdivision.

(b) A Contractor or subcontractor is subject to withholding of payments under the contract, termination of the contract for breach, contract penalties, or being barred or deemed non-responsive in

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

future County solicitations and contracts as determined by the County's Procurement Officer, if it is found to have:

- (1) Provided false or misleading information in connection with an application for certification or recertification or colluded with others to do so;
- (2) Provided false or misleading information in connection with the submission of a bid or proposal or documentation of Good Faith Efforts, post-award compliance, or other Program operations or colluded with others to do so;
- (3) Failed in bad faith to fulfill Project Specific Goals, thereby materially breaching the contract; or
- (4) Failed to comply in good faith with substantive provisions of this subdivision.

### **Sec. 34-300. Program review and sunset.**

- (a) The President and the Board of Commissioners shall receive quarterly and annual reports from the CC Director detailing the County's performance under the Program.
- (b) The President and the Board of Commissioners will review these reports, including the Annual Participation Goals and the County's progress towards meeting those Goals and eliminating discrimination in its contracting activities and marketplace.
- (c) Within five years after the effective date of this ordinance, the County will review the operation of the Program and the evidentiary basis for the Program in order to determine whether it the County has a continuing compelling interest in remedying discrimination against MBEs and WBEs in its construction marketplace, and the permissible scope of any narrowly tailored remedies to redress discrimination against MBEs or WBEs so that the County will not function as a passive participant in a discriminatory marketplace.
- (d) This subdivision shall sunset on or before June 30, 2016.

## DIVISION 9. CONTRACT MANAGEMENT

### **Sec. 34-3001. Contracts**

- Purpose.* (a) The purpose of this Division is to ensure that Contracts in an amount of \$1,000,000.00 or more are performed in accordance with the Contract terms.
- Applicability.* (b) This Division shall only apply to Contracts of \$1,000,000.00 or more.
- Funding.* (c) The extent to which this division shall be implemented shall be limited to the availability of funding. The Board encourages the County to seek out any available grant funding for this initiative.

### **Sec. 34-3012. Information to be contained in Contracts**

All Contracts over \$1,000,000.00 should contain, but not be limited to, the following information, as applicable:

- (a) Clearly state the specifications, contract period, allowable renewals or extension periods, and procedures for amendments or changes;

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (b) Provide for specific measurable deliverables and reporting requirements, including due dates;
- (c) Describe any payment schedules and escalation factors;
- (d) Contain performance standards;
- (e) Tie payments to the acceptance of deliverables or the final product;
- (f) Contain all standard or required clauses as published in an RFP. Order of precedence should be addressed in case of a discrepancy between the RFP and the Contract;
- (g) Contain appropriate signatures, approvals, acknowledgements, or witnesses; and
- (h) Be reviewed and approved as to form by an attorney from the Cook County State's Attorney's Office prior to execution.

### **Sec. 34-3023. Contract management for Contracts.**

- (a) Using Agency responsibilities are as follows:
  - (1) Designate one or more individuals as the "Contract Manager" with the knowledge, skills, ability and time to monitor the Contract;
  - (2) The CPO may provide staff to assist the Using Agency in complying with this division.
- (b) Contract Manager's duties:
  - (1) Monitor performance of the Contract in accordance with its terms;
  - (2) Track budgets and compare invoices and charges to contract terms and conditions;
  - (3) Document the timeliness and acceptance or rejection of deliverables and initiate appropriate action to enforce the Contract terms; and
  - (4) Evaluate and document compliance with Contract requirements on a periodic basis during the term of the Contract and submit to the CPO.
- (c) CPO's duties:
  - (1) Create uniform evaluation forms for use by Contract Managers, to evaluate the extent to which the Contractor satisfied the Contract terms;
  - (2) Establish appropriate procedures to ensure that evaluations are utilized in determining whether a Bidder or Proposer is Responsible; provided, however, that evaluations made only within the past three years shall be considered;
  - (3) Assist Using Agencies in obtaining training through the National Contract Managers Association, Institute of Supply Management or National Institute of Government Purchasing standards, for Contract Managers.



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

### DIVISION 10. INVOICES FOR SERVICES RENDERED

#### Sec. 34-310. Invoices required for all service Contracts.

(a) *Work Performed.* All Contracts for ~~Professional and Consulting s~~Services, regardless of compensation structure, shall contain a provision requiring the Contractor to maintain and submit for review upon request by the Using Agency, itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date.

(b) *Expenses.* Contracts for ~~Professional and Consulting s~~Services shall also require Contractors to submit documentation of the types and amounts of expenses incurred related to the work performed if the Contractor seeks reimbursement for any such expenses incurred.

(c) *Invoice Documentation.* All Contracts for ~~Professional and Consulting s~~Services, regardless of compensation structure, shall contain a provision requiring the Contractor to submit itemized records indicating the dates or time period in which the services being invoiced were provided, a detailed description of the work performed for the time period being invoiced and the amount of time spent performing work for the time period in question. In addition, all Contracts for ~~Professional and Consulting s~~Services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date.

(ed) *Payment.* All Contracts for ~~Professional and Consulting s~~Services shall further require that the itemized work and expense records required in 34-310 (b) and (c) be submitted to the Using Agency with the Contractor's invoice as a condition of payment for any ~~Professional and Consulting s~~Services rendered.

#### Sec. 34-311. No payment prior to submission of invoice.

The Comptroller shall not issue a payment to any Contractor providing ~~Professional and Consulting s~~Services who has not submitted the requisite invoice with work and expense records unless the Contractor has been approved for advance payment per the Contract. The Comptroller shall not issue an advance payment to any Contractor providing ~~Professional and Consulting s~~Services unless the invoice includes written authorization from the Using Agency documenting the contractual basis for the advance payment. Contractors approved for advance payment shall be required to submit invoices providing work and expense records as described above in Section 34-310 on at least a monthly basis.

**BE IT FURTHER ORDAINED**, by the Cook County Board of Commissioners, that Chapter 32 Fees, Section 32-1 of the Cook County Code is hereby amended as follows:

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

	<b>Description</b>	<b>Fees, Rates, Charges (in dollars)</b>
34-283(a)	M/WBE Certification Fee	\$ <del>20</del> 50.00
34-283(b)	M/WBE Recertification Fee	\$100.00
<del>34-283(c)</del>	<del>"No Change" Affidavit Processing Fee</del>	<del>\$50.00</del>

This amendment shall be effective immediately upon passage.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

318990 Submitting a Proposed Ordinance sponsored by TONI PRECKWINKLE, President, JOHN P. DALEY, JOAN P. MURPHY, ROBERT B. STEELE, JESUS GARCIA, LARRY SUFFREDIN, and JEFFREY R. TOBOLSKI, County Commissioners.

Transmitting a Communication dated June 24, 2012 from Tariq G. Malhance, Chief Financial Officer, respectfully submitting a Proposed Ordinance providing for the issuance of Sales Tax Revenue Bonds, Series 2012, for your approval.

PROPOSED ORDINANCE

**AN ORDINANCE providing for the issuance of Sales Tax Revenue Bonds, Series 2012, of the County of Cook, Illinois; the approval, execution, and delivery of a Master Trust Indenture and of a First Supplemental Indenture; and providing for other matters in connection with the issuance of the Series 2012 Bonds.**

**Communication No. 318990 was amended by errata at the Board of Commissioners meeting of July 10, 2012. The complete text of this item is available on the website of the Secretary to the Board, <http://blog.cookcountyil.gov/secretarytotheboard/>**

**\*Referred to the Committee on Finance on 7/10/12.**

**Commissioner Garcia, seconded by Commissioner Steele, moved Approval of Communication No. 318990.**

**Commissioner Garcia, seconded by Commissioner Steele, moved to further amend Communication No. 318990. The motion carried, and Communication No. 318990 was amended, as follows:**

**AMENDMENT TO COMMUNICATION NO. 318990**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**Before the  
FINANCE COMMITTEE OF THE COOK COUNTY BOARD OF COMMISSIONERS  
MEETING ON JULY 23, 2012**

**Sponsored by  
THE HONORABLE JOHN P. DALEY, CHAIRMAN**

**AN ORDINANCE providing for the issuance of Sales Tax Revenue Bonds, Series 2012, of the County of Cook, Illinois; the approval, execution and delivery of a Master Trust Indenture and of a First Supplemental Indenture; and providing for other matters in connection with the issuance of the Series 2012 Bonds**

**WHEREAS**, pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the “Illinois Constitution”), the County of Cook, Illinois (the “County”) is a home rule unit of local government and as such may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

**WHEREAS**, the County may also exercise powers relating to the power to tax and to incur debt pursuant to the Counties Code, as supplemented and amended by the Local Government Debt Reform Act of the State of Illinois (collectively, the “Act”); and

**WHEREAS**, the Board of Commissioners of the County (the “Corporate Authorities”) has not adopted any ordinance, resolution, order or motion or provided any County Code provisions which restrict or limit the exercise of the home rule powers of the County in the issuance of sales tax revenue bonds for corporate purposes or which otherwise provide any special rules or procedures for the exercise of such powers; and

**WHEREAS**, it is in the best interests of the inhabitants of the County and necessary for the welfare of the government and affairs of the County to provide for financing surface transportation and highway improvements, including, but not limited to, arterial street and highway construction and resurfacing, bridge and other structural improvements and repairs, traffic signal modernization, new traffic signal installation and median construction (collectively, the “Series 2012 Project”); and

**WHEREAS**, the specific transportation and highway improvement projects initially constituting the Series 2012 Project are as set forth on Exhibit A to this Ordinance; and

**WHEREAS**, the costs of the Series 2012 Project are estimated to be not less than One Hundred Million Dollars (\$100,000,000); and

**WHEREAS**, the Corporate Authorities have determined that it is advisable and necessary to authorize the issuance of County of Cook, Illinois, Sales Tax Revenue Bonds, Series 2012 (the “Series 2012 Bonds”) for the following purposes: (i) paying a portion of the costs of the Series 2012 Project; (ii) capitalizing interest payable on the Series 2012 Bonds to the extent determined to be necessary as provided herein; (iii) funding a debt service reserve fund for the Series 2012 Bonds to the extent determined to be necessary as provided herein; and (iv) paying the expenses of issuing the Series 2012 Bonds; and

**WHEREAS**, the County, by virtue of its constitutional home rule powers and all laws applicable thereto has the power to issue the Series 2012 Bonds and such borrowing is for a proper public purpose and in the public interest; and

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

**WHEREAS**, the Corporate Authorities have determined that in connection with the issuance of the Series 2012 Bonds it is advisable and necessary to authorize the execution and delivery of a master trust indenture (the “Master Indenture”), and one or more supplemental trust indentures (collectively, the “First Supplemental Indenture”); and

**WHEREAS**, while the Series 2012 Bonds will be secured by and payable from Pledged Sales Tax Revenues, as defined and described in the Master Indenture, the County expects to use moneys allotted to the County from the State Motor Fuel Tax Fund, as provided in Section 8 of the Motor Fuel Tax Law (35 ILCS 505/1 et seq, as amended) (the “County Motor Fuel Tax Revenues”), to reimburse itself for all or portions of such Pledged Sales Tax Revenues as are applied to pay debt service on the Series 2012 Bonds, with such reimbursement subject to approval by the Illinois Department of Transportation (“IDOT”) pursuant to the provisions of Division 7 of Article 5 of the Illinois Highway Code (605 ILCS 1/1-101 et seq, as amended); and

**WHEREAS**, the County wishes to request approval from IDOT to apply County Motor Fuel Tax Revenues for the purposes described in the prior preamble.

**NOW THEREFORE BE IT ORDAINED**, by the Board of Commissioners of the County of Cook, Illinois, as follows:

**Section 1. Findings.** The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do hereby incorporate them into this Ordinance by this reference. It is hereby found and determined that the Corporate Authorities have been authorized by law to issue the Series 2012 Bonds to pay the costs of the Series 2012 Project. It is hereby found and determined that such borrowing of money pertains to the government and affairs of the County, is necessary for the welfare of the government and affairs of the County, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive. The issuance of the Series 2012 Bonds is authorized by the Illinois Constitution and the Act and the Series 2012 Bonds shall be issued pursuant to the Illinois Constitution and the Act.

### **Section 2. Issuance of the Series 2012 Bonds.**

(a) There shall be authorized the issuance of the Series 2012 Bonds in the aggregate principal amount of not to exceed One Hundred Twenty-five Million Dollars (\$125,000,000) plus an amount equal to the amount of any original issue discount used in the marketing of the Series 2012 Bonds (not to exceed ten percent (10%) of the principal amount thereof) for the purposes described in the preambles to this Ordinance. The Series 2012 Bonds may be issued from time to time in said aggregate principal amount, or such lesser aggregate principal amount as may be determined by the Chief Financial Officer of the County (it being hereby expressly provided that in the event of a vacancy in the office of Chief Financial Officer or the absence or temporary or permanent incapacity of the Chief Financial Officer, the officer so designated by the President shall be authorized to act in the capacity of the Chief Financial Officer for all purposes of this Ordinance). Each of the Series 2012 Bonds shall be designated “Sales Tax Revenue Bonds, Series 2012”, with such additions, modifications or revisions as shall be determined to be necessary by the Chief Financial Officer at the time of the sale and having any other authorized features determined by the Chief Financial Officer as desirable to be reflected in the title of the Series 2012 Bonds.

(b) The Bonds shall be issued and secured pursuant to the terms and provisions of the Master Trust Indenture, the First Supplemental Indenture but within the limitations prescribed in this Ordinance. The Master Trust Indenture and the First Supplemental Indenture are both to be entered into between the

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

County and such trustee having its principal corporate trust office located within the County (the "Trustee") as shall be selected by the President or the Chief Financial Officer. The President and the Chief Financial Officer are each hereby authorized to execute and deliver the Master Trust Indenture, and the First Supplemental Indenture on behalf of the County, such Master Trust Indenture to be in substantially the form attached hereto as Exhibit B, and such First Supplemental Indenture to be in substantially the form attached hereto as Exhibit C, and each is made a part hereof and hereby approved with such changes therein as shall be approved by the President or Chief Financial Officer executing the same, with such execution to constitute conclusive evidence of their approval and the Corporate Authorities' approval of any changes or revisions therein from the form attached hereto. All capitalized terms used in this Ordinance without definition shall have the meanings assigned to such terms in the Master Trust Indenture, or the First Supplemental Indenture. The President and the Chief Financial Officer are each hereby authorized to act as an Authorized Officer for the purposes provided in the Master Trust Indenture, and the First Supplemental Indenture.

(c) The Master Trust Indenture shall set forth such covenants with respect to the imposition and application of the Pledged Sales Tax Revenues as shall be deemed necessary by the Chief Financial Officer in connection with the sale of the Series 2012 Bonds. The Series 2012 Bonds shall be executed by the officers of the County and prepared in the form as provided in the First Supplemental Indenture, with such changes therein as shall be approved by the President or the Chief Financial Officer executing the same, with such execution to constitute conclusive evidence of their approval and the Corporate Authorities' approval of any changes or revisions therein from the form attached thereto.

(d) The principal of the Series 2012 Bonds shall become due and payable on or before the later of: (i) November 15, 2042 or (ii) the date which 30 years after the date of issuance of the Series 2012 Bonds. The Series 2012 Bonds shall be dated no earlier than August 1, 2012 and not later than the date of issuance thereof, as shall be provided in the First Supplemental Indenture (any such date for any Bonds being the "Dated Date"). The Series 2012 Bonds that are Current Interest Bonds shall bear interest at a rate or rates not to exceed seven percent (7%) per annum as determined by the Chief Financial Officer at the time of the sale thereof. The Series 2012 Bonds that are Capital Appreciation Bonds or Capital Appreciation and Income Bonds shall have yields to maturity (as defined below) not to exceed seven percent (7%) per annum as determined by the Chief Financial Officer at the time of the sale thereof. Each Series 2012 Bond that is a Capital Appreciation Bond or a Capital Appreciation and Income Bond shall bear interest from its date at the rate per annum compounded semiannually on each May 15 and November 15, commencing on such May 15 or November 15 as determined by the Chief Financial Officer at the time of sale thereof that will produce the yield to maturity identified therein until the maturity date thereof (the "Yield to Maturity"). Interest on the Series 2012 Bonds that are Capital Appreciation Bonds shall be payable only at the respective maturity dates thereof. Interest on the Series 2012 Bonds that are Capital Appreciation and Interest Bonds shall be payable only on Interest Payment Dates occurring after the Interest Commencement Date.

(e) The Series 2012 Bonds may be issued as Fixed Rate or Variable Rate Bonds as provided in the First Supplemental Indenture, all as determined by the Chief Financial Officer at the time of the sale thereof. Interest rates on Variable Rate Bonds shall be established as provided in the definition of Variable Rate Bonds in the Master Trust Indenture and specified Series 2012 Bonds issued as Variable Rate Bonds may bear interest at rates that differ from the rates borne by other Series 2012 Bonds issued as Variable Rate Bonds and may have different optional and mandatory tender and purchase provisions. Any Series 2012 Bond that initially bears interest at a Variable Rate may thereafter bear such other interest rate or rates as may be established in accordance with the provisions of the related supplemental indenture.

(f) The Series 2012 Bonds shall be redeemable prior to maturity at the option of the County, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

principal amount of Series 2012 Bonds that are Current Interest Bonds being redeemed and expressed as a percentage of the Accreted Amount of Series 2012 Bonds that are Capital Appreciation Bonds being redeemed) not to exceed one hundred three percent (103%), plus, in the case of Series 2012 Bonds that are Current Interest Bonds, accrued interest to the date of redemption, all as shall be determined by the Chief Financial Officer at the time of the sale thereof. Certain of the Series 2012 Bonds may be made subject to sinking fund redemption, at par and accrued interest to the date fixed for redemption, as determined by the Chief Financial Officer at the time of the sale thereof; *provided* that the Series 2012 Bonds shall reach final maturity not later than the date set forth in Section 2(d) hereof.

(g) Each Series 2012 Bond that is a Current Interest Bond shall bear interest (computed upon the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months) payable on the fifteenth days of May and November of each year, commencing on such May 15 and November 15 as determined by the Chief Financial Officer at the time of the sale thereof.

(h) The Series 2012 Bonds may be issued in either certificated or book-entry only form as determined by the Chief Financial Officer. In connection with the issuance of Series 2012 Bonds in book-entry only form, the Chief Financial Officer is authorized to execute and deliver a representation letter to the book-entry depository selected by the Chief Financial Officer in substantially the form previously used in connection with obligations issued by the County in book-entry form.

### **Section 3. Sale of the Series 2012 Bonds; Bond Order; Financing Team; Execution of Documents Authorized; Undertakings; Offering Materials; Credit Facilities; ISDA Documents.**

(a) The Chief Financial Officer is hereby authorized to sell all or any portion of the Series 2012 Bonds to the Underwriters described in Section 3(c) below, from time to time, and in one or more series, on such terms as he or she may deem to be in the best interests of the County; *provided* that the Series 2012 Bonds shall not be sold at a purchase price that is less than ninety-eight percent (98%) of the par amount of the Series 2012 Bonds (but exclusive of any net original issue discount used in the marketing of the Series 2012 Bonds, which shall not exceed 10% of the principal amount thereof), plus accrued interest, if any, on the Series 2012 Bonds from their Dated Date to the date of their issuance. Nothing contained in this Ordinance shall limit the sale of the Series 2012 Bonds, or any maturity or maturities thereof, at a price or prices in excess of the principal amount thereof.

(b) All or any portion of the Bonds may be issued as (i) bonds on which the interest paid and received is excludable from the gross income of the owners thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code") (except to the extent that such interest is taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations) ("Tax-Exempt Bonds"); or (ii) bonds on which the interest paid and received is not excludable from the gross income of the owners thereof for federal income tax purposes under the Code ("Taxable Bonds"). The Chief Financial Officer may elect to use such title or designation as he or she shall deem appropriate to reflect the federal tax status of interest paid and received with respect to the Series 2012 Bonds as either Tax-Exempt or Taxable.

(c) The selection of the following party or parties in the capacity as indicated is hereby expressly approved in connection with the issuance and sale of the Series 2012 Bonds:

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

<u>Capacity</u>	<u>Party or Parties</u>
Senior Manager	Wells Fargo Bank, N. A.
Co-Senior Manager	Rice Financial Products
Co-Managers	Ramirez & Co., Inc.
	JP Morgan Securities LLC
	BMO Capital Markets
	PNC Capital Markets LLC
	George K. Baum & Company
Bond Counsel	Mayer Brown LLP
Co-Bond Counsel	Charity & Associates P.C.
Financial Advisor	A.C. Advisory, Inc.
Underwriters' Counsel	Ungaretti & Harris LLP
Co-Underwriters' Counsel	Greene and Letts

The President and the Chief Financial Officer are hereby expressly authorized and directed to select the Trustee, their selection thereof to constitute approval by the Corporate Authorities without further official action by or direction from the Corporate Authorities. The Trustee shall be a bank or corporate trust company having fiduciary powers.

(d) Subsequent to the sale of the Series 2012 Bonds, the Chief Financial Officer shall file in the office of the County Clerk a Bond Order, with a copy of the executed Master Trust Indenture and the First Supplemental Indenture each attached and directed to the Corporate Authorities identifying: (i) the aggregate principal amount of the Series 2012 Bonds sold and the purchase price at which the Series 2012 Bonds were sold; (ii) the principal amount of the Series 2012 Bonds maturing and subject to mandatory redemption in each year; (iii) the optional redemption provisions applicable to the Series 2012 Bonds; (iv) the interest rate or rates payable on the Series 2012 Bonds; (v) the amount of the Series 2012 Bonds being sold as Capital Appreciation Bonds, Capital Appreciation and Interest Bonds or Current Interest Bonds; (vi) the amount of Series 2012 Bonds being sold as Variable Rate Bonds; (vii) the Dated Date of the Series 2012 Bonds; (viii) the identity of any municipal bond insurer and of any provider of a debt service reserve fund surety bond; (ix) the identity of any provider of a Credit Facility; (x) the federal income tax status of the Series 2012 Bonds are either Tax Exempt or Taxable; (xi) the terms of any Qualified Swap Agreement, including the identify of any Swap Provider; (xii) the identity of any remarketing agent; (xiii) the information regarding the title and designation of the Series 2012 Bonds; together with (xiv) any other matter authorized by this Ordinance to be determined by the Chief Financial Officer at the time of sale of the Series 2012 Bonds, and thereafter the Series 2012 Bonds so sold shall be duly prepared and executed in the form and manner provided herein and delivered to the respective Underwriters in accordance with the terms of sale.

(e) The President, the Chief Financial Officer or any other officer, official or employee of the County so designated by a written instrument signed by the President or the Chief Financial Officer and filed with the Trustee (a "Designated Officer") are hereby authorized to execute such documents, with appropriate revisions to reflect the terms and provisions of the Series 2012 Bonds as authorized by this Ordinance and such other revisions in text as the President or the Chief Financial Officer shall determine are necessary or desirable in connection with the sale of the Series 2012 Bonds, to effect the issuance and delivery and maintenance of the status of the Series 2012 Bonds, including but not limited to:

(i) the contract of purchase (the "Purchase Contract") by and between the County and the Underwriters, which Purchase Contract shall be in form acceptable to the Chief Financial Officer and as customarily entered into by the County;

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(ii) the continuing disclosure undertaking (the “Continuing Disclosure Undertaking”), as approved by the Chief Financial Officer to effect compliance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, with such revisions as are deemed appropriate to reflect the issuance of the Series 2012 Bonds as bonds secured by Pledged Sales Tax Revenues;

(iii) such certification, tax returns and documentation as may be required by Bond Counsel, including, specifically, a tax agreement, to render their opinion as to the Tax Exempt status of Series 2012 Bonds; and

The execution thereof by such Designated Officers is hereby deemed conclusive evidence of approval thereof with such changes, additions, insertions, omissions or deletions as such officers may determine, with no further official action of or direction by the Corporate Authorities.

(f) When the Continuing Disclosure Undertaking is executed and delivered on behalf of the County, it will be binding on the County and the officers, agents, and employees of the County, and the same are hereby authorized and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed and delivered. Notwithstanding any other provisions hereof, the sole remedies for failure to comply with any Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Series 2012 Bond to seek mandamus or specific performance by court order, to cause to the County to comply with its obligations thereunder.

(g) Offering Materials. The preparation, use and distribution of a preliminary official statement and an official statement relating to the sale and issuance of the Series 2012 Bonds are hereby authorized and approved. The President and Chief Financial Officer are each hereby authorized to execute and deliver an official statement relating to the sale and issuance of the Series 2012 Bonds on behalf of the County, in substantially the form previously used by the County with such revisions as the President or the Chief Financial Officer shall determine are necessary or required in connection with the sale of the Series 2012 Bonds.

(h) In connection with the sale of the Series 2012 Bonds, if determined by the President or the Chief Financial Officer to be in the best financial interest of the County, the Chief Financial Officer is authorized to procure one (1) or more municipal bond insurance policies covering all or a portion of the Series 2012 Bonds and to procure one (1) or more debt service reserve fund surety bonds for deposit into the Series 2012 Debt Service Reserve Subaccount.

(i) In connection with the sale of the Series 2012 Bonds, the President or the Chief Financial Officer is hereby authorized to obtain a Credit Facility with one or more financial institutions. The President or the Chief Financial Officer is hereby authorized to enter into a reimbursement agreement and to execute and issue a promissory note in connection with the provisions of each Credit Facility. Any Credit Facility and any reimbursement agreement shall be in substantially the form of the credit facilities and reimbursement agreements previously entered into by the County in connection with the sale of general obligation bonds or notes, but with such revisions in text as the President or the Chief Financial Officer shall determine are necessary or desirable, the execution thereof by the President or the Chief Financial Officer to evidence the approval by the Corporate Authorities of all such revisions. The annual fee paid to any financial institution that provides a Credit Facility shall not exceed two percent (2.00%) of the average principal amount of such Series 2012 Bonds outstanding during such annual period. The final form of reimbursement agreement entered into by the County with respect to the Series 2012 Bonds shall be attached to the Bond Order filed with the County Clerk pursuant to this Section. Any promissory or similar note delivered in connection with any such reimbursement agreement shall mature not later than



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

the final maturity date of the Bonds and each such promissory or similar note shall bear interest at a rate not exceeding 15 (fifteen) percent per annum. The President or the Chief Financial Officer is hereby authorized to execute and deliver each such reimbursement agreement.

(j) In connection with the sale of the Series 2012 Bonds, the President or the Chief Financial Officer is hereby authorized to execute and deliver from time to time one or more "Qualified Swap Agreements" (as defined in the Master Indenture) with Swap Providers (as defined in the Master Indenture) selected by the Chief Financial Officer. The stated aggregate notional amount under all such agreements authorized hereunder shall not exceed the principal amount of the Series 2012 Bonds issued hereunder (net of offsetting transactions entered into by the County). Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency - Single Jurisdiction version or the Multicurrency-Cross Border version of the 1992 ISDA Master Agreement accompanied by the U.S. Municipal Counterparty Schedule published by the International Swap Dealers Association (the "ISDA") or any successor form to be published by the ISDA, and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the officer of the County executing the same, his or her execution to constitute conclusive evidence of the Corporate Authorities' approval of such insertions, completions and modifications thereof. Amounts payable by the County under any such agreement (being "Swap Payments") shall constitute operating expenses of the County payable from any moneys, revenues, receipts, income, assets or funds of the County available for such purpose or be payable from the sources pledged to the payment of the Series 2012 Bonds, as the Chief Financial Officer may from time to time determine. Such amounts shall not constitute an indebtedness of the County for which its full faith and credit is pledged. Nothing contained in this Section shall limit or restrict the authority of the President or the Chief Financial Officer to enter into similar agreements pursuant to prior or subsequent authorization of the Corporate Authorities.

(k) In connection with the sale of any Series 2012 Bonds issued as Variable Rate Bonds, the President or the Chief Financial Officer is hereby authorized to execute and deliver a Remarketing Agreement relating to the Series 2012 Bonds in substantially the form previously used for similar financings of the County, with appropriate revisions in text as the President or the Chief Financial Officer shall determine are necessary or desirable, the execution thereof by the President or the Chief Financial Officer to evidence the approval by the Corporate Authorities of all such revisions. The President or the Chief Financial Officer is hereby delegated the authority to appoint a remarketing agent with respect to the Series 2012 Bonds in the manner provided in the First Supplemental Indenture.

**Section 4. Alternative Allocation of Proceeds of Series 2012 Bonds.** The County by its Corporate Authorities reserves the right, as it becomes necessary from time to time, to change the purposes of expenditure of the Series 2012 Bonds, to change priorities, to revise cost allocations among expenditures and to substitute projects, in order to meet current needs of the County; subject, however, to the provisions of the Act and to the tax covenants of the County relating to the Tax Exempt status of interest on Tax Exempt Bonds and further subject to the provisions of the Master Indenture, and the First Supplemental Indenture regarding amendments thereto. To the extent any action of the County described in the prior sentence is proposed to be taken with respect to the proceeds of Tax Exempt Bonds, it shall be conditioned on receipt by the County of an Opinion of Bond Counsel to the effect that such action shall not cause the interest on such Bonds to become subject to federal income taxation.

**Section 5. Reimbursement.** None of the proceeds of the Tax Exempt Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the County prior to the date hereof except architectural, engineering costs or construction costs incurred prior to commencement of the Series 2012 Project or expenditures for which an intent to reimburse was properly declared under Treasury Regulations Section 1.150-2. This Ordinance is in itself a declaration of official intent under

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Treasury Regulations Section 1.150-2 as to all costs of the Series 2012 Project paid after the date hereof and prior to issuance of the Series 2012 Bonds.

**Section 6. Tax Covenant.** With respect to any Tax Exempt Bonds, the County covenants to take any action required by the provisions of Section 148(f) of the Code in order to assure compliance with Section 709 of the Master Indenture. Nothing contained in this Ordinance shall limit the ability of the County to issue all or a portion of the Series 2012 Bonds as bonds the interest on which will be includable in the gross income of the owners thereof for federal income tax purposes under the Code if determined by the Chief Financial Officer to be in the best interest of the County.

**Section 7. Use of County Motor Fuel Tax Revenues.** The Chief Financial Officer is hereby authorized to submit to IDOT a request for approval by IDOT (the "IDOT Request") of the County's right to apply County Motor Fuel Tax Revenues as reimbursement for all or portions of the Pledged Sales Tax Revenues as are applied to pay debt service on the Series 2012 Bonds to finance the Series 2012 Project. This Ordinance shall constitute the resolution required by Section 5-403 of the Illinois Highway Code for the IDOT Request. The County Superintendent of Highways (the "Superintendent") shall submit a certified copy of this Ordinance, together with all Exhibits, to IDOT and the Superintendent and the Chief Financial Officer are authorized to provide IDOT with such additional documents or information as shall be requested by IDOT in connection with the IDOT Request.

**Section 8. Performance Provisions.** The President, the Chief Financial Officer, the County Clerk, for and on behalf of the County shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the County under and pursuant to this Ordinance, the Master Indenture, and the First Supplemental Indenture, and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance, the Master Indenture, and the First Supplemental Indenture, including but not limited to, the exercise following the delivery date of any of the Series 2012 Bonds of any power or authority delegated to such official of the County under this Ordinance with respect to the Series 2012 Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth. The President, the Chief Financial Officer, the County Clerk and other officers, agents and employees of the County are hereby further authorized, empowered and directed for and on behalf of the County, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance, the Master Indenture and the First Supplemental Indenture or to evidence said authority.

**Section 9. Proxies.** The President and the Chief Financial Officer may each designate another to act as their respective proxy and to affix their respective signatures to, in the case of the President, each of Series 2012 Bonds, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the President or the Chief Financial Officer pursuant to this Ordinance, the Master Indenture, and the First Supplemental Indenture. In each case, each shall send to the County Board written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the President and the Chief Financial Officer, respectively. A written signature of the President or the Chief Financial Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be filed with the County Clerk. When the signature of the President is placed on an instrument, certificate or document at the direction of the President in the specified manner, the same, in all respects, shall be as binding on the County as if signed by the President in person. When the signature of the Chief Financial Officer is so affixed to an instrument, certificate or document at the direction of the Chief Financial Officer, the same, in all respects, shall be binding on the County as if signed by the Chief Financial Officer in person.

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**Section 10. This Ordinance a Contract.** The provisions of this Ordinance shall constitute a contract between the County and the registered owners of the Series 2012 Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided. This Ordinance shall be construed in accordance with the provisions of State law without reference to its conflict of law principles.

**Section 11. Prior Inconsistent Proceedings.** All ordinances, resolutions, motions or orders, or parts thereof, in conflict with the provisions of this Ordinance, are to the extent of such conflict hereby repealed.

**Section 12. Immunity of Officers and Employees of County.** No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance contained against any past, present or future elected or appointed officer, director, member, employee or agent of the County, or of any successor public corporation, as such, either directly or through the County or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected or appointed officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this Ordinance and the issuance of such Series 2012 Bonds.

**Section 13. Passage and Approval.** Presented, Passed, Approved and Recorded by the County of Cook, Illinois, a home rule unit of government, this 24<sup>th</sup> day of July, 2012.

**Section 14. Effective Date.** This Ordinance shall take effect immediately upon its enactment.

Exhibits "A", "B" and "C" referred to in this Ordinance read as follows:

Exhibit A: Proposed Highway Department Capital Plan, 2012-2014

Exhibit B: Master Trust Indenture

Exhibit C: First Supplemental Trust Indenture

Approved and adopted this 23<sup>th</sup> day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

**Chairman Daley entered into the record a letter of inquiry to Tariq Malhance, Chief Financial Officer, along with a letter from Mr. Malhance containing his reply.**

**Commissioner Garcia, seconded by Commissioner Steele, moved Approval of Communication No. 318990, as amended. The motion carried, and the Proposed Ordinance providing for the issuance of Sales Tax Revenue Bonds, Series 2012, was approved and adopted, as amended.**

**12-O-35  
ORDINANCE**

**Sponsored by**

**THE HONORABLE JOHN P. DALEY, COUNTY COMMISSIONER**

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

### **AN ORDINANCE providing for the issuance of Sales Tax Revenue Bonds, Series 2012, of the County of Cook, Illinois; the approval, execution and delivery of a Master Trust Indenture and of a First Supplemental Indenture: and providing for other matters in connection with the issuance of the Series 2012 Bonds**

**WHEREAS**, pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the “Illinois Constitution”), the County of Cook, Illinois (the “County”) is a home rule unit of local government and as such may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

**WHEREAS**, the County may also exercise powers relating to the power to tax and to incur debt pursuant to the Counties Code, as supplemented and amended by the Local Government Debt Reform Act of the State of Illinois (collectively, the “Act”); and

**WHEREAS**, the Board of Commissioners of the County (the “Corporate Authorities”) has not adopted any ordinance, resolution, order or motion or provided any County Code provisions which restrict or limit the exercise of the home rule powers of the County in the issuance of sales tax revenue bonds for corporate purposes or which otherwise provide any special rules or procedures for the exercise of such powers; and

**WHEREAS**, it is in the best interests of the inhabitants of the County and necessary for the welfare of the government and affairs of the County to provide for financing surface transportation and highway improvements, including, but not limited to, arterial street and highway construction and resurfacing, bridge and other structural improvements and repairs, traffic signal modernization, new traffic signal installation and median construction (collectively, the “Series 2012 Project”); and

**WHEREAS**, the specific transportation and highway improvement projects initially constituting the Series 2012 Project are as set forth on Exhibit A to this Ordinance; and

**WHEREAS**, the costs of the Series 2012 Project are estimated to be not less than One Hundred Million Dollars (\$100,000,000); and

**WHEREAS**, the Corporate Authorities have determined that it is advisable and necessary to authorize the issuance of County of Cook, Illinois, Sales Tax Revenue Bonds, Series 2012 (the “Series 2012 Bonds”) for the following purposes: (i) paying a portion of the costs of the Series 2012 Project; (ii) capitalizing interest payable on the Series 2012 Bonds to the extent determined to be necessary as provided herein; (iii) funding a debt service reserve fund for the Series 2012 Bonds to the extent determined to be necessary as provided herein; and (iv) paying the expenses of issuing the Series 2012 Bonds; and

**WHEREAS**, the County, by virtue of its constitutional home rule powers and all laws applicable thereto has the power to issue the Series 2012 Bonds and such borrowing is for a proper public purpose and in the public interest; and

**WHEREAS**, the Corporate Authorities have determined that in connection with the issuance of the Series 2012 Bonds it is advisable and necessary to authorize the execution and delivery of a master trust indenture (the “Master Indenture”), and one or more supplemental trust indentures (collectively, the “First Supplemental Indenture”); and

**WHEREAS**, while the Series 2012 Bonds will be secured by and payable from Pledged Sales Tax Revenues, as defined and described in the Master Indenture, the County expects to use moneys allotted to

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

the County from the State Motor Fuel Tax Fund, as provided in Section 8 of the Motor Fuel Tax Law (35 ILCS 505/1 et seq, as amended) (the “County Motor Fuel Tax Revenues”), to reimburse itself for all or portions of such Pledged Sales Tax Revenues as are applied to pay debt service on the Series 2012 Bonds, with such reimbursement subject to approval by the Illinois Department of Transportation (“IDOT”) pursuant to the provisions of Division 7 of Article 5 of the Illinois Highway Code (605 ILCS 1/1-101 et seq, as amended); and

**WHEREAS**, the County wishes to request approval from IDOT to apply County Motor Fuel Tax Revenues for the purposes described in the prior preamble.

**NOW, THEREFORE, BE IT ORDAINED**, by the Board of Commissioners of the County of Cook, Illinois, as follows:

**Section 1. Findings.** The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do hereby incorporate them into this Ordinance by this reference. It is hereby found and determined that the Corporate Authorities have been authorized by law to issue the Series 2012 Bonds to pay the costs of the Series 2012 Project. It is hereby found and determined that such borrowing of money pertains to the government and affairs of the County, is necessary for the welfare of the government and affairs of the County, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive. The issuance of the Series 2012 Bonds is authorized by the Illinois Constitution and the Act and the Series 2012 Bonds shall be issued pursuant to the Illinois Constitution and the Act.

**Section 2. Issuance of the Series 2012 Bonds.**

(a) There shall be authorized the issuance of the Series 2012 Bonds in the aggregate principal amount of not to exceed One Hundred Twenty-five Million Dollars (\$125,000,000) plus an amount equal to the amount of any original issue discount used in the marketing of the Series 2012 Bonds (not to exceed ten percent (10%) of the principal amount thereof) for the purposes described in the preambles to this Ordinance. The Series 2012 Bonds may be issued from time to time in said aggregate principal amount, or such lesser aggregate principal amount as may be determined by the Chief Financial Officer of the County (it being hereby expressly provided that in the event of a vacancy in the office of Chief Financial Officer or the absence or temporary or permanent incapacity of the Chief Financial Officer, the officer so designated by the President shall be authorized to act in the capacity of the Chief Financial Officer for all purposes of this Ordinance). Each of the Series 2012 Bonds shall be designated “Sales Tax Revenue Bonds, Series 2012”, with such additions, modifications or revisions as shall be determined to be necessary by the Chief Financial Officer at the time of the sale and having any other authorized features determined by the Chief Financial Officer as desirable to be reflected in the title of the Series 2012 Bonds.

(b) The Bonds shall be issued and secured pursuant to the terms and provisions of the Master Trust Indenture, the First Supplemental Indenture but within the limitations prescribed in this Ordinance. The Master Trust Indenture and the First Supplemental Indenture are both to be entered into between the County and such trustee having its principal corporate trust office located within the County (the “Trustee”) as shall be selected by the President or the Chief Financial Officer. The President and the Chief Financial Officer are each hereby authorized to execute and deliver the Master Trust Indenture, and the First Supplemental Indenture on behalf of the County, such Master Trust Indenture to be in substantially the form attached hereto as Exhibit B, and such First Supplemental Indenture to be in substantially the form attached hereto as Exhibit C, and each is made a part hereof and hereby approved with such changes therein as shall be approved by the President or Chief Financial Officer executing the

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

same, with such execution to constitute conclusive evidence of their approval and the Corporate Authorities' approval of any changes or revisions therein from the form attached hereto. All capitalized terms used in this Ordinance without definition shall have the meanings assigned to such terms in the Master Trust Indenture, or the First Supplemental Indenture. The President and the Chief Financial Officer are each hereby authorized to act as an Authorized Officer for the purposes provided in the Master Trust Indenture, and the First Supplemental Indenture.

(c) The Master Trust Indenture shall set forth such covenants with respect to the imposition and application of the Pledged Sales Tax Revenues as shall be deemed necessary by the Chief Financial Officer in connection with the sale of the Series 2012 Bonds. The Series 2012 Bonds shall be executed by the officers of the County and prepared in the form as provided in the First Supplemental Indenture, with such changes therein as shall be approved by the President or the Chief Financial Officer executing the same, with such execution to constitute conclusive evidence of their approval and the Corporate Authorities' approval of any changes or revisions therein from the form attached thereto.

(d) The principal of the Series 2012 Bonds shall become due and payable on or before the later of: (i) November 15, 2042 or (ii) the date which 30 years after the date of issuance of the Series 2012 Bonds. The Series 2012 Bonds shall be dated no earlier than August 1, 2012 and not later than the date of issuance thereof, as shall be provided in the First Supplemental Indenture (any such date for any Bonds being the "Dated Date"). The Series 2012 Bonds that are Current Interest Bonds shall bear interest at a rate or rates not to exceed seven percent (7%) per annum as determined by the Chief Financial Officer at the time of the sale thereof. The Series 2012 Bonds that are Capital Appreciation Bonds or Capital Appreciation and Income Bonds shall have yields to maturity (as defined below) not to exceed seven percent (7%) per annum as determined by the Chief Financial Officer at the time of the sale thereof. Each Series 2012 Bond that is a Capital Appreciation Bond or a Capital Appreciation and Income Bond shall bear interest from its date at the rate per annum compounded semiannually on each May 15 and November 15, commencing on such May 15 or November 15 as determined by the Chief Financial Officer at the time of sale thereof that will produce the yield to maturity identified therein until the maturity date thereof (the "Yield to Maturity"). Interest on the Series 2012 Bonds that are Capital Appreciation Bonds shall be payable only at the respective maturity dates thereof. Interest on the Series 2012 Bonds that are Capital Appreciation and Interest Bonds shall be payable only on Interest Payment Dates occurring after the Interest Commencement Date.

(e) The Series 2012 Bonds may be issued as Fixed Rate or Variable Rate Bonds as provided in the First Supplemental Indenture, all as determined by the Chief Financial Officer at the time of the sale thereof. Interest rates on Variable Rate Bonds shall be established as provided in the definition of Variable Rate Bonds in the Master Trust Indenture and specified Series 2012 Bonds issued as Variable Rate Bonds may bear interest at rates that differ from the rates borne by other Series 2012 Bonds issued as Variable Rate Bonds and may have different optional and mandatory tender and purchase provisions. Any Series 2012 Bond that initially bears interest at a Variable Rate may thereafter bear such other interest rate or rates as may be established in accordance with the provisions of the related supplemental indenture.

(f) The Series 2012 Bonds shall be redeemable prior to maturity at the option of the County, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the principal amount of Series 2012 Bonds that are Current Interest Bonds being redeemed and expressed as a percentage of the Accreted Amount of Series 2012 Bonds that are Capital Appreciation Bonds being redeemed) not to exceed one hundred three percent (103%), plus, in the case of Series 2012 Bonds that are Current Interest Bonds, accrued interest to the date of redemption, all as shall be determined by the Chief Financial Officer at the time of the sale thereof. Certain of the Series 2012 Bonds may be made subject to sinking fund redemption, at par and accrued interest to the date fixed for

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

redemption, as determined by the Chief Financial Officer at the time of the sale thereof; *provided* that the Series 2012 Bonds shall reach final maturity not later than the date set forth in Section 2(d) hereof.

(g) Each Series 2012 Bond that is a Current Interest Bond shall bear interest (computed upon the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months) payable on the fifteenth days of May and November of each year, commencing on such May 15 and November 15 as determined by the Chief Financial Officer at the time of the sale thereof.

(h) The Series 2012 Bonds may be issued in either certificated or book-entry only form as determined by the Chief Financial Officer. In connection with the issuance of Series 2012 Bonds in book-entry only form, the Chief Financial Officer is authorized to execute and deliver a representation letter to the book-entry depository selected by the Chief Financial Officer in substantially the form previously used in connection with obligations issued by the County in book-entry form.

### **Section 3. Sale of the Series 2012 Bonds; Bond Order; Financing Team; Execution of Documents Authorized; Undertakings; Offering Materials; Credit Facilities; ISDA Documents.**

(a) The Chief Financial Officer is hereby authorized to sell all or any portion of the Series 2012 Bonds to the Underwriters described in Section 3(c) below, from time to time, and in one or more series, on such terms as he or she may deem to be in the best interests of the County; *provided* that the Series 2012 Bonds shall not be sold at a purchase price that is less than ninety-eight percent (98%) of the par amount of the Series 2012 Bonds (but exclusive of any net original issue discount used in the marketing of the Series 2012 Bonds, which shall not exceed 10% of the principal amount thereof), plus accrued interest, if any, on the Series 2012 Bonds from their Dated Date to the date of their issuance. Nothing contained in this Ordinance shall limit the sale of the Series 2012 Bonds, or any maturity or maturities thereof, at a price or prices in excess of the principal amount thereof.

(b) All or any portion of the Bonds may be issued as (i) bonds on which the interest paid and received is excludable from the gross income of the owners thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code") (except to the extent that such interest is taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations) ("Tax-Exempt Bonds"); or (ii) bonds on which the interest paid and received is not excludable from the gross income of the owners thereof for federal income tax purposes under the Code ("Taxable Bonds"). The Chief Financial Officer may elect to use such title or designation as he or she shall deem appropriate to reflect the federal tax status of interest paid and received with respect to the Series 2012 Bonds as either Tax-Exempt or Taxable.

(c) The selection of the following party or parties in the capacity as indicated is hereby expressly approved in connection with the issuance and sale of the Series 2012 Bonds:

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

<u>Capacity</u>	<u>Party or Parties</u>
Senior Manager	Wells Fargo Bank, N. A.
Co-Senior Manager	Rice Financial Products
Co-Managers	Ramirez & Co., Inc.
	JP Morgan Securities LLC
	BMO Capital Markets
	PNC Capital Markets LLC
	George K. Baum & Company
Bond Counsel	Mayer Brown LLP
Co-Bond Counsel	Charity & Associates P.C.
Financial Advisor	A.C. Advisory, Inc.
Underwriters' Counsel	Ungaretti & Harris LLP
Co-Underwriters' Counsel	Greene and Letts

The President and the Chief Financial Officer are hereby expressly authorized and directed to select the Trustee, their selection thereof to constitute approval by the Corporate Authorities without further official action by or direction from the Corporate Authorities. The Trustee shall be a bank or corporate trust company having fiduciary powers.

(d) Subsequent to the sale of the Series 2012 Bonds, the Chief Financial Officer shall file in the office of the County Clerk a Bond Order, with a copy of the executed Master Trust Indenture and the First Supplemental Indenture each attached and directed to the Corporate Authorities identifying: (i) the aggregate principal amount of the Series 2012 Bonds sold and the purchase price at which the Series 2012 Bonds were sold; (ii) the principal amount of the Series 2012 Bonds maturing and subject to mandatory redemption in each year; (iii) the optional redemption provisions applicable to the Series 2012 Bonds; (iv) the interest rate or rates payable on the Series 2012 Bonds; (v) the amount of the Series 2012 Bonds being sold as Capital Appreciation Bonds, Capital Appreciation and Interest Bonds or Current Interest Bonds; (vi) the amount of Series 2012 Bonds being sold as Variable Rate Bonds; (vii) the Dated Date of the Series 2012 Bonds; (viii) the identity of any municipal bond insurer and of any provider of a debt service reserve fund surety bond; (ix) the identity of any provider of a Credit Facility; (x) the federal income tax status of the Series 2012 Bonds are either Tax Exempt or Taxable; (xi) the terms of any Qualified Swap Agreement, including the identify of any Swap Provider; (xii) the identity of any remarketing agent; (xiii) the information regarding the title and designation of the Series 2012 Bonds; together with (xiv) any other matter authorized by this Ordinance to be determined by the Chief Financial Officer at the time of sale of the Series 2012 Bonds, and thereafter the Series 2012 Bonds so sold shall be duly prepared and executed in the form and manner provided herein and delivered to the respective Underwriters in accordance with the terms of sale.

(e) The President, the Chief Financial Officer or any other officer, official or employee of the County so designated by a written instrument signed by the President or the Chief Financial Officer and filed with the Trustee (a "Designated Officer") are hereby authorized to execute such documents, with appropriate revisions to reflect the terms and provisions of the Series 2012 Bonds as authorized by this Ordinance and such other revisions in text as the President or the Chief Financial Officer shall determine are necessary or desirable in connection with the sale of the Series 2012 Bonds, to effect the issuance and delivery and maintenance of the status of the Series 2012 Bonds, including but not limited to: the contract of purchase (the "Purchase Contract") by and between the County and the Underwriters, which Purchase Contract shall be in form acceptable to the Chief Financial Officer and as customarily entered into by the County; the continuing disclosure undertaking (the "Continuing Disclosure Undertaking"), as approved by the Chief Financial Officer to effect compliance with Rule 15c2-12 adopted by the Securities



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

and Exchange Commission under the Securities Exchange Act of 1934, with such revisions as are deemed appropriate to reflect the issuance of the Series 2012 Bonds as bonds secured by Pledged Sales Tax Revenues; such certification, tax returns and documentation as may be required by Bond Counsel, including, specifically, a tax agreement, to render their opinion as to the Tax Exempt status of Series 2012 Bonds; and

The execution thereof by such Designated Officers is hereby deemed conclusive evidence of approval thereof with such changes, additions, insertions, omissions or deletions as such officers may determine, with no further official action of or direction by the Corporate Authorities.

(f) When the Continuing Disclosure Undertaking is executed and delivered on behalf of the County, it will be binding on the County and the officers, agents, and employees of the County, and the same are hereby authorized and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed and delivered. Notwithstanding any other provisions hereof, the sole remedies for failure to comply with any Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Series 2012 Bond to seek mandamus or specific performance by court order, to cause to the County to comply with its obligations thereunder.

(g) Offering Materials. The preparation, use and distribution of a preliminary official statement and an official statement relating to the sale and issuance of the Series 2012 Bonds are hereby authorized and approved. The President and Chief Financial Officer are each hereby authorized to execute and deliver an official statement relating to the sale and issuance of the Series 2012 Bonds on behalf of the County, in substantially the form previously used by the County with such revisions as the President or the Chief Financial Officer shall determine are necessary or required in connection with the sale of the Series 2012 Bonds.

(h) In connection with the sale of the Series 2012 Bonds, if determined by the President or the Chief Financial Officer to be in the best financial interest of the County, the Chief Financial Officer is authorized to procure one (1) or more municipal bond insurance policies covering all or a portion of the Series 2012 Bonds and to procure one (1) or more debt service reserve fund surety bonds for deposit into the Series 2012 Debt Service Reserve Subaccount.

(i) In connection with the sale of the Series 2012 Bonds, the President or the Chief Financial Officer is hereby authorized to obtain a Credit Facility with one or more financial institutions. The President or the Chief Financial Officer is hereby authorized to enter into a reimbursement agreement and to execute and issue a promissory note in connection with the provisions of each Credit Facility. Any Credit Facility and any reimbursement agreement shall be in substantially the form of the credit facilities and reimbursement agreements previously entered into by the County in connection with the sale of general obligation bonds or notes, but with such revisions in text as the President or the Chief Financial Officer shall determine are necessary or desirable, the execution thereof by the President or the Chief Financial Officer to evidence the approval by the Corporate Authorities of all such revisions. The annual fee paid to any financial institution that provides a Credit Facility shall not exceed two percent (2.00%) of the average principal amount of such Series 2012 Bonds outstanding during such annual period. The final form of reimbursement agreement entered into by the County with respect to the Series 2012 Bonds shall be attached to the Bond Order filed with the County Clerk pursuant to this Section. Any promissory or similar note delivered in connection with any such reimbursement agreement shall mature not later than the final maturity date of the Bonds and each such promissory or similar note shall bear interest at a rate not exceeding 15 (fifteen) percent per annum. The President or the Chief Financial Officer is hereby authorized to execute and deliver each such reimbursement agreement.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(j) In connection with the sale of the Series 2012 Bonds, the President or the Chief Financial Officer is hereby authorized to execute and deliver from time to time one or more “Qualified Swap Agreements” (as defined in the Master Indenture) with Swap Providers (as defined in the Master Indenture) selected by the Chief Financial Officer. The stated aggregate notional amount under all such agreements authorized hereunder shall not exceed the principal amount of the Series 2012 Bonds issued hereunder (net of offsetting transactions entered into by the County). Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency - Single Jurisdiction version or the Multicurrency-Cross Border version of the 1992 ISDA Master Agreement accompanied by the U.S. Municipal Counterparty Schedule published by the International Swap Dealers Association (the “ISDA”) or any successor form to be published by the ISDA, and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the officer of the County executing the same, his or her execution to constitute conclusive evidence of the Corporate Authorities’ approval of such insertions, completions and modifications thereof. Amounts payable by the County under any such agreement (being “*Swap Payments*”) shall constitute operating expenses of the County payable from any moneys, revenues, receipts, income, assets or funds of the County available for such purpose or be payable from the sources pledged to the payment of the Series 2012 Bonds, as the Chief Financial Officer may from time to time determine. Such amounts shall not constitute an indebtedness of the County for which its full faith and credit is pledged. Nothing contained in this Section shall limit or restrict the authority of the President or the Chief Financial Officer to enter into similar agreements pursuant to prior or subsequent authorization of the Corporate Authorities.

(k) In connection with the sale of any Series 2012 Bonds issued as Variable Rate Bonds, the President or the Chief Financial Officer is hereby authorized to execute and deliver a Remarketing Agreement relating to the Series 2012 Bonds in substantially the form previously used for similar financings of the County, with appropriate revisions in text as the President or the Chief Financial Officer shall determine are necessary or desirable, the execution thereof by the President or the Chief Financial Officer to evidence the approval by the Corporate Authorities of all such revisions. The President or the Chief Financial Officer is hereby delegated the authority to appoint a remarketing agent with respect to the Series 2012 Bonds in the manner provided in the First Supplemental Indenture

**Section 4. Alternative Allocation of Proceeds of Series 2012 Bonds.** The County by its Corporate Authorities reserves the right, as it becomes necessary from time to time, to change the purposes of expenditure of the Series 2012 Bonds, to change priorities, to revise cost allocations among expenditures and to substitute projects, in order to meet current needs of the County; subject, however, to the provisions of the Act and to the tax covenants of the County relating to the Tax Exempt status of interest on Tax Exempt Bonds and further subject to the provisions of the Master Indenture, and the First Supplemental Indenture regarding amendments thereto. To the extent any action of the County described in the prior sentence is proposed to be taken with respect to the proceeds of Tax Exempt Bonds, it shall be conditioned on receipt by the County of an Opinion of Bond Counsel to the effect that such action shall not cause the interest on such Bonds to become subject to federal income taxation.

**Section 5. Reimbursement.** None of the proceeds of the Tax Exempt Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the County prior to the date hereof except architectural, engineering costs or construction costs incurred prior to commencement of the Series 2012 Project or expenditures for which an intent to reimburse was properly declared under Treasury Regulations Section 1.150-2. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.150-2 as to all costs of the Series 2012 Project paid after the date hereof and prior to issuance of the Series 2012 Bonds.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

**Section 6. Tax Covenant.** With respect to any Tax Exempt Bonds, the County covenants to take any action required by the provisions of Section 148(f) of the Code in order to assure compliance with Section 709 of the Master Indenture. Nothing contained in this Ordinance shall limit the ability of the County to issue all or a portion of the Series 2012 Bonds as bonds the interest on which will be includable in the gross income of the owners thereof for federal income tax purposes under the Code if determined by the Chief Financial Officer to be in the best interest of the County.

**Section 7. Use of County Motor Fuel Tax Revenues.** The Chief Financial Officer is hereby authorized to submit to IDOT a request for approval by IDOT (the "IDOT Request") of the County's right to apply County Motor Fuel Tax Revenues as reimbursement for all or portions of the Pledged Sales Tax Revenues as are applied to pay debt service on the Series 2012 Bonds to finance the Series 2012 Project. This Ordinance shall constitute the resolution required by Section 5-403 of the Illinois Highway Code for the IDOT Request. The County Superintendent of Highways (the "Superintendent") shall submit a certified copy of this Ordinance, together with all Exhibits, to IDOT and the Superintendent and the Chief Financial Officer are authorized to provide IDOT with such additional documents or information as shall be requested by IDOT in connection with the IDOT Request.

**Section 8. Performance Provisions.** The President, the Chief Financial Officer, the County Clerk, for and on behalf of the County shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the County under and pursuant to this Ordinance, the Master Indenture, and the First Supplemental Indenture, and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance, the Master Indenture, and the First Supplemental Indenture, including but not limited to, the exercise following the delivery date of any of the Series 2012 Bonds of any power or authority delegated to such official of the County under this Ordinance with respect to the Series 2012 Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth. The President, the Chief Financial Officer, the County Clerk and other officers, agents and employees of the County are hereby further authorized, empowered and directed for and on behalf of the County, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance, the Master Indenture and the First Supplemental Indenture or to evidence said authority.

**Section 9. Proxies.** The President and the Chief Financial Officer may each designate another to act as their respective proxy and to affix their respective signatures to, in the case of the President, each of Series 2012 Bonds, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the President or the Chief Financial Officer pursuant to this Ordinance, the Master Indenture, and the First Supplemental Indenture. In each case, each shall send to the County Board written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the President and the Chief Financial Officer, respectively. A written signature of the President or the Chief Financial Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be filed with the County Clerk. When the signature of the President is placed on an instrument, certificate or document at the direction of the President in the specified manner, the same, in all respects, shall be as binding on the County as if signed by the President in person. When the signature of the Chief Financial Officer is so affixed to an instrument, certificate or document at the direction of the Chief Financial Officer, the same, in all respects, shall be binding on the County as if signed by the Chief Financial Officer in person.

**Section 10. This Ordinance a Contract.** The provisions of this Ordinance shall constitute a contract between the County and the registered owners of the Series 2012 Bonds, and no changes, additions or

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

alterations of any kind shall be made hereto, except as herein provided. This Ordinance shall be construed in accordance with the provisions of State law without reference to its conflict of law principles.

**Section 11. Prior Inconsistent Proceedings.** All ordinances, resolutions, motions or orders, or parts thereof, in conflict with the provisions of this Ordinance, are to the extent of such conflict hereby repealed.

**Section 12. Immunity of Officers and Employees of County.** No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance contained against any past, present or future elected or appointed officer, director, member, employee or agent of the County, or of any successor public corporation, as such, either directly or through the County or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected or appointed officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this Ordinance and the issuance of such Series 2012 Bonds.

**Section 13. Passage and Approval.** Presented, Passed, Approved and Recorded by the County of Cook, Illinois, a home rule unit of government, this 24<sup>th</sup> day of July, 2012.

**Section 14. Effective Date.** This Ordinance shall take effect immediately upon its enactment.

Exhibits "A", "B" and "C" referred to in this Ordinance read as follows:

Exhibit A: Proposed Highway Department Capital Plan, 2012-2014

Exhibit B: Master Trust Indenture

Exhibit C: First Supplemental Trust Indenture

### **EXHIBIT A**

#### **Proposed Highway Department Capital Plan - 2012-2014**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Project (Road Name)	Limits	Fiscal Year	Estimated Cost	Municipality	Commissioner District	Project Scope
<b>2012</b>						
Shoe Factory Road	at Sutton Road (Village Letting)	2012	\$100,000	Hoffman Estates/Uninc.	15	Intersection Reconstruction/ Channelization
Lee Road	Shermer to Dundee (IDOT Letting)	2012	\$150,000	Northbrook	14	Pavement Reconstruction
Winnetka Road	Skokie River to Hibbard (IDOT Letting)	2012	\$250,000	Northfield	14	Wearing Surface Removal & Replacement with Base Course Repairs
Plainfield Road	47th St to 1st Avenue	2012	\$300,000	Brookfield/Lyons	16	Wearing Surface Removal & Replacement with Base Course Repairs
Crawford Avenue	at Church Street (Village Letting)	2012	\$340,000	Skokie	13	Intersection Reconstruction/ Channelization
Old Orchard	at Skokie Boulevard (IDOT Letting)	2012	\$407,000	Skokie	13	Intersection Reconstruction/ Channelization
87th Street	LaGrange to Cliff	2012	\$500,000	Willow Springs/Hickory Hills/Uninc.	16 & 17	Wearing Surface Removal & Replacement with Base Course Repairs
Green Bay Road	Pedestrian Underpass (Group 1 - 2012)	2012	\$500,000	Kenilworth	13 & 14	Pedestrian Underpass Structure Repairs
Mount Prospect Road	Northwest Highway to Busse	2012	\$600,000	Des Plaines/Mount Prospect	15 & 17	Wearing Surface Removal & Replacement with Base Course Repairs
Arlington Heights	at Landmeier (Village Letting)	2012	\$800,000	Elk Grove Village/Uninc.	15	Intersection Improvement
Harms Road	Golf to Lake (Group 1 - 2012)	2012	\$800,000	Glenview/Skokie/Uninc.	13 & 14	Wearing Surface Removal & Replacement with Base Course Repairs
Flossmoor Road	West of I-57 to East of Cicero	2012	\$1,200,000	Country Club Hills/Uninc.	5	Wearing Surface Removal & Replacement with Base Repairs & Overlay
Euclid Avenue	Elmhurst to Wolf	2012	\$1,500,000	Mount Prospect/Prospect Heights	15 & 17	Wearing Surface Removal & Replacement with Base Repairs
Penny Road	Dundee to New Sutton Road	2012	\$2,700,000	Barrington Hills/Uninc.	14	Base Recycling, Widening & Overlay
108th Avenue	179th to 163rd Place	2012	\$3,000,000	Orland Park	17	Base Recycling, Widening & Overlay
Bartlett Road	Lake to Golf	2012	\$3,300,000	Streamwood/Hoffman Estates/Bartlett	15	Concrete Pavement Patching & Diamond Grinding
Quentin Road	Illinois to Northwest Highway	2012	\$3,700,000	Palatine/Lansing	14	Base Repair; Curb & Gutter replacement; Wearing Surface Overlay
<b>Wentworth Avenue</b>	<b>Glenwood-Lansing Road to Ridge Rd</b>	<b>2012</b>	<b>\$5,000,000</b>		<b>4 &amp; 6</b>	<b>Pavement Reconstruction</b>
170 <sup>th</sup> (167 <sup>th</sup> ) Street	South Park to Bishop Ford	2012	\$6,800,000	South Holland	6	Pavement Reconstruction
Joe Orr Road	East of Stony Island to Torrence Avenue	2012	\$7,200,000	Lynwood	6	Pavement Construction on new Alignment
88th Avenue	103rd Street to 87th Street	2012	\$11,100,000	Hickory Hills/Palos Hills	17	Pavement Reconstruction
			<b>Sub-total</b>			<b>\$50,247,000</b>
<b>2013</b>						
Schaumburg Road	at Barrington Road	2013	\$400,000	Schaumburg	15	Intersection Reconstruction/Widening Improvement
Western Avenue	Roscoe to Addison	2013	\$400,000	Chicago	12	Median, Curb and Gutter, Striping Crosswalks
Joe Orr Road (Old)	Blue Stem Parkway to Torrence Avenue	2013	\$500,000	Lynwood	6	Wearing Surface Removal & Replacement with Base Course Repairs; Storm Sewer installation
Central Avenue	135th to Cal Sag	2013	\$1,000,000	Crestwood/Alsip/Uninc.	6	Base Recycling, Widening & Overlay
State Street	26th St to Joe Orr Road	2013	\$2,000,000	Chicago Heights	5 & 6	Concrete Pavement Patching & Diamond Grinding
Ashland Avenue	Lake St. to Fullerton	2013	\$3,700,000	Chicago	1, 8 & 12	Traffic Signal Interconnect
Crawford Avenue	Devon to Oakton Street	2013	\$9,600,000	Lincolnwood/Skokie	13	Pavement Reconstruction
Lake-Cook Road	Pfingsten to Waukegan	2013	\$10,500,000	Deerfield	13 & 14	Pavement Reconstruction/Widening
			<b>Sub-total</b>			<b>\$28,100,000</b>
<b>2014</b>						
84th Avenue	183rd Street to 171st Street	2014	\$1,000,000	Tinley Park	17	Wearing Surface Removal & Replacement with Base Course Repairs
Will-Cook Road	at 143rd Street	2014	\$1,000,000	Orland Park	17	Pavement Widening & Resurfacing/Intersection Improvement



**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Master Indenture provided, the valid, binding and legal obligations of the County according to the import thereof, and to constitute this Master Indenture a valid pledge of and grant of a lien on the Pledged Sales Tax Revenues (as hereinafter defined) to secure the payment of the principal of, premium, if any, and interest on the Bonds have been done and performed, in due form and time, as required by law; and

WHEREAS, the execution and delivery of this Master Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

**GRANTING CLAUSES**

NOW, THEREFORE, THIS MASTER TRUST INDENTURE WITNESSETH:

That in order to secure the payment of the principal of, premium, if any, and interest on all Bonds issued and to be issued hereunder, according to the import thereof, and the performance and observance of each and every covenant and condition herein and in the Bonds contained, and for and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Bonds by the respective Owners (as hereinafter defined) thereof, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Bonds shall be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Owners thereof, the County does hereby pledge and grant a lien upon the following Trust Estate to the Trustee and its successors in trust and assigns, to the extent provided in this Master Indenture:

- (a) The Pledged Sales Tax Revenues;
- (b) All moneys and securities and earnings thereon in all Funds, Accounts and Sub-Accounts established pursuant to this Master Indenture; and
- (c) Any and all other moneys, securities and property furnished from time to time to the Trustee by the County or on behalf of the County or by any other Persons (as hereinafter defined) to be held by the Trustee under the terms of this Master Indenture.

BUT IN TRUST NEVERTHELESS, for the equal and proportionate benefit and security of the Bonds issued and to be issued hereunder and secured by this Master Indenture, including any Bonds hereafter issued, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of any one Bond over any other or from the others by reason of priority in the issue or negotiation thereof or by reason of the date or dates of maturity thereof, or for any other reason whatsoever (except as expressly provided in this Master Indenture), so that each and all of such Bonds shall have the same right, lien and privilege under this Master Indenture and shall be equally secured hereby, with the same effect as if the same had all been made, issued and negotiated upon the delivery hereof (all except as expressly provided in this Master Indenture, as aforesaid).

AND IN TRUST FURTHER, for the benefit and security of the Junior Lien Obligations (as hereinafter defined) to the extent provided herein and in the Supplemental Indentures executed and delivered from time to time authorizing the issuance of such Junior Lien Obligations.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the County, or its successors, shall well and truly pay or cause to be paid, or provide for the payment of all principal, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

stipulated therein and herein, then this Master Indenture and the rights hereby granted shall cease, terminate and be void, but shall otherwise be and remain in full force.

AND IT IS HEREBY COVENANTED AND AGREED by and among the County, the Trustee and the Owners from time to time of the Bonds, that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all Persons who shall from time to time be or become the Owners thereof, and the trusts and conditions upon which the moneys and securities hereby pledged are to be held and disposed of, which trusts and conditions the Trustee hereby accepts, are as follows:

### ARTICLE I DEFINITIONS AND CONSTRUCTION

*Section 101. Definitions* The following terms shall, for all purposes of this Master Indenture, have the following meanings unless a different meaning clearly appears from the context:

“*Accountant*” means an independent certified public accountant or a firm of independent certified public accountants of recognized national or regional standing (who may be the accountants who regularly audit the books and accounts of the County) who are selected and paid by the County and who shall not have been engaged by any Person or entity other than the County to render accounting services with respect to the books and records of the County for the period or any portion thereof to be covered by the accounting services to be rendered on behalf of the County.

“*Accreted Amount*” means, with respect to any Capital Appreciation Bonds, the amount set forth in the Supplemental Indenture authorizing such Bonds as the amount representing the initial public offering price thereof, plus the amount of interest that has accreted on such Bonds, compounded periodically, to the date of calculation, determined by reference to accretion tables contained in each such Bond or contained or referred to in any Supplemental Indenture authorizing the issuance of such Bonds. The Accreted Amounts for such Bonds as of any date not stated in such tables shall be calculated by adding to the Accreted Amount for such Bonds as of the date stated in such tables immediately preceding the date of computation a portion of the difference between the Accreted Amount for such preceding date and the Accreted Amount for such Bonds as of the date shown on such tables immediately succeeding the date of calculation, apportioned on the assumption that interest accretes during any period in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months.

“*Additional Bonds*” means Bonds authenticated and delivered on original issuance pursuant to Section 204 hereof.

“*Adjusted Pledged Sales Tax Revenues*” means for any applicable period of time, Pledged Sales Tax Revenues adjusted to reflect any increase or decrease approved by the Board of Commissioners in the rate at which Home Rule Sales Taxes are to be imposed and collected and either is in effect at time that Additional Bonds are proposed to be issued in accordance with Section 204 hereof or will be in effect subsequent to the time of such issuance but was not in effect during the period specified in Section 204(A)(1) hereof.

“*Annual Debt Service Requirement*” means, with respect to any Fiscal Year, the aggregate of the Interest Requirement and the Principal Requirement for such Fiscal Year.

“*Authorized Denominations*” means \$5,000 or any integral multiple thereof, or, in the case of Additional Bonds or Refunding Bonds, such other denominations as may be specified in the Supplemental Indenture authorizing the issuance thereof.



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

“*Authorized Officer*” means the President, the Chief Financial Officer and any other officer or employee of the County authorized to perform specific acts or duties hereunder by ordinance or resolution duly adopted by the Board of Commissioners.

“*Average Annual Debt Service Requirement*” means, as of any date of calculation, the mathematical mean of the Annual Debt Service Requirements for all Outstanding Bonds.

“*Board of Commissioners*” means the governing body of the County as from time to time constituted.

“*Bond*” or “*Bonds*” means any bond or bonds, including the Bonds and Additional Bonds, authenticated and delivered under and pursuant to this Master Indenture.

“*Bond Insurance Policy*” means the bond insurance policy and any other municipal bond new issue insurance policy insuring and guaranteeing the payment of the principal of and interest on a Series of Bonds or certain maturities thereof as may be provided in the Supplemental Indenture authorizing such Series.

“*Bond Insurer*” means any bond insurer of any Series of Bonds and any other Person authorized under law to issue a Bond Insurance Policy.

“*Bond Year*” means any year beginning on January 1 and ending the following December 31.

“*Business Day*” means any day which is not a Saturday, a Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of any Fiduciary is located are authorized by law or executive order to close (and such Fiduciary is in fact closed).

“*Capital Appreciation and Income Bond*” means any Bond as to which accruing interest is not paid prior to the Interest Commencement Date specified therefor and is compounded periodically on certain designated dates prior to the Interest Commencement Date specified therefor, all as provided in the Supplemental Indenture authorizing the issuance of such Capital Appreciation and Income Bond.

“*Capital Appreciation Bond*” means any Bond the interest on which (i) shall be compounded periodically on certain designated dates, (ii) shall be payable only at maturity or redemption prior to maturity and (iii) shall be determined by subtracting from the Accreted Amount the initial public offering price thereof, all as provided in the Supplemental Indenture authorizing the issuance of such Capital Appreciation Bond. The term “*Capital Appreciation Bond*” as used throughout this Master Indenture also includes any Capital Appreciation and Income Bond prior to the Interest Commencement Date specified therefore.

“*Chief Financial Officer*” means the Chief Financial Officer of the County appointed by the President.

“*Code and Regulations*” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated or proposed pursuant thereto as the same may be in effect from time to time.

“*Counsel’s Opinion*” means an opinion signed by an attorney or firm of attorneys of recognized standing in the area of law to which the opinion relates (which attorney may include the State’s Attorney for the County).

“*County*” means the County of Cook, Illinois, a home rule unit of local government.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

“*County Code*” means the County of Cook, Illinois Code of Ordinances (2006), as amended.

“*Credit Bank*” means, as to any particular Series of Bonds, the Person (other than a Bond Insurer) providing a Credit Facility, as may be provided in the Supplemental Indenture authorizing such Series; provided that any Credit Bank or obligations secured by such Credit Bank must be rated in one of the three highest rating categories (without reference to gradations such as “plus” or “minus”) by the Rating Services then rating the Bonds.

“*Credit Facility*” means, as to any particular Series of Bonds, a letter of credit, a line of credit, a guaranty, a standby bond purchase agreement or other credit or liquidity enhancement facility, other than a Bond Insurance Policy, as may be provided in the Supplemental Indenture authorizing such Series.

“*Current Funds*” means moneys which are immediately available in the hands of the payee at the place of payment.

“*Current Interest Bond*” means any Bond the interest on which is payable on the Interest Payment Dates provided therefor in the Supplemental Indenture authorizing such Bond. The term “*Current Interest Bond*” as used throughout this Master Indenture also includes any Capital Appreciation and Income Bond from and after the Interest Commencement Date specified therefor.

“*DTC*” means The Depository Trust Company, New York, New York, as securities depository for the Bonds.

“*DTC Participant*” shall mean any securities broker or dealer, bank, trust company, clearing corporation or other organization depositing the Bonds with DTC pursuant to the book-entry only system described in Section 203 hereof.

“*Debt Service Fund*” means the Debt Service Fund established in Section 502 hereof.

“*Debt Service Reserve Fund*” means the Debt Service Reserve Fund established in Section 502 hereof.

“*Defeasance Government Obligations*” means Government Obligations which are not subject to redemption other than at the option of the holder thereof.

“*Defeasance Obligations*” means (i) Defeasance Government Obligations and (ii) obligations of any state or territory of the United States or any political subdivision thereof which obligations are rated in the highest rating category by any of the Rating Services and which obligations meet the following requirements: (a) the obligations are not subject to redemption or the trustee therefor has been given irrevocable instructions by the issuer thereof to call such obligations for redemption; (b) the obligations are secured by cash or Defeasance Government Obligations that may be applied only to interest, principal and premium payments of such obligations; (c) the principal of and interest on the Defeasance Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations; (d) the Defeasance Government Obligations serving as security for such obligations are held by an escrow agent or trustee; and (e) the Defeasance Government Obligations are not available to satisfy any other claims, including those against such escrow agent or trustee.

“*Depository*” means any bank, national banking association or trust company having capital stock, surplus and retained earnings aggregating at least \$10,000,000, selected by an Authorized Officer as a depository of moneys and securities held under the provisions of this Master Indenture, and may include the Trustee.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

“*Deposit Day*” means the Business Day specified in Section 504 hereof on which day a withdrawal from the Pledged Sales Tax Revenue Fund and a deposit to one or more other Funds or Accounts is required to accomplish the payments and transfers required by Section 504 of this Master Indenture.

“*Escrow Agent*” means with respect to any Bonds refunded after the date of execution and delivery of this Master Indenture, any trust company, bank or national banking association duly appointed for such purpose.

“*Event of Default*” means any event so designated and specified in Section 801 hereof.

“*Excess Earnings*” shall have the meaning ascribed to such term in an applicable tax regulatory agreement or certificate.

“*Fiduciary*” or “*Fiduciaries*” means the Trustee, the Registrar, the Paying Agents and any Depository, or any or all of them, as may be appropriate.

“*Fiscal Year*” means the period from December 1 through November 30 of the immediately succeeding calendar year or such other twelve month period as may be designated by the Board of Commissioners as the fiscal year of the County.

“*Government Obligations*” means (i) any direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, including SLGs, and (ii) certificates of ownership of the principal of or interest on obligations of the type described in clause (i) of this definition, (a) which obligations are held in trust by a commercial bank which is a member of the Federal Reserve System in the capacity of a custodian; (b) the owner of which certificate is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying obligations; and (c) for which the underlying obligations are held in safekeeping in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any Person claiming through the custodian, or any Person to whom the custodian may be obligated.

“*Home Rule Sales Tax Revenues*” means, collectively for any Fiscal Year or other period of time, all collections distributed to the County of those taxes (“Home Rule Sales Taxes”) imposed by the County pursuant to its home rule powers as currently authorized by the Home Rule County Retailers’ Occupation Tax Act of the State, as amended, and the Home Rule County Service Occupation Tax Act of the State, as amended, or any successor or substitute law, ordinance or other legislation subsequently enacted (which taxes are currently imposed by the County pursuant to Sections 74-150 et seq. and 74-190 et seq., respectively, of the County Code, or successor or substitute taxes therefor as provided by law in the future.

“*Initial Bonds*” shall mean the first Series of Bonds (which may consist of one or more Series of Bonds issued simultaneously hereunder) issued under this Master Indenture pursuant to a Supplemental Indenture relating thereto.

“*Interest Payment Date*” means May 15 and November 15 of each year.

“*Interest Period*” means the period from the date of the Bonds of any Series to and including the day immediately preceding the first Interest Payment Date and thereafter shall mean each period from and including an Interest Payment Date to and including the day immediately preceding the next Interest Payment Date.

“*Interest Requirement*” for any Interest Period, as applied to Bonds of any Series then Outstanding, shall mean the total of the sums that would be deemed to accrue on such Bonds during such

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Interest Period if the interest on the Current Interest Bonds of such Series were deemed to accrue daily during such year or Interest Period in equal amounts, and employing the methods of calculation set forth (i) in Section 207(A) hereof in the case of a Qualified Swap Agreement and (ii) in subparagraphs (X) and (Y) of Section 205(B) hereof in the cases of Optional Tender Bonds and Variable Rate Bonds; provided, however, that interest expense shall be excluded from the determination of Interest Requirement to the extent that such interest is to be paid (a) from the proceeds of Bonds allocable to the payment of such interest as provided in the Supplemental Indenture authorizing the issuance of such Bonds or other available moneys or from investment (but not reinvestment) earnings thereon if such proceeds shall have been invested in Investment Securities and to the extent such earnings may be determined precisely or (b) from investment earnings on deposit in the Interest Sub-Account derived from the investment of moneys on deposit therein or the transfer of investment earnings from the Debt Service Reserve Fund to the extent any such earnings may be determined precisely. Unless the County shall otherwise provide in a Supplemental Indenture, interest expense on Credit Facilities drawn upon to purchase but not to retire

Bonds shall not be included in the determination of the Interest Requirement; provided that any such interest that exceeds the interest otherwise payable on such Bonds shall be included in the determination of the Interest Requirement. If interest is not payable at a single numerical rate for the entire term of such Bonds, then "Interest Requirement" shall have the appropriate meaning assigned thereto by the Supplemental Indenture authorizing such Bonds.

*"Interest Sub-Account"* means the sub-account of that name in the Debt Service Fund established in Section 502.

*"Investment Securities"* means any of the following securities authorized by law as permitted investments of County funds at the time of purchase thereof:

- (i) Government Obligations;
- (ii) bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Government National Mortgage Association, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Land Banks, Federal Home Loan Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Tennessee Valley Authority, United States Postal Service, Farmers Home Administration, Export-Import Bank, Federal Financing Bank, Resolution Funding Corporation and Student Loan Marketing Association;
- (iii) investments in a money market fund registered under the Investment Company Act of 1940, as amended (including any such money market fund sponsored by or affiliated with any Fiduciary), comprised of any of the investments set forth in subparagraph (i) or subparagraph (ii) above then rated in the highest rating category by the Rating Agencies then rating the Bonds;
- (iv) negotiable or non-negotiable certificates of deposit or time deposits or other banking arrangements issued by any bank, trust company or national banking association (including any Fiduciary), which certificates of deposit or time deposits or other banking arrangements shall be continuously secured or collateralized by obligations described in subparagraphs (i), (ii) or (iii) of this definition, which obligations shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit or time deposits or other banking arrangements and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association issuing such certificates of deposit or time deposits or other banking

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

arrangements, which certificates of deposit or time deposits or other banking arrangements acquired or entered into pursuant to this subparagraph (iv) shall be deemed for purposes of this Master Indenture, including without limitation Section 603, to constitute investments and not deposits;

- (v) repurchase agreements or forward purchase agreements with any bank, trust company or national banking association (including any Fiduciary) or government bond dealer reporting to the Federal Reserve Bank of New York continuously secured or collateralized by obligations described in subparagraph (i) of this definition, which obligations shall have a market value (exclusive of accrued interest) at all times at least equal to the amortized value of such repurchase agreements, provided such security or collateral is lodged with and held by the Trustee or the County as title holder, as the case may be; and
- (vi) any other investments of County funds authorized by Section 34-4 of the County Code (or any successor or replacement provision of the County Code).

“*Junior Lien Obligations*” means those obligations having a claim on the Trust Estate, including the Pledged Sales Tax Revenues, that is junior in all respects to the claim of the Bonds and are authorized by subsequent supplemental indentures.

“*Letter of Representations*” means the Blanket Issuer Letter of Representations dated [\_\_\_\_\_], between the County and DTC, as the same may from time to time be supplemented and amended.

“*Level Debt Service*” means the largest amount of debt service payable in any applicable Bond Year does not exceed the smallest amount payable in applicable Bond Year by more than \$100,000.

“*Mandatory Tender Bonds*” means Bonds issued under structures commonly referred to as “medium term notes” or “put option bonds” and have provisions for the mandatory tender and purchase thereof prior to otherwise applicable maturity or mandatory redemption dates, the extension of any stated mandatory purchase requirements and an increase in the interest rate payable on such Bonds following any such extension.

“*Master Indenture*” means this Master Trust Indenture, dated as of [August 1], 2012, by and between the County and the Trustee, as from time to time amended and supplemented.

“*Maximum Annual Debt Service Requirement*” means, as of any date of calculation, the largest Annual Debt Service Requirement occurring in the then current and all succeeding Fiscal Years.

“*Optional Tender Bonds*” means any Bonds with respect to which the Owners thereof have the option to tender to the County, to any Fiduciary or to any agent thereof, all or a portion of such Bonds for payment or purchase.

“*Outstanding*,” when used with reference to Bonds, means, as of any date, all Bonds theretofore or thereupon being authenticated and delivered under this Master Indenture except:

- (i) Any Bonds cancelled by the Trustee at or prior to such date;
- (ii) Bonds (or portions of Bonds) for the payment or redemption of which moneys and/or Defeasance Obligations, equal to the principal amount or Redemption

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Price thereof, as the case may be, with interest to the date of maturity or date fixed for redemption, are held in trust under this Master Indenture and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given as in Article IV provided or provision satisfactory to the Trustee shall have been made for the giving of such notice;

- (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article III, Section 406 or Section 1106 hereof;
- (iv) Bonds deemed to have been paid as provided in Section 1201(B) hereof; and
- (v) Optional Tender Bonds deemed to have been purchased in accordance with the provisions of the Supplemental Indenture authorizing their issuance in lieu of which other Bonds have been authenticated and delivered under such Supplemental Indenture.

“*Owner*” means any Person who shall be the registered owner of any Bond or Bonds.

“*Paying Agent*” means any bank, national banking association or trust company designated by an Authorized Officer as paying agent for the Bonds of any Series, and any successor or successors appointed by an Authorized Officer under this Master Indenture.

“*Payment Date*” shall mean any Interest Payment Date or Principal Payment Date.

“*Person*” means and includes an association, unincorporated organization, a corporation, a partnership, a limited liability company, a joint venture, a business trust, or a government or an agency or a political subdivision thereof, or any other public or private entity, or a natural person.

“*Pledged Sales Tax Revenue Fund*” means the Pledged Sales Tax Revenue Fund established in Section 502 hereof.

“*Pledged Sales Tax Revenues*” means for any applicable period of time the Home Rule Sales Tax Revenues.

“*President*” means the President of the Board of Commissioners.

“*Principal*” or “*principal*” means (i) with respect to any Capital Appreciation Bond, the Accreted Amount thereof (the difference between the stated amount to be paid at maturity and the Accreted Amount being deemed unearned interest) except as used in this Master Indenture in connection with the authorization and issuance of Bonds and with the order of priority of payments of Bonds after an event of default, in which case “*principal*” means the initial public offering price of a Capital Appreciation Bond (the difference between the Accreted Amount and the initial public offering price being deemed interest) but when used in connection with determining whether the Owners of the requisite principal amount of Bonds then Outstanding have given any request, demand, authorization, direction, notice, consent or waiver or with respect to the Redemption Price of any Capital Appreciation Bond, “*principal amount*” means the Accreted Amount and (ii) with respect to the principal amount of any Current Interest Bond, the principal amount of such Bond payable in satisfaction of a Sinking Fund Installment, if applicable, or at maturity.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

“*Principal Payment Date*” means any date upon which the principal of any Bond is stated to mature or upon which the principal of any Term Bond is subject to redemption in satisfaction of a Sinking Fund Installment; *provided, however*, that “*Principal Payment Date*” may mean, if so provided by a Supplemental Indenture, such other date or dates as may be provided thereby or permitted therein.

“*Principal Requirement*” for any Fiscal Year, an amount equal to the sums that would be scheduled to be paid or come due on such Bonds during such Fiscal Year if

- (i) the principal of the Current Interest Bonds of such Series scheduled to mature or have a required Sinking Fund Installment during such Fiscal Year, and
- (ii) the Accreted Amount of the Capital Appreciation Bonds of such Series, scheduled to become due or have a required Sinking Fund Installment during such Fiscal Year, determined by employing the methods of calculation set forth in subparagraphs (X) and (Y) of Section 205(B) hereof in the cases of Variable Rate Bonds and Optional Tender Bonds, were each deemed to accrue daily during such Fiscal Year in equal amounts; *provided, however*, that an amount of principal shall be excluded from the determination of Principal Requirement to the extent that such amount is to be paid (a) from the proceeds of Bonds allocable to the payment of such principal as provided in the Supplemental Indenture authorizing the issuance of such Bonds or other available moneys or from the investment (but not reinvestment) earnings thereon if such proceeds or other moneys shall have been invested in Investment Securities and to the extent such earnings may be determined precisely or (b) from investment earnings on deposit in the Principal Sub-Account derived from the investment of moneys on deposit therein or the transfer of investment earnings from the Debt Service Reserve Fund to the extent any such earnings may be determined precisely.

“*Principal Sub-Account*” means the sub-account of that name in the Debt Service Fund established in Section 502 hereof.

“*Project*” shall have the same meaning as set forth in the preambles to this Master Indenture and also means any other lawful project or expenditures to be financed with the proceeds of a Series of Bonds issued under this Master Indenture as determined by the County and set forth in a Supplemental Indenture authorizing such Series of Bonds.

“*Project Fund*” means the Project Fund established in Section 503(A) hereof.

“*Purchase Price*” means the purchase price established in any Supplemental Indenture authorizing Optional Tender Bonds or Mandatory Tender Bonds as the purchase price to be paid for such Bonds upon an optional or mandatory tender of all or a portion of such Bonds.

“*Qualified Swap Agreement*” means an agreement between the County and a Swap Provider under which the County agrees to pay the Swap Provider an amount calculated at an agreed-upon rate or index based upon a notional amount and the Swap Provider agrees to pay the County for a specified period of time an amount calculated at an agreed-upon rate or index based upon such notional amount or pursuant to which the County purchases a cap or a collar on any interest rate to be paid by the County on Variable Rate Bonds, where each Rating Service (if such Rating Service also rates the unsecured obligations of the Swap Provider or its guarantor) has assigned to the unsecured obligations of the Swap Provider, or of the Person who guarantees the obligation of the Swap Provider to make its payments to the County, as of the date the swap agreement is entered into, a rating that is within the two highest rating

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

classifications established by such Rating Service (without regard to interim gradations within a rating classification, such as plus or minus or any interim numerical gradations). .

“*Rating Services*” means each and every one of the nationally recognized rating services that shall have assigned ratings to any Bonds Outstanding as requested by or on behalf of the County, and which ratings are then currently in effect.

“*Record Date*” means with respect to the Bonds, the 15th day (whether or not a Business Day) preceding each interest payment date and, with respect to any other Series of Bonds, such other day as may be determined in the applicable Supplemental Indenture.

“*Redemption Price*” means, with respect to any Bond, the Principal thereof plus the applicable premium, if any, payable upon the date fixed for redemption.

“*Refunding Bonds*” means all Bonds hereinafter issued pursuant to Section 205 hereof.

“*Registrar*” means any bank, national banking association or trust company appointed by an Authorized Officer under this Master Indenture and designated as registrar for the Bonds of any Series, and its successor or successors.

“*Remarketing Agent*” means any placement or remarketing agent at the time serving as such in connection with any Series of the Bonds.

“*Remarketing Agreement*” means any agreement between the County and a Remarketing Agent pursuant to which the Remarketing Agent under certain circumstances will remarket any series of the Bonds.

“*Serial Bonds*” means the Bonds of a Series which shall be stated to mature in annual installments.

“*Series*” means all of the Bonds designated as a series and authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Sections 406 or 1106.

“*Series Debt Service Reserve Insurance Policy*” shall mean the insurance policy, surety bond or other evidence of insurance, if any, deposited to the credit of a Series Sub-Account within the Debt Service Reserve Fund in lieu of or in partial substitution for cash or securities on deposit therein, which policy, bond or the evidence of insurance constitutes an unconditional senior obligation of the issuer thereof. The issuer thereof shall be a municipal bond insurer whose obligations ranking pari passu with its obligations under such policy, bond or other evidence of insurance are rated at the time of deposit of such policy, bond or other evidence of insurance to the credit of such Subaccount within the Debt Service Reserve Fund in any of the three highest rating categories (without regard to gradations within any such category) of any applicable Rating Agencies then rating the Bonds.

“*Series Debt Service Reserve Letter of Credit*” shall mean the irrevocable, transferable letter or line of credit, if any, deposited to the credit of a Series Sub-Account within the Debt Service Reserve Fund in lieu of or in partial substitution for cash or securities on deposit therein, which letter or line of credit constitutes an unconditional senior obligation of the issuer thereof. The issuer of such letter or line of credit shall be a banking association, bank or trust company or branch thereof whose senior debt obligations rank pari passu with its obligations under such letter or line of credit are rated at the time of deposit of the letter or line of credit to the credit of such Subaccount within the Debt Service Reserve Fund in any of the three highest rating categories (without regard to gradations within any such category) of any applicable Rating Agencies.



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

“*Series Debt Service Reserve Requirement*” shall mean the amount, if any, required to be on deposit in a Series Sub-Account in the Debt Service Reserve Fund specified in the Supplemental Indenture governing the issuance of and securing the related Series of Bonds.

“*Sinking Fund Installment*” means with respect to the Bonds, each principal amount of Bonds scheduled to be redeemed pursuant to Section 403 hereof, and (ii) with respect to any other Series of Bonds, each principal amount of Bonds scheduled to be redeemed through sinking fund redemption provisions by the application of amounts on deposit in the Principal Sub-Account, established pursuant to Section 202(A)(4)(h) hereof.

“*SLGs*” means United States Treasury Certificates of Indebtedness, Notes and Bonds -State and Local Government Series.

“*State*” means the State of Illinois.

“*Supplemental Indenture*” means any Supplemental Indenture authorized pursuant to Article X hereof.

“*Swap Provider*” means any counterparty with whom the County enters into a Qualified Swap Agreement.

“*Term Bonds*” means the Bonds of a Series other than Serial Bonds, each of which shall be stated to mature on a specified date and which may have one or more Sinking Fund Installments on dates prior to maturity.

“*Trustee*” means \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and any successor or successors appointed under this Master Indenture as hereinafter provided.

“*Trust Estate*” means the Pledged Sales Tax Revenues and all other property pledged to the Trustee pursuant to this Master Indenture.

“*Variable Rate Bonds*” means any Bonds the interest rate on which is not established at the time of issuance thereof at a single numerical rate for the entire term thereof. Variable Rate Bonds: (i) may be issued bearing interest at a variable interest rate or rates, as more fully set forth in the related Supplemental Indenture, including but not limited to variable interest rates that are reset daily or weekly by the Remarketing Agent and variable interest rates commonly referred to as “flexible”, “adjustable” and “commercial paper” (including under circumstances in which specified Bonds of a Series bear interest at rates that differ from the rates borne by other Bonds of the Series and have different accrual, mandatory tender and purchase provisions and default and remedy provisions) (herein collectively referred to as “*Variable Rates*”); (ii) may be issued as “Mandatory Tender Bonds”; and (iii) may be issued under structures commonly referred to as “index rate bonds” in which a per annum rate of interest on the Bonds is calculated as the sum of (A) an “applicable spread” plus (B) the product of an “index” multiplied by an “applicable factor”, as more fully set forth in the related Supplemental Indenture.

*Section 102. Miscellaneous Definitions.* As used herein, and unless the context shall otherwise indicate, the words “Bond”, “Owner”, and “Person” shall include the plural as well as the singular number.

As used herein, the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Master Indenture.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Unless the context shall otherwise indicate, references herein to articles, sections, subsections, clauses, paragraphs and other subdivisions refer to the designated articles, sections, subsections, clauses, paragraphs and other subdivisions of this Master Indenture as originally executed.

### ARTICLE II AUTHORIZATION AND ISSUANCE OF BONDS, JUNIOR LIEN OBLIGATIONS AND QUALIFIED SWAP AGREEMENTS

#### *Section 201. Authorization of Bonds, Junior Lien Obligations and Qualified Swap Agreement.*

(A) The County shall not issue any Bonds while this Master Indenture is in effect except in accordance with the provisions of this Article II. All Bonds issued under this Master Indenture shall be designated "Sales Tax Revenue Bonds," and shall include such further appropriate designations as the County may determine.

(B) Bonds may be issued in one or more Series and each Bond shall bear upon its face the designation determined for its Series. Any two or more Series may be consolidated for purposes of sale in such manner as may be provided in the Supplemental Indenture authorizing such Series.

(C) The County shall not issue any Junior Lien Obligations or enter into any Qualified Swap Agreements while this Master Indenture is in effect except in accordance with the provisions of this Article II.

#### *Section 202. General Provisions for Issuance of Bonds.*

(A) Bonds of each Series shall be executed by the County and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the County or upon its order, but only upon the receipt by the Trustee, at or prior to such authentication, of:

- (1) A Counsel's Opinion regarding the validity and enforceability of such Bonds and the federal income tax treatment of the interest on such Series of Bonds;
- (2) A written order as to the delivery of such Series of Bonds signed by an Authorized Officer, which order shall direct, among other things, the application of the proceeds of such Bonds;
- (3) A copy of the ordinance authorizing the issuance and sale of such Series of Bonds, certified by the County Clerk or any Deputy County Clerk of the County;
- (4) Executed or true counterparts of this Indenture, the applicable Supplemental Indenture, any Bond Purchase Contract, any Credit Facility and any Remarketing Agreement relating to such Series of Bonds, which shall collectively specify:
  - (a) The authorized principal amount, designation and Series of such Bonds;
  - (b) The purposes for which the such Series of Bonds is being issued;
  - (c) The date, and the maturity date or dates of the Bonds of such Series;
  - (d) The interest rate or rates of such Series, or the manner of determining such rate or rates, and the Interest Payment Dates and Record Dates therefor;

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (e) The Authorized Denominations and the manner of dating, numbering and lettering of the Bonds of such Series;
  - (f) The Registrar and the Paying Agent or Paying Agents for the Bonds of such Series;
  - (g) The Redemption Price or Prices, if any, and any redemption dates and terms for the Bonds of such Series not determined herein; and
  - (h) The amount and date of each Sinking Fund Installment, if any, for Term Bonds of like maturity of such Series, provided that the aggregate of such Sinking Fund Installments shall equal the aggregate principal amount of all such Term Bonds less the principal amount scheduled to be retired at maturity;
- (5) The amount of the Series Debt Service Reserve Requirement, if any, for such Series of Bonds required to be on deposit in the applicable Series Sub-Account in the Debt Service Reserve Fund; and
- (6) Such further documents, moneys and securities as are required by the provisions of this Master Indenture or any Supplemental Indenture.

(B) The Bonds of the same Series and maturity shall be of like tenor except as to denomination and form. After the original issuance of Bonds of a Series, no Bonds of such Series shall be issued except in lieu of or in substitution for other Bonds pursuant to Article III, Section 406 or Section 1106 hereof.

### *Section 203. The Bonds.*

(A) Bonds of a Series shall be in denominations of \$5,000 or any integral multiples of \$5,000 (but no single Bond of a Series shall represent principal maturing on more than one date) and shall be numbered consecutively but need not be authenticated or delivered in consecutive order.

(B) The principal and Redemption Price of a Series of Bonds shall be payable at the designated corporate trust offices of the Trustee, in \_\_\_\_\_, \_\_\_\_\_, as Paying Agent, and at such offices of any co-Paying Agent or successor Paying Agent or Paying Agents appointed pursuant to this Master Indenture for the Bonds. Interest on the Bonds shall be payable by check or bank draft mailed or delivered by the Trustee to the Owners as the same appear on the registration books of the County maintained by the Registrar as of the Record Date or, at the option of any Owner of \$1,000,000 or more in aggregate principal amount of the Bonds, by wire transfer of Current Funds to such bank in the continental United States as said Owner shall request in writing to the Registrar.

(C) The Bonds shall be initially issued in the form of a separate single fully registered Bond for each maturity. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, and except as hereinafter provided, the ownership of all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Trustee shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Trustee shall have no responsibility or obligation with respect to

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in any Bond, (ii) the delivery to any DTC Participant or any other Person, other than the Owner of any Bond, of any notice with respect to such Bond, including without limitation any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than the Owner of any Bond, of any amount with respect to Principal or Redemption Price of or interest on such Bond. Notwithstanding any other provision of this Master Indenture to the contrary, the County, the Trustee and each other Paying Agent, if any, shall be entitled to treat and consider the Person in whose name each Bond is registered as the absolute owner of such Bond for the purpose of payment of Principal or Redemption Price and interest with respect to such Bond, for the purpose of giving notices of redemption, for the purpose of registering transfers with respect to such Bond and for all other purposes whatsoever. The Trustee and each other Paying Agent, if any, shall pay all Principal or Redemption Price of and interest on the Bonds only to or upon the order of the respective Owners thereof, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to satisfy and discharge fully the County's obligations with respect to payment of Principal or Redemption Price of and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner of a Bond shall receive a Bond certificate evidencing the obligation of the County to make payments of principal or Redemption Price of and interest on the Bonds pursuant to this Master Indenture.

The Owners of the Bonds have no right to the appointment or retention of a depository for such Bonds. DTC may resign or be removed as securities depository under the conditions provided in the Letter of Representations. In the event of any such resignation or removal, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer or cause the transfer of one or more separate Bond certificates to such successor securities depository or (ii) notify DTC of the availability through DTC of Bond certificates and transfer or cause the transfer of one or more separate Bond certificates to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the DTC Participants receiving Bonds shall designate, in accordance with the provisions of this Master Indenture.

The County has heretofore executed and delivered the Letter of Representations to DTC. Notwithstanding any other provision of this Master Indenture, so long as DTC, or its designee, is the Owner of all the Bonds, the provisions set forth in the Letter of Representations shall apply to the redemption of any Bonds and to the payment of Principal or Redemption Price of and interest on the Bonds, including without limitation, that:

- (a) presentation of Bonds to the Trustee upon redemption or at maturity shall be deemed made to the Trustee when the right to exercise ownership rights in the Bonds through DTC or DTC's Participants is transferred by DTC on its books; and
- (b) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Owners of Bonds under this Master Indenture on a fractionalized basis on behalf of some or all of those Persons entitled to exercise ownership rights in the Bonds through DTC or DTC's Participants.

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, the Trustee agrees to comply with the terms and provisions of the Letter of Representations.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

### *Section 204. Initial Bonds and Additional Bonds for Project Purposes*

(A) Subsequent to the issuance of the Initial Bonds, one or more Series of Additional Bonds may be authorized and delivered upon original issuance for the purpose of paying costs of any Project. The Additional Bonds of any such Series shall be authenticated and delivered by the Trustee only upon receipt by it (in addition to the documents, securities and moneys required by Section 202 hereof) of a certificate of an Authorized Officer:

- (1) setting forth the amount of the Adjusted Pledged Sales Tax Revenues for each of the most recent eighteen (18) months next preceding the date of issuance of such Additional Bonds for which the County has received Pledged Sales Tax Revenues ;
- (2) setting forth for the current Bond Year and each Bond Year thereafter, the Annual Debt Service Requirements on account of all Bonds then Outstanding and the Additional Bonds proposed to be issued hereunder;
- (3) establishing that the aggregate amount for any consecutive 12 month period described in subparagraph (1) above shall be not less than 250 percent of the Maximum Annual Debt Service Requirement on account of all Bonds then Outstanding and the Additional Bonds proposed to be issued; and
- (4) stating that all required deposits to all Funds, Accounts and Sub-Accounts hereunder are current.

In applying the foregoing test, if any of the Bonds Outstanding immediately prior to or after the issuance of the Additional Bonds to be issued constitute Optional Tender Bonds or Variable Rate Bonds, the provisions set forth in subparagraphs (X) and (Y) of Section 205(B) shall be applied in determining the Annual Debt Service Requirements of such Bonds.

(B) The proceeds , including accrued interest, if any, of each Series of Bonds shall be applied upon their delivery as follows:

- (1) There shall be deposited in any Fund, Account or Sub-Account under this Master Indenture the amount, if any, required by the Supplemental Indenture providing for the issuance of such Bonds; and
- (2) The remaining balance shall be deposited in the separate account or accounts established in the Project Fund for the Project specified in such Supplemental Indenture.

(C) Bonds may be issued as Current Interest Bonds, Variable Rate Bonds, Capital Appreciation Bonds, Capital Appreciation and Income Bonds, Optional Tender Bonds or Mandatory Tender Bonds, (Serial Bonds or Term Bonds or any combination thereof, all as provided in the Supplemental Indenture providing for their issuance.

(D) Any Variable Rate Bonds may but are not required to be secured by a Credit Facility; provided, however, that with respect to the issuance of Optional Tender Bonds, the County is required to deliver to the Trustee upon the authorization thereof, a Credit Facility which the Trustee or another Fiduciary may draw upon to pay the Purchase Price thereof. A Credit Facility may, but is not required to be provided in connection with the issuance of Mandatory Tender Bonds.

### *Section 205. Refunding Bonds.*

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(A) One or more Series of Refunding Bonds may be authenticated and delivered upon original issuance to refund or advance refund any or all Outstanding Bonds of one or more Series, to refund or advance refund any Junior Lien Obligations, to pay costs and expenses incident to the issuance of such Refunding Bonds and to make deposits in any Fund, Account or Sub-Account under this Master Indenture as determined by the County in the Supplemental Indenture authorizing such Bonds.

(B) Refunding Bonds of a Series to refund or advance refund Outstanding Bonds shall be authenticated and delivered by the Trustee only upon receipt by it (in addition to the documents, securities and moneys required by Section 202 hereof) of:

- (1) Such instructions to the Trustee as necessary to comply with all requirements set forth in Section 1201 hereof so that the Bonds to be refunded or advance refunded will be paid or deemed to be paid pursuant to said Section 1201 and no longer outstanding.
- (2) Either (i) moneys in an amount sufficient to effect payment of the principal and Redemption Price, if applicable, and interest due and to become due on the Bonds to be refunded or advance refunded on and prior to the redemption date or maturity date thereof, as the case may be, which moneys shall be held by the Trustee or any of the Paying Agents in a separate account irrevocably in trust for and assigned to the respective Owners of the Bonds to be refunded or advance refunded, or (ii) Government Obligations in such principal amounts, of such maturities, and bearing interest at such rates as shall be necessary, together with the moneys, if any, deposited with the Trustee at the same time, to comply with the provisions of Section 1201(B) hereof.
- (3) A certificate of an Authorized Officer evidencing either that (a) (i) the final maturity of the Refunding Bonds does not exceed the final maturity of the Bonds being refunded and (ii) the Annual Debt Service Requirements for any Fiscal Year on account of all Bonds Outstanding, after the issuance of such Refunding Bonds and the redemption or provision for payment of the Bonds to be refunded, shall not exceed the Annual Debt Service Requirements for the corresponding Fiscal Years on account of all the Bonds Outstanding, including the Bonds to be refunded, immediately prior to the issuance of such Refunding Bonds or (b) in the case of a refunding of Outstanding Bonds that does not meet the requirements of the preceding clause (a), satisfaction of the test set forth in Section 204(A) hereof in connection with the issuance of Additional Bonds as applied to the Refunding Bonds to be issued under the provisions of this Section, giving effect to the redemption or provision for payment of the Bonds being refunded.

In applying the test set forth in subparagraph (B)(3) above, if any of the Bonds Outstanding immediately prior to or after the issuance of the Refunding Bonds to be issued constitute Optional Tender Bonds or Variable Rate Bonds, the following provisions shall be applied in determining the Annual Debt Service Requirements of such Bonds:

(X) *Optional Tender Bonds.* If any of the Outstanding Bonds constitute Optional Tender Bonds, then for purposes of the amounts to be shown as set forth in subparagraph (B)(3) above, the options of the Owners of such Bonds to tender the same for payment prior to their stated maturity or maturities shall be ignored, and (1) if such Bonds also constitute Variable Rate Bonds, the County shall adjust such amounts to be shown as set forth in subparagraph (B)(3) of this Section as provided in subparagraph (Y) below, and (2) if such Bonds are secured by a Credit Facility, the Credit Bank or obligations secured by credit facilities issued by such Credit Bank, and (3) any obligation the County may have, other than its obligation on such Bonds (which need not be uniform as to all Owners thereof), to reimburse any Credit Bank including any obligations so to reimburse in excess of the Annual Debt

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Service Requirements on such Bonds (determined without regard to whether such Credit Bank shall then be holding or shall then have had pledged to it such Bonds) shall be subordinated to the obligation of the County on the Bonds.

(Y) *Variable Rate Bonds.* If any of the Outstanding Bonds constitute Variable Rate Bonds, then for purposes of computing the amounts to be shown as set forth in subparagraph (B)(3) above: (I) the interest rate used in such computation shall be the lower of (a) The 25 Revenue Bond Index published by the Bond Buyer (or if such Index is no longer available, any successor or replacement index) and (b) if and so long as a Qualified Swap Agreement is in effect, the interest rate determined by reference to Section 207 hereof; and (II) the principal amount of such Variable Rate Bonds payable in each applicable Bond Year shall be calculated assuming Level Debt Service for each of the next succeeding twenty (20) Bond Years and with the interest rate calculated as provided in clause (I) above. The conversion of Bonds constituting Variable Rate Bonds to bear interest at a different variable rate or a fixed rate or rates, in accordance with their terms, shall not constitute a new issuance of Bonds under Section 204 or Section 205 of this Master Indenture.

(C) Refunding Bonds of a Series issued to refund or advance refund Junior Lien Obligations shall be authenticated and delivered by the Trustee only upon receipt by it (in addition to the documents, securities and moneys required by Section 202 hereof) of:

- (1) A certificate of an Authorized Officer evidencing satisfaction of the test set forth in Section 204(A) in connection with the issuance of Additional Bonds as applied to the Refunding Bonds to be used under the provisions of this Section.
- (2) A certificate of the trustee then duly appointed or acting under the Supplemental Indenture, indenture, resolution or other appropriate instrument securing and authorizing such Junior Lien Obligations or of the County if there shall be no such trustee, that (i) provision has been duly made for the redemption or payment at maturity of such Junior Lien Obligations in accordance with the terms thereof, (ii) the pledge of Pledged Sales Tax Revenues securing such Junior Lien Obligations and all other rights granted by such indenture, resolution or instrument shall have been discharged and satisfied, and (iii) such trustee or the paying agents for such Junior Lien Obligations hold in trust the moneys or securities, together with investment income thereon, required to effect such redemption or payment.
- (3) A Counsel's Opinion to the effect that all actions required under the indenture, resolution or other appropriate instrument securing and authorizing such Junior Lien Obligations to provide for the redemption or payment of such Junior Lien Obligations have been taken.

(D) The proceeds, including accrued interest, of the Refunding Bonds of each Series shall be applied upon their delivery as follows:

- (1) There shall be deposited in any Fund, Account or Sub-Account under this Master Indenture the amount, if any, required by the Supplemental Indenture authorizing such Series, including, but not limited to, an amount to be applied to the payment of costs and expenses incident to the issuance of such Refunding Bonds.
- (2) The amount of such proceeds needed for the refunding of the Bonds, Junior Lien Obligations to be refunded, including for the purchase of Defeasance Obligations, and for the payment of expenses incidental to such refunding shall be used for such purposes.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (3) Any balance of such proceeds shall be deposited in the Pledged Sales Tax Revenue Fund for application pursuant to Section 504.

(E) Such Refunding Bonds may be issued as Capital Appreciation Bonds, Capital Appreciation and Income Bonds, Current Interest Bonds, Variable Rate Bonds, Optional Tender Bonds (provided the County delivers upon the authentication of such Bonds a Credit Facility which the Trustee or another Fiduciary may draw upon to pay the Purchase Price of any such Bonds), Mandatory Tender Bonds, Serial Bonds or Term Bonds or any combination thereof, all as provided in the Supplemental Indenture providing for the issuance thereof.

### *Section 206. Junior Lien Obligations.*

(A) The County may authorize and issue Junior Lien Obligations from time to time pursuant to Supplemental Indentures for any of the purposes for which Additional Bonds or Refunding Bonds may be issued hereunder. The Junior Lien Obligations shall be payable out of the Pledged Sales Tax Revenues and may be secured by a pledge and assignment of such amounts in the Junior Lien Debt Service Fund and the Junior Lien Debt Service Reserve Fund as may from time to time be available for the purpose of payment thereof as provided in Section 507 and Section 508 hereof, respectively; *provided, however*, that any such pledge and assignment shall be, and shall be expressed to be, subordinate to the pledge of the Trust Estate as security for the Bonds to the extent provided herein.

(B) The Junior Lien Obligations shall have such terms and provisions as shall be set forth in the Supplemental Indenture providing for the issuance thereof; *provided, however*, that no holder of a Junior Lien Obligation shall have the right to cause the acceleration of any Bonds or any Junior Lien Obligation in the event of a default thereunder.

### *Section 207. Hedging Transactions*

(A) If the County shall enter into a Qualified Swap Agreement with a Swap Provider requiring the County to pay a fixed interest rate on a notional amount, requiring the County to pay a variable interest rate on a notional amount or placing a cap or collar on any interest rate to be paid by the County on Variable Rate Bonds, and the County has made a determination that such Qualified Swap Agreement was entered into for the purpose of providing substitute interest payments for Bonds of a particular maturity or maturities in a principal amount equal to the notional amount of the Qualified Swap Agreement or for limiting the County's exposure to fluctuations in interest rates on Variable Rate Bonds, then during the term of the Qualified Swap Agreement and so long as the Swap Provider under such Qualified Swap Agreement is not in default under such Qualified Swap Agreement:

- (1) for purposes of any calculation of Interest Requirements, the interest rate on the Bonds of such maturity or maturities shall be determined as if such Bonds bore interest at the fixed interest rate or the variable interest rate, as the case may be, payable by the County under such Qualified Swap Agreement;
- (2) any net payments required to be made by the County to the Swap Provider pursuant to such Qualified Swap Agreement from Pledged Sales Tax Revenues shall be made from amounts on deposit to the credit of the Interest Sub-Account; and
- (3) any net payments received by the County from the Swap Provider pursuant to such Qualified Swap Agreement shall be deposited to the credit of the Interest Sub-Account.



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(B) If the County shall enter into a swap agreement of the type generally described in subsection (A) of this Section 207 that does not satisfy the requirements for qualification as a Qualified Swap Agreement, then:

- (1) the interest rate adjustments or assumptions referred to in paragraph (1) of said subsection (A) shall not be made;
- (2) any net payments required to be made by the County to the Swap Provider pursuant to such swap agreement from Pledged Sales Tax Revenues shall be made only from amounts available to the County pursuant to paragraph (7) of Section 504(B) hereof; and
- (3) any net payments received by the County from the Swap Provider pursuant to such swap agreement may be treated as Pledged Sales Tax Revenues at the option of the County, and if so treated shall be deposited to the credit of the Pledged Sales Tax Revenue Fund.

### ARTICLE III GENERAL TERMS AND PROVISIONS OF BONDS

*Section 301. Obligation of Bonds; Medium of Payment; Form and Date; Letters and Numbers.*

(A) The Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(B) Any Bonds of a Series shall be issued only in the form of fully registered Bonds without coupons or, pursuant to the provisions of a Supplemental Indenture, in any other form permitted by law at the time of original issuance, including, but not limited to, Bonds which are transferable through a book-entry system.

(C) Each Bond shall be lettered and numbered as provided in this Master Indenture or the Supplemental Indenture authorizing the Series of which such Bond is a part and so as to be distinguished from every other Bond.

(D) Bonds shall be dated as provided in the Supplemental Indenture authorizing the Bonds of such Series.

*Section 302. Legends.* The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Master Indenture as may be necessary or desirable to comply with custom, law, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the County or the Trustee prior to the authentication and delivery thereof.

*Section 303. Execution and Authentication*

(A) The Bonds shall be executed in the name of the County by the manual or facsimile signatures of its President, Chief Financial Officer and County Clerk, and its corporate seal (or a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced thereon. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been authenticated and delivered by the Trustee, such Bonds

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any Bond may be signed and sealed on behalf of the County by such persons who at the time of the execution of such Bond shall hold the proper office in the County, although at the date of such Bond such persons may not have been so authorized or have held such office.

(B) The Bonds shall bear a certificate of authentication, in the form set forth in this Master Indenture or the Supplemental Indenture authorizing such Bonds, executed manually by the Trustee. Only such Bonds as shall bear such certificate of authentication shall be entitled to any right or benefit under this Master Indenture, and no such Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any such Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Master Indenture and that the Owner thereof is entitled to the benefits of this Master Indenture.

*Section 304. Interchangeability of Bonds.* Subject to the provisions of Section 306 hereof, any Bond, upon surrender at the principal office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner or its duly authorized attorney, may, at the option of the Owner and upon payment of any charges which the Trustee may make as provided in Section 306, be exchanged for an equal aggregate principal amount of fully registered Bonds of the same Series and maturity and tenor of any other Authorized Denominations.

*Section 305. Negotiability, Transfer and Registration.*

(A) Each Bond shall be transferable only upon the registration books of the County, which shall be kept for that purpose by the Registrar, by the Owner in person or by its attorney duly authorized in writing, upon surrender thereof with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner or its duly authorized attorney. Upon the transfer of any such Bond, the County shall issue in the name of the transferee a new Bond or Bonds in Authorized Denominations of the same aggregate principal amount, Series and maturity as the surrendered Bond.

(B) The County and each Fiduciary may deem and treat the Person in whose name any Bond shall be registered upon the registration books of the County as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and Redemption Price, if any, of and interest on such Bond and for all other purposes, and all such payments so made to any such Owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor any Fiduciary shall be affected by any notice to the contrary.

*Section 306. Provisions with Respect to Exchanges and Transfers.* In all cases in which the privilege of transferring or exchanging Bonds is exercised, the County shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Master Indenture. All Bonds surrendered in any such exchanges shall forthwith be cancelled by the Trustee. For any exchange or transfer of Bonds, whether temporary or definitive, the County, the Trustee or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid. The Registrar and the Trustee shall not be required to make any registration, transfer or exchange of any Bond during the period between each Record Date and the next succeeding Interest Payment Date of such Bond, or after such Bond has been called for redemption or, in the case of any proposed redemption of Bonds, during the 15 days next preceding the date of first giving notice of such redemption.

*Section 307. Bonds Mutilated, Destroyed, Stolen or Lost.* In case any Bond shall become mutilated or be destroyed, stolen or lost, the County shall execute, and thereupon the Trustee shall authenticate and deliver, a new Bond of like Series, maturity and principal amount as the Bonds so

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Trustee or Registrar evidence satisfactory to the County and the Trustee or Registrar that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the County and the Trustee or Registrar with indemnity satisfactory to them and complying with such other reasonable regulations as the County, the Trustee or Registrar may prescribe and paying such expenses as the County and Trustee and Registrar may incur. All Bonds so surrendered to the Trustee or Registrar shall be cancelled by the Trustee in accordance with Section 1205 hereof. Any such new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the County, whether or not the Bonds so alleged to be destroyed, stolen or lost shall be found at any time or be enforceable by anyone, shall be entitled to - equal and proportionate benefits with all other Bonds of the same Series issued under this Master Indenture and shall be equally secured by the moneys or securities held by County or any Fiduciary for the benefit of the Owners.

### *Section 308. Temporary Bonds*

(A) Until the definitive Bonds of any Series are prepared, the County may execute, in the same manner as is provided in Section 303, and, upon the request of the County, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds except as to the denominations thereof and as to exchangeability, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in Authorized Denominations, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The County at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds the Trustee shall authenticate and, without charge to the Owner thereof, deliver in exchange therefor, definitive Bonds of the same aggregate principal amount, Series and maturity as the temporary Bonds surrendered in Authorized Denominations. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant to this Master Indenture.

(B) The Owner of any temporary Bond or Bonds may, at its option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount, Series and maturity of any Authorized Denominations, and thereupon the County shall execute and the Trustee shall authenticate and, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes, fees and charges provided for in Section 306, shall deliver a temporary Bond or Bonds of like aggregate principal amount, Series and maturity in such other Authorized Denominations as shall be requested by such Owner.

(C) All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Trustee.

## ARTICLE IV REDEMPTION OF BONDS

*Section 401. Privilege of Redemption and Redemption Price.* Bonds subject to redemption prior to maturity shall be redeemable, upon notice given as provided in this Article IV, at such times, at such Redemption Prices and upon such terms, in addition to the terms contained in Article IV, as may be specified in the Supplemental Indenture authorizing such Series.

*Section 402. Redemption at the Election or Direction of the County.* In the case of any redemption of Bonds at the election or direction of the County, the County shall give written notice to the Trustee of its election or direction so to redeem, of the date fixed for redemption, of the Series, and of the

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

principal amounts of the Bonds of each maturity of such Series to be redeemed. Such notice shall be given at least thirty-five (35) days prior to the specified redemption date or such shorter period as shall be acceptable to the Trustee. In the event notice of redemption shall have been given as in Section 405 provided, there shall be paid on or prior to the specified redemption date to the Trustee an amount in cash or Government Obligations maturing on or before the specified redemption date which; together with other moneys, if any, available therefor held by the Trustee, will be sufficient to redeem all of the Bonds to be redeemed on the specified redemption date at their Redemption Price plus interest accrued and unpaid to the date fixed for redemption; such amount and moneys shall be held in a separate, segregated account for the benefit of the Owners of the Bonds so called for redemption.

*Section 403. Redemption Otherwise Than at County's Election or Direction.* Whenever by the terms of this Master Indenture the Trustee is required or authorized to redeem Bonds otherwise than at the election or direction of the County, the Trustee shall select the Bonds to be redeemed, give the notice of redemption and pay the Redemption Price thereof, plus interest accrued and unpaid to the date fixed for redemption, in accordance with the terms of Articles IV and V to the extent applicable.

*Section 404. Selection of Bonds to Be Redeemed.* Unless otherwise provided by Supplemental Indenture, if less than all of the Bonds of like maturity of any Series shall be called for prior redemption, the particular Bonds or portion of Bonds to be redeemed shall be selected at random by the Trustee not more than 60 days prior to the date fixed for redemption in such manner as the Trustee in its discretion may deem fair and appropriate; *provided, however*, that the portion of any Bond of a denomination of more than the minimum Authorized Denomination for the Bonds of such Series to be redeemed shall be in the principal amount of an Authorized Denomination for the Bonds of such Series and that, in selecting portions of such Bonds for redemption, the Trustee shall treat each such Bond as representing that number of Bonds of said minimum Authorized Denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by said minimum Authorized Denomination. If all Bonds of any Series are held in book-entry only form, the particular Bonds or portions thereof of such Series to be redeemed shall be selected by the securities depository for such Series of Bonds in such manner as such securities depository shall determine.

*Section 405. Notice of Redemption.* When the Trustee shall receive notice from the County of its election or direction to redeem Bonds pursuant to Section 402, and when redemption of Bonds is authorized or required pursuant to Section 403, the Trustee shall give notice, in the name of the County, of the redemption of such Bonds, which notice shall specify the Series and maturities of the Bonds to be redeemed, the date fixed for redemption and the place or places where amounts due upon such date fixed for redemption will be payable and, if fewer than all of the Bonds of any like Series and maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed, and, in the case of Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable the Redemption Price of each Bond to be redeemed, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued to the date fixed for redemption, and that from and after such date interest thereon shall cease to accrue and be payable. The Trustee shall mail copies of such notice by first-class mail, postage prepaid, not less than 30 (thirty) days before the date fixed for redemption, to the Owners of the Bonds to be redeemed at their addresses as shown on the registration books of the County maintained by the Registrar. If the Trustee mails notices of redemption as herein provided, notice shall be conclusively presumed to have been given to all Owners.

With respect to an optional redemption of any Bonds, unless moneys sufficient to pay the Redemption Price of the Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may, at the option of the County, state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

redemption. If such moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

If the notice of redemption to be given in connection with an optional redemption of any Series of Bonds is not made expressly conditional as provided in the preceding paragraph, the Trustee will not give any such unconditional notice of redemption unless sufficient funds to pay the full Redemption Price of such Series of Bonds to be redeemed are on deposit with the Trustee at the time such notice is given.

*Section 406. Payment of Redeemed Bonds.* Notice having been given in the manner provided in Section 405, the Bonds or portions thereof so called for redemption shall become due and payable on the date fixed for redemption at the Redemption Price, plus interest accrued and unpaid to such date, and, upon presentation and surrender thereof at any place specified in such notice, such Bonds, or portions thereof, shall be paid at the Redemption Price, plus interest accrued and unpaid to such date. If there shall be called for redemption less than all of a Bond, the County shall execute and the Trustee shall authenticate and the appropriate Fiduciary shall deliver, upon the surrender of such Bond, without charge to the Owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, fully registered Bonds of like Series and maturity in any Authorized Denominations. If, on the date fixed for redemption, moneys for the redemption of all the Bonds or portions thereof of any like Series and maturity to be redeemed, together with interest to such date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the date fixed for redemption, interest on the Bonds or portions thereof of such Series and maturity so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the date fixed for redemption, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

### ARTICLE V REVENUES AND ESTABLISHMENT OF FUNDS AND APPLICATIONS THEREOF

*Section 501. The Pledge Effected by This Master Indenture.*

(A) There are hereby pledged for the payment of the principal and Redemption Price of, and interest on, the Bonds in accordance with their terms and the provisions of this Master Indenture, and a lien is hereby granted for such purpose, subject only to the provisions of this Master Indenture permitting or requiring the application thereof for the purposes and on the terms and conditions set forth in this Master Indenture, (i) the Pledged Sales Tax Revenues, (ii) amounts on deposit in all Funds, Accounts and Sub-Accounts and (iii) any and all other moneys, securities and property furnished from time to time to the Trustee by the County or on behalf of the County or by any other persons to be held by the Trustee under the terms of this Master Indenture; *provided*, that the application of Pledged Sales Tax Revenues to the payment of debt service on any Junior Lien Obligations and to the payments due to a Swap Provider under a Qualified Swap Agreement, and to a counterparty under a swap agreement that is not a qualified swap agreement, is expressly limited as and to the extent provided in this Master Indenture.

(B) The Pledged Sales Tax Revenues and the other moneys, securities and properties hereby pledged shall immediately be subject to the lien and pledge hereof without any physical delivery or further act, and the lien and pledge hereof shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the County, irrespective of whether such parties have notice hereof.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(C) The Bonds do not represent or constitute a debt of the County or of the State within the meaning of any constitutional or any statutory limitation or a pledge of the full faith and credit of the County or the State or grant to the Owners thereof any right to have the County levy any taxes other than Home Rule Sales Taxes or the General Assembly of the State levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. The Owners of the Bonds shall, however, have the right to enforce the covenants of the County set forth in Section 707 hereof regarding the Pledged Sales Tax Revenues. . The Bonds are payable solely from the Pledged Sales Tax Revenues and sources pledged for their payment in accordance with this Master Indenture.

### *Section 502. Establishment of Funds and Accounts.*

(A) The Pledged Sales Tax Revenue Fund is hereby established as a fund held by the County in one or more Depositories.

(B) The following Funds, Accounts and Sub-Accounts are hereby established, all of which are to be held by the Trustee:

1. Debt Service Fund, consisting of the Interest Sub-Account and the Principal Sub-Account,
2. Debt Service Reserve Fund, consisting of such Series Sub-Accounts as may be established by Supplemental Indentures governing the issuance of and securing the related Series of Bonds;
3. Rebate Fund, consisting of such Series Sub-Accounts as may be established by Supplemental Indentures governing the issuance of and securing the related Series of Bonds;
3. Junior Lien Debt Service Fund, consisting of such Series Sub-Accounts as may be established by Supplemental Indentures governing the issuance of and securing the related Series of Junior Lien Obligations; and
4. Junior Lien Debt Service Reserve Fund, consisting of such Series Sub-Accounts as may be established by Supplemental Indentures governing the issuance of and securing the related Series of Junior Lien Obligations.

### *Section 503. Establishment of Project Fund.*

(A) The Project Fund is hereby established, which Project Fund shall be held as a separate, segregated fund by the County in a Depository. The County shall hereafter establish within the Project Fund in connection with the issuance of each Series of Bonds separate, segregated accounts for the deposit of proceeds of such Bonds issued to finance Projects. There shall be paid into the Project Fund the amounts required to be so paid by the provisions of this Master Indenture and any Supplemental Indenture governing the issuance of and securing the related Series of Bonds, and there may be paid into the Project Fund, at the option of the County, any moneys determined to be so applied by the County.

(B) Amounts in each separate, segregated account of the Project Fund established as provided in paragraph (A) above shall be applied to the purpose or purposes and in the manner specified in the Supplemental Indenture authorizing the Series of Bonds the proceeds of which were deposited in such account and upon the written direction of an Authorized Officer.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(C) Moneys in the Project Fund shall be invested at the direction of an Authorized Officer to the fullest extent practicable in Investment Securities maturing in such amounts and at such times as may be necessary to provide funds when needed to pay costs of Projects or such other costs as may be required to be paid from such moneys. The County may, and to the extent required for payments from the Project Fund shall, sell any such Investment Securities at any time, and the proceeds of such sale, and of all payments at maturity and upon redemption of such investments, shall be held in the applicable account in the Project Fund. Earnings received on moneys or securities in a separate account in the Project Fund shall be held as a part of such account and available for the purposes for which moneys in such account are otherwise held.

(D) Subject to the right of the County to substitute any other lawful project or expenditures that will constitute a portion of any Project, the completion, substantial completion or abandonment of construction of any Project to be paid for from the Project Fund shall be evidenced by a Certificate of an Authorized Officer of the County, which certificates shall be filed promptly with the Trustee, stating the date of such completion, anticipated completion or abandonment and the amount, if any, required in the opinion of the signer of such certificate for the payment of any remaining part of the cost of such Project. Upon the filing of such certificates evidencing the completion, substantial completion or abandonment of construction of all Projects to be paid from any separate, segregated account established in the Project Fund pursuant to Section 503(A) or 503(B) hereof, the balance in said account in excess of the amount, if any, stated in such certificates of the County shall be deposited in the following order of priority: (1) in each Series Sub-Account of the Debt Service Reserve Fund to the extent necessary to cause the amount on deposit therein to equal the applicable Series Debt Service Reserve Requirement; provided that in the event amounts available to be so deposited are insufficient to cause all applicable Series Debt Service Reserve Requirements to be satisfied, such amount shall be deposited pro-rata [based on the ratio of (X) the amount of the Series Debt Service Reserve Requirement corresponding to each such Series Sub-Account of the Debt Service Reserve Fund to (Y) the total amount of Series Debt Service Reserve Requirements applicable to all Series Sub-Accounts of the Debt Service Reserve Fund that have been established]; (2) in the Debt Service Fund for application as provided in Section 504(B) to fund any deficiencies in any Funds, Accounts or Sub-Accounts described in Section 504(B); and (3) with any remainder to be applied as provided in paragraph (7) of Section 504(B).

### *Section 504. Pledged Sales Tax Revenue Fund*

(A) All Pledged Sales Tax Revenues received by the County, unless otherwise directed by this Master Indenture, shall be deposited by the County as received, but in no event more than three Business Days after receipt thereof by the County, into the Pledged Sales Tax Revenue Fund.

(B) Beginning September 1, 2012 and for each month thereafter, on or before the twentieth (20th) day of each month or upon receipt of the Pledged Sales Tax Revenues (or on such earlier Deposit Day as may be required pursuant to a Supplemental Indenture), the County shall withdraw from the Pledged Sales Tax Revenue Fund and transfer to the Trustee the following amounts for application in the following order of priority (provided that if such Deposit Day shall not be a Business Day, then the Deposit Day shall be next Business Day):

- (1) for deposit to the credit of the Interest Sub-Account, an amount equal to (a) 20 (twenty) per cent of the Interest Requirement, less (b) any amounts then on deposit to the credit of said Sub-Account to the extent such amounts have not been excluded from the determination of Interest Requirement as provided in the definition of such term set forth in Section 101 hereof;

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (2) for deposit to the credit of the Principal Sub-Account, an amount equal to (a) 10 (ten) percent of the Principal Requirement, less (b) any amounts then on deposit to the credit of the Principal Sub-Account to the extent such amounts have not been excluded from the determination of Principal Requirement as provided in the definition of such term set forth in Section 101 hereof;
- (3) or deposit to the credit of the Rebate Fund to satisfy the requirements of any applicable tax regulatory certificate or agreement described in Section 509 hereof.
- (4) for deposit to the credit of each Series Sub-Account of the Debt Service Reserve Fund to the extent necessary to cause the amount on deposit therein to equal the applicable Series Debt Service Reserve Requirement; provided that in the event amounts available to be so deposited are insufficient to cause all applicable Series Debt Service Reserve Requirements to be satisfied, such amount shall be deposited pro-rata based on the ratio of (X) the amount of the Series Debt Service Reserve Requirement corresponding to each such Series Sub-Account of the Debt Service Reserve Fund to (Y) the total amount of Series Debt Service Reserve Requirements applicable to all Series Sub-Accounts of the Debt Service Reserve Fund that have been established;
- (5) for deposit to the credit of the Junior Lien Debt Service Fund the amount, if any, as shall be required to be deposited therein in the then current month to pay principal or to meet sinking fund requirements of and interest on all Junior Lien Obligations outstanding, as required by the terms of the Supplemental Indentures authorizing the issuance of such Junior Lien Obligations;
- (6) for deposit to the credit of any Junior Lien Debt Service Reserve Fund the amount, if any, as shall be required to be deposited therein in the then current month to provide reserves for such Junior Lien Obligations as shall be secured thereby, as required by the terms of the Supplemental Indentures authorizing the issuance of such Junior Lien Obligations; and
- (7) for deposit as directed by the County to be used for any lawful corporate purpose of the County.

(C) At any time and from time to time, the County may pay to the Trustee for deposit into the Debt Service Fund or the Debt Service Reserve Fund amounts received from the proceeds of Bonds or amounts received from sources other than Pledged Sales Tax Revenues.

### *Section 505. Debt Service Fund.*

(A) The Trustee shall pay to the respective Paying Agents in Current Funds (i) out of the Interest Sub-Account on or before each Interest Payment Date for any of the Outstanding Bonds, the amount required for the interest payable on such date; (ii) out of the Principal Sub-Account on or before each Principal Payment Date, an amount equal to the principal amount of the Outstanding Bonds, if any, which mature on such date; and (iii) out of the Principal Sub-Account on or before each Principal Payment Date occasioned by redemption of Outstanding Bonds from Sinking Fund Installments, the amount required for the payment of the Redemption Price of such Outstanding Bonds then to be redeemed. Such amounts shall be paid to the Owners of the Outstanding Bonds by the Paying Agents for the aforesaid purposes on the due dates thereof. The Trustee shall also pay out of the Interest Sub-Account the accrued interest included in the purchase price of Outstanding Bonds purchased for retirement. The Trustee shall also pay out of all of the Sub-Accounts of the Debt Service Fund such



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

additional amounts, if available, permitted to be paid out to the County pursuant to paragraph (B)(4) of this Section 505.

(B) Amounts in the Principal Sub-Account available for the payment of Sinking Fund Installments shall be applied to the purchase or redemption of Bonds as provided in this subsection.

- (1) Amounts deposited to the credit of the Principal Sub-Account to be used in satisfaction of any Sinking Fund Installment may, and if so directed by the County shall, be applied by the Trustee, on or prior to the [thirty-fifth (35th)] day next preceding the next Principal Payment Date on which a Sinking Fund Installment is due, to the purchase of Outstanding Bonds of the Series and maturity for which such Sinking Fund Installment was established. That portion of the purchase price attributable to accrued interest shall be paid from the Interest Sub-Account. All such purchases of Outstanding Bonds shall be made at prices not exceeding the applicable sinking fund Redemption Price of such Bonds plus accrued interest, and such purchases shall be made in such manner as the County shall determine. The principal amount of any Bonds so purchased shall be deemed to constitute part of the Principal Sub-Account until the Principal Payment Date on which such Sinking Fund Installment is due, for the purpose of calculating the amount on deposit in such Sub-Account.
- (2) At any time up to the thirty-fifth (35th) day next preceding the next Principal Payment Date on which a Sinking Fund Installment is due, the County may purchase with any available funds Outstanding Bonds of the Series and of the maturity for which such Sinking Fund Installment was established and surrender such Bonds to the Trustee at any time up to said date.
- (3) After giving effect to the Outstanding Bonds purchased by the Trustee and Outstanding Bonds surrendered by the County as described in paragraphs (1) and (2) above, which shall be credited against the Sinking Fund Installment at the applicable Redemption Price thereof, and as soon as practicable after the thirty-fifth (35th) day next preceding the next Principal Payment Date on which a Sinking Fund Installment is due, the Trustee shall proceed to call for redemption on such Principal Payment Date Outstanding Bonds of the Series and maturity for which such Sinking Fund Installment was established in such amount as shall be necessary to complete the retirement of the unsatisfied portion of such Sinking Fund Installment. The Trustee shall pay out of the Principal Sub-Account (after transfers thereto from the Debt Service Reserve Fund, if required) to the appropriate Paying Agents, on or before the day preceding such redemption date, the Redemption Price required for the redemption of the Outstanding Bonds so called for redemption, and such amount shall be applied by such Paying Agents to such redemption.
- (4) After making the payments as provided in the preceding paragraph (3) of this subsection, the Trustee shall pay out of all Sub-Accounts of the Debt Service Fund to the County on the next scheduled Principal Payment Date on which a Sinking Fund Installment is due the lesser of (i) the applicable sinking fund Redemption Price of and accrued interest on such Outstanding Bonds surrendered by the County for such date or (ii) the amounts remaining to the credit of all Sub-Accounts of the Debt Service Fund in excess of the amounts required to be on deposit to the credit thereof. The transfer described in this paragraph (4) shall be made prior to the transfer described in Section 505(D), below.
- (5) If the principal amount of Outstanding Bonds retired pursuant to this subsection through application of amounts in satisfaction of any Sinking Fund Installment shall exceed such

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Sinking Fund Installment, or in the event of the purchase or redemption from moneys other than from the Principal Sub-Account of Outstanding Bonds of any Series and maturity for which Sinking Fund Installments have been established, such excess or the principal amount of Outstanding Bonds so purchased or redeemed, as the case may be, shall be credited toward future scheduled Sinking Fund Installments either (i) in the order of their due dates or (ii) in such order as the County establishes in a certificate signed by an Authorized Officer and delivered to the Trustee not more than fifteen (15) days after the payment in excess of such Sinking Fund Installment.

(C) Moneys held in the Sub-Accounts of the Debt Service Fund shall be invested as provided in Section 603(A) hereof. Investment income earned as a result of such investment shall be retained in said Sub-Accounts.

(D) On each Principal Payment Date, the Trustee shall determine the amount, if any, remaining in the Principal Sub-Account after all requirements for the payment of principal of the Bonds on such Principal Payment Date have been satisfied. Any such amount shall be transferred promptly from the Principal Sub-Account to the County and deposited in the Pledged Sales Tax Revenue Fund and applied pursuant to Section 504(B) hereof; *provided, however*, that no amounts derived from the investment of moneys in the Principal Sub-Account shall be so transferred but shall be retained therein.

(E) The amount, if any, deposited in the Interest Sub-Account from the proceeds of Outstanding Bonds shall be set aside in such Sub-Account and applied to the payment of the interest on the Bonds with respect to which such proceeds were deposited in accordance with the provisions of the Supplemental Indenture authorizing the issuance of such Bonds.

### *Section 506. Debt Service Reserve Fund.*

(A) In lieu of the required deposits into any Series Sub-Account of the Debt Service Reserve Fund, the County may cause to be deposited into such Series Sub-Account a surety bond, an insurance policy, a letter of credit or other credit facility (any such instrument referred to herein as a "*Debt Reserve Credit Facility*") which, in each case, shall be in an amount equal to the difference between the applicable Series Debt Service Reserve Requirement and the sums then on deposit to the credit of such Series Sub-Account. Any Debt Service Credit Facility shall be payable to the Trustee for the equal and ratable benefit of all of the Owners of the Outstanding Bonds of such Series on any date on which moneys shall be required to be withdrawn from such Series Sub-Account and applied to the payment of the Principal of or interest on any such Series of Bonds which withdrawal cannot be met by any cash on deposit to the credit of such Series Sub-Account. The insurer providing such surety bond or insurance policy shall be an insurer whose municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated in either of the two highest rating categories by any of the Rating Agencies, or any insurer who holds either of the two highest policyholder ratings accorded insurers by A.M. Best & Co. (or any comparable service) at the time of deposit. The letter of credit issuer shall be a bank or trust company and any other credit facility issuer shall be a company or other legal entity which is rated in either of the two highest rating categories by any of the Rating Agencies, and the letter of credit or other credit facility itself shall be rated in either of the two highest categories of each of such Rating Agencies at the time of deposit. If a disbursement is made pursuant to any Debt Reserve Credit Facility pursuant to this subparagraph 506(A), the County shall be obligated either (i) to reinstate the maximum limits of such Debt Reserve Credit Facility in accordance with the terms thereof or (ii) to deposit to the credit of such Series Sub-Account, funds in the amount of the disbursement made under such Debt Reserve Credit Facility, or a combination of such alternatives, as shall provide that the amount to the credit of such Series Sub-Account equals the Series Debt Service

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Reserve Requirement within a time period not longer than would have been required to restore such Series Sub-Account by operation of Section 504(B)(3) hereof.

(B) In the event that any Debt Reserve Credit Facility deposited with the Trustee as provided in subparagraph (A) above is withdrawn by the issuer thereof or expires and is not renewed, the County shall fund the resulting deficiency with respect to the Debt Service Reserve Requirement (a) by depositing in the applicable Series Sub-Account a new Debt Reserve Credit Facility meeting the requirements of subparagraph (A) above or (b) by funding the Series Debt Service Reserve Requirement from Pledged Sales Tax Revenues as provided in subparagraph (A) above.

### *Section 507. Junior Lien Debt Service Fund*

(A) Moneys to the credit of the Junior Lien Debt Service Fund shall be applied to the payment of the principal and sinking fund requirements of and interest on each issue of Junior Lien Obligations in accordance with the provisions of, and subject to the priorities and limitations and restrictions provided in, the respective Supplemental Indentures authorizing the issuance thereof.

(B) At any time and from time to time, the County may pay to the Trustee for deposit into the Junior Lien Debt Service Fund amounts received from the proceeds of Junior Lien Obligations or amounts received from sources other than Pledged Sales Tax Revenues.

*Section 508. Junior Lien Debt Service Reserve Fund.* The Junior Lien Debt Service Reserve Fund shall be funded and moneys therein applied to the payment of the principal of and interest on each issue of Junior Lien Obligations in accordance with the provisions of, and subject to the priorities and limitations and restrictions provided in, the respective Supplemental Indentures authorizing the issuance thereof.

### *Section 509. Rebate Fund.*

(A) If and to the extent required by the Code and Regulations, the County shall determine the amount of Excess Earnings with respect to each Series of Bonds and direct the Trustee in writing to transfer from any other of the funds and accounts held by the Trustee hereunder and deposit to the related Series Rebate Subaccount of the Rebate Account, all or a portion of the Excess Earnings with respect to such Series of Bonds.

(B) Moneys on deposit in the related Series Rebate Subaccount of the Rebate Account shall be paid to the Department of the Treasury of the United States of America to the extent and in the manner required by the provisions of the applicable tax regulatory certificate or agreement. Moneys which are determined to be in excess of the amount required to be so rebated shall be deposited to the Interest Sub-Account of the Debt Service Account in accordance with the provisions of such applicable tax regulatory certificate or agreement.

(C) Amounts in the Rebate Account shall not be pledged to Owners of the Bonds.

*Section 510. Creation of Additional Accounts and Sub-Accounts.* The Trustee shall, at the written request of the County, establish such additional Accounts within any of the Funds established under this Master Indenture, and Sub-Accounts within any of the Accounts established under this Master Indenture, as shall be specified in such written request, for the purpose of enabling the County to identify or account for more precisely the sources, timing and amounts of transfers or deposits into such Funds, Accounts and Sub-Accounts, the amounts on deposit in or credited to such Funds, Accounts or Sub-Accounts as of any date or dates of calculation, and the sources, timing and amounts of transfers,

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

disbursements or withdrawals from such Funds, Accounts or Sub-Accounts; but the establishment of any such additional Accounts or Sub-Accounts shall not alter or modify in any manner or to any extent any of the requirements of this Master Indenture with respect to the deposit or use of moneys in any Fund, Account or Sub-Account established hereunder.

*Section 511. Payments Under Bond Insurance Policies.* Payments to a Bond Insurer of a Series of Bonds shall be made in accordance with the provisions under the Supplemental Indenture issuing such Series of Bonds.

### ARTICLE VI DEPOSITARIES, SECURITY FOR DEPOSITS AND INVESTMENTS OF FUNDS

*Section 601. Depositaries.* All moneys held by the Trustee under the provisions of this Master Indenture shall be deposited with one or more Depositaries selected by an Authorized Officer in the name of and in trust for the Trustee. All moneys held by the County under this Master Indenture shall be deposited in one or more Depositaries (selected by an Authorized Officer) in the name of the County. All moneys deposited under the provisions of this Master Indenture with the Trustee, the County or any Depositary shall be held in trust and applied only in accordance with the provisions of this Master Indenture, and each of the Funds, Accounts and Sub-Accounts established by this Master Indenture shall be a trust fund.

*Section 602. Deposits.*

(A) All moneys held by any Depositary under this Master Indenture may be placed on demand or time deposit, as directed by an Authorized Officer, provided that such deposits shall permit the moneys so held to be available for use when needed. Any such deposit may be made in the commercial banking department of any Fiduciary which may honor checks and drafts on such deposit as if it were not a Fiduciary. All moneys held by a Fiduciary may be deposited in its banking department on demand or, if and to the extent directed by an Authorized Officer, on time deposit, provided that such moneys on deposit be available for use when needed. Such Fiduciary shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size.

(B) All moneys on deposit to the credit of the Debt Service Fund and the Debt Service Reserve Fund not otherwise secured by deposit insurance shall be continuously and fully secured by the Trustee for the benefit of the County and the Owners of the Bonds by lodging with the Trustee as collateral security, Government Obligations having a market value (exclusive of accrued interest) of not less than the amount of such moneys. All moneys on deposit to the credit of the Project Fund not otherwise secured by deposit insurance shall be continuously and fully secured by the appropriate Depositary for the benefit of the County and the Owners of the Bonds by lodging with the appropriate Depositary as collateral security, Government Obligations having a market value (exclusive of accrued interest) not less than the amount of such moneys. All other moneys held for the County under this Master Indenture shall be continuously and fully secured for the benefit of the County and the Owners of the Bonds in the same manner as provided by the County for similar funds of the County.

(C) All moneys deposited with the Trustee and each Depositary shall be credited to the particular Fund, Account or Sub-Account to which such moneys belong.

*Section 603. Investment of Certain Moneys.*

(A) Moneys held in the Debt Service Fund and its Sub-Accounts and the Debt Service Reserve Fund shall be invested and reinvested by the Trustee at the direction of an Authorized Officer confirmed in writing to the fullest extent practicable in Government Obligations which mature no later than necessary to provide moneys when needed for payments to be made from such Accounts or Sub-

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Accounts, but no moneys in the Debt Service Reserve Fund shall be invested in any Government Obligations maturing more than 10 years from the date of such investment. Amounts in the Pledged Sales Tax Revenue Fund held by the County in a Depository, may be invested by the County at the direction of an Authorized Officer in Investment Securities which mature within one year, but no later than necessary to provide moneys when needed for payments from such Fund and Accounts. Moneys held in any separate, segregated account of the Project Fund held by the County in a Depository may be invested and reinvested by the County at the direction of an Authorized Officer in Investment Securities which mature no later than necessary to provide moneys when needed for payments to be made from such Accounts.

(B) Moneys held in two or more Funds, Accounts or Sub-Accounts may be jointly invested in one or more Investment Securities, provided that such investment complies with all the terms and conditions hereof relating to the investment of moneys in such Funds, Accounts or Sub-Accounts, as the case may be, and the County maintains books and records as to the allocation of such investment as among such Funds, Accounts or Sub-Accounts. Investment income from investments held in the various Funds, Accounts and Sub-Accounts shall remain in and be a part of the respective Funds, Accounts and Sub-Accounts in which such investments are held, except as otherwise provided in this Master Indenture.

(C) Notwithstanding any other provisions of this Master Indenture to the contrary, all investments made under this Master Indenture shall be consistent with the expectations expressed in any arbitrage certificate executed on behalf of the County and filed with the Trustee with respect to any Series of Bonds issued under this Master Indenture.

### *Section 604. Valuation and Sale of Investments.*

(A) Investment Securities in any Fund, Account or Sub-Account created under the provisions of this Master Indenture shall be deemed at all times to be part of such Fund, Account or Sub-Account and any profit realized from the liquidation of such investment shall be credited to such Fund, Account or Sub-Account and any loss resulting from liquidation of such investment shall be charged to such Fund, Account or Sub-Account.

(B) Valuations of Investment Securities held in the Funds, Accounts and Sub-Accounts established hereunder shall be made or caused to be made by the County as often as may be necessary to determine the amounts held therein, except that valuations of Government Obligations held in the Debt Service Fund and its Sub-Accounts and the Debt Service Reserve Fund shall be made at least once each year on such dates as shall be determined by the County. In computing the amounts in such Funds, Accounts and Sub-Accounts, Investment Securities therein shall be valued as provided in paragraph (C) of this Section 604.

(C) The value of Investment Securities shall mean the fair market value thereof, *provided, however*, that all SLGs shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable.

(D) Except as otherwise provided in this Master Indenture, the Trustee at the direction of an Authorized Officer shall sell at the best price obtainable, or present for redemption, any Investment Security held in any Fund, Account or Sub-Account held by the Trustee whenever it shall be necessary to provide moneys to meet any payment or transfer from such Fund, Account or Sub-Account as the case may be. The Trustee and the County shall not be liable or responsible for making any such investment in the manner provided above or for any loss resulting from any such investment.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

### ARTICLE VII PARTICULAR COVENANTS AND REPRESENTATIONS OF THE COUNTY

*Section 701. Payment of Bonds.* The County covenants and agrees that it will pay or cause payment to be made of the principal at maturity and Redemption Price, if any, of every Outstanding Bond, whether a Serial Bond or a Term Bond (subject to the provisions of Section 505(B)(5) hereof), and the interest thereon, at the places, on the dates and in the manner provided in this Master Indenture and in the Bonds. The County further covenants and agrees that it will make deposits to meet all Sinking Fund Installments for the Bonds of a Series for which Sinking Fund Installments are established, in accordance with and subject to the provisions of this Master Indenture and each Supplemental Indenture.

*Section 702. Extension of Payment of Bonds.* If the maturity of any Bond or installment of interest shall be extended pursuant to the written consent of the Owner thereof, such Bond or installment of interest shall not be entitled, in case of any default under this Master Indenture, to the benefit of this Master Indenture or to payment out of Pledged Sales Tax Revenues or Funds, Accounts and Sub-Accounts established by this Master Indenture or moneys held by Fiduciaries or Depositories (except moneys held in trust for the payment of such Bond or installment of interest) until the prior payment of the principal of all Bonds Outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended claims for interest.

Nothing herein shall be deemed to limit the right of the County to issue Refunding Bonds and such issuance shall not be deemed to constitute an extension of maturity of Bonds.

*Section 703. Offices for Servicing Bonds.* The County shall at all times maintain one or more Paying Agents and Registrars in Chicago, Illinois or in New York, New York where Bonds may be presented for payment and where Bonds may be presented for registration, transfer or exchange.

*Section 704. Further Assurance.* At any and all times the County shall, as far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further indentures, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming, all and singular, the rights, revenues and other moneys, securities and funds hereby pledged or assigned, or which the County may become bound to pledge or assign.

*Section 705. Power to Issue Bonds and Pledge Pledged Sales Tax Revenues and Other Funds.* The County is duly authorized under all applicable laws and as an exercise of its home rule power to issue the Bonds and to execute and deliver this Master Indenture and to pledge the Pledged Sales Tax Revenues and other moneys, securities and funds pledged by this Master Indenture and to grant the lien granted by this Master Indenture thereon in the manner and to the extent provided in this Master Indenture. The Pledged Sales Tax Revenues and other moneys, securities and funds so pledged, and subject to such lien, are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created by this Master Indenture, and all action on the part of the County to that end has been and will be duly and validly taken. The Bonds and the provisions of this Master Indenture are and will be valid and legally enforceable obligations of the County in accordance with their terms and the terms of this Master Indenture, except to the extent enforceability may be limited by bankruptcy, insolvency and other laws affecting conditions, rights or remedies and the availability of equitable remedies generally. The County covenants that upon the date of issuance of any of the Bonds, all conditions, acts and things required by the Constitution and laws of the State and this Master Indenture to exist, to have happened and to have been performed precedent to or in the issuance of such Bonds shall exist, have happened and have been performed. The County shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of and lien on the Pledged Sales Tax

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Revenues and other moneys, securities and funds pledged under this Master Indenture and all the rights of the Owners under this Master Indenture against all claims and demands.

*Section 706. Indebtedness and Liens.* The County shall not issue any bonds or other evidences of indebtedness, other than the Bonds, Qualified Swap Agreements and Junior Lien Obligations, which are secured by a pledge of or lien on the Pledged Sales Tax Revenues or the moneys, securities or funds held or set aside by the County or by the Trustee under this Master Indenture, and shall not, except as expressly authorized in this Master Indenture, create or cause to be created any lien or charge on the Pledged Sales Tax Revenues or such moneys, securities or funds; *provided, however*, that nothing contained in this Master Indenture shall prevent the County from issuing evidences of indebtedness payable from moneys in the Project Fund as part of the cost of any Project, or payable from or secured by the pledge of Pledged Sales Tax Revenues to be derived on and after such date as the pledge of all of the Pledged Sales Tax Revenues provided in this Master Indenture shall be discharged and satisfied as provided in Section 1201.

*Section 707. Covenants Regarding Pledged Sales Tax Revenues.* The County covenants that it will not (a) take any action legally available to it, including, without limitation, reducing the rate at which Home Rule Sales Taxes are imposed so as to cause its collections of Pledged Sales Tax Revenues in any Fiscal Year to be less than one hundred thirty-five percent (135%) of the sum in such Fiscal Year of (i) the Annual Debt Service Requirement for such Fiscal Year on account of all Outstanding Bonds, (ii) the deposits to the Debt Service Reserve Fund for such Fiscal Year required by the provisions of Section 504(B)(3) hereof, (iii) the deposits to the Junior Lien Debt Service Fund for such Fiscal Year required by the provisions of Section 504(B)(4) hereof and (iv) the deposits to any Junior Lien Debt Service Reserve Fund for such Fiscal Year required by the provisions of Section 504(B)(5) hereof; or (b) in any way impair the rights and remedies of the Owners of the Outstanding Bonds until all such Outstanding Bonds are fully discharged.

*Section 708. Accounts and Reports*

(A) The County shall keep proper books of record and account in which complete and correct entries shall be made of its transactions relating to the Funds, Accounts and Sub-Accounts established by this Master Indenture, and which, together with all other books and financial records of the County, shall at all reasonable times be available for the inspection of the Trustee and the Owners of not less than 25 percent in principal amount of Outstanding Bonds or their representatives duly authorized in writing. The County further covenants that it will keep an accurate record of the collection and application of all Pledged Sales Tax Revenues.

(B) The County further covenants that it will cause any additional reports or audits relating to the Pledged Sales Tax Revenues to be made as required by law, and that, as often as may be reasonably requested, it will furnish to the Trustee such other information concerning the Pledged Sales Tax Revenues as may be reasonably requested.

(C) With respect to a Series of Bonds for which Bond Insurance is obtained, the County further covenants that it will provide, or will cause the Trustee to provide, the Bond Insurer with the information required under the Supplemental Indenture for such Series of Bonds.

*Section 709. Arbitrage.* The County shall not at any time permit any of the proceeds of the Bonds or any other funds of the County to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

### ARTICLE VIII REMEDIES OF OWNERS

*Section 801. Events of Default.* Each of the following events is hereby declared an “*Event of Default:*”

- (1) if a default shall occur in the due and punctual payment of the principal or Redemption Price of any Bond when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise;
- (2) if a default shall occur in the due and punctual payment of interest on any Bond, when and as such interest shall become due and payable;
- (3) if a default shall occur in the performance or observance by the County of any other of the covenants, agreements or conditions in this Master Indenture or in the Bonds contained (other than as provided in clause (4) below), and such default shall continue for a period of 90 days after written notice thereof to the County by the Trustee or after written notice thereof to the County and to the Trustee by the Owners of not less than a majority in principal amount of the Outstanding Bonds;
- (4) if a default shall occur in the performance or observance by the County of the covenant set forth in Section 707 of this Master Indenture and such default shall continue for a period of 30 days after written notice thereof to the County by the Trustee or after written notice thereof to the County and to the Trustee by the Owners of not less than a majority in principal amount of the Outstanding Bonds;
- (5) if the County shall file a petition seeking reorganization or a composition of indebtedness under the federal bankruptcy laws or under any other applicable law or statute of the United States of America or of the State; or
- (6) if an order or decree shall be entered, with the consent or acquiescence of the County, appointing a receiver or receivers for revenues of the County, or any part thereof; or if such order or decree entered without the consent or acquiescence of the County shall not be vacated or discharged or stayed within 90 days after the entry thereof; *provided*, that in determining whether a default shall have occurred under subparagraphs (1) or (2) of this Section, no effect shall be given to payments made under any Bond Insurance Policy.

*Section 802. Accounting and Examination of Records after Default.*

(A) The County covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the County and all other records relating to the Pledged Sales Tax Revenues shall at all times be subject to the inspection and use of the Trustee and of its agents and attorneys.

(B) The County covenants that if an Event of Default shall have happened and shall not have been remedied, the County, upon demand of the Trustee, will account, as if it were the trustee of an express trust, for all Pledged Sales Tax Revenues and other moneys, securities and funds held by the County pursuant to the terms of this Master Indenture for such period as shall be stated in such demand.

*Section 803. Application of Revenues and Other Moneys after Default*



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(A) The County covenants that if an Event of Default specified in Section 801 (1), (2) or (4) shall happen and shall not have been remedied, the County, upon demand of the Trustee, shall pay over or cause to be paid over to the Trustee (i) forthwith, all moneys, securities and funds then held by the County in any Fund, Account or Sub-Account pursuant to the terms of this Master Indenture, and (ii) all Pledged Sales Tax Revenues as promptly as practicable after receipt thereof.

(B) During the continuance of an Event of Default, the Trustee shall apply such moneys, securities, funds and Pledged Sales Tax Revenues and the income therefrom as follows and in the following order:

- (1) to the payment of the reasonable and proper charges and expenses of the Trustee, including the reasonable fees and expenses of counsel employed by it;
- (2) to the payment of the principal of, Redemption Price and interest on the Bonds then due, as follows:

FIRST: to the payment to the persons entitled thereto of all installments of interest then due on the Bonds in the order of the maturity of such installments, together with accrued and unpaid interest on the Bonds theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments of interest maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference; and

- (3) to the payment of principal, redemption price and interest then due on Junior Lien Obligations.

(C) If and whenever all overdue installments of principal and Redemption Price of and interest on all Bonds, together with the reasonable and proper charges and expenses of the Trustee, and all other overdue sums payable by the County under this Master Indenture, including the overdue principal and Redemption Price of and accrued unpaid interest on all Bonds held by or for the account of the County, or provision satisfactory to the Trustee shall be made for such payment, and all defaults under this Master Indenture or the Bonds shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Trustee shall pay over to the County all moneys, securities and funds then remaining unexpended in the hands of the Trustee (except moneys, securities and funds deposited or pledged, or required by the terms of this Master Indenture to be deposited or pledged, with the Trustee), and thereupon the County, the Trustee and the Owners shall be restored, respectively, to their former positions and rights under this Master Indenture. No such payment over to the County by the Trustee or such restoration of the County and the Trustee to their former positions and rights shall extend to or affect any subsequent default under this Master Indenture or impair any right consequent thereon.

### *Section 804. Proceedings Brought by Trustee.*

(A) If an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon identical written request of the Owners of not less than a majority in principal amount of the Bonds Outstanding and upon being indemnified to its satisfaction shall proceed, to protect and enforce its rights and the rights of the Owners

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

of the Bonds under this Master Indenture forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the County as if the County were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under this Master Indenture.

(B) All rights of action under this Master Indenture may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding, and any such suit or other proceeding instituted by the Trustee shall be brought in its name.

(C) All actions against the County under this Master Indenture shall be brought in a state or federal court located in the State.

(D) The Owners of not less than a majority in principal amount of the Bonds at the time Outstanding may direct the time, method and place of conducting any proceedings to be taken in connection with the enforcement of the terms and conditions of this Master Indenture or for the enforcement of any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, *provided* that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Owners not parties to such direction.

(E) Upon commencing any suit at law or in equity or upon commencement of other judicial proceedings by the Trustee to enforce any right under this Master Indenture, the Trustee shall be entitled to exercise any and all rights and powers conferred in this Master Indenture and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

(F) Regardless of the happening of an Event of Default, the Trustee shall have power, but unless requested in writing by the Owners of a majority in principal amount of the Bonds then Outstanding, and furnished with reasonable security and indemnity, shall be under no obligation, to institute and maintain such suits and proceedings as may be necessary or expedient to prevent any impairment of the security under this Master Indenture and to preserve or protect its interests and the interest of the Owners.

### *Section 805. Restriction on Owners' Action.*

(A) No Owner of any Bond shall have any right to institute any suit or proceeding at law or in equity for the enforcement or violation of any provision of this Master Indenture or the execution of any trust under this Master Indenture or for any remedy under this Master Indenture, unless such Owner shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in this Article, and the Owners of at least a majority in principal amount of the Bonds then Outstanding shall have filed a written request with the Trustee, and shall have offered it reasonable opportunity either to exercise the powers granted in this Master Indenture or by the laws of Illinois or to institute such suit or proceeding in its own name, and unless such Owners shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or failed to comply with such request within 60 days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the pledge created by this Master Indenture or to enforce any right under this Master Indenture, except in the manner herein provided; and that all proceedings at law or in equity to enforce any provision of this Master

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Indenture shall be instituted, had and maintained in the manner provided in this Master Indenture and for the equal benefit of all Owners of the Outstanding Bonds, subject only to the provisions of Section 702 hereof.

(B) Nothing in this Master Indenture or in the Bonds contained shall affect or impair the obligation of the County, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of and interest on the Bonds to the respective Owners thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Owner to enforce such payment of its Bond from the sources provided herein.

*Section 806. Remedies Not Exclusive.* No remedy by the terms of this Master Indenture conferred upon or reserved to the Trustee or the Owners is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to every other remedy given under this Master Indenture or existing at law or in equity or by statute on or after the date of the execution and delivery of this Master Indenture.

*Section 807. Effect of Waiver and Other Circumstances.*

(A) No delay or omission of the Trustee or any Owner to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such default or be an acquiescence therein.

(B) The Owners of at least a majority in principal amount of the Bonds at the time Outstanding, or their attorneys-in-fact duly authorized may on behalf of the Owners of all of the Bonds waive any past default under this Master Indenture and its consequences, except a default in the payment of interest on or principal or Redemption Price of any of the Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

*Section 808. Notices of Default.* The Trustee shall promptly mail written notice of the occurrence of any Event of Default to the Owners of the Bonds and to the Bond Insurer.

*Section 809. Rights of Credit Bank or Bond Insurer*

(A) Notwithstanding anything contained in this Master Indenture to the contrary, but subject to the provisions of any applicable Supplemental Indenture, any Credit Bank or any Bond Insurer shall be treated as the Owner of Bonds upon which such Credit Bank or Bond Insurer is obligated pursuant to a Credit Facility or Bond Insurance Policy, as applicable, for the purposes of calculating whether or not the Owners of the requisite percentage of Bonds then Outstanding have consented to any request, consent, directive, waiver or other action permitted to be taken by the Owners of the Bonds pursuant to this Article.

(B) All rights of any Credit Bank or Bond Insurer hereunder (other than rights held as a registered owner of Bonds hereunder) shall cease and terminate if: (i) such Credit Bank or Bond Insurer has failed to make any payment under its Credit Facility or Bond Insurance Policy; (ii) such Credit Facility or Bond Insurance Policy shall cease to be valid and binding on such Credit Bank or Bond Insurer or shall be declared to be null and void, or the validity or enforceability of any provision thereof is being contested by such Credit Bank or Bond Insurer, or such Credit Bank or Bond Insurer is denying further liability or obligation under such Bond Insurance Policy; (iii) a petition has been filed and is pending against such Credit Bank or Bond Insurer under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or rehabilitation law of any jurisdiction, and has not been dismissed within 30 days after such filing; (iv) such Credit Bank or Bond Insurer has filed a

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

petition, which is still pending, in voluntary bankruptcy or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or rehabilitation law of any jurisdiction, or has consented to the filing of any petition against it under any such law; or (v) a receiver has been appointed for such Credit Bank or Bond Insurer under the banking or insurance laws of any jurisdiction.

(C) Notwithstanding anything contained in this Master Indenture to the contrary, but subject to the provisions of any applicable Supplemental Indenture, until the County has reimbursed a Credit Bank for amounts paid under a Credit Facility to pay the interest on or the principal of any Bonds on any Interest or Principal Payment Date or to the extent any Bond Insurer has exercised its rights as subrogee for the particular Bonds of which it has insured payment, (a) such Bonds shall be deemed to be Outstanding and such Credit Bank or Bond Insurer shall succeed to the rights and interests of the Owners to the extent of the amounts paid under the Credit Facility or as specified in respect of the applicable Bond Insurance Policy until such amount has been reimbursed and (b) upon presentation to the Registrar, such Bonds shall be registered in the name of the Credit Bank or its nominee or such Bond Insurer or its nominee, as appropriate.

### ARTICLE IX CONCERNING THE FIDUCIARIES

*Section 901. Trustee; Appointment and Acceptance of Duties.* The Trustee hereby accepts and agrees to the trusts hereby created, but only upon the additional terms set forth in this Article, to all of which the County agrees and the respective Owners of the Bonds, by their purchase and acceptance thereof, agree. Except during the continuance of an Event of Default, the Trustee undertakes such duties and only such duties as are specifically set forth in this Master Indenture.

*Section 902. Registrar; Appointment and Acceptance of Duties.* \_\_\_\_\_ is hereby appointed Registrar for the Bonds. The Trustee or any Paying Agent may be appointed a Registrar. The Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Master Indenture by executing and delivering to the County and to the Trustee a written acceptance thereof.

#### *Section 903. Responsibilities of Fiduciaries*

(A) The recitals of fact herein and in the Bonds contained shall be taken as the statements of the County and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Master Indenture or of any Bonds issued hereunder or as to the security afforded by this Master Indenture, and no Fiduciary shall incur any liability in respect thereof. The Trustee shall, however, be responsible for any representation contained in its certificate on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to the County or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. Subject to the provisions of paragraph (B) of this Section, no Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or misconduct.

(B) In case an Event of Default has occurred and has not been remedied, the Trustee shall exercise such of the rights and powers vested in it by this Master Indenture, and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Any provision of this Master Indenture relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

### *Section 904. Evidence on Which Fiduciaries May Act.*

(A) Each Fiduciary shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion (including Counsel's Opinion), bond or other paper or document furnished to it pursuant to and conforming to the requirements of this Master Indenture, and believed by it to be genuine and to have been signed or presented by the proper party or parties.

(B) Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Master Indenture, such matter (unless this Master Indenture specifically requires other evidence thereof) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer, but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(C) Except as otherwise expressly provided in this Master Indenture, any request, order, notice or other direction required or permitted to be furnished by the County to any Fiduciary shall be sufficiently executed if signed by an Authorized Officer.

*Section 905. Compensation.* Unless otherwise determined by contract between the County and each Fiduciary, the County shall pay to each Fiduciary from time to time reasonable compensation determined by the County for all services rendered under this Master Indenture.

*Section 906. Certain Permitted Acts.* Any Fiduciary may become the Owner of any Bonds, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Master Indenture, whether or not any such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

*Section 907. Resignation of Trustee.* The Trustee may at any time resign and be discharged of the duties and obligations imposed upon it by this Master Indenture by giving not less than 60 days' written notice to the County, all Owners of the Bonds, the Depositaries and the other Fiduciaries, and such resignation shall take effect upon the day specified in such notice but only if a successor shall have been appointed by the County or the Owners as provided in Section 910, in which event such resignation shall take effect immediately on the appointment of such successor whether or not the date specified for such resignation to take effect has arrived. If a successor Trustee shall not have been appointed within a period of 90 days following the giving of notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 910 hereof.

*Section 908. Removal of Trustee.* The Trustee may be removed at any time by an instrument in writing delivered to the Trustee and signed by the County; *provided however*, that if an Event of Default shall have occurred and be continuing, the Trustee may be so removed by the County only with the written concurrence of the Owners of a majority in principal amount of Bonds then Outstanding. The Trustee may be removed at any time by the Owners of a majority in principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the County, by an instrument or concurrent instruments in writing signed and duly acknowledged by such Owners or their attorneys-in-fact duly authorized, and delivered to the County. Copies of each such instrument shall be delivered by the County to each Fiduciary.

### *Section 909. Appointment of Successor Trustee.*

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(A) In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer or court shall take charge or control of the Trustee, or of its property or affairs, the County shall appoint a successor Trustee. The County shall cause notice of any such appointment by it made to be mailed to all Owners of the Bonds.

(B) If no appointment of a Trustee shall be made by the County pursuant to the foregoing provisions of this Section 910, the Owner of any Bond Outstanding hereunder may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

(C) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank or trust company or national banking association, doing business and having its principal corporate trust office in the State, and having capital stock and surplus aggregating at least \$20,000,000, if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Master Indenture.

*Section 910. Transfer of Rights and Property to Successor Trustee.* Any successor Trustee appointed under this Master Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the County, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee; but the predecessor Trustee shall nevertheless, on the written request of the County or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurances and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all its right, title and interest in and to any property held by it under this Master Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument from the County be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such moneys, estates, properties, rights, powers and duties, such deed, conveyance or instrument shall be executed, acknowledged and delivered by the County. Any such successor Trustee shall promptly notify the Paying Agents of its appointment as Trustee.

*Section 911. Merger or Consolidation.* Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which all or substantially all of the corporate trust business of any Fiduciary may be sold or transferred, shall be the successor to such Fiduciary and be bound to the obligations and duties of such Fiduciary hereunder without the execution or filing of any paper or the performance of any further act, unless such successor delivers written notice of its resignation pursuant to the provisions of this Article; *provided, however,* that such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and shall be authorized by law to perform all the duties imposed upon it by this Master Indenture.

*Section 912. Adoption of Authentication.* In case any of the Bonds contemplated to be issued under this Master Indenture shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated; and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee or in its own name.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

### *Section 913. Resignation or Removal of Paying Agent and Appointment of Successor.*

(A) Any Paying Agent may at any time resign and be discharged of the duties and obligations imposed upon it by this Master Indenture by giving at least 60 days' written notice to the County and the other Fiduciaries. Any Paying Agent may be removed at any time by an instrument signed by an Authorized Officer and filed with such Paying Agent and the Trustee. Any successor Paying Agent shall be appointed by the County and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having capital stock and surplus aggregating at least \$20,000,000, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Master Indenture.

(B) In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor, to the Trustee and shall be subject to audit of all of its books, records and accounts with respect to the Bonds. In the event that for any reason there shall be a vacancy in the office of any Paying Agent, the Trustee shall act as such Paying Agent.

### *Section 914. Resignation or Removal of Registrar and Appointment of Successor*

(A) Any Registrar may at any time resign and be discharged of the duties and obligations imposed upon it by this Master Indenture by giving at least 60 days' written notice to the County and the other Fiduciaries. Any Registrar may be removed at any time by an instrument signed by an Authorized Officer and filed with such Registrar and the Trustee. Any successor Registrar shall be appointed by the County and shall be a bank, trust company or national banking association doing business and having an office in the State or in the Borough of Manhattan, in the County and State of New York, if there be such a bank, trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Master Indenture.

(B) In the event of the resignation or removal of any Registrar, such Registrar shall deliver all books, records and other property including the bond register of the County to its successor, or if there be no successor, to the Trustee. In the event that for any reason there shall be a vacancy in the office of any Registrar, the Trustee shall act as such Registrar.

*Section 915. Trustee Not Deemed to Have Notice of Default.* The Trustee shall not be deemed to have notice of any default hereunder except a default under Section 801(1), (2) or (4) hereof or the failure of the County to file with the Trustee any document required by this Master Indenture unless any officer in its corporate trust office shall have actual knowledge thereof or the Trustee shall be specifically notified in writing of such default by the County or by the Owners of not less than a majority in principal amount of the Bonds Outstanding; and all notices or other instruments required by this Master Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the corporate trust office of the Trustee.

*Section 916. Quarterly Report by Trustee and Depositaries.* Within seven days after the end of each calendar quarter, the Trustee, any Paying Agent and each Depositary shall prepare a written report for each Fund, Account and Sub-Account held by it pursuant to the provisions of this Master Indenture. Such report shall set out the receipts and disbursements, both principal and income, and shall list the Investment Securities held by the Trustee and each Depositary at the end of the quarter. A copy of each such report shall be furnished to the County and any persons designated by the County.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

In addition, the Trustee, any Paying Agent and each Depository shall, at any time when requested, including, without limitation, any request at the time of the resignation of the Trustee, any Paying Agent or any Depository, furnish to the County and any persons designated by the County a report of the amount of moneys, including Investment Securities, held in each Fund, Account or Sub-Account by the Trustee and each Depository. For purposes of this certification, the Investment Securities in each such Fund, Account and Sub-Account shall be treated as having a value equal to their aggregate market value as of the date of the request.

*Section 917. Notice to Bond Insurer.* With respect to a Series of Bonds for which Bond Insurance is obtained, the County shall cause written notice of the resignation or removal of any Trustee, Paying Agent or Registrar and the appointment of any successor thereto to be given to the Bond Insurer of such Series of Bonds.

### ARTICLE X SUPPLEMENTAL INDENTURES

*Section 1001. Supplemental Indentures Not Requiring Consent of Owners.* The County and the Trustee may without the consent of, or notice to, any of the Owners, enter into a Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (1) to authorize Additional Bonds and Refunding Bonds and to specify, determine or authorize any matters and things concerning any such Bonds which are not contrary to or inconsistent with this Master Indenture;
- (2) to close this Master Indenture against, or impose additional limitations or restrictions on, the issuance of Bonds, or of other notes, bonds, obligations or evidences of indebtedness;
- (3) to impose additional covenants or agreements to be observed by the County;
- (4) to impose other limitations or restrictions upon the County;
- (5) to surrender any right, power or privilege reserved to or conferred upon the County by this Master Indenture;
- (6) to confirm, as further assurance, any pledge of or lien upon the Pledged Sales Tax Revenues or any other moneys, securities or funds; *provided, however,* that no Supplemental Indenture authorized by this paragraph (6) shall become effective until each Rating Agency shall have delivered written confirmation to the Trustee that the execution and delivery of such Supplemental Indenture will not in and of itself cause a reduction or a withdrawal of its rating for any Bonds then in effect;
- (7) to amend the definition of Project for which Bonds may be issued;
- (8) to accommodate the use of Bond Insurance of a Credit Facility for specific Bonds or a specific Series of Bonds;
- (9) to authorize the issuance of Junior Lien Obligations and in connection therewith, specify and determine any matters and things relative thereto which are not contrary to or inconsistent with this Master Indenture as then in effect;



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (10) to cure any ambiguity, omission or defect in this Master Indenture;
- (11) to provide for the appointment of a successor securities depository in the event any Series of Bonds is held in book-entry only form;
- (12) to provide for the appointment of any successor Fiduciary;
- (13) to comply with the requirements of the Code as are necessary, in the Opinion of Bond Counsel, to prevent the federal income taxation of the interest on any of the Bonds; and
- (14) to make any other change which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Owners.

*Section 1002. Supplemental Indentures Effective upon Consent of Owners.* Any Supplemental Indenture not effective in accordance with Section 1001 shall take effect only if permitted and approved and in the manner prescribed by Article XI.

*Section 1003. Filing of Counsel's Opinion.* Each Supplemental Indenture described in Section 1001 shall be accompanied, when filed with the Trustee, by a Counsel's Opinion to the effect that such Supplemental Indenture has been duly authorized by the County in accordance with the provisions of this Master Indenture, is authorized or permitted by this Master Indenture and, when executed and delivered, will be valid and binding upon the County, the Owners and the Trustee.

### ARTICLE XI AMENDMENTS

*Section 1101. Mailing.* Any provision in this Article for the mailing of a notice or other information to Owners shall be fully complied with if it is mailed by first class mail, postage prepaid or delivered only to each Owner of Bonds then Outstanding at its address, if any, appearing upon the registration books of the County kept by the Registrar.

*Section 1102. Powers of Amendment.* Except for Supplemental Indentures described in Section 1001, any modification or amendment of this Master Indenture and of the rights and obligations of the County and of the Owners of the Bonds hereunder, in any particular, may be made by a Supplemental Indenture with the written consent given as provided in Section 1103 hereof (i) of the Owners of at least a majority in principal amount of the Bonds Outstanding at the time such consent is given, and (ii) in case less than all of the several Series of Bonds then outstanding are affected by the modification or amendment, of the Owners of at least a majority in principal amount of the Bonds of each Series so affected and Outstanding at the time such consent is given; *provided, however*, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain Outstanding, the consent of the Owners of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bonds, or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of this Master Indenture if the same adversely affects or diminishes the rights of the Owners of Bonds of such Series. The Trustee may in its discretion determine whether or not the rights of

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

the Owners of Bonds of any particular Series or maturity would be adversely affected or diminished by any such modification or amendment, and its determination shall be binding and conclusive on the County and all Owners of the Bonds.

*Consent of Owners.* The County may at any time authorize the execution and delivery of a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 1102, to take effect when and as provided in this Section. Upon the authorization of such Supplemental Indenture, a copy thereof shall be delivered to and held by the Trustee for the inspection of the Owners. A copy of such Supplemental Indenture (or summary thereof or reference thereto in form approved by the Trustee) together with a request to Owners for their consent thereto in form satisfactory to the Trustee, shall be mailed to the Owners, but failure to mail such copy and request shall not affect the validity of such Supplemental Indenture when consented to as in this Section provided. Such Supplemental Indenture shall not be effective unless and until, and shall take effect in accordance with its terms when (a) there shall have been filed with the Trustee (i) the written consents of the Owners of the required principal amount of Outstanding Bonds, and (ii) a Counsel's Opinion stating that the execution and delivery of such Supplemental Indenture has been duly authorized by the County in accordance with the provisions of this Master Indenture, is authorized or permitted by this Master Indenture and, when effective, will be valid and binding upon the County, the Owners and the Trustee, and (b) a notice shall have been mailed as hereinafter in this Section provided. A certificate or certificates by the Trustee delivered to the County that consents have been given by the Owners of the Bonds described in such certificate or certificates of the Trustee shall be conclusive. Any such consent shall be binding upon the Owner of the Bonds giving such consent and upon any subsequent Owner of such Bonds and of any Bonds issued in exchange therefor whether or not such subsequent Owner has notice thereof; *provided, however*, that any consent may be revoked by any Owner of such Bonds by filing with the Trustee, prior to the time when the Trustee's written statement hereafter in this Section referred to is filed, a written revocation, with proof that such Bonds are held by the signer of such revocation. The fact that a consent has not been revoked may be proved by a certificate of the Trustee to the effect that no revocation thereof is on file with it. Any consent, or revocation thereof, may be delivered or filed prior to any mailing or publication required by this Article and shall not be deemed ineffective by reason of such prior delivery or filing. Within 30 days of any date on which the consents on file with the Trustee and not theretofore revoked shall be sufficient under this Section, the Trustee shall make and deliver to the County a written statement that the consents of the Owners of the required principal amount of Outstanding Bonds have been filed with the Trustee. Such written statement shall be conclusive that such consents have been so filed. Any time thereafter notice, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required principal amount of Outstanding Bonds and will be effective as provided in this Section, shall be given by mailing to the Owners (but failure to mail such notice or any defect therein shall not prevent such Supplemental Indenture from becoming effective and binding). The Trustee shall deliver to the County proof of the mailing of such notice. A record, consisting of the information required or permitted by this Section to be delivered by or to the Trustee, shall be proof of the matters therein stated.

*Section 1103. Modifications by Unanimous Action.* The Indenture and the rights and obligations of the County and of the Owners of the Bonds thereunder may be modified or amended in any respect by a Supplemental Indenture effecting such modification or amendment and with the consents of the Owners of all the Bonds then Outstanding, each such consent to be accompanied by proof of the holding at the date of such consent of the Bonds with respect to which such consent is given. Such Supplemental Indenture shall take effect upon the filing (a) with the Trustee of (i) a copy thereof, (ii) such consents and accompanying proofs and (iii) the Counsel's Opinion referred to in Section 1103 and (b) with the County of the Trustee's written statement that the consents of the Owners of all Outstanding Bonds have been filed with it. No mailing or publication of any Supplemental Indenture (or reference thereto or summary thereof) or of any request or notice shall be required. No such modification or

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

amendment, however, shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

*Section 1104. Exclusion of Bonds.* Bonds owned or held by or for the account of the County shall not be deemed Outstanding and shall be excluded for the purpose of any calculation required by this Article. At the time of any consent or other action taken under this Article, the County shall furnish the Trustee a certificate of an Authorized Officer, upon which the Trustee may rely, identifying all Bonds so to be excluded.

*Section 1105. Notation on Bonds.* Bonds authenticated and delivered after the effective date of any action taken as in Article X or this Article provided may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the County and the Trustee as to such action, and upon demand of the Owner of any Bond Outstanding at such effective date and presentation of its Bond to the Trustee, suitable notation shall be made on such Bond by the Trustee as to any such action. If the County or the Trustee shall so determine, new Bonds so modified which, in the opinion of the Trustee and the County, conform to such action may be prepared, authenticated and delivered, and upon demand of the Owner of any Bond then Outstanding shall be exchanged, without cost to such Owner, for such Bond then Outstanding.

### ARTICLE XII MISCELLANEOUS

*Section 1201. Defeasance.*

(A) If the County shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Master Indenture, then the pledge of any Pledged Sales Tax Revenues and other moneys and securities pledged under this Master Indenture and all covenants, agreements and other obligations of the County to the Owners shall thereupon be discharged and satisfied. In such event, the Trustee, upon request of the County, shall provide an accounting of the assets managed by the Trustee to be prepared and filed with the County for any year or part thereof requested, and shall execute and deliver to the County all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to the County all moneys and securities held by them pursuant to this Master Indenture which are not required for the payment of Bonds not previously surrendered for such payment or redemption. If the County shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Outstanding Bonds of a particular Series, maturity within a Series or portion of any maturity within a Series (which portion shall be selected by lot by the Trustee in the manner provided in Section 404 hereof for the selection of Bonds to be redeemed in part), the principal or Redemption Price, if applicable, thereof and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Master Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under this Master Indenture, and all covenants, agreements and obligations of the County to the Owners of such Bonds and to the Trustee shall thereupon be discharged and satisfied.

(B) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust by the Escrow Agent at or prior to their maturity or redemption date shall be deemed to have been paid within the meaning of and with the effect expressed in this Section 1201 if the County shall have delivered to or deposited with the Escrow Agent (a) irrevocable instructions to pay or redeem all of said Bonds in specified amounts no less than the respective amounts of, and on specified dates no later than the respective due dates of, their principal, (b) irrevocable instructions to publish or

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

mail the required notice of redemption of any Bonds so to be redeemed, (c) either moneys in an amount which shall be sufficient, or Defeasance Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to each specified redemption date or maturity date thereof, as the case may be, and (d) if any of said Bonds are not to be redeemed within the next succeeding 60 days, irrevocable instructions to mail to all Owners of said Bonds a notice that such deposit has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, of said Bonds. The Defeasance Obligations and moneys deposited with the Trustee pursuant to this Section shall be held in trust for the payment of the principal or Redemption Price, if applicable, and interest on said Bonds. No payments of principal of any such Defeasance Obligations or interest thereon shall be withdrawn or used for any purpose other than the payment of such principal or Redemption Price of, or interest on, said Bonds unless after such withdrawal the amount held by the Trustee and interest to accrue on Defeasance Obligations so held shall be sufficient to provide fully for the payment of the principal of or Redemption Price and interest on such Bonds, at maturity or upon redemption, as the case may be.

(C) Amounts deposited with the Trustee for the payment of the principal of and interest on any Bonds deemed to be paid pursuant to this Section 1201, if so directed by the County, shall be applied by the Trustee to the purchase of such Bonds in accordance with this subsection. Bonds for which a redemption date has been established may be purchased on or prior to the forty-fifth (45th) day preceding the redemption date. The principal amount of Bonds to be redeemed shall be reduced by the principal amount of Bonds so purchased. Bonds which mature on a single future date may be purchased at any time prior to the maturity date. All such purchases shall be made at prices not exceeding the applicable principal amount or Redemption Price established pursuant to paragraph (B) of this Section 1201, plus accrued interest, and such purchases shall be made in such manner as the Trustee shall determine. No purchase shall be made by the Trustee pursuant to this subsection if such purchase would result in the Trustee holding less than the moneys and Defeasance Obligations required to be held for the payment of all other Bonds deemed to be paid pursuant to this Section 1201.

(D) The County may purchase with any available funds any Bonds deemed to be paid pursuant to this Section 1201 in accordance with this subsection. Bonds for which a redemption date has been established may be purchased by the County on or prior to the forty-fifth (45th) day preceding the redemption date. On or prior to the forty-fifth (45th) day preceding the redemption date the County shall give notice to the Trustee of its intention to surrender such Bonds on the redemption date. The Trustee shall proceed to call for redemption the remainder of the Bonds due on the redemption date and shall pay to the County on the redemption date the Redemption Price of and interest on such Bonds upon surrender of such Bonds to the Trustee. Bonds which mature on a single future date may be purchased at any time prior to the maturity date. The Trustee shall pay to the County the principal amount of and interest on such Bonds upon surrender of such Bonds on the maturity date.

(E) Any time after any Bonds are deemed to be paid pursuant to this Section 1201, the County shall not at any time permit any of the proceeds of the Bonds or any other funds of the County to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in the Code and Regulations.

(F) Each Fiduciary shall continue to be entitled to reasonable compensation for all services rendered under this Master Indenture, notwithstanding that any Bonds are deemed to be paid pursuant to this Section 1201.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(G) Anything in this Master Indenture to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds which remain unclaimed for two years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for two years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such Bonds become due and payable, shall, at the written request of the County, be repaid by the Fiduciary to the County, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the County for the payment of such Bonds.

### *Section 1202. Evidence of Signatures of Owners and Ownership of Bonds.*

(A) Any request, consent, revocation of consent or other instrument which this Master Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any Person of the Bonds shall be sufficient for any purpose of this Master Indenture (except as otherwise herein expressly provided) if made in the following manner, or in any other manner satisfactory to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

- (1) The fact and date of the execution by any Owner or its attorney of such instruments may be proved by a guarantee of the signature thereon by a bank, national banking association or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instruments acknowledged to that Person the execution thereof, or by an affidavit of witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of authority.
- (2) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the registration book maintained by the Registrar.

(B) Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the County or any Fiduciary in accordance therewith.

*Section 1203. Moneys Held for Particular Bonds.* The amounts held by any Fiduciary for the payment of interest, principal or Redemption Price due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto.

*Section 1204. Preservation and Inspection of Documents.* All documents received by any Fiduciary under the provisions of this Master Indenture, shall be retained in its possession and shall be subject at all reasonable times to the inspection of the County, any other Fiduciary, and any Owner and their agents and their representatives, any of whom may make copies thereof.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

*Section 1205. Cancellation and Destruction of Bonds.* All Bonds paid or redeemed, either at or before maturity, and all mutilated Bonds surrendered pursuant to Section 307, shall be delivered to the Trustee when such payment or redemption is made or upon surrender, as the case may be, and such Bonds, together with all Bonds purchased by the Trustee, shall thereupon be promptly cancelled. Bonds so cancelled may at any time be destroyed by the Trustee, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds so destroyed, and one executed certificate shall be delivered to the County and the other retained by the Trustee.

*Section 1206. Parties Interested Herein.* Nothing in this Master Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the County, the Fiduciaries and the Owners of the Bonds, any right, remedy or claim under or by reason of this Master Indenture or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Master Indenture contained by and on behalf of the County shall be for the sole and exclusive benefit of the County, the Fiduciaries and the Owners of the Bonds.

*Section 1207. No Recourse on the Bonds.*

(A) No recourse shall be had for the payment of the principal or Redemption Price of or interest on the Bonds or for any claim based thereon or on this Master Indenture against any past, present or future member, director, officer, employee or agent of the County, or any successor, public body or any person executing the Bonds, either directly or through the County, under any rule of law or equity, statute or constitution or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Master Indenture and the issuance of the Bonds.

(B) No officer, director, agent or employee of the County shall be individually or personally liable for the payment of the principal or Redemption Price of or interest on the Bonds; but nothing herein contained shall relieve any such officer, director, agent or employee from the performance of any official duty provided by law.

(C) All covenants, stipulations, obligations and agreements of the County contained in this Master Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the County to the full extent authorized and permitted by the Constitution and laws of the State, and no covenants, stipulations, obligations or agreements contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, director, agent or employee of the County in his or her individual capacity, and no officer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issue thereof. No officer, director, agent or employee of the County shall incur any personal liability in acting or proceeding or in not acting or not proceeding in accordance with the terms of this Master Indenture.

*Section 1208. Successors and Assigns.* Whenever in this Master Indenture the County is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Master Indenture contained by or on behalf of the County shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

*Section 1209. Severability of Invalid Provisions.* If any one or more of the covenants or agreements provided in this Master Indenture on the part of the County or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Master Indenture.

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

*Section 1210. Notices.* Any notice, demand, direction, request or other instruments authorized or required by this Master Indenture to be given to, delivered to or filed with the County or the Trustee shall be deemed to have been sufficiently given, delivered or filed for all purposes of the Indenture if and when sent by registered mail, return receipt requested:

To the County, if addressed to: County of Cook, Illinois  
118 North Clark Street, Room 1127  
Chicago, Illinois 60602  
Attention: Chief Financial Officer

or at such other address as may be subsequently designated in writing by the County to the Trustee; and

To the Trustee, if addressed to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

or at such other address as may be subsequently designated in writing by the Trustee to the County.

*Section 1211. Construction.* The Indenture and all Supplemental Indentures shall be construed in accordance with the provisions of Illinois law without reference to its conflict of law principles.

*Section 1212. Headings Not a Part of This Master Indenture.* Any headings preceding the texts of the several Articles and Sections hereof, and any Table of Contents appended to copies hereof, are solely for convenience of reference and do not constitute a part of this Master Indenture, nor do they affect its meaning, construction or effect.

*Section 1213. Multiple Counterparts.* The Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County of Cook, Illinois has caused this Master Indenture to be executed in its name and its behalf by its Chief Financial Officer and \_\_\_\_\_ of \_\_\_\_\_ has caused this Master Indenture to be executed in its behalf by its [Vice President] and its corporate seal to be impressed hereon and attested by its Trust Officer, all as of the day and year first above written.

**EXHIBIT C**

This FIRST SUPPLEMENTAL TRUST INDENTURE dated as of August 1, 2012 (the "*First Supplemental Indenture*"), by and between the County of Cook, Illinois, a county and home rule unit of local government organized and existing under the laws of the State of Illinois (the "*County*"), and \_\_\_\_\_, a \_\_\_\_\_ duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with its principal corporate trust office located in \_\_\_\_\_, \_\_\_\_\_ as Trustee (the "*Trustee*").

**WITNESSETH**

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

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

WHEREAS, the County deems it to be in the best interests of the inhabitants of the County and necessary for the welfare of the government and affairs of the County to finance surface transportation and highway improvements, including, but not limited to, arterial street and highway construction and resurfacing, bridge and other structural improvements and repairs, traffic signal modernization, new traffic signal installation and median construction (collectively, the “*Series 2012 Project*”), which Series 2012 Project qualifies as a “Project” (as defined in the Master Indenture); and

WHEREAS, pursuant to an ordinance duly adopted by the County Commissioners on [July 24], 2012, the County has duly authorized the issuance of its \$\_\_\_\_\_ aggregate principal amount Sales Tax Revenue Bonds, Series 2012 (the “*Series 2012 Bonds*”), for the purposes of financing the Series 2012 Project and paying the expenses of issuing the Series 2012 Bonds; and

WHEREAS, the Series 2012 Bonds are to be issued under the Master Indenture and this First Supplemental Indenture (hereinafter sometimes collectively referred to as the “*Indenture*”); and

WHEREAS, the Series 2012 Bonds will be secured by a pledge of the Pledged Sales Tax Revenues (as defined in the Master Indenture); and

WHEREAS, all things necessary: (i) to make the Series 2012 Bonds, when authenticated by the Trustee and issued as provided in the Master Indenture and this First Supplemental Indenture, the valid, binding and legal obligations of the County according to the import thereof, and (ii) to constitute the Master Indenture, as supplemented by this First Supplemental Indenture, a valid pledge of and grant of a lien on the Pledged Sales Tax Revenues to secure the payment of the principal of, premium, if any, and interest on the Series 2012 Bonds, have been done and performed, in due form and time, as required by law; and

WHEREAS, the execution and delivery of this First Supplemental Indenture and the execution and issuance of the Series 2012 Bonds, subject to the terms of the Indenture, have in all respects been duly authorized.

### GRANTING CLAUSES

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

That in order to secure the payment of the principal of, premium, if any, and interest on the Series 2012 Bonds issued hereunder, according to the import thereof, and the performance and observance of each and every covenant and condition herein, in the Master Indenture and in the Series 2012 Bonds contained, and for and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and the purchase and acceptance of the Series 2012 Bonds by the respective Owners (as hereinafter defined) thereof, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Series 2012 Bonds shall be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Owners thereof, the County does hereby pledge and grant a lien upon the Trust Estate defined in and established under the Master Indenture to the Trustee and its successors in trust and assigns, all to the extent provided in the Indenture.

BUT IN TRUST NEVERTHELESS, for the equal and proportionate benefit and security of the Series 2012 Bonds issued hereunder and all Bonds (as defined in the Master Indenture) issued under and secured by the Indenture, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of any one Bond over any other or from the others by reason of priority in the issue or negotiation thereof or by reason of the date or dates of maturity thereof, or for any other reason



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

whatsoever (except as expressly provided in the Indenture), so that each and all of such Bonds shall have the same right, lien and privilege under the Indenture and shall be equally secured thereby, with the same effect as if the same had all been made, issued and negotiated upon the delivery hereof (all except as expressly provided in the Indenture, as aforesaid).

PROVIDED FURTHER, HOWEVER, that these presents are upon the condition that, if the County, or its successors, shall well and truly pay or cause to be paid, or provide for the payment of all principal, premium, if any, and interest on the Series 2012 Bonds due or to become due thereon, at the times and in the manner stipulated therein and herein, then this First Supplemental Indenture and the rights hereby granted with respect to the Series 2012 Bonds shall cease, terminate and be void, but shall otherwise be and remain in full force.

AND IT IS HEREBY COVENANTED AND AGREED by and among the County, the Trustee and the Owners from time to time of the Series 2012 Bonds, that the terms and conditions upon which the Series 2012 Bonds are to be issued, authenticated, delivered, secured and accepted by all Persons who shall from time to time be or become the Owners thereof, and the trusts and conditions upon which the moneys and securities hereby pledged are to be held and disposed of, which trusts and conditions the Trustee hereby accepts, are as follows:

### ARTICLE XIII DEFINITIONS

*Section 1301. Definitions.* The following terms shall, for all purposes of this First Supplemental Indenture, have the following meanings unless a different meaning clearly appears from the context:

“*Indenture*” means the Master Indenture, as from time to time amended and supplemented, and particularly as supplemented by the First Supplemental Indenture.

“*Master Indenture*” means the Master Trust Indenture, dated as of [August] 1, 2012, by and between the County and the Trustee, authorizing the issuance of Sales Tax Revenue Bonds of the County.

“*Series 2012 Bond Insurance Policy*” means the municipal bond new issue insurance policy issued by the Series 2012 Bond Insurer that guarantees the scheduled payment of principal of and interest on the Series 2012 Bonds when due.]

“*Series 2012 Bonds*” means the Sales Tax Revenue Bonds, Series 2012, of the County, authorized by Section 201 hereof.

“*Series 2012 Bond Insurer*” \_\_\_\_\_ and its successors and assigns, and any surviving, resulting or transferee corporation, or any successor thereto.

“*Series 2012 Costs of Issuance Account*” means the account by that name created in Section 401 hereof.

“*Series 2012 Project*” shall have the meaning assigned to such term in the preambles to this Indenture.

“*Series 2012 Project Account*” means the account established under Section 401 hereof

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Unless otherwise specifically provided in this First Supplemental Indenture, all terms defined in Article I of the Master Indenture shall have the same meaning in this First Supplemental Indenture as if expressly defined herein.

*Section 1302. Miscellaneous Definitions.* As used herein, and unless the context shall otherwise indicate, all words and terms shall include the plural as well as the singular number.

As used herein, the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this First Supplemental Indenture.

Unless the context shall otherwise indicate, references herein to articles, sections, subsections, clauses, paragraphs and other subdivisions refer to the designated articles, sections, subsections, clauses, paragraphs and other subdivisions of this First Supplemental Indenture as originally executed. All words and terms importing the masculine gender shall, where the context requires, import the feminine gender and vice versa.

**ARTICLE XIV  
AUTHORIZATION AND ISSUANCE OF SERIES 2012 BONDS**

*Section 1401. Authorization of Series 2012 Bonds.*

(A) The total principal amount of Series 2012 Bonds that may be issued under this First Supplemental Indenture is expressly limited to \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to finance the Series 2012 Project and pay costs in connection with the issuance of the Series 2012 Bonds. Such series of Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series, by the title “Sales Tax Revenue Bonds, Series 2012.”

(B) The Series 2012 Bonds shall be in fully registered form and shall be initially dated the date of issuance thereof. Series 2012 Bonds authenticated and delivered after \_\_\_\_\_, 20\_\_ shall be dated the [\_\_\_\_\_] or [\_\_\_\_\_] preceding the date of their authentication and delivery to which interest has been paid or duly provided for, except Series 2012 Bonds authenticated and delivered on a [\_\_\_\_\_] or [\_\_\_\_\_] to which interest has been paid or duly provided shall be dated on a [\_\_\_\_\_] or [\_\_\_\_\_].

(C) All Series 2012 Bonds shall bear interest payable on each Interest Payment Date, computed on the basis of a 360-day year consisting of twelve 30-day months.

(D) The Series 2012 Bonds shall mature on November 15 of each of the years and in the principal amounts and shall bear interest at the respective rates per annum set forth below:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
-------------	-----------------------------	--------------------------

(E) The Series 2012 Bonds shall be in Authorized Denominations (but no single Series 2012 Bond shall represent principal maturing on more than one date) and shall be numbered consecutively but need not be authenticated or delivered in consecutive order. The Series 2012 Bonds and the Trustee’s Certificate of Authentication shall be in substantially the form set forth in Exhibit A attached hereto and

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

by reference made a part hereof with such variations, omissions or insertions as are required or permitted by this First Supplemental Indenture.

(F) The Principal and Redemption Price of the Series 2012 Bonds shall be payable at the designated corporate trust offices of the Trustee, in Chicago, Illinois, as Paying Agent, and at such offices of any co-Paying Agent or successor Paying Agent or Paying Agents for the Series 2012 Bonds appointed pursuant to the Indenture. The payment of interest on the Series 2012 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2012 Bonds by check or draft mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Record Date, at his address as it appears on the Bond Register. Any Owner of any of the Series 2012 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Trustee and Paying Agent, upon requesting the same in a writing received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Trustee and Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date. To the extent not otherwise expressly provided in this Section 201, the Series 2012 Bonds shall be subject to the general terms and provisions set forth in Article III of the Master Indenture.

(G) The net proceeds, [including accrued interest], of the Series 2012 Bonds upon receipt shall be deposited as follows:

(i) [\$ \_\_\_\_\_ shall be deposited into the Interest Sub-Account and applied pursuant to Section 504(B)(1) of the Master Indenture; ]

(ii) \$\_\_\_\_\_ shall be deposited into the Series 2012 Project Account and applied pursuant to Section 503(B) of the Master Indenture; and

(iii) \$\_\_\_\_\_ shall be applied by the Chief Financial Officer to the payment of the costs of issuance of the Series 2012 Bonds, [including payment of the premium for the Series 2012 Bond Insurance Policy] and any such amounts not so applied on the date of issuance of the Series 2012 Bonds shall be deposited by the County in the Series 2012 Costs of Issuance Account and applied pursuant to Section 402(A) hereof.

*Section 1402. Authentication of Series 2012 Bonds.* The Series 2012 Bonds shall be authenticated as set forth in the Master Indenture. The Series 2012 Bonds shall be issued only as one fully registered bond per maturity and deposited with The Depository Trust Company, New York, New York ("DTC"), who is responsible for establishing and maintaining records of ownership for its participants. In the event DTC, any successor of DTC or the County elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2012 Bonds may be exchanged for an equal aggregate principal amount of the Series 2012 Bonds in other Authorized Denominations and of the same maturity upon surrender thereof at the corporate trust office of the Trustee.

### ARTICLE XV REDEMPTION OF BONDS

*Section 1501. Mandatory Sinking Fund and Optional Redemption of Series 2012 Bonds*

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

(A) Mandatory Sinking Fund Redemption.

The Series 2012 Bonds maturing on November 15, 20\_\_ are subject to redemption prior to maturity at a Redemption Price equal to the principal amount thereof, by application by the Trustee of funds on deposit to the credit of the Principal Sub-Account. Deposits to be applied to Sinking Fund Installments shall be made during each Fiscal Year into the Principal Sub-Account in amounts which will make possible the retirement, by purchase during the Fiscal Year or by redemption on the first day of the following Fiscal Year, of Series 2012 Bonds maturing on said date in the aggregate principal amounts set forth in the following table opposite each such following Fiscal Year, as adjusted pursuant to Section 505 of the Master Indenture:

SERIES 2012 BONDS DUE \_\_\_\_\_, 20\_\_

REDEMPTION DATE (_____)	FISCAL YEAR OF DEPOSITS	AMOUNT
----------------------------	----------------------------	--------

(B) Optional Redemption.

The Series 2012 Bonds maturing on and after November 15, 20\_\_ are subject to redemption at the election or direction of the County prior to maturity in whole or in part in any order of maturity designated by the County, in integral multiples of \$5,000, on any date on or after \_\_\_\_\_, 20\_\_, at a Redemption Price of \_\_\_% of the aggregate principal amount of the Series 2012 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

*Section 1502. Provisions for Redemption of Series 2012 Bonds.* Series 2012 Bonds shall be redeemed in accordance with the provisions and requirements of Article IV of the Master Indenture.

**Article XVI  
REVENUES AND FUNDS**

*Section 1601. Establishment of Series 2012 Project Account.* In connection with the issuance of the Series 2012 Bonds, the County hereby establishes a separate, segregated account within the Project Fund to be known as the "Series 2012 Project Account." Proceeds of the Series 2012 Bonds shall be deposited into the Project Account as provided in Section 503(A) of the Master Indenture. Amounts on deposit in the Series 2012 Project Account shall be applied upon the written direction of an Authorized Officer to pay the costs of the Series 2012 Project and to pay the costs related to the issuance of the Series 2012 Bonds.

*Section 1602. Establishment of Series 2012 Costs of Issuance Account.* In connection with the issuance of the Series 2012 Bonds, the County hereby establishes a separate, segregated account within the Project Fund to be known as the "Series 2012 Costs of Issuance Account." Proceeds of the Series 2012 Bonds shall be deposited into the Series 2012 Costs of Issuance Account as provided in Section 503(A) of the Master Indenture. Amounts on deposit in the Series 2012 Costs of Issuance Account shall be applied upon the written direction of an Authorized Officer to pay the costs related to the issuance of the Series 2012 Bonds.

Moneys in the Series 2012 Costs of Issuance Account shall be invested at the direction of an Authorized Officer to the fullest extent practicable in Investment Securities maturing in such amounts and at such times as may be necessary to provide funds when needed to pay the costs related to the issuance of

## **JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

the Series 2012 Bonds. The County may, and to the extent required for payments from the Series 2012 Costs of Issuance Account shall, sell any such Investment Securities at any time, and the proceeds of such sale, and of all payments at maturity and upon redemption of such investments, shall be held in the Series 2012 Costs of Issuance Account. Earnings received on moneys or securities in the Series 2012 Costs of Issuance Account shall be held as a part of such Account and available for the purposes for which moneys in such Account are otherwise held. Any amounts remaining in the Series 2012 Costs of Issuance Account on December 31, 2012 shall be transferred to the Series 2012 Project Account.

### **ARTICLE XVII [PROVISIONS RELATING TO SERIES 2012 BOND INSURANCE POLICY AND SERIES 2012 BOND INSURER]**

### **ARTICLE XVIII MISCELLANEOUS PROVISIONS**

*Section 1801. Supplements and Amendments.* The County and the Trustee may supplement or amend this First Supplemental Indenture in the manner set forth in Articles X and XI of the Master Indenture.

*Section 1802. Effect of Master Indenture.* To the extent not otherwise expressly provided for in this First Supplemental Indenture, all terms and provisions relating to the Series 2012 Bonds, the application of the proceeds thereof, the collection and application of the Pledged Sales Tax Revenues, and the rights and obligations of the County, the Fiduciaries and the Owners of the Series 2012 Bonds shall be governed by the provisions of the Master Indenture, which provisions are hereby ratified and confirmed.

*Section 1803. Parties Interested Herein.* Nothing in this First Supplemental Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the County, the Fiduciaries and the Owners of the Bonds, any right, remedy or claim under or by reason of the Indenture or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in the Indenture contained by and on behalf of the County shall be for the sole and exclusive benefit of the County, the Fiduciaries and the Owners of the Bonds.

*Section 1804. No Recourse on the Bonds.*

(A) No recourse shall be had for the payment of the Principal or Redemption Price of or interest on the Series 2012 Bonds or for any claim based hereon or on the Indenture against any past, present or future member, director, officer, employee or agent of the County, or any successor, public body or any person executing the Series 2012 Bonds, either directly or through the County, under any rule of law or equity, statute or institution or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of an in consideration for the execution of this First Supplemental Indenture and the issuance of the Series 2012 Bonds.

(B) No officer, director, agent or employee of the County shall be individually or personally liable for the payment of the Principal or Redemption Price of or interest on the Series 2012 Bonds; but nothing herein contained shall relieve any such officer, director, agent or employee from the performance of any official duty provided by law.

(C) All covenants, stipulations, obligations and agreements of the County contained in the Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the County to the full extent authorized and permitted by the Constitution and laws of the State, and no covenants,

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

stipulations, obligations or agreements contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, director, agent or employee of the County in his or her individual capacity, and no officer executing the Series 2012 Bonds shall be liable personally on the Series 2012 Bonds or be subject to any personal liability accountability by reason of the issue thereof. No officer, director, agent or employee of the County shall incur any personal liability in acting or proceeding or in not acting or not proceeding in the Ordinance with the terms of the Indenture.

*Section 1805. Successors and Assigns.* Whenever in this First Supplemental Indenture the County is named or referred to, it shall be deemed to include its successors and assigns and all covenants and agreements in the Indenture contained by or on behalf of the County shall bind inure to the benefit of its successors and assigns whether so expressed or not.

*Section 1806. Severability of Invalid Provisions.* If any one or more of the covenants or ingredients provided in this First Supplemental Indenture on the part of the County or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements; and shall in no way affect the validity of any other provisions of the Indenture.

*Section 1807. Notices.* Any notice, demand, direction, request or other instruments authorized or required by the Indenture to be given to, delivered to or filed with the County or the Trustee shall be deemed to have been sufficiently given, delivered or filed for all purposes of the Indenture if and when sent by registered mail, return receipt requested:

To the County, if addressed to: County of Cook, Illinois  
118 North Clark Street, Room 1127  
Chicago, Illinois 60602  
Attention: Chief Financial Officer

and at such other address as may be subsequently designated in writing by the County to the Trustee; and

To the Trustee, if addressed to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

and at such other address as may be subsequently designated in writing by the Trustee to the County.

*Section 1808. Construction.* This First Supplemental Indenture shall be construed in accordance with the provisions of State law without reference to its conflict of law principles.

*Section 1809. Headings Not a Part of This First Supplemental Indenture.* Any headings preceding the texts of the several Articles and Sections hereof, and any Table of Contents appended to copies hereof, are solely for convenience of reference and do not constitute a part of this Indenture, nor do they affect its meaning, construction or effect.

*Section 1810. Multiple Counterparts.* This First Supplemental Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

IN WITNESS WHEREOF, the County of Cook, Illinois has caused this First Supplemental Indenture to be executed in its name and its behalf by its Chief Financial Officer and \_\_\_\_\_, \_\_\_\_\_ has caused this Indenture to be executed in its behalf by its Vice President and its corporate seal to be impressed hereon and attested by its Trust Officer, all as of the day and year first above written.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

319031 Transmitting a Communication, dated July 6, 2012 from

THOMAS J. DART, Sheriff of Cook County  
by  
ALEXIS HERRERA, Chief Financial Officer, Cook County Sheriff's Office  
and  
MARIA DE LOURDES COSS, Chief Procurement Officer

Requesting authorization for the Chief Procurement Officer to enter into and execute a contract with CBM Managed Services, Sioux Falls, South Dakota, for Food Service for the Cook County Department of Corrections, Sheriff's Women's Justice Programs, Boot Camp, Department of Reentry and Diversion and Court Services.

Reason: On October 17, 2011, a Request for Proposal was issued for Food Service Management for the Cook County Sheriff's Office. The RFP process was followed in accordance with the Cook County Procurement Code. Proposals were received on November 30, 2011 and an evaluation process was conducted based on the evaluation criteria outlined in the RFP document. It was determined that CBM Managed Services offered the best value. Upon board approval, the contract will be assigned to CBM Premier Management LLC as indicated in their proposal. This will strengthen the local participation within the structure of the team.

In addition CBM Managed Services also provided revenue opportunities for both Cook County General Funds and Inmate Welfare Funds.

Estimated Fiscal Impact: \$38,360,583.23. 212-223 \$869,998.17; 230-231 \$179,088.00; 235-223 \$1,440,752.04; 236-223 \$1,753,233.45; 239-223 \$34,117,511.57 Accounts.  
Contract period: Thirty-Six months with three (3) additional one-year renewal options.

Approval of this item would commit Fiscal Years 2013, 2014, 2015 funds.

**\*Referred to the Committee on Finance on 7/10/12.**

**Commissioner Garcia, seconded by Commissioner Suffredin moved to Approve Communication No. 319031.**

Chairman Daley asked the Secretary of the Board to call upon the registered public speaker, in

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

accordance with Cook County Code, Sec. 2-107(dd).

1. Richard Prendergast, Attorney representing Aramark, LLC

**Commissioner Murphy, seconded by Commissioner Gorman moved to Defer Communication No. 319031 to the Finance Committee Meeting of September 10, 2012. Commissioner Tobolski called for a roll call, the vote of yeas and nays being as follows:**

**Roll Call on Motion to Defer Communication No. 319031  
to the Finance Committee Meeting of September 10, 2012.**

**Yeas: Commissioners Gainer, Gorman, Murphy, Silvestri and Steele (5)**

**Nays: Chairman Daley, Commissioners Butler, Garcia, Suffredin and Tobolski (5)**

**Absent: Vice Chairman Sims, Commissioners Beavers, Collins, Fritchey, Goslin, Reyes and Schneider (7)**

**The motion to Defer Communication No. 319031 Failed.**

**Roll Call on Motion to Approve  
Communication No. 319031**

**Yeas: Commissioners Butler, Garcia, Suffredin and Tobolski (4)**

**Nays: Commissioners Gainer, Gorman, Murphy, Silvestri and Steele (5)**

**Present: Chairman Daley (1)**

**Absent: Vice Chairman Sims, Commissioners Beavers, Collins, Fritchey, Goslin, Reyes and Schneider (7)**

**The motion to Approve Communication No. 319031 Failed.**

Chairman Daley recessed the meeting to Tuesday, July 24, 2012 at 10:00 a.m.

Chairman Daley reconvened the recessed meeting of July 23, 2012, on Tuesday, July 24, 2012 at 10:00 a.m.

**Commissioner Steele, seconded by Commissioner Suffredin moved to reconsider the vote by which Communication No. 319031 was not recommended for Approval. The motion carried on a voice vote.**

**Commissioner Steele, seconded by Commissioner Suffredin moved to Approve Communication No. 319031. A roll call vote was requested and the vote of yeas and nays being as follows:**

**Roll Call on Motion to Approve  
Communication No. 319031**

**Yeas: Vice Chairman Sims, Commissioners Beavers, Butler, Gainer, Garcia, Gorman,**



**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**Goslin, Reyes, Schneider, Silvestri, Steele, Suffredin and Tobolski (13)**

**Nays: Commissioner Murphy (1)**

**Present: Chairman Daley and Commissioner Fritchey (2)**

**Absent: Commissioner Collins (1)**

**The motion carried and Communication No. 319031 was Approved.**

**Commissioner Beavers, seconded by Vice Chairman Sims moved to reconsider the vote by which Communication No. 319031 was approved. The motion failed.**

**Commissioner Silvestri, seconded by Vice Chairman Sims, moved to adjourn. The motion carried and the meeting was adjourned.**

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

Communication Number 318664	Approve as amended
Communication Number 318990	Approve as amended
Communication Number 319031	Approved

Respectfully submitted,

COMMITTEE ON FINANCE

JOHN P. DALEY, Chairman

ATTEST: MATTHEW B. DeLEON, Secretary

\_\_\_\_\_  
Commissioner Daley, seconded by Commissioner Sims, moved that the Report of the Committee on Finance be approved and adopted. **The motion carried unanimously.**

**REPORT OF THE COMMITTEE ON FINANCE**

July 24, 2012

The Honorable,  
The Board of Commissioners of Cook County

**ATTENDANCE**

**Present: President Preckwinkle and Chairman Daley, Vice Chairman Sims, Commissioners Butler, Beavers, Fritchey, Gainer, Garcia, Gorman, Goslin, Murphy, Reyes, Schneider, Silvestri, Steele, Suffredin and Tobolski (16)**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Absent: Commissioner Collins (1)

Ladies and Gentlemen:

**SECTION 1**

Your Committee has considered the following court orders submitted by attorneys for payment of fees earned by said attorneys for defending indigent defendants.

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

**APPELLATE CASES**

319080 GILBERT C. SCHUMM, Attorney, presented by the Clerk of the Appellate Court, Steven M. Ravid, submitting an Order of Court to pay the sum of \$4,225.00 attorney fees regarding People of the State of Illinois v. Royrel G. Trial Court No(s). 10-JA-175 and 10-JA-176. Appellate Court No(s). 01-12-0193 and 01-12-0207 (consolidated).

319081 GILBERT C. SCHUMM, Attorney, presented by the Clerk of the Appellate Court, Steven M. Ravid, submitting an Order of Court to pay the sum of \$4,190.88 attorney fees regarding People of the State of Illinois v. Dante M. Trial Court No(s). 07-JA-038. Appellate Court No(s). 01-12-0238.

APPELLATE CASES APPROVED FISCAL YEAR 2012 TO PRESENT:	\$96,509.04
APPELLATE CASES TO BE APPROVED:	\$8,415.88

**CRIMINAL DIVISION**

319045 KEVIN PETERS, Attorney, submitting an Order of Court for payment of \$8,493.75 attorney fees for court appointed legal representation of indigent respondent(s), Tariq Anderson. Case No(s). 08-CR-21069.

319119 DEAN N. BASTOUNES, Attorney, submitting an Order of Court for payment of \$1,127.50 attorney fees for court appointed legal representation of indigent respondent(s), Julio Gomez. Case No(s). 12-CR-6354.

CRIMINAL DIVISION CASES APPROVED FISCAL YEAR 2012 TO PRESENT:	\$1,010,281.93
CRIMINAL DIVISION CASES TO BE APPROVED:	\$9,621.25

**DOMESTIC RELATIONS DIVISION CASE**

319051 ARLETTE G. PORTER, Attorney, submitting an Order of Court for payment of \$2,714.69 attorney fees for court appointed legal representation of indigent respondent(s), Kenneth Carmona. Case No(s). 00-D-09308.

DOMESTIC RELATIONS DIVISION CASES APPROVED FISCAL YEAR 2012

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

TO PRESENT: \$36,165.89  
DOMESTIC RELATIONS DIVISION CASE TO BE APPROVED: \$2,714.69

**CHILD PROTECTION DIVISION**

- 319033 PAUL S. KAROLL, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$235.25 attorney fees for court appointed legal representation of indigent respondent(s), A. Tyler, a minor. Case No(s). 08-JA-1103.
- 319034 MARV RAIDBARD, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,512.50 attorney fees for court appointed legal representation of indigent respondent(s), the Medley and Thomas children, minors. Case No(s). 08-JA-70, 11-JA-914 and 11-JA-915.
- 319035 MARV RAIDBARD, Attorney, submitting an Order of Court for payment of \$287.50 attorney fees for court appointed legal representation of indigent respondent(s), Annie Wiggins, Mother, re: S. Wiggins, a minor. Case No(s). 11-JA-320.
- 319036 MARV RAIDBARD, Attorney, submitting an Order of Court for payment of \$137.50 attorney fees for court appointed legal representation of indigent respondent(s), Glenn Baker, Father, re: the Hawkins-Baker children, minors. Case No(s). 10-JA-358 and 11-JA-053.
- 319037 MARV RAIDBARD, Attorney, submitting an Order of Court for payment of \$587.50 attorney fees for court appointed legal representation of indigent respondent(s), Timothy Kaufman, Father, re: the Kaufman children, minors. Case No(s). 02-JA-1861 and 02-JA-1862.
- 319038 ROBERT A. HORWITZ, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,287.50 attorney fees for court appointed legal representation of indigent respondent(s), D. Chambers and M. Jones, minors. Case No(s). 04-JA-161 and 04-JA-162.
- 319039 ROBERT A. HORWITZ, Attorney, submitting an Order of Court for payment of \$206.25 attorney fees for court appointed legal representation of indigent respondent(s), Michael Smith, Father, re: A. Williams, a minor. Case No(s). 09-JA-639.
- 319040 GREGORY M. BALDWIN, Attorney, submitting an Order of Court for payment of \$837.50 attorney fees for court appointed legal representation of indigent respondent(s), Jimmy Lispier, Father, re: the Lispier children, minors. Case No(s.) 07-JA-0283 and 08-JA-0079.
- 319041 PAUL D. KATZ, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$437.50 attorney fees for court appointed legal representation of indigent respondent(s), S. Joplin, a minor. Case No(s). 05-JA-00728.
- 319042 PAUL D. KATZ, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,006.25 attorney fees for court appointed legal representation of indigent respondent(s), D. Young, a minor. Case No(s). 98-JA-02477.
- 319043 STEVEN O. ROSS, Attorney, submitting an Order of Court for payment of \$150.00

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- attorney fees for court appointed legal representation of indigent respondent(s), Maya Thompson, Mother, re: M. Roberts, a minor. Case No(s). 10-JA-1023.
- 319046 JUDITH HANNAH, Attorney, submitting an Order of Court for payment of \$281.70 attorney fees for court appointed legal representation of indigent respondent(s), Barbara Schutzius, Mother, re: the Jelley and Schutzius children, minors. Case No(s). 08-JA-475, 08-JA-476 and 08-JA-477.
- 319047 JUDITH HANNAH, Attorney, submitting an Order of Court for payment of \$1,564.28 attorney fees for court appointed legal representation of indigent respondent(s), Britney Brooks, Mother, re: the Allen, Bowman and Brooks children, minors. Case No(s). 08-JA-506, 11-JA-483, 11-JA-484 and 12-JA-108.
- 319048 JUDITH HANNAH, Attorney, submitting an Order of Court for payment of \$288.40 attorney fees for court appointed legal representation of indigent respondent(s), Nicholas Hampton, Father, re: N. Hampton, a minor. Case No(s). 09-JA-526.
- 319052 WILLIAM J. MCLAUGHLIN, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$175.00 attorney fees for court appointed legal representation of indigent respondent(s), A. Boswell, a minor. Case No(s). 94-JA-05495.
- 319053 BRIAN M. DANLOE, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$2,231.50 attorney fees for court appointed legal representation of indigent respondent(s), the Montgomery and Robinson children, minors. Case No(s). 12-JA-266, 12-JA-267, 12-JA-268, 12-JA-269, 12-JA-270 and 12-JA-417.
- 319054 BRIAN M. DANLOE, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$962.50 attorney fees for court appointed legal representation of indigent respondent(s), the Jackson child, a minor. Case No(s). 12-JA-262.
- 319055 MICHAEL D. STEVENS, LTD., presented by Michael D. Stevens, Attorney, submitting an Order of Court for payment of \$1,575.00 attorney fees for court appointed legal representation of indigent respondent(s), Jaqitta Smith, Mother, re: the Flowers, Smith and Taylor children, minors. Case No(s). 07-JA-356, 11-JA-899 and 11-JA-900.
- 319056 DONNA JEAN RAMEY, Attorney, submitting an Order of Court for payment of \$493.75 attorney fees for court appointed legal representation of indigent respondent(s), Daniel Flores, Father, re: the Flores child, a minor. Case No(s). 09-JA-1135.
- 319057 DONNA JEAN RAMEY, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$518.75 attorney fees for court appointed legal representation of indigent respondent(s), the Smith child, a minor. Case No(s). 10-JA-00015.
- 319058 DONNA JEAN RAMEY, Attorney, submitting an Order of Court for payment of \$837.50 attorney fees for court appointed legal representation of indigent respondent(s), Willie Howard, Father, re: R. Harris, a minor. Case No(s). 08-JA-748.
- 319059 DONNA JEAN RAMEY, Attorney, submitting an Order of Court for payment of \$587.50 attorney fees for court appointed legal representation of indigent respondent(s), Celina Garcia, Mother, re: the Garcia children, minors. Case No(s). 09-JA-457, 09-JA-458, 09-JA-459, 09-JA-460 and 09-JA-461.

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

- 319060 DONNA JEAN RAMEY, Attorney, submitting an Order of Court for payment of \$312.50 attorney fees for court appointed legal representation of indigent respondent(s), Rose Tuttle, Mother, re: the Tuttle child, a minor. Case No(s). 08-JA-428.
- 319061 DONNA JEAN RAMEY, Attorney, submitting an Order of Court for payment of \$562.50 attorney fees for court appointed legal representation of indigent respondent(s), Latoya Collins, Mother, re: the Boston and Collins children, minors. Case No(s). 09-JA-123 and 09-JA-124.
- 319064 ELIZABETH BUTLER, Attorney, submitting an Order of Court for payment of \$622.50 attorney fees for court appointed legal representation of indigent respondent(s), Samuel Santiago, Father, re: the Rodriguez children, minors. Case No(s). 09-JA-659 and 09-JA-661.
- 319065 ILDIKO J. BODONI, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$652.50 attorney fees for court appointed legal representation of indigent respondent(s), A. Martinez, a minor. Case No(s). 06-JA-786.
- 319066 ILDIKO J. BODONI, Attorney, submitting an Order of Court for payment of \$776.25 attorney fees for court appointed legal representation of indigent respondent(s), Richard Bloxton, Father, re: the Bloxton children, minors. Case No(s). 09-JA-465, 09-JA-466.
- 319067 ILDIKO J. BODONI, Attorney, submitting an Order of Court for payment of \$551.25 attorney fees for court appointed legal representation of indigent respondent(s), Alejandro Perez, Father, re: L. Perez, a minor. Case No(s). 09-JA-137.
- 319068 DEAN N. BASTOUNES, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$568.75 attorney fees for court appointed legal representation of indigent respondent(s), the Johnson and Wright children, minors. Case No(s). 10-JA-771, 10-JA-772 and 10-JA-915.
- 319069 DEAN N. BASTOUNES, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$775.00 attorney fees for court appointed legal representation of indigent respondent(s), the Jaudon children, minors. Case No(s). 10-JA-00024 and 11-JA-00439.
- 319070 RAYMOND A. MORRISSEY, Attorney, submitting an Order of Court for payment of \$2,587.50 attorney fees for court appointed legal representation of indigent respondent(s), D'Antoine Windon, Father, re: D. Windon, a minor. Case No(s). 10-JA-530.
- 319071 RODNEY W. STEWART, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$681.25 attorney fees for court appointed legal representation of indigent respondent(s), T. Avery, a minor. Case No(s). 06-JA-869.
- 319072 RODNEY W. STEWART, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$475.00 attorney fees for court appointed legal representation of indigent respondent(s), T. Lomack, a minor. Case No(s). 07-JA-262.
- 319073 RODNEY W. STEWART, Attorney, submitting an Order of Court for payment of \$325.00 attorney fees for court appointed legal representation of indigent respondent(s), Raymond Wisz, Father, re: R. Wisz, a minor. Case No(s). 02-JA-1626.

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

- 319074 BRIAN J. O'HARA, Attorney, submitting an Order of Court for payment of \$881.25 attorney fees for court appointed legal representation of indigent respondent(s), Christopher Swiatek, Sr., Father, re: C. Swiatek, a minor. Case No(s). 06-JA-00863.
- 319075 CHRISTIAN S. COLLIN, Attorney, submitting an Order of Court for payment of \$475.00 attorney fees for court appointed legal representation of indigent respondent(s), Stephanie Olney, Mother, re: J. Avalos, a minor. Case No(s). 08-JA-187.
- 319076 CHRISTIAN S. COLLIN, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$775.00 attorney fees for court appointed legal representation of indigent respondent(s), the Byndum children, minors. Case No(s). 08-JA-382, 08-JA-383 and 08-JA-384.
- 319079 ILDIKO J. BODONI, Attorney, submitting an Order of Court for payment of \$418.75 attorney fees for court appointed legal representation of indigent respondent(s), James Lee, III, Father, re: J. Lee, a minor. Case No(s). 08-JA-277.
- 319082 SHERRI WILLIAMS, Attorney, submitting an Order of Court for payment of \$837.50 attorney fees for court appointed legal representation of indigent respondent(s), John Leech, Father, re: the Leech children, minors. Case No(s). 10-JA-930 and 10-JA-931.
- 319083 GILBERT C. SCHUMM, Attorney, submitting an Order of Court for payment of \$250.00 attorney fees for court appointed legal representation of indigent respondent(s), Laura Cerza, Mother, re: D. Cerza and A. Davila, minors. Case No(s). 08-JA-278 and 10-JA-571.
- 319084 GILBERT C. SCHUMM, Attorney, submitting an Order of Court for payment of \$618.75 attorney fees for court appointed legal representation of indigent respondent(s), Adrena Jarrett, Mother, re: C. Keenan, a minor. Case No(s). 08-JA-1078.
- 319085 GILBERT C. SCHUMM, Attorney, submitting an Order of Court for payment of \$496.25 attorney fees for court appointed legal representation of indigent respondent(s), Rodney Rogers, Sr., Father, re: R. Rogers, a minor. Case No(s). 07-JA-909.
- 319086 GILBERT C. SCHUMM, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,168.75 attorney fees for court appointed legal representation of indigent respondent(s), I. Harvey, a minor. Case No(s). 08-JA-470.
- 319087 MELINDA MACGREGOR, Attorney, submitting an Order of Court for payment of \$225.00 attorney fees for court appointed legal representation of indigent respondent(s), Juan Melendez, Father, re: B. Melendez, a minor. Case No(s). 09-JA-449.
- 319088 MELINDA MACGREGOR, Attorney, submitting an Order of Court for payment of \$200.00 attorney fees for court appointed legal representation of indigent respondent(s), the Smith children, minors. Case No(s). 08-JA-229 and 08-JA-747.
- 319089 PATRICK K. SCHLEE, Attorney, submitting an Order of Court for payment of \$162.00 attorney fees for court appointed legal representation of indigent respondent(s), Traci Smith, Father, re: L. Smith, a minor. Case No(s). 10-JA-00015.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- 319090 PATRICK K. SCHLEE, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$762.50 attorney fees for court appointed legal representation of indigent respondent(s), the Brock and Hill children, minors. Case No(s). 12-JA-189, 12-JA-190 and 12-JA-222.
- 319092 ELEESHA MADELINE O'NEILL, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$2,176.75 attorney fees for court appointed legal representation of indigent respondent(s), G. Howard, a minor. Case No(s). 11-JA-0987.
- 319093 DEAN N. BASTOUNES, Attorney, submitting an Order of Court for payment of \$616.25 attorney fees for court appointed legal representation of indigent respondent(s), Cesar Becerra, Father, re: the Becerra children, minors. Case No(s). 08-JA-00074 and 08-JA-00075.
- 319094 LAW OFFICE OF KENT DEAN, LTD., presented by Kent Dean, Attorney, submitting an Order of Court for payment of \$337.50 attorney fees for court appointed legal representation of indigent respondent(s), Tanika Humphries, Mother, re: the Brooks, Humphries and Patterson children, minors. Case No(s). 09-JA-1035, 09-JA-1036, 09-JA-1037, 09-JA-1038, 09-JA-1039, 09-JA-1040, 10-JA-256 and 10-JA-1065.
- 319095 RODNEY W. STEWART, Attorney, submitting an Order of Court for payment of \$656.25 attorney fees for court appointed legal representation of indigent respondent(s), D. Murray, a minor. Case No(s). 07-JA-293.
- 319096 RODNEY W. STEWART, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$187.50 attorney fees for court appointed legal representation of indigent respondent(s), M. Ortiz, a minor. Case No(s). 05-JA-0457.
- 319097 RODNEY W. STEWART, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,700.00 attorney fees for court appointed legal representation of indigent respondent(s), D. Patton, a minor. Case No(s). 08-JA-897.
- 319120 DEAN N. BASTOUNES, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$462.50 attorney fees for court appointed legal representation of indigent respondent(s), the Wright children, minors. Case No(s). 09-JA-01120 and 09-JA-01121.
- 319121 DEAN N. BASTOUNES, Attorney, submitting an Order of Court for payment of \$262.50 attorney fees for court appointed legal representation of indigent respondent(s), Lucerna Diaz, Mother, re: L. Diaz, a minor. Case No(s). 07-JA-00578.
- 319122 PAUL D. KATZ, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$656.25 attorney fees for court appointed legal representation of indigent respondent(s), S. Dellar, a minor. Case No(s). 05-JA-01050.
- 319123 PAUL D. KATZ, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$968.75 attorney fees for court appointed legal representation of indigent respondent(s), the Edwards and Harvey children, minors. Case No(s). 98-JA-02168, 00-JA-00546 and 02-JA-01638.
- 319124 STEVEN SILETS, Attorney, submitting an Order of Court for payment of \$218.75 attorney fees for court appointed legal representation of indigent respondent(s), Leroy Jackson,

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Father, re: K. Jackson, a minor. Case No(s). 03-JA-416.

319125 STEVEN SILETS, Attorney, submitting an Order of Court for payment of \$500.00 attorney fees for court appointed legal representation of indigent respondent(s), Jessee Williams, Father, re: T. Jackson, a minor. Case No(s). 10-JA-787.

319126 STEVEN SILETS, Attorney and Guardian ad Litem, submitting an Order of Court for payment of \$1,187.50 attorney fees for court appointed legal representation of indigent respondent(s), H. Whitehead-Reynolds, a minor. Case No(s). 09-JA-171.

319127 SHERRI WILLIAMS, Attorney, submitting an Order of Court for payment of \$2,087.50 attorney fees for court appointed legal representation of indigent respondent(s), Ieshia Lomax, Mother, re: S. Payne, a minor. Case No(s). 09-JA-00168.

CHILD PROTECTION CASES APPROVED FISCAL YEAR 2012 TO PRESENT:	\$1,664,239.52
CHILD PROTECTION CASES TO BE APPROVED:	\$44,379.88

### JUVENILE JUSTICE DIVISION

319044 RAYMOND A. MORRISSEY, Attorney, submitting an Order of Court for payment of \$800.00 attorney fees for court appointed legal representation of indigent respondent(s), Todd Hall, Father, re: H. Hall, a minor. Case No(s). 11-JD-333.

319049 STEVEN SILETS, Attorney, submitting an Order of Court for payment of \$487.50 attorney fees for court appointed legal representation of indigent respondent(s), Skii Thomas, Mother, re: S. Ogunleye, a minor. Case No(s). 11-JD-1931.

319050 CAMILLE HICKS, Attorney, submitting an Order of Court for payment of \$1,325.00 attorney fees for court appointed legal representation of indigent respondent(s), T. Johnson, a minor. Case No(s). 08-JD-61164.

319062 STEPHEN JAFFE, Attorney, submitting an Order of Court for payment of \$350.00 attorney fees for court appointed legal representation of indigent respondent(s), D. Wiley, a minor. Case No(s). 11-JD-847.

319063 MATTHEW A. INGRAM, Attorney, submitting an Order of Court for payment of \$450.00 attorney fees for court appointed legal representation of indigent respondent(s), T. Lawrence, a minor. Case No(s). 12-JD-60045.

319077 MICHAEL MCINERNEY, Attorney, submitting an Order of Court for payment of \$1,818.75 attorney fees for court appointed legal representation of indigent respondent(s), D. Wilson, a minor. Case No(s). 11-JD-4058.

319078 TODD A. THORNE AND ASSOCIATES, Forensic Consultants & Photographic Services, LLC, New Munster, Wisconsin, presented by Martin N. Walker, Attorney, submitting an Order of Court for payment of \$300.00 expert witness fees for court appointed legal representation of indigent respondent(s), M. Dyson, a minor. Case No(s). 11-JD-4773.

319091 MELINDA MACGREGOR, Attorney, submitting an Order of Court for payment of \$1,037.50 attorney fees for court appointed legal representation of indigent respondent(s),



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

E. Fleming, a minor. Case No(s). 12-JD-1864.

JUVENILE JUSTICE CASES APPROVED FISCAL YEAR 2012 TO PRESENT:	\$123,886.59
JUVENILE JUSTICE CASES TO BE APPROVED:	\$6,568.75

### SPECIAL COURT CASES

- 319099 DONOHUE, BROWN, MATHEWSON & SMYTH, LLC, Richard H. Donohue, Timothy L. Hogan and Cortney S. Closey, Special State's Attorneys, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$3,167.30 attorney fees and expenses regarding Capra v. Cook County Board of Review, et al., Case No. 11-CV-4028, for the period of June 22 through September 30, 2011. To date zero dollars have been paid. These invoices were approved by the Litigation Subcommittee at its meeting of December 15, 2011. Please forward the check to Patrick T. Driscoll, Jr., Deputy State's Attorney, Chief, Civil Actions Bureau, for transmittal.
- 319100 QUERREY & HARROW, LTD., Daniel F. Gallagher, Terrence F. Guolee and Larry S. Kowalczyk, Special State's Attorneys, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$9,716.70 attorney fees and expenses regarding Hernandez v. Cook County Sheriff's Department, et al., Case No. 07-C-855 (Petition for Appointment of Special State's Attorney, Case No. 07-CH-05603), for the period of April 19 through May 21, 2012. To date \$422,306.80 has been paid. This invoice was approved by the Litigation Subcommittee at its meeting on June 6, 2012. Please forward the check to Patrick T. Driscoll, Jr., Deputy State's Attorney, Chief, Civil Actions Bureau, for transmittal.
- 319101 HICKEY, MELIA & ASSOCIATES, CHTD., Richard J. Hickey, Special State's Attorney, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$27,758.76 attorney fees and expenses regarding Wendy Cash v. Cook County, Case No. 08-L-04619 (Petition for Appointment of Special State's Attorney, Case No. 08-CH-39547), for the period of January 31 through March 30, 2012. To date \$217,171.63 has been paid. This invoice was approved by the Litigation Subcommittee at its meeting of June 6, 2012. Please forward the check to Patrick T. Driscoll, Jr., Deputy State's Attorney, Chief, Civil Actions Bureau, for transmittal.
- 319107 DONOHUE, BROWN, MATHEWSON & SMYTH, LLC, Richard H. Donohue, Timothy L. Hogan and Cortney S. Closey, Special State's Attorneys, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$6,776.24 attorney fees and expenses regarding Victor Santana v. Cook County Board of Review, et al., Case No. 09-C-5027 (Petition for Appointment of Special State's Attorney, Case No. 09-CH-39547), for the period of December 20, 2010 through August 31, 2011. To date \$57,117.03 has been paid. This invoice was approved by the Litigation Subcommittee at its meeting of December 15, 2011. Please forward the check to Patrick T. Driscoll, Jr., Deputy State's Attorney, Chief, Civil Actions Bureau, for transmittal.
- 319108 DONOHUE, BROWN, MATHEWSON & SMYTH, LLC, Richard H. Donohue, Timothy L. Hogan and Cortney S. Closey, Special State's Attorneys, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$8,991.24 attorney fees and expenses regarding Satkar Hospitality, Inc. v. Cook County Board of Review, et al., Case No. 10-C-6682 (Petition for Appointment of Special State's Attorney, Case No. 09-CH-

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

39547), for the period of January 3 through August 31, 2011. To date zero dollars have been paid. This invoice was approved by the Litigation Subcommittee at its meeting of December 15, 2011. Please forward the check to Patrick T. Driscoll, Jr., Deputy State's Attorney, Chief, Civil Actions Bureau, for transmittal.

319138 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County of the Agreed Order Appointing a Transitional Administrator regarding Jimmy Doe v. County of Cook, USDC No. 99-C-3945. This class action litigation was originally brought in 1999 and has subsequently involved the entry of a Memorandum of Agreement (MOA) between the parties that was approved by the District Court in December 2002 and the entry of an Agreed Supplemental Order approved by the Court on May 18, 2006. This petition was resolved by the entry of an *Agreed Order Appointing a Transitional Administrator* (TA) by the District Court on August 14, 2007. The Board of Commissioners agreed to the entry of the subject order during its meeting of July 31, 2007.

On June 18, 2008, the District Court entered an order amending this portion of the TA Order permitting the Transitional Administrator to maintain the OTA funds in a separate account to pay reasonable costs and expenses of the staff of the OTA. The OTA account was first funded at \$800,000.00 on July 22, 2008 and the District Court entered an order for additional funds of \$500,000.00 respectively on December 18, 2008, April 14, 2009, June 30, 2009, November 17, 2009, April 7, 2010, August 3, 2010, November 23, 2010, March 29, 2011, June 30, 2011 and November 3, 2011.

The Transitional Administrator has now presented invoice payment records evidencing payments and a balance in the account as of May 23, 2012 in the amount of \$121,984.59 which has been reviewed and accepted by the Cook County State's Attorney's Office. The TA has requested the District Court to enter an order providing for an additional disbursement of \$500,000.00 into the OTA account which was approved by the Court on June 13, 2012.

Upon approval, the Cook County Comptroller will transfer \$500,000.00 from the Self-Insurance Fund to an account managed by the Transitional Administrator account in accordance with the terms of the aforementioned court order. From July 22, 2008 to date, inclusive of this court order, \$6,800,000.00 has been transferred from the Self-Insurance fund to the Office of the Transitional Administrator.

319144 CARDELLE SPANGLER, Compliance Administrator for the Recorder of Deeds, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$7,537.25 fees and expenses regarding Shakman, et al. v. Cook County Recorder of Deeds, USDC No. 69-C-2145. On July 30, 2010, the United States District Court entered a Supplemental Relief Order (SRO) for the Recorder of Deeds in this matter requiring the appointment of a Compliance Administrator. As part of the SRO, Cook County is required to pay the reasonable fees and expenses incurred by the Compliance Administrator for the Recorder of Deeds. Settlement of this matter was approved by the Finance Committee's Subcommittee on Litigation at its meeting of July 21, 2010. On June 20, 2012, Magistrate Judge Sidney I. Schenkier entered an order approving fees and expenses for the 45th Unopposed Petition in the amount of \$7,537.25 made payable to Cardelle Spangler, Compliance Administrator for the Cook County Recorder of Deeds. To date, Ms. Spangler has been paid \$722,855.07. Ms. Spangler has accumulated total fees and expenses of \$730,392.32 as of today's date. Please forward the check to Lilianna Kalin, Assistant State's Attorney, for transmittal.

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**COMMISSIONER MURPHY AND VICE CHAIRMAN SIMS VOTED NO ON THE ABOVE ITEM.**

319145 CARDELLE SPANGLER, Compliance Administrator for the Recorder of Deeds, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$5,897.75 fees and expenses regarding Shakman, et al. v. Cook County Recorder of Deeds, USDC No. 69-C-2145. On July 30, 2010, the United States District Court entered a Supplemental Relief Order (SRO) for the Recorder of Deeds in this matter requiring the appointment of a Compliance Administrator. As part of the SRO, Cook County is required to pay the reasonable fees and expenses incurred by the Compliance Administrator for the Recorder of Deeds. Settlement of this matter was approved by the Finance Committee's Subcommittee on Litigation at its meeting of July 21, 2010. On July 3, 2012, Magistrate Judge Sidney I. Schenkier entered an order approving fees and expenses for the 46th Unopposed Petition in the amount of \$5,897.75 made payable to Cardelle Spangler, Compliance Administrator for the Cook County Recorder of Deeds. To date, Ms. Spangler has been paid \$730,392.32. Ms. Spangler has accumulated total fees and expenses of \$736,290.07 as of today's date. Please forward the check to Lilianna Kalin, Assistant State's Attorney, for transmittal.

**COMMISSIONER MURPHY AND VICE CHAIRMAN SIMS VOTED NO ON THE ABOVE ITEM.**

319146 MARK J. VOGEL, Complaint Administrator, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$35,482.50 fees and expenses regarding Shakman, et al. v. Cook County, USDC No. 69-C-2145. On February 12, 2009, the United States District Court entered an Order appointing Mark J. Vogel the Post Supplemental Relief Order Complaint Administrator for Cook County. As part of this Order, Cook County is required to pay the reasonable fees and expenses incurred by the Complaint Administrator for Cook County. On July 5, 2012, Magistrate Judge Sidney I. Schenkier entered an order approving fees and expenses for the 81st Unopposed Petition in the amount of \$35,482.50 made payable to Mark J. Vogel, Complaint Administrator. To date, Mark J. Vogel has been paid \$2,370,994.06. Mr. Vogel has accumulated total fees and expenses of \$2,406,476.56 as of today's date. Please forward the check to Lilianna Kalin, Assistant State's Attorney, for transmittal.

**COMMISSIONER MURPHY AND VICE CHAIRMAN SIMS VOTED NO ON THE ABOVE ITEM.**

319147 MARK J. VOGEL, Complaint Administrator, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$38,800.05 fees and expenses regarding Shakman, et al. v. Cook County, USDC No. 69-C-2145. On February 12, 2009, the United States District Court entered an Order appointing Mark J. Vogel the Post Supplemental Relief Order Complaint Administrator for Cook County. As part of this Order, Cook County is required to pay the reasonable fees and expenses incurred by the Complaint Administrator for Cook County. On July 5, 2012, Magistrate Judge Sidney I. Schenkier entered an order approving fees and expenses for the 82nd Unopposed Petition in the amount of \$38,800.05 made payable to Mark J. Vogel, Complaint Administrator. To date, Mark J. Vogel has been paid \$2,406,476.56. Mr. Vogel has accumulated total fees and expenses of \$2,445,276.61 as of today's date. Please forward the check to Lilianna Kalin, Assistant State's Attorney, for transmittal.

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**COMMISSIONER MURPHY AND VICE CHAIRMAN SIMS VOTED NO ON THE ABOVE ITEM.**

319148 MARY T. ROBINSON, Compliance Administrator, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$60,247.90 fees and expenses regarding Shakman, et al. v. Cook County, USDC No. 69-C-2145. The Board of Commissioners approved a Supplemental Relief Order (SRO) on November 29, 2006. On November 30, 2006, the United States District Court entered a SRO in this matter requiring the appointment of a Compliance Administrator. As part of the SRO, Cook County is required to pay the reasonable fees and expenses incurred by the Compliance Administrator. On June 22, 2012, Magistrate Judge Sidney I. Schenkier entered an order approving fees and expenses for the 83rd Unopposed Petition in the amount of \$60,247.90 made payable to Mary T. Robinson, Compliance Administrator. To date, the Compliance Administrator has been paid \$5,641,098.82. The Compliance Administrator has accumulated total fees and expenses of \$5,701,346.72 as of today's date. Please forward the check to Lilianna M. Kalin, Assistant State's Attorney, for transmittal.

**COMMISSIONER MURPHY AND VICE CHAIRMAN SIMS VOTED NO ON THE ABOVE ITEM.**

319149 MARY T. ROBINSON, Compliance Administrator, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$58,913.58 fees and expenses regarding Shakman, et al. v. Cook County, USDC No. 69-C-2145. The Board of Commissioners approved a Supplemental Relief Order (SRO) on November 29, 2006. On November 30, 2006, the United States District Court entered a SRO in this matter requiring the appointment of a Compliance Administrator. On July 11, 2012, Magistrate Judge Sidney I. Schenkier entered an order approving fees and expenses for the 84th Unopposed Petition in the amount of \$58,913.58 made payable to Mary T. Robinson, Compliance Administrator. To date, the Compliance Administrator has been paid \$5,701,346.72. The Compliance Administrator has accumulated total fees and expenses of \$5,760,260.30 as of today's date. Please forward the check to Lilianna M. Kalin, Assistant State's Attorney, for transmittal.

**COMMISSIONER MURPHY AND VICE CHAIRMAN SIMS VOTED NO ON THE ABOVE ITEM.**

SPECIAL COURT CASES APPROVED FISCAL YEAR 2012 TO PRESENT:	\$2,992,352.06
SPECIAL COURT CASES TO BE APPROVED:	\$763,289.27

**SECTION 2**

319135 STUART A. NUDELMAN, MYLES P. O'ROURKE, ANDREW N. LEVINE, RAFAEL A. BOMBINO, DEBBIE COHEN and BRIAN J. STEFANICH, Special State's Attorney and Assistant Special State's Attorneys, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$45,345.94 regarding appointment of Special Prosecutor, No. 2003, Misc. 4, for the following:

The Comptroller of Cook County is hereby ordered to pay interim fees for Special State's Attorney Stuart A. Nudelman in the amount of \$6,160.00, for Assistant Special State's

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Attorney Myles P. O'Rourke in the amount of \$10,812.00, for Assistant Special State's Attorney Andrew N. Levine in the amount of \$5,040.00, for Assistant Special State's Attorney Rafael A. Bombino in the amount of \$11,004.00, for Assistant State's Attorney Debbie Cohen in the amount of \$1,425.00 and for Assistant Special State's Attorney Brian J. Stefanich in the amount of \$8,228.00 and to pay the sum of \$2,676.94 for the total of the following expenses incurred by the Office of the Special Prosecutor for the month of April 2012:

1. Services - Assistant Special Prosecutors	\$42,669.00
2. Telephone	450.00
3. Office Expenses	949.26
4. Paralegal/Clerk time	1,110.00
5. Computer Maintenance	150.00
6. Lexis Nexis Research	17.68

Said amounts totaling \$45,345.94 to be fair and reasonable for the work performed on the post-conviction cases (80-C-1916, 80-C-5534, 81-C-6362, 82-C-8655, 83-C-769, 83-CR-12478, 84-C-6487, 84-C-66702, 86-CR-6091, 87-CR-11296, 88-CR-7047, 90-CR-3212, 92-CR-2771, 92-CR-28009, 93-C-6684, 95-CR-27596, 82-C-6763 and 84-C-5857-5864) as well as the incurred expenses attributed to the preparation and case management of those same cases. The Comptroller of Cook County is therefore ordered to issue payment to the Office of the Special Prosecutor in the amount of \$45,345.94 (310-263 Account). To date \$1,456,434.82 has been paid. Please forward the check to Patrick T. Driscoll, Jr., Deputy State's Attorney, Chief, Civil Actions Bureau, for transmittal.

319136

STUART A. NUDELMAN, MYLES P. O'ROURKE, ANDREW N. LEVINE, RAFAEL A. BOMBINO and BRIAN J. STEFANICH, Special State's Attorney and Assistant Special State's Attorneys, presented by the Office of the State's Attorney, submitting an Order of Court for payment of \$31,594.45 regarding appointment of Special Prosecutor, No. 2003, Misc. 4, for the following:

The Comptroller of Cook County is hereby ordered to pay interim fees for Special State's Attorney Stuart A. Nudelman in the amount of \$6,380.00, for Assistant Special State's Attorney Myles P. O'Rourke in the amount of \$4,386.00, for Assistant Special State's Attorney Andrew N. Levine in the amount of \$1,840.00, for Assistant Special State's Attorney Rafael A. Bombino in the amount of \$10,024.00, and for Assistant Special State's Attorney Brian J. Stefanich in the amount of \$6,369.00 and to pay the sum of \$2,595.45 for the total of the following expenses incurred by the Office of the Special Prosecutor for the month of May 2012:

1. Services - Assistant Special Prosecutors	\$28,999.00
2. Telephone	450.00
3. Office Expenses	436.60
4. Paralegal/Clerk time	1,467.50
5. Computer Maintenance	150.00
6. Lexis Nexis Research	91.35

Said amounts totaling \$31,594.45 to be fair and reasonable for the work performed on the post-conviction cases (80-C-1916, 80-C-5534, 81-C-6362, 82-C-8655, 83-C-769, 83-CR-12478, 84-C-6487, 84-C-66702, 86-CR-6091, 87-CR-11296, 88-CR-7047, 90-CR-3212, 92-CR-2771, 92-CR-28009, 93-C-6684, 95-CR-27596, 82-C-6763 and 84-C-5857-5864)

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

as well as the incurred expenses attributed to the preparation and case management of those same cases. The Comptroller of Cook County is therefore ordered to issue payment to the Office of the Special Prosecutor in the amount of \$31,594.45 (310-263 Account). To date \$1,456,434.82 has been paid. Please forward the check to Patrick T. Driscoll, Jr., Deputy State's Attorney, Chief, Civil Actions Bureau, for transmittal.

SPECIAL COURT CRIMINAL CASES APPROVED FISCAL YEAR 2012

TO PRESENT: \$287,583.92

SPECIAL COURT CRIMINAL CASES TO BE APPROVED: \$76,940.39

**COMMISSIONER SILVESTRI, SECONDED BY COMMISSIONER STEELE, MOVED APPROVAL OF THE COURT ORDERS. THE MOTION CARRIED.**

### SECTION 3

Your Committee has considered the following communications from State's Attorney, Anita Alvarez with reference to the workers' compensation claims hereinafter mentioned.

Your Committee, therefore, recommends that the County Comptroller and County Treasurer be, and by the adoption of this report, are authorized and directed to issue checks to the Workers' Compensation Commission to be paid from the Workmen's Compensation Fund.

319112 RANDY MARCUS, in the course of his employment as a Records Clerk for the Clerk of the Circuit Court sustained accidental injuries on September 25, 2009. The Petitioner fell from a ladder, and as a result he injured his neck and back (blunt head trauma). Prior/pending claims: none. State's Attorney, Anita Alvarez, is submitting Workers' Compensation Commission Lump Sum Petition and Order No. 09-WC-41494 in the amount of \$2,373.33 and recommends its payment. This settlement is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. Attorney: Gerald J. Doll, Law Firm of Goldberg, Weisman & Cairo, Ltd.

319113 DEBORAH PUNDA, in the course of her employment as a Court Clerk for the Clerk of the Circuit Court sustained accidental injuries on October 17, 2007. While pulling a file cart onto an elevator the Petitioner was scalded by hot water causing second degree burns, and as result she injured her chest (burns and scars to the left side of the chest). Prior/pending claims: None. State's Attorney, Anita Alvarez, is submitting Workers' Compensation Commission Lump Sum Petition and Order No. 07-WC-50043 in the amount of \$2,500.00 and recommends its payment. This settlement is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. Attorney: Steven J. Seidman, Law Offices of Steven J. Seidman.

319114 ROBERT AVILEZ, in the course of his employment as a Window Washer for the Sheriff's Custodial Services sustained accidental injuries on June 3, 2008 and June 1, 2009. The June 3, 2008 accident occurred when the Petitioner slipped on a wet surface and fell, and as a result he injured his knee (right knee medial and lateral meniscal tears). The June 1, 2009 accident occurred when the Petitioner slipped on a wet floor and fell, and as a result he injured his knee (right knee medial meniscal tear). Prior/pending claims: Case Nos. 08-WC-30094 and 08-WC-30095 were dismissed. State's Attorney, Anita Alvarez, is submitting Workers' Compensation Commission Lump Sum Petition and Order Nos. 08-WC-30096 and 09-WC-29574 in the amount of \$38,280.28 and recommends its payment.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(Finance Subcommittee June 5, 2012). Attorney: Robert H. Hanaford, Law Offices of Robert H. Hanaford, LLC.

- 319117 FLOSSIE FALLS, in the course of her employment as a Senior Clerk for Stroger Hospital of Cook County sustained accidental injuries on December 4, 2007 and November 14, 2008. The December 4, 2007 accident occurred when the Petitioner slipped from a step stool and fell, and as a result she injured her back, legs and elbow (lower back strain). The November 14, 2008 accident occurred while the Petitioner was reaching from a step stool and fell, and as a result she injured her back, neck and arm (tear of the left rotator cuff and bulging disc at C4-5). Prior/pending claims: none. State's Attorney, Anita Alvarez, is submitting Workers' Compensation Commission Lump Sum Petition and Order Nos. 08-WC-53010 and 08-WC-51648 in the amount of \$33,939.33 and recommends its payment. (Finance Subcommittee June 5, 2012). Attorney: Milton Jacobson, Law Firm of Jacobson and Sorkin, Ltd.
- 319118 RONALD LEWIS, in the course of his employment as an Electrician for the Department of Facilities Management sustained accidental injuries on November 19, 2008 and January 2, 2009. The November 19, 2008 accident occurred when the Petitioner was working on a generator and the metal door shut on his hand, and as a result he injured his hand (right middle finger distal phalanx fracture with subungual hematoma). The January 2, 2009 accident occurred when the Petitioner stepped on a drill and twisted his ankle, and as a result he injured his knee, ankle and hand (left knee soft tissue sprain, left foot soft tissue sprain and right ankle soft tissue sprain). Prior/pending claims: none. State's Attorney, Anita Alvarez, is submitting Workers' Compensation Commission Lump Sum Petition and Order Nos. 09-WC-11105 and 09-WC-11106 in the amount of \$10,000.00 and recommends its payment. These settlements are within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. Attorney: Ellis M. Sostrin, Law Firm of Sostrin and Sostrin, P.C.
- 319139 JOSEFINA DANЕК, in the course of her employment as a Supervisor for the Department of Public Health sustained accidental injuries on June 15, 2005. The Petitioner was retrieving items during an inventory, and as a result she injured her back (herniated discs at the L3-L4 and L4-L5 levels). Prior/pending claims: Case No. 07-WC-7034 was decided by the Workers' Compensation Commission, and resulted in no award. Plaintiff has appealed to the Circuit Court, with a decision pending. Following a trial, the Arbitrator found that the Petitioner's injury arose out of and in the course of her employment. As a result, on August 18, 2010, the Arbitrator awarded the Petitioner \$28,519.00. State's Attorney, Anita Alvarez, is submitting Workers' Compensation Commission Decision of Arbitrator, Award No. 07-WC-09563 in the amount of \$28,519.00 and recommends its payment. (Finance Subcommittee July 10, 2012). Attorney: Kurt A. Niermann, Law Firm of Presbrey & Associates, P.C.
- 319140 JOSPEH NOWACKI, in the course of his employment as a Laborer for the Highway Department sustained accidental injuries on October 8, 2008. The Petitioner was struck by the rear bed of a truck, and as a result he injured his head and body (post concussive syndrome and injuries to his head and upper body). Prior/pending claims: Case No. 08 WC 30523 was consolidated with this current case, resulting in the Workers' Compensation Commission overturning the Arbitrator's decision to award funds for an additional claim. Following a trial, the Arbitrator found that the Petitioner's injury arose out of and in the course of his employment. As a result, on May 18, 2011, the Arbitrator awarded the Petitioner \$129,105.00. State's Attorney, Anita Alvarez, is submitting Workers'

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Compensation Commission Decision of Arbitrator, Award No. 08-WC-52074 in the amount of \$129,105.00 and recommends its payment. (Finance Subcommittee July 10, 2012). Attorney: Kenneth Peters, Law Firm of Cronin, Peters and Cook, P.C.

319141 SAM TENUTO, in the course of his employment as a Fingerprint Technician for the Bureau of Human Resources sustained accidental injuries on March 14, 2010. The Petitioner developed acute pain in his hand and arm while repetitively performing fingerprinting duties and as a result he injured his arm (right arm DeQuervain's tenosynovitis). Prior/pending claims: none. On May 17, 2012, the Illinois Workers' Compensation Commission approved a settlement contract entered into with the advice and consent of the Finance Subcommittee on Workers' Compensation. The Petitioner specifically waives all benefits to which he may be entitled under §19(h) and §8(a) of the Illinois Workers' compensation Act. We therefore recommend the payment of \$38,025.08 to Sam Tenuto. State's Attorney, Anita Alvarez, is submitting Workers' Compensation Commission Lump Sum Petition and Order No. 10-WC-23100 in the amount of \$38,025.08 and recommends its payment. (Finance Subcommittee April 17, 2012). Attorney: Mitchell S. Lipkin, Law Firm of Lipkin & Higgins. (See also Comm. No. 315616).

WORKERS' COMPENSATION CLAIMS APPROVED FISCAL YEAR 2012

To Present: \$2,837,070.48

WORKERS' COMPENSATION CLAIMS TO BE APPROVED: \$282,742.02

**COMMISSIONER SCHNEIDER, SECONDED BY COMMISSIONER TOBOLSKI, MOVED APPROVAL OF THE WORKERS' COMPENSATION CLAIMS. THE MOTION CARRIED.**

**SECTION 4**

Your Committee has considered the following communications from the Cook County Department of Risk Management requesting the County Board to authorize subrogation recoveries.

Your Committee, concurring in the requests of the Cook County Department of Risk Management recommends the authorization of subrogation recoveries be approved.

319150 DEPARTMENT OF RISK MANAGEMENT, submitting for approval Subrogation Recovery of \$409.60. Claim No. 20050652, Department of Environmental Control.

Responsible Party: Demetrius Barbee (Owner) and Gerald Barbee (Driver), 2209 West Polk Street, Chicago, Illinois 60624  
Damage to: Department of Environmental Control vehicle  
Our Driver: Kenneth Johnson, Plate #M182134  
Date of Accident: May 24, 2012  
Location: 416 South Clark Street, Chicago, Illinois (161-444 Account).

319151 DEPARTMENT OF RISK MANAGEMENT, submitting for approval Subrogation Recovery of \$2,282.97. Claim No. 20050587, Department of Environmental Control.

Responsible Party: Brian O. Devitt (Owner and Driver), 12223 South 71st Court, Palos Heights, Illinois 60463  
Damage to: Department of Environmental Control vehicle



**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Our Driver: Meng Hui Lai, Plate #M148798  
Date of Accident: January 11, 2012  
Location: 79th Street near Harlem Avenue, Bridgeview, Illinois  
(161-444 Account).

319152 DEPARTMENT OF RISK MANAGEMENT, submitting for approval Subrogation Recovery of \$3,422.24. Claim No. 20050638, Sheriff's Police Department.

Responsible Party: Danute Lisnicenka (Owner) and Giedrius Lisnicenka (Driver),  
8207 Millstone Drive, Palos Hills, Illinois 60465  
Damage to: Sheriff's Police Department vehicle  
Our Driver: Joseph Rizzo, Unit #3058  
Date of Accident: May 1, 2012  
Location: Harlem Avenue near Southwest Highway, Worth, Illinois  
(231-444 Account).

319153 DEPARTMENT OF RISK MANAGEMENT, submitting for approval Subrogation Recovery of \$200.00. Claim No. 20050577, Sheriff's Police Department.

Responsible Party: Jorge Ramires (Owner) and Ricardo Perez (Driver), 430 Chase  
Avenue, Joliet, Illinois 60432  
Damage to: Sheriff's Police Department vehicle  
Our Driver: Rochelle Parker, Unit #2314  
Date of Accident: December 20, 2011  
Location: 5858 South Pulaski Road, Chicago, Illinois  
(231-444 Account).

SUBROGATION RECOVERIES APPROVED FISCAL YEAR 2012 TO PRESENT: \$56,321.30  
SUBROGATION RECOVERIES TO BE APPROVED: \$6,314.81

**COMMISSIONER SILVESTRI, SECONDED BY COMMISSIONER MURPHY, MOVED APPROVAL OF THE SUBROGATION RECOVERIES. THE MOTION CARRIED.**

**SECTION 5**

Your Committee has considered the following communications from the Cook County Department of Risk Management requesting that the County Board authorize payment of said claims.

Your Committee, concurring in the requests of the Cook County Department of Risk Management, recommends that the County Comptroller and County Treasurer be, and by the adoption of this report, authorized and directed to issue checks to claimants in the amounts recommended.

319129 DEPARTMENT OF RISK MANAGEMENT, submitting for approval Self-Insurance Program Settlement Claim payment of \$500.00. Claim No. 97009458, Highway Department.

Claimant: SAFECO a/s/o Barbara J. Moore, P.O. Box 515097, Los Angeles,  
California 90091  
Claimant's vehicle: 2008 GMC Envoy  
Our Driver: Bernard M. Roche, Unit #315

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Prior Accidents: 0  
Date of Accident: January 12, 2012  
Location: 170th Street and Torrence Avenue, Lansing, Illinois

Highway Department snowplow was traveling east on 170th Street approaching the light at Torrence Avenue in Lansing and while attempting to stop at the light, the truck slid due to snow and ice on the road causing the plow to strike the Claimant's vehicle causing damages to the right side mirror (542-846 Account). Investigated by Cannon Cochran Management Services, Inc. We concur and recommend payment of the above charge.

319130 DEPARTMENT OF RISK MANAGEMENT, submitting for approval Self-Insurance Program Settlement Claim payment of \$6,335.99. Claim No. 97009377, Highway Department.

Claimant: State Farm Insurance Company a/s/o Deborah M. Moutry, State Farm Insurance Company, P.O. Box 2371, Bloomington, Illinois 61702  
Claimant's vehicle: 2005 Ford Explorer  
Our Driver: Bernard M. Roche, Unit #315  
Prior Accidents: 0  
Date of Accident: January 12, 2012  
Location: 170th Street and Torrence Avenue, Lansing, Illinois

Highway Department snowplow was traveling east on 170th Street approaching the light at Torrence Avenue in Lansing and while attempting to stop at the light, the truck slid due to snow and ice on the road and rear-ended the Claimant's vehicle causing damages to the rear (542-846 Account). Investigated by Cannon Cochran Management Services, Inc. We concur and recommend payment of the above charge. (See Communication No. 319129).

319131 DEPARTMENT OF RISK MANAGEMENT, submitting for approval Self-Insurance Program Settlement Claim payment of \$1,412.36. Claim No. 97009139, Sheriff's Court Services Division.

Claimant: The Rawlings Company, LLC, P.O. Box 2000, LaGrange, Kentucky 40031-8100  
Bodily injury: Contusion of right hand and hip  
Date of Accident: August 19, 2011  
Location: Clark Street and Lake Street, Chicago, Illinois

Sheriff's Court Services Division employee opened the vehicle door and struck Claimant's bicycle while the Claimant was riding his bicycle on Lake Street just east of Clark Street in Chicago. The Claimant suffered bruising of the right hand and hip. There was an AETNA ERISA lien, administered by the Rawlings Company, LLC for the portion of the medical claims paid by AETNA (542-846 Account). Investigated by Cannon Cochran Management Services, Inc. We concur and recommend payment of the above charge.

319132 DEPARTMENT OF RISK MANAGEMENT, submitting for approval Self-Insurance Program Settlement Claim payment of \$1,617.64. Claim No. 97009139, Sheriff's Court Services Division.

Claimant: Colin R. Gavin, 2521 Oneida Lane, Naperville, Illinois 60563

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Claimant's property: Bicycle  
Bodily injury: Contusion of the right hip and hand  
Our Driver: Thomas F. Tansey, Unit #7200  
Date of Accident: August 19, 2011  
Location: Clark Street and Lake Street, Chicago, Illinois

Sheriff's Court Services Division employee opened the vehicle door and struck Claimant's bicycle on Lake Street just east of Clark Street in Chicago. The Claimant suffered bruising of the right hand, hip and the bicycle was damaged (542-846 Account). Investigated by Cannon Cochran Management Services, Inc. We concur and recommend payment of the above charge. (See also Comm. No. 319131).

319133 DEPARTMENT OF RISK MANAGEMENT, submitting for approval Self-Insurance Program Settlement Claim payment of \$138.08. Claim No. 97009588, Public Defender's Office.

Claimant: State of Illinois, Attn: IDOC Vehicle Unit, 1301 Concordia Court, Springfield, Illinois 62702  
Claimant's Vehicle: 2008 Ford E350  
Our Driver: Teretha Mosley, Unit #PD4  
Prior Accident(s): 0  
Date of Accident: June 19, 2012  
Location: 26th Street and California Avenue, Chicago Illinois

Public Defender's Office vehicle was attempting to back up to the loading dock at 26th Street and California Avenue in Chicago and struck the Claimant's vehicle causing damage to the sideview mirror of the Claimant's vehicle (542-846 Account). Investigated by Cannon Cochran Management Services, Inc. We concur and recommend payment of the above charge.

319134 DEPARTMENT OF RISK MANAGEMENT, submitting for approval Self-Insurance Program Settlement Claim payment of \$50.00. Claim No. 97009576, Stroger Hospital of Cook County.

Claimant: Larry Taylor, 2626 West Adams Street, 1st Floor, Chicago, Illinois 60612  
Property claim: Lost or stolen valuables  
Date of Accident: February 9, 2012  
Location: Stroger Hospital of Cook County, 1901 West Harrison Street, Chicago, Illinois

While being treated at Stroger Hospital of Cook County, the Claimant's valuables were not collected and properly stored by the nursing staff and were unable to be located and returned to Claimant upon discharge. (542-846 Account). Investigated by Cannon Cochran Management Services, Inc. We concur and recommend payment of the above charge.

SELF-INSURANCE CLAIMS APPROVED FISCAL YEAR 2012 TO PRESENT: \$88,442.54  
SELF-INSURANCE CLAIMS TO BE APPROVED: \$10,054.07

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**COMMISSIONER SILVESTRI, SECONDED BY COMMISSIONER MURPHY, MOVED APPROVAL OF THE SELF-INSURANCE PROGRAM SETTLEMENT CLAIMS. THE MOTION CARRIED.**

**SECTION 6**

Your Committee has considered the following communications from State's Attorney, Anita Alvarez.

Your Committee, concurring in the recommendations of the State's Attorney, recommends that the County Comptroller and County Treasurer prepare checks in the amounts recommended in order that the payments may be set in accordance with the request of the State's Attorney upon proper release from the Office of the State's Attorney.

- 319102 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$25,000.00 for the release and settlement of suit regarding Williams v. Dart, et al., Case No. 11-C-3053. This matter involves an allegation of a civil rights violation at the Jail. The matter has been settled for the sum of \$25,000.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney recommends payment of \$25,000.00, made payable to Flamond Williams and Amanda Yarusso, his attorney. Please forward the check to Anthony E. Zecchin, Assistant State's Attorney, for transmittal.
- 319103 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$75,000.00 for the release and settlement of suit regarding Durwyn Talley v. Thomas Dart, et al., Case No. 08-CV-5485. This matter involves an allegation of a civil rights violation at the Jail. The matter has been settled for the sum of \$75,000.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney recommends payment of \$75,000.00, made payable to Durwyn Talley and Seyfarth Shaw, LLP, his attorney. Please forward the check to Maureen O. Hannon, Assistant State's Attorney, Supervisor, Conflicts Counsel Unit, for transmittal.
- 319104 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$9,000.00 for the release and settlement of suit regarding Mary Grzanecki v. Officer Cokeley, Case No. 10-C-7345. This matter involves allegations of civil rights violations. The matter has been settled for the sum of \$9,000.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney recommends payment of \$9,000.00, made payable to Mary Grzanecki. Please forward the check to Amrith K. Aakre, Assistant State's Attorney, for transmittal.
- 319105 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$10,000.00 for the release and settlement of suit regarding Haynes, et al. v. Dart, et al., Case No. 08-C-4834. This matter involves allegations of civil rights violations at the Jail. The matter has been settled for the sum of \$10,000.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney recommends payment of \$10,000.00, made payable to Fred Rogers. Please forward the check to Kevin Frey, Assistant State's Attorney, for transmittal.
- 319106 STATE'S ATTORNEY, Anita Alvarez, submitting a communication requesting that the

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Cook County Comptroller re-issue a revised payment document for a previously approved settlement in the matters of Vandaire Knox v. Moreci, et al., Case No. 11-CV-8221 and Vandaire Knox v. Dart, et al., Case No. 11-CV-2117. (See Communication No. 318337). These matters have been settled for the sum of \$8,500.00, with payment of same approved by the Cook County Board of Commissioners on June 5, 2012. After receiving timely and full payment in the manner specified by Plaintiff, the financial institution selected by Plaintiff refused to accept the valid check. Plaintiff hereby requests a replacement check with an amended payee. The original check has been returned to the Comptroller and is null and void. State's Attorney therefore recommends re-issuance of payment in the amount of \$8,500.00, made payable to Minnie L. Knox FBO of Vandaire Knox. Please forward the re-issued check to R. Seth Shippee, Assistant State's Attorney, for transmittal.

319109 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$2,600.00 for the release and settlement of suit regarding Nesbitt v. Villanueva, Case No. 09-C-6080. This matter involves an allegation of a civil rights violation at the Jail. The matter has been settled for the sum of \$2,600.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney recommends payment of \$2,600.00, made payable to Raymond Nesbitt. Please forward the check to Anthony E. Zecchin, Assistant State's Attorney, for transmittal.

319110 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$8,500.00 for the release and settlement of suit regarding Giovanni Leyva v. Supt. Moreci, et al., Case No. 11-C-3441. This matter involves allegations of failure to protect at the Department of Corrections. The matter has been settled for the sum of \$8,500.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney recommends payment of \$8,500.00, made payable to Giovanni Leyva. Please forward the check to Patrick S. Smith, Deputy Supervisor, for transmittal.

319111 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$75,000.00 for the release and settlement of suit regarding Waszak-Chapman v. County of Cook, et al., Case No. 09-C-5456. This matter involves allegations of premises liability at the Fifth District Courthouse. The matter has been settled for the sum of \$75,000.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney recommends payment of \$75,000.00, made payable to Michelle Chapman and the Law Offices of Michael S. Hedrick, LLC, her attorney. Please forward the check to Paul W. Groah, Assistant State's Attorney, for transmittal.

319115 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$722.90 for the release and settlement of suit regarding SEIU, Local 73 v. Cook County, Case No. L-CA-11-027. This matter was brought by SEIU, Local 73 as an unfair labor practice pursuant to the Illinois Public Labor Relations Act. The agreement reached by the parties included interest accrued on backpay owed to several employees. The matter has been settled for the sum of \$722.90, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney recommends payment of \$722.90, made payable in seven (7) separate checks as follows:

1. the first check in the amount of \$147.37, made payable to "George Ali"; and

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

2. the second check in the amount of \$95.28, made payable to “Debbie Boyd”; and
3. the third check in the amount of \$109.05, made payable to “Marisol Fernandez”; and
4. the fourth check in the amount of \$36.69, made payable to “Debra Figueroa”; and
5. the fifth check in the amount of \$121.82, made payable to “Deneen Hudson-Robinson”;  
and
6. the sixth check in the amount of \$84.54, made payable to “Berling Robinson”; and
7. the seventh check in the amount of \$128.15, made payable to “Gloria Robinson”.

Please forward the checks to Gregory Vaci, Assistant State’s Attorney, for transmittal.

- 319116 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$2,050,000.00 for the release and settlement of suit regarding Rakeem Robinson v. Faran Bokhari, M.D., Kimberly Joseph, M.D. and County of Cook, Case No. 09-L-7304. We have settled this alleged medical negligence case for the sum of \$2,050,000.00, which is within the authority granted to this office by the Finance Committee's Subcommittee on Litigation at its meeting of June 6, 2012. State's Attorney recommends payment of \$2,050,000.00, made payable to Sheila Robinson and Craig L. Manchik & Associates, P.C., her attorneys. Please forward the check to Shari Chandra, Assistant State’s Attorney, Medical Litigation Section, for transmittal.
- 319137 STATE’S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$15,000.00 for the release and settlement of suit regarding Darryl Brown v. Fagus, et al., Case No. 11-C-4705. This matter involves an allegation of a civil rights violation at Cermak Health Services of Cook County. The matter has been settled for the sum of \$15,000.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney recommends payment of \$15,000.00, made payable to Darryl Brown and The Gill Law Firm, his attorney. Please forward the check to Michael J. Sorich, Assistant State’s Attorney, for transmittal.
- 319142 STATE’S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$10,700.00 for the release and settlement of suit regarding Felicia Ugwa v. Cook County, et al., Case No. 11-CV-2105. This matter involves allegations of race, religion, and disability discrimination at the Cook County Health and Hospitals System. The matter has been settled for the sum of \$10,700.00, which is within the grant of authority conveyed by the Cook County Board of Commissioners to the State's Attorney's Office. State's Attorney recommends payment of \$10,700.00, made payable to Tolpin & Partners, P.C. Please forward the check to Michael A. Kuczwarra, Jr., Assistant State’s Attorney, for transmittal.
- 319143 STATE'S ATTORNEY, Anita Alvarez, submitting communication advising the County to accept Proposed Settlement of \$4,377,358.05 for the release and settlement of suit regarding Vivian Renta v. Cook County, et al., Case No. 05-CV-2995. This matter involves allegations of unlawful employment retaliation which occurred while Plaintiff was employed with Cook County. The matter has been settled for the sum of \$4,377,358.05,

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

which is within the authority granted to this office by the Finance Committee's Subcommittee on Litigation at its meeting of June 6, 2012. State's Attorney recommends payment of \$4,377,358.05, made payable in two (2) separate checks as follows:

1. the first check in the amount of \$2,594,000.53, made payable to "Vivian Renta"; and
2. the second check in the amount of \$1,783,357.52, made payable to "Robert D. Sweeney", her attorney.

Please forward the checks to Nicholas Scouffas, Assistant State's Attorney, for transmittal.

PROPOSED SETTLEMENTS APPROVED FISCAL YEAR 2012 TO PRESENT:	\$8,358,531.48
PROPOSED SETTLEMENTS TO BE APPROVED:	\$6,658,880.95

**COMMISSIONER SILVESTRI, SECONDED BY COMMISSIONER MURPHY, MOVED APPROVAL OF THE PROPOSED SETTLEMENTS. THE MOTION CARRIED.**

**SECTION 7**

Your Committee has considered the following communications from the Cook County Department of Risk Management requesting that the County Board authorize payment of said claims.

Your Committee concurring in the requests of the Cook County Department of Risk Management, recommends that the County Comptroller and County Treasurer be, and by the adoption of this report, are authorized and directed to issue checks to claimants in the amounts recommended.

319128      **PATIENT/ARRESTEE SETTLEMENT PROGRAM CLAIMS.** The Department of Risk Management is submitting invoices totaling \$81,004.69, for payment of medical bills for services rendered to patients while in the custody of the Cook County Sheriff's Office. Their services were rendered under the Patient/Arrestee Settlement Program (542-274 Account). Bills were approved for payment after an audit by Cambridge Integrated Services Group or the Illinois Department of Healthcare and Family Services and by the Department of Risk Management, who recommends payment based on Cook County State's Attorney's Legal Opinion No. 1879, dated July 14, 1987. Individual checks will be issued by the Comptroller in accordance with the attached report prepared by the Department of Risk Management.

	YEAR TO DATE	TO BE APPROVED
TOTAL BILLED	\$4,671,887.43	\$498,097.71
UNRELATED	\$393,118.39	\$0.00
IDHFS DISCOUNT	\$3,575,238.22	\$417,093.02
PROVIDER DISCOUNT	\$54,045.57	\$0.00
AMOUNT PAYABLE	\$649,485.25	\$81,004.69

**COMMISSIONER SILVESTRI, SECONDED BY COMMISSIONER MURPHY, MOVED APPROVAL OF THE PATIENT/ARRESTEE CLAIMS. THE MOTION CARRIED.**

**CHAIRMAN DALEY VOTED PRESENT ON THE CLAIMS REGARDING MERCY HOSPITAL.**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**SECTION 8**

Your Committee has considered the following communications received from the Employees' Injury Compensation Committee requesting that the County Board authorize payment of expenses regarding claims of Cook County employees injured while in the line of duty.

Your Committee, concurring in said request(s), recommends that the County Comptroller and County Treasurer be, and upon the adoption of this report, are authorized and directed to issue checks in the amounts recommended to the claimants.

319098 THE EMPLOYEE'S INJURY COMPENSATION COMMITTEE, submitting invoice totaling \$555,779.35, for payment of medical bills for Workers' Compensation cases incurred by employees injured on duty. Individual checks will be issued by the Comptroller in accordance with the attached report prepared by the Department of Risk Management, Workers' Compensation Unit. This request covers bills received and processed from June 20 through July 24, 2012.

EMPLOYEES' INJURY COMPENSATION CLAIMS APPROVED FISCAL YEAR 2012

TO PRESENT:

\$5,575,106.06

EMPLOYEES' INJURY COMPENSATION CLAIMS TO BE APPROVED:

\$555,779.35

**COMMISSIONER SILVESTRI, SECONDED BY COMMISSIONER MURPHY, MOVED APPROVAL OF THE EMPLOYEES' INJURY COMPENSATION CLAIMS. THE MOTION CARRIED.**

**CHAIRMAN DALEY VOTED PRESENT ON THE CLAIMS REGARDING MERCY HOSPITAL.**

318090 **COOK COUNTY CEMETERY (PROPOSED RESOLUTION).** Submitting a Proposed Resolution sponsored by John A. Fritchey, County Commissioner.

PROPOSED RESOLUTION

COOK COUNTY CEMETERY

**WHEREAS**, recent events as well as investigations by the Cook County Sheriff have brought into serious question and unfortunate light, the manner by which the Cook County's indigent, unclaimed and unknown individuals have been buried; and

**WHEREAS**, disturbing practices have included persons stacked eight coffins high, bodies placed in coffins with unidentified limbs and skeletal remains from other bodies, medical waste and non-human debris, and coffins buried haphazardly in a manner making future location for personal or law enforcement purposes, difficult if not impossible; and

**WHEREAS**, such practices not only demonstrate an unacceptable lack of respect for the least fortunate among us and are unbecoming of a civilized society, but additionally impede ongoing criminal investigations in cases of unknown decedents, as the identifying characteristics of hundreds of unidentified remains buried by the County have failed to be



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

entered into the NCIC (National Crime Information Center), the nationally recognized database for tracking crime-related information; and

**WHEREAS**, the discovery of the above-mentioned practices led to the introduction and passage of an ordinance on May 4, 2011, setting new standards and safeguards for the manner in which burials of the indigent, unclaimed and unknown are handled in Cook County; and

**WHEREAS**, said ordinance clarified the role and responsibilities of the Office of the Medical Examiner in preparing the bodies for burial as well as the methods by which burials are to be conducted by cemeteries that have contracts with the county for such burials; and

**WHEREAS**, this Government is ultimately responsible for these individuals, and consequently it is in the best interest of the County and its residents for the County to once again operate a cemetery for the burial of our County's indigent, unclaimed and unknown persons; and

**WHEREAS**, for over a century, from 1854-1971, Cook County operated, maintained and administered its own cemetery, the most recent site having been located on the land adjacent to the Oak Forest Hospital, known as the Cook County Cemetery for the Indigent, where tens of thousands of individuals have previously been laid to rest; and

**WHEREAS**, the reestablishment of a permanent Cook County Cemetery would not only ensure that our indigent are put to rest in a respectful manner, but it would also facilitate proper documentation for law enforcement purposes, proper maintenance, as well as save the County millions of dollars; and

**WHEREAS**, with the use of approximately 5 acres of land contiguous to the location of the former Cook County Cemetery for the Indigent, the County could establish a cemetery capable of meeting the needs of the County for the next 100 years; and

**WHEREAS**, the aforesaid land is presently owned and maintained by the Forest Preserve District of Cook County; and

**WHEREAS**, since the Forest Preserve acquired said cemetery, no plan for addressing the former cemetery site has been forthcoming, and as such, ample opportunity still exists to determine a proper use of that parcel and the surrounding areas; and

**WHEREAS**, there exist several precedents for the co-existence of cemeteries on Forest Preserve property, including Bachelors Grove Cemetery, Sauerbier-Burkhardt Cemetery and the above-mentioned Cook County Cemetery for the Indigent; and

**WHEREAS**, the County Highway Department already owns the equipment necessary to operate and maintain such a cemetery; and

**WHEREAS**, the Cook County Sheriff has expressed a willingness and ability to provide sufficient labor necessary to operate and maintain such a cemetery; and

**WHEREAS**, based upon anticipated costs for the currently mandated indigent burial program, the reestablishment of a County cemetery can reasonably expect to save Cook

## **JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

County taxpayers in excess of \$175 million over the next 100 years.

**NOW, THEREFORE, BE IT RESOLVED**, by the Cook County Board of Commissioners that the Office of the Medical Examiner, the Office of the Cook County Sheriff, the Cook County Bureau of Administration, the Cook County Real Estate Management Division, the Cook County Highway Department, the Forest Preserve District of Cook County and any other agency deemed necessary are hereby directed to cause a plan to be completed and presented to the Board of Commissioners for the reestablishment of a Cook County Cemetery at the aforementioned site for the purpose of indigent, unclaimed and unknown burials; and

**BE IT FURTHER RESOLVED**, that said plan shall include the creation of an intergovernmental agreement between the County of Cook and the Forest Preserve District of Cook County to locate said cemetery on the 5 acres to the immediate west of the old Cook County Cemetery for the Indigent; and

**BE IT FURTHER RESOLVED**, that said intergovernmental agreement shall stipulate that the reestablished Cook County Cemetery shall remain Forest Preserve property in order to ensure its permanency; and

**BE IT FURTHER RESOLVED**, that said plan shall provide the structure by which the affected agencies shall coordinate and delegate responsibilities in order to establish, operate and maintain such a cemetery; and

**BE IT FURTHER RESOLVED**, that the results of the aforementioned plan shall be delivered to the Cook County Board of Commissioners no later than August 1, 2012, with an implementation date of January 1, 2013.

Effective Date: This Resolution shall be effective upon passage.

**\*Referred to the Committee on Finance on 5/14/12.**

**\*\*6/5/12 Deferred**

**\*\*\*6/19/12 Withdrawn**

**COMMISSIONER FRITCHEY, SECONDED BY COMMISSIONER SILVESTRI MOVED TO RECEIVE AND FILE COMMUNICATION NO. 318090. THE MOTION CARRIED.**

### **SECTION 9**

Your Committee was presented with the Revenue Report for the period ended May 31, 2012 for the Corporate, Public Safety and Health Funds, as presented by the Bureau of Finance.

**COMMISSIONER GOSLIN, SECONDED BY COMMISSIONER STEELE, MOVED TO RECEIVE AND FILE THE REVENUE REPORT. THE MOTION CARRIED.**

COOK COUNTY, ILLINOIS  
COMPTROLLER'S OFFICE JOURNAL  
BILLS TRANSMITTED FROM DEPARTMENT OF HIGHWAYS

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

COOK COUNTY HIGHWAY DEPARTMENT – JULY 24, 2012

VENDOR	DESCRIPTION	AMOUNT
<u>MOTOR FUEL TAX FUND NO. 600-600</u>		
K-Five Construction	Section: 03-W3017-03-FP 88th Avenue 103rd Street to 87th Street Estimate # 8	\$693,675.62
Martam Construction, Inc.	Section: 85-W8140-01-RP Potter Road Dempster Street to Golf Road Estimate #37 & Final	141,038.63
Martam Construction, Inc.	Section: 09-V6946-03-RP Brinker Road Culver, Emergency Repairs Estimate #3 & Final	4,526.50
Western Remac, Inc.	Section: 12-8SPAM-33-GM Sign Panel Assembly Maintenance-2012 Estimate #4	25,207.79
	Estimate #5	19,502.66
<u>LEGAL SERVICES</u>	Section: 05-A5021-07-RP	1,730.00
Holland & Knight, LLP	Lake-Cook Road Various Parcels	

**VICE CHAIRMAN SIMS, SECONDED BY COMMISSIONER MURPHY, MOVED TO ADJOURN. THE MOTION CARRIED AND THE MEETING WAS ADJOURNED.**

Respectfully submitted,

COMMITTEE ON FINANCE

JOHN P. DALEY, Chairman

ATTEST: MATTHEW B. DeLEON, Secretary

\_\_\_\_\_  
Commissioner Daley, seconded by Commissioner Sims, moved that the Report of the Committee on Finance be approved and adopted. **The motion carried unanimously.**

**REPORT OF THE SUBCOMMITTEE ON LABOR**

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

July 23, 2012

The Honorable,  
The Board of Commissioners of Cook County

### ATTENDANCE

Present: Chairman Murphy, Vice Chairman Garcia, Commissioners Butler and Gainer (4)

Absent: Commissioners Fritchey, Reyes and Sims (3)

Also Present: Patrick Driscoll, Jr. – Deputy State’s Attorney, Chief, Civil Actions Bureau; Maureen O’Donnell - Chief, Bureau of Human Resources; Lisa Meader – Deputy Bureau Chief – Director of Labor Relations

Ladies and Gentlemen:

Your Finance Subcommittee on Labor of the Board of Commissioners of Cook County met pursuant to notice on Friday, July 23, 2012 at 11:15 A.M. in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois.

A quorum was not present and Chairman Murphy recessed the meeting to the call of the chair.

At 12:00 a quorum was present, and the meeting was reconvened.

Your Subcommittee has considered the following items and, upon adoption of this report, the recommendations are as follows:

319027 APPROVING SALARY SCHEDULES (PROPOSED RESOLUTION). Transmitting a Communication dated, June 19, 2012 from Maureen O’Donnell, Chief, Bureau of Human Resources. Transmitting herewith a Salary Schedule for your consideration and approval. Submitting a Proposed Resolution sponsored by Toni Preckwinkle, President, Cook County Board of Commissioners.

### PROPOSED RESOLUTION

#### APPROVING SALARY SCHEDULES

**WHEREAS**, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

**WHEREAS**, the Salary Schedules and wage adjustments for the period of December 1, 2008 through November 30, 2012 have been negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73 representing employees covered by the following Collective Bargaining Agreements: Oak Forest Health Facilities Service & Maintenance, Stroger/Cermak Service & Maintenance, Hospital Technicians, Hospital Technologists and Health Care Professionals; and

**WHEREAS**, the general increases and wage adjustments that have been negotiated are reflected in the Salary Schedules and are included in the Collective Bargaining Agreements

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73; and

**NOW THEREFORE BE IT RESOLVED**, that the Cook County Board of Commissioners does hereby approve the Salary Schedules and wage adjustments negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73 provided by the Bureau of Human Resources; and

**BE IT FURTHER RESOLVED**, that the Chief of the Bureau of Human Resources and the Cook County Comptroller are hereby authorized to implement the Salary Schedules and wage adjustments as negotiated.

**\*Referred to the Finance Subcommittee on Labor on July 10, 2012.**

**Commissioner Butler, seconded by Commissioner Gainer, moved the Approval of Communication No. 319027. The motion carried.**

**12-R-313  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT  
OF THE COOK COUNTY BOARD OF COMMISSIONERS**

**APPROVING SALARY SCHEDULE**

**WHEREAS**, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

**WHEREAS**, the Salary Schedules and wage adjustments for the period of December 1, 2008 through November 30, 2012 have been negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73 representing employees covered by the following Collective Bargaining Agreements: Oak Forest Health Facilities Service & Maintenance, Stroger/Cermak Service & Maintenance, Hospital Technicians, Hospital Technologists and Health Care Professionals; and

**WHEREAS**, the general increases and wage adjustments that have been negotiated are reflected in the Salary Schedules and are included in the Collective Bargaining Agreements negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73; and

**NOW THEREFORE BE IT RESOLVED**, that the Cook County Board of Commissioners does hereby approve the Salary Schedules and wage adjustments negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73 provided by the Bureau of Human Resources; and

**BE IT FURTHER RESOLVED**, that the Chief of the Bureau of Human Resources and the Cook County Comptroller are hereby authorized to implement the Salary Schedules and wage adjustments as negotiated.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

319028 APPROVING A COLLECTIVE BARGAINING AGREEMENT (PROPOSED RESOLUTION). Transmitting a Communication from Maureen O'Donnell, Chief, Bureau of Human Resources. Transmitting herewith a Collective Bargaining Agreement for your consideration and approval. Submitting a Proposed Resolution sponsored by Toni Preckwinkle, President, Cook County Board of Commissioners.

PROPOSED RESOLUTION

**APPROVING A COLLECTIVE BARGAINING AGREEMENT**

**WHEREAS**, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

**WHEREAS**, a Collective Bargaining Agreement for the period of December 1, 2008 through November 30, 2012 has been negotiated between the County of Cook and the International Brotherhood of Teamsters Local 743 representing Provident Hospital Employees; and

**WHEREAS**, salary adjustments and general wage increases have already been approved and are reflected in the Salary Schedules included in the Collective Bargaining Agreement negotiated between the County of Cook and the International Brotherhood of Teamsters Local 743; and

**NOW THEREFORE BE IT RESOLVED**, that the Cook County Board of Commissioners does hereby approve the Collective Bargaining Agreement between the County of Cook and the International Brotherhood of Teamsters Local 743 representing Provident Hospital Employees; as provided by the Bureau of Human Resources.

**\*Referred to the Finance Subcommittee on Labor on July 10, 2012.**

**Commissioner Butler, seconded by Commissioner Gainer, moved the Approval of Communication No. 319028. The motion carried.**

**12-R-314  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT  
OF THE COOK COUNTY BOARD OF COMMISSIONERS**

**APPROVING SALARY SCHEDULE**

**WHEREAS**, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**WHEREAS**, a Collective Bargaining Agreement for the period of December 1, 2008 through November 30, 2012 has been negotiated between the County of Cook and the International Brotherhood of Teamsters Local 743 representing Provident Hospital Employees; and

**WHEREAS**, salary adjustments and general wage increases have already been approved and are reflected in the Salary Schedules included in the Collective Bargaining Agreement negotiated between the County of Cook and the International Brotherhood of Teamsters Local 743; and

**NOW THEREFORE BE IT RESOLVED**, that the Cook County Board of Commissioners does hereby approve the Collective Bargaining Agreement between the County of Cook and the International Brotherhood of Teamsters Local 743 representing Provident Hospital Employees; as provided by the Bureau of Human Resources.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

319029 APPROVING A COLLECTIVE BARGAINING AGREEMENT (PROPOSED RESOLUTION). Transmitting a Communication from Maureen O'Donnell, Chief, Bureau of Human Resources. Transmitting herewith a Collective Bargaining Agreement for your consideration and approval. Submitting a Proposed Resolution sponsored by Toni Preckwinkle, President, Cook County Board of Commissioners.

PROPOSED RESOLUTION

**APPROVING A COLLECTIVE BARGAINING AGREEMENT**

**WHEREAS**, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

**WHEREAS**, Collective Bargaining Agreements for the period of December 1, 2008 through November 30, 2012 have been negotiated between the County of Cook and the National Nurses Organizing Committee (NNOC); and

**WHEREAS**, salary adjustments and general wage increases have already been negotiated and are reflected in the Salary Schedules included in the Collective Bargaining Agreements negotiated between the County of Cook and the National Nurses Organizing Committee (NNOC); and

**NOW THEREFORE BE IT RESOLVED**, that the Cook County Board of Commissioners does hereby approve the Salary Schedules and wage adjustments between the County of Cook and the National Nurses Organizing Committee (NNOC) as provided by the Bureau of Human Resources; and

**\*Referred to the Finance Subcommittee on Labor on July 10, 2012.**

**Commissioner Butler, seconded by Vice Chairman Garcia, moved the Approval of Communication No. 319029. The motion carried.**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**12-R-315  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT  
OF THE COOK COUNTY BOARD OF COMMISSIONERS**

**APPROVING SALARY SCHEDULE**

**WHEREAS**, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

**WHEREAS**, Collective Bargaining Agreements for the period of December 1, 2008 through November 30, 2012 have been negotiated between the County of Cook and the National Nurses Organizing Committee (NNOC); and

**WHEREAS**, salary adjustments and general wage increases have already been negotiated and are reflected in the Salary Schedules included in the Collective Bargaining Agreements negotiated between the County of Cook and the National Nurses Organizing Committee (NNOC); and

**NOW THEREFORE BE IT RESOLVED**, that the Cook County Board of Commissioners does hereby approve the Salary Schedules and wage adjustments between the County of Cook and the National Nurses Organizing Committee (NNOC) as provided by the Bureau of Human Resources; and

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

319030 APPROVING SALARY SCHEDULES (PROPOSED RESOLUTION). Transmitting a Communication from Maureen O'Donnell, Chief, Bureau of Human Resources. Transmitting herewith a Collective Bargaining Agreement for your consideration and approval. Submitting a Proposed Resolution sponsored by Toni Preckwinkle, President, Cook County Board of Commissioners.

**PROPOSED RESOLUTION**

**APPROVING SALARY SCHEDULES**

**WHEREAS**, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

**WHEREAS**, a Salary Schedule for the period of December 1, 2008 through November 30, 2012 have been negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73 representing Highway Supervisors; and

**WHEREAS**, salary adjustments and general wage increases have been negotiated and are



**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

reflected in the Salary Schedules included in the Collective Bargaining Agreements negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73; and

**NOW THEREFORE BE IT RESOLVED**, that the Cook County Board of Commissioners does hereby approve the Salary Schedules and wage adjustments between the County of Cook and the Service Employees International Union (SEIU) Local 73 as provided by the Bureau of Human Resources; and

**BE IT FURTHER RESOLVED**, that the Chief of the Bureau of Human Resources and the Cook County Comptroller are hereby authorized to implement the Salary Schedules and wage adjustments as negotiated.

**Commissioner Butler, seconded by Vice Chairman Garcia, moved the Approval of Communication No. 319030. The motion carried.**

**12-R-316  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT  
OF THE COOK COUNTY BOARD OF COMMISSIONERS**

**APPROVING SALARY SCHEDULE**

**WHEREAS**, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

**WHEREAS**, a Salary Schedule for the period of December 1, 2008 through November 30, 2012 have been negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73 representing Highway Supervisors; and

**WHEREAS**, salary adjustments and general wage increases have been negotiated and are reflected in the Salary Schedules included in the Collective Bargaining Agreements negotiated between the County of Cook and Service Employees International Union (SEIU) Local 73; and

**NOW THEREFORE BE IT RESOLVED**, that the Cook County Board of Commissioners does hereby approve the Salary Schedules and wage adjustments between the County of Cook and the Service Employees International Union (SEIU) Local 73 as provided by the Bureau of Human Resources; and

**BE IT FURTHER RESOLVED**, that the Chief of the Bureau of Human Resources and the Cook County Comptroller are hereby authorized to implement the Salary Schedules and wage adjustments as negotiated.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Attest: DAVID ORR, County Clerk

Chairman Murphy asked the Secretary to the Board to call upon the registered public speaker, in accordance with Cook County Code, Sec. 2-107(dd):

1. George Blakemore                      Concerned Citizen

**Commissioner Gainer moved to adjourn the meeting, seconded by Vice Chairman Garcia. The motion carried and the meeting was adjourned.**

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

Communication No. 319027	Approved
Communication No. 319028	Approved
Communication No. 319029	Approved
Communication No. 319030	Approved

Respectfully submitted,

FINANCE SUBCOMMITTEE ON LABOR

JOAN PATRICIA MURPHY, Chairman

ATTEST: MATTHEW B. DeLEON, Secretary

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

**REPORT OF THE FINANCE SUBCOMMITTEE ON LITIGATION**

July 11, 2012

The Honorable,  
The Board of Commissioners of Cook County

Ladies and Gentlemen,

Your Finance Subcommittee on Litigation of the Board of Commissioners met pursuant to notice on Wednesday, July 11, 2012 at 11:00 a.m., in the County Building, Room 569, Chicago, Illinois.

**ATTENDANCE:**

Present:                      Chairman Silvestri, Vice Chairman Fritchey, Commissioners Collins, Schneider, Suffredin and Tobolski (6)

Absent:                      Commissioner Gainer (1)

Also Present:              Patrick Driscoll, Jr. – Deputy State’s Attorney, Chief, Civil Actions Bureau; Donald J. Pechous – Deputy Chief, Civil Actions Bureau; Paul A. Castiglioni, Michael A. Kuczvara, James C. Pullos, Mary Jo Smerz, Sandra J. Weber and

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Anthony E. Zecchin – Assistant States Attorneys; R. Hickey – Attorney-at-Law, Hickey, Melia & Associates; Christopher Kelleher –Attorney-at-Law, Querry & Harrow, Ltd.; Donald Lanzito – Attorney-at-Law, Peterson, Johnson & Murray, LLC

Court Reporter: Anthony W. Lisanti, C.S.R.

**Commissioner Schneider, seconded by Commissioner Suffredin, moved to Receive and File the State’s Attorney’s Status Reports. The motion carried.**

**Commissioner Suffredin, seconded by Commissioner Schneider, moved to convene Executive Session. The motion carried.**

Chairman Suffredin announced that the Subcommittee was returning to Regular Session.

**Commissioner Suffredin, seconded by Commissioner Tobolski, moved to Concur with the Recommendation of the State’s Attorney’s Office in the matter of *Terrence Austin v. Cook County and Former Commissioner Peraica*. The motion carried.**

**Commissioner Suffredin, seconded by Commissioner Tobolski, moved to Concur with the Recommendation of the State’s Attorney’s Office in the matter of *Bryant v. Lenti, et al.* The motion carried.**

**Commissioner Suffredin, seconded by Commissioner Tobolski, moved to Concur with the Recommendation of the State’s Attorney’s Office in the matter of *Chermaine Smith, et al. v. City of Chicago, et al.* The motion carried.**

**Commissioner Schneider, seconded by Commissioner Collins, moved to Concur with the Recommendation of the State’s Attorney’s Office in the matter of *Leonard Cahnmann, Christine Opp, and Edward Barrett v. State’s Attorney’s Office*. The motion carried.**

**Commissioner Schneider, seconded by Commissioner Collins, moved to Concur with the Recommendation of the State’s Attorney’s Office in the matter of *Ricky Granderson v. State’s Attorney’s Office*. The motion carried.**

**Commissioner Schneider, seconded by Commissioner Collins, moved to Concur with the Recommendation of the State’s Attorney’s Office in the matter of *Jacob Mitchell v. County of Cook, et al.* The motion carried.**

**Commissioner Schneider, seconded by Commissioner Collins, moved to Concur with the Recommendation of the State’s Attorney’s Office in the matter of *Wanda Harkins, Individually and as Next Friend of Raymone Bowe v. Norwegian American Hospital, Joseph Mejia, M.D., and County of Cook*. The motion carried.**

**Commissioner Tobolski, seconded by Commissioner Suffredin, moved to Receive and File the matter of *MB Financial Bank as Administrator of the Estate Of Wendy Cash, Deceased v. County of Cook, et al.* The motion carried.**

**Commissioner Tobolski, seconded by Commissioner Suffredin, moved to Receive and File the matter of *Hernandez v. Cook County Sheriff’s Dept., et al.* The motion carried.**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**Commissioner Tobolski, seconded by Commissioner Suffredin, moved to Receive and File the matter of *Michael Parish, et al. v. County of Cook & Sheriff*. The motion carried.**

Patrick Driscoll, Deputy State's Attorney, Chief, Civil Actions Bureau, agreed to provide reports, on an ongoing basis, which detail how much cases settle for, where settlement authority has been granted.

**Commissioner Tobolski, seconded by Commissioner Collins, moved to authorize invoice payments for special counsels (Tabs #1 through #11 in Volume 2) which are in compliance with the County's Attorney-Fee Guidelines. The motion carried.**

Tab 1	Tribler, Orpett & Meyer, P.C. Case No. 2010 IN 00661	ARDC Complaint Regarding Jerome Barrido
Tab 2	Donohue Brown Mathewson & Smyth LLC Case No. 09 CV 5027	<i>Santana v. Cook County Board of Review, et al.</i>
Tab 3	Rock, Fusco & Connelly, LLC Case No. 11 C 4028	<i>Capra v. Cook County</i>
Tab 4	Rock, Fusco & Connelly, LLC Case No. 11 C 4655	<i>Hayes-Newell, et al., v. Trost, et al.</i>
Tab 5	Rock, Fusco & Connelly, LLC Case No. 11 C 8126	<i>LaFranco v. Cook County, et al.</i>
Tab 6	Rock, Fusco & Connelly, LLC Case No. 08 C 3613	<i>Lambert v. Jamison, et al.</i>
Tab 7	Rock, Fusco & Connelly, LLC Case No. 09 C 5027	<i>Santana v. Cook County, et al.</i>
Tab 8	Rock, Fusco & Connelly, LLC Case No. 10 C 6682	<i>Satkar v. Cook County, et al.</i>
Tab 9	Querrey & Harrow, Ltd. Case No. 07 C 855	<i>Hernandez v. Cook County Sheriff's Department</i>
Tab 10	Peterson, Johnson & Murray, LLC Case No. 04 C 3367	<i>James Degorski v. Cook County Sheriff, et al.</i>
Tab 11	Peterson, Johnson & Murray, LLC Case No. 10 C 2946	<i>United States of America v. Cook County, et al.</i>

**Commissioner Suffredin, seconded by Commissioner Tobolski moved to Adjourn. The motion carried unanimously and the meeting was adjourned.**

Respectfully Submitted,

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

FINANCE SUBCOMMITTEE ON LITIGATION

PETER N. SILVESTRI, Chairman

ATTEST: MATTHEW B. DeLEON, Secretary

---

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

**REPORT OF THE FINANCE SUBCOMMITTEE ON LITIGATION**

July 23, 2012

The Honorable,  
The Board of Commissioners of Cook County

Ladies and Gentlemen,

Your Finance Subcommittee on Litigation of the Board of Commissioners met pursuant to notice on Monday, July 23, 2012 at 11:30 a.m., in the County Building, Room 569, Chicago, Illinois.

**ATTENDANCE:**

Present: Chairman Silvestri, Commissioners Gainer, Suffredin and Tobolski (4)

Absent: Vice Chairman Fritchey, Commissioners Collins and Schneider (3)

Also Present: Commissioners Butler, Garcia and Steele; Patrick Driscoll, Jr. – Deputy State’s Attorney, Chief, Civil Actions Bureau; Kent Ray and Allison C. Marshall – Assistant State’s Attorneys

Court Reporter: Anthony W. Lisanti, C.S.R.

**Commissioner Suffredin, seconded by Commissioner Tobolski, moved to suspend the County rules regarding the amount of time for noticing the meeting. The motion carried.**

**Commissioner Tobolski, seconded by Commissioner Gainer, moved to convene Executive Session. The motion carried.**

Chairman Suffredin announced that the Subcommittee was returning to Regular Session.

Chairman Suffredin asked the Secretary to the Board to call upon the registered public speaker, in accordance with Cook County Code, Sec. 2-107(dd):

1. George Blakemore – Concerned Citizen

**Commissioner Suffredin, seconded by Commissioner Gainer moved to Adjourn. The motion carried unanimously and the meeting was adjourned.**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Respectfully Submitted,

FINANCE SUBCOMMITTEE ON LITIGATION

PETER N. SILVESTRI, Chairman

ATTEST: MATTHEW B. DeLEON, Secretary

---

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

**REPORT OF THE FINANCE SUBCOMMITTEE ON REAL ESTATE BUSINESS  
AND ECONOMIC DEVELOPMENT**

July 24, 2012

The Honorable,  
The Board of Commissioners of Cook County

**ATTENDANCE**

Present: Chairman Garcia, Vice Chairman Murphy, Commissioners Butler and Schneider (4)

Absent: Commissioners Gorman, Reyes and Steele (3)

Also Present: Patrick Driscoll, Jr. – Deputy State’s Attorney, Chief, Civil Actions Bureau.

Ladies and Gentlemen:

Your Committee on Finance Subcommittee on Real Estate & Business & Economic Development of the Board of Commissioners of Cook County met pursuant to notice on Tuesday, July 24, 2012 at the hour of 8:30 A.M. in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois.

Chairman Garcia asked the Secretary to the Board to call upon the registered public speaker, in accordance with Cook County Code, Sec. 2-107(dd).

1. Tom Feltner, Vice President, Woodstock Institute
2. Richard Sciortino, President, Brinshore Development
3. Eithne McMenamín, Director of Policy, Chicago Coalition

Your Committee has considered the following items and upon adoption of this report, the recommendations are as follows:

319011 BUREAU OF ECONOMIC DEVELOPMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT (PROPOSED RESOLUTION). Transmitting a Communication, dated June 20, 2012 from Herman Brewer, Chief:

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

respectfully submitting this Resolution regarding Brighton Trading Inc.'s request for a Class 6b property tax incentive for special circumstances and substantial rehabilitation for an industrial building located at 4920 South Monitor, Chicago, Illinois in unincorporated Cook County. The applicant has leased the facility to Aqua Ocean for the warehousing and distribution of frozen fish.

Brighton Trading, Inc. requests approval of the tax incentive based on the special circumstances that the property has been vacant for more than 24 months; and there has been no purchase for value under the Class 6b Ordinance. This Resolution is required so that the company can complete its application to the Assessor of Cook County.

Submitting a Proposed Resolution sponsored by Toni Preckwinkle, President and John P. Daley, County Commissioner.

### PROPOSED RESOLUTION

**WHEREAS**, the Cook County Board of Commissioners has adopted a Real Property Assessment Classification 6b incentive that provides an applicant a reduction in the assessment level for an industrial facility; and

**WHEREAS**, the County Board of Commissioners has received and reviewed an application from Brighton Trading Inc. located in an unincorporated area of Cook County for an abandoned industrial facility located at 4902 South Monitor, Chicago, Cook County, Illinois, County Board District #11, Property Index Number: 19-08-202-032-0000; and

**WHEREAS**, Cook County has defined abandoned property as buildings and other structures that, after having been vacant and unused for at least 24 months, are purchased for value by a purchaser in whom the seller has no direct financial interest; and

**WHEREAS**, industrial real estate is normally assessed at 25% of its market value. Qualifying industrial real estate eligible for the Class 6b can receive a significant reduction in the level of assessment from the date that new construction or rehabilitation has been completed, or in the case of abandoned property from the date of substantial re-occupancy. Properties receiving Class 6b will be assessed at 10% of the market value for 10 years, 15% for the 11th year and 20% in the 12th year; and

**WHEREAS**, in the instance where the property does not meet the definition of abandoned property, the municipality or the Board of Commissioners, may determine that special circumstances justify finding that the property is abandoned for the purpose of Class 6b; and

**WHEREAS**, the real estate is located in an unincorporated area of Cook County, the Cook County Board must by lawful Resolution or Ordinance, expressly state that it supports and consents to the filling of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property; and

**WHEREAS**, in the case of abandonment of over 24 months and no purchase for value by a disinterested buyer, the County may determine that special circumstances justify finding the property is deemed abandoned; and

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**WHEREAS**, the Cook County Board of Commissioners has determined that the building was abandoned for 41 months at the time of application, with no purchase for value and that special circumstances are present; and

**WHEREAS**, the applicant estimates that the re-occupancy will create 3 new full-time jobs and 4 part-time jobs; and

**WHEREAS**, the County of Cook finds that the Class 6b tax incentive is necessary for development to occur on this specific real estate. The County of Cook further cites that the subject property has been vacant and unused for more than 24 months and there will be no purchase for value; and

**WHEREAS**, the applicant acknowledges that it must provide an affidavit to the Assessor's Office stipulating that it is in compliance with the County's Living Wage Ordinance prior to receiving the Class 6b incentive on the subject property.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Commissioners of the County of Cook, State of Illinois, that the President and Board of Commissioners validate the property located at 4902 South Monitor, Chicago, Cook County, Illinois, is deemed abandoned with special circumstances under the Class 6b; and

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Office of the Cook County Assessor.

**\*Referred to the Finance Subcommittee on Real Estate & Business & Economic Development on 7/10/12.**

**Vice Chairman Murphy, seconded by Commissioner Butler, moved the Approval of Communication No. 319011. The motion carried.**

**12-R-317  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT  
AND JOHN P. DALEY, COUNTY COMMISSIONER**

**WHEREAS**, the Cook County Board of Commissioners has adopted a Real Property Assessment Classification 6b incentive that provides an applicant a reduction in the assessment level for an industrial facility; and

**WHEREAS**, the County Board of Commissioners has received and reviewed an application from Brighton Trading Inc. located in an unincorporated area of Cook County for an abandoned industrial facility located at 4902 South Monitor, Chicago, Cook County, Illinois, County Board District #11, Property Index Number: 19-08-202-032-0000; and

**WHEREAS**, Cook County has defined abandoned property as buildings and other structures that, after having been vacant and unused for at least 24 months, are purchased for value by a purchaser in whom the seller has no direct financial interest; and



**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**WHEREAS**, industrial real estate is normally assessed at 25% of its market value. Qualifying industrial real estate eligible for the Class 6b can receive a significant reduction in the level of assessment from the date that new construction or rehabilitation has been completed, or in the case of abandoned property from the date of substantial re-occupancy. Properties receiving Class 6b will be assessed at 10% of the market value for 10 years, 15% for the 11th year and 20% in the 12th year; and

**WHEREAS**, in the instance where the property does not meet the definition of abandoned property, the municipality or the Board of Commissioners, may determine that special circumstances justify finding that the property is abandoned for the purpose of Class 6b; and

**WHEREAS**, the real estate is located in an unincorporated area of Cook County, the Cook County Board must by lawful Resolution or Ordinance, expressly state that it supports and consents to the filling of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property; and

**WHEREAS**, in the case of abandonment of over 24 months and no purchase for value by a disinterested buyer, the County may determine that special circumstances justify finding the property is deemed abandoned; and

**WHEREAS**, the Cook County Board of Commissioners has determined that the building was abandoned for 41 months at the time of application, with no purchase for value and that special circumstances are present; and

**WHEREAS**, the applicant estimates that the re-occupancy will create 3 new full-time jobs and 4 part-time jobs; and

**WHEREAS**, the County of Cook finds that the Class 6b tax incentive is necessary for development to occur on this specific real estate. The County of Cook further cites that the subject property has been vacant and unused for more than 24 months and there will be no purchase for value; and

**WHEREAS**, the applicant acknowledges that it must provide an affidavit to the Assessor's Office stipulating that it is in compliance with the County's Living Wage Ordinance prior to receiving the Class 6b incentive on the subject property.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Commissioners of the County of Cook, State of Illinois, that the President and Board of Commissioners validate the property located at 4902 South Monitor, Chicago, Cook County, Illinois, is deemed abandoned with special circumstances under the Class 6b; and

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Office of the Cook County Assessor.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

319012 BUREAU OF ECONOMIC DEVELOPMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT (PROPOSED RESOLUTION). Transmitting a Communication, dated

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

June 10, 2012 from Herman Brewer, Chief:

respectfully submitting this Resolution regarding T. H. Davidson & Co., Inc.'s request for a Class 8 property tax incentive for special circumstances for an industrial building located at 3932 West 149th Street, Midlothian, Illinois. The applicant has leased the building to Welsh Red-E-Mix, a concrete manufacturing and distribution company.

T. H. Davidson & Co., Inc. requests approval of the tax incentive based on the special circumstances that the property has been vacant for more than 24 months; and there has been no purchase for value under the Class 8 Ordinance. This Resolution is required so that the company can complete its application to the Assessor of Cook County.

Submitting a Proposed Resolution sponsored by Toni Preckwinkle, President and Joan Patricia Murphy, County Commissioner.

### PROPOSED RESOLUTION

**WHEREAS**, the Cook County Board of Commissioners has adopted a Real Property Assessment Classification 8 that provides an applicant a reduction in the assessment level for an industrial facility; and

**WHEREAS**, the County Board of Commissioners has received and reviewed an application from T.H. Davidson & Co., Inc. and Resolution No. 11-0525-C from the Village of Midlothian for an abandoned industrial facility located at 3932 West 149th Street, Midlothian, Cook County, County Board District #6, Property Index Numbers: 28-11-308-001-0000; 28-11-308-002-0000 and 28-11-308-020-0000; and

**WHEREAS**, Cook County has defined abandoned property as buildings and other structures that, after having been vacant and unused for at least 24 months, are purchased for value by a purchaser in whom the seller has no direct financial interest; and

**WHEREAS**; industrial real estate is normally assessed at 25% of its market value, qualifying industrial real estate eligible for the Class 8 can receive a significant reduction in the level of assessment from the date that new construction or rehabilitation has been completed, or in the case of abandoned property from the date of substantial re-occupancy. Properties receiving Class 8 will be assessed at 10% of the market value for 10 years, 15% for the 11th year and 20% in the 12th year; and

**WHEREAS**, in the instance where the property does not meet the definition of abandoned property, the municipality or the Board of Commissioners, may determine that special circumstances justify finding that the property is abandoned for the purpose of Class 8; and

**WHEREAS**, in the case of abandonment of over 24 months and no purchase for value by a disinterested buyer, the County may determine that special circumstances justify finding the property is deemed abandoned; and

**WHEREAS**, Class 8 requires a Resolution by the County Board validating the property is deemed abandoned for the purpose of Class 8; and

**WHEREAS**, the Cook County Board of Commissioners has determined that the building has been abandoned for 31 months, at the time of application, with no purchase for value

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

and that special circumstances are present; and

**WHEREAS**, the re-occupancy will create an estimated four (4) to 15 new full-time jobs, retain one (1) to two (2) part-time jobs and seven (7) to 15 construction jobs and the Village of Midlothian states the Class 8 is necessary for development to occur on this specific real estate. The municipal Resolution cites the special circumstances include that the property has been vacant for over 24 months and there has been no purchase for value.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Commissioners of the County of Cook, that the President and Board of Commissioners validate the property located at 3932 West 149th Street, Midlothian, Cook County, Illinois, is deemed abandoned with special circumstances under the Class 8; and

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Office of the Cook County Assessor.

**\*Referred to the Finance Subcommittee on Real Estate & Business & Economic Development on 7/10/12.**

**Vice Chairman Murphy, seconded by Commissioner Butler, moved the Approval of Communication No. 319012. The motion carried.**

**12-R-318  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT  
AND JOAN PATRICIA MURPHY, COUNTY COMMISSIONER**

**WHEREAS**, the Cook County Board of Commissioners has adopted a Real Property Assessment Classification 8 that provides an applicant a reduction in the assessment level for an industrial facility; and

**WHEREAS**, the County Board of Commissioners has received and reviewed an application from T.H. Davidson & Co., Inc. and Resolution No. 11-0525-C from the Village of Midlothian for an abandoned industrial facility located at 3932 West 149th Street, Midlothian, Cook County, County Board District #6, Property Index Numbers: 28-11-308-001-0000; 28-11-308-002-0000 and 28-11-308-020-0000; and

**WHEREAS**, Cook County has defined abandoned property as buildings and other structures that, after having been vacant and unused for at least 24 months, are purchased for value by a purchaser in whom the seller has no direct financial interest; and

**WHEREAS**; industrial real estate is normally assessed at 25% of its market value, qualifying industrial real estate eligible for the Class 8 can receive a significant reduction in the level of assessment from the date that new construction or rehabilitation has been completed, or in the case of abandoned property from the date of substantial re-occupancy. Properties receiving Class 8 will be assessed at 10% of the market value for 10 years, 15% for the 11th year and 20% in the 12th year; and

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**WHEREAS**, in the instance where the property does not meet the definition of abandoned property, the municipality or the Board of Commissioners, may determine that special circumstances justify finding that the property is abandoned for the purpose of Class 8; and

**WHEREAS**, in the case of abandonment of over 24 months and no purchase for value by a disinterested buyer, the County may determine that special circumstances justify finding the property is deemed abandoned; and

**WHEREAS**, Class 8 requires a Resolution by the County Board validating the property is deemed abandoned for the purpose of Class 8; and

**WHEREAS**, the Cook County Board of Commissioners has determined that the building has been abandoned for 31 months, at the time of application, with no purchase for value and that special circumstances are present; and

**WHEREAS**, the re-occupancy will create an estimated four (4) to 15 new full-time jobs, retain one (1) to two (2) part-time jobs and seven (7) to 15 construction jobs and the Village of Midlothian states the Class 8 is necessary for development to occur on this specific real estate. The municipal Resolution cites the special circumstances include that the property has been vacant for over 24 months and there has been no purchase for value.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Commissioners of the County of Cook, that the President and Board of Commissioners validate the property located at 3932 West 149th Street, Midlothian, Cook County, Illinois, is deemed abandoned with special circumstances under the Class 8; and

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Office of the Cook County Assessor.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

319013 BUREAU OF ECONOMIC DEVELOPMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT (PROPOSED RESOLUTION). Transmitting a Communication, dated June 20, 2012 from Herman Brewer, Chief:

respectfully submitting this Resolution regarding Essen Global, Inc.'s request for a Class 6b property tax incentive for special circumstances for an industrial building located at 740 Bonnie Lane, Elk Grove Village, Illinois. The applicant intends to lease to Glow with Us, the owners company for the warehouse and distribution of glow-in-the-dark, light-up and promotional products.

Essen Global, Inc. requests approval of the tax incentive based on the special circumstances that the property has been vacant for less than 24 months; and has been purchased for value under the Class 6b Ordinance. This resolution is required so that the company can complete its application to the Assessor of Cook County.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Submitting a Proposed Resolution sponsored by Toni Preckwinkle, President and ELIZABETH "LIZ" DOODY GORMAN, County Commissioner.

### PROPOSED RESOLUTION

**WHEREAS**, the Cook County Board of Commissioners has adopted a Real Property Assessment Classification 6b that provides an applicant a reduction in the assessment level for an industrial facility; and

**WHEREAS**, the County Board of Commissioners has received and reviewed an application from Essen Global, Inc. and Resolution No. 38-11 from the Village of Elk Grove Village for an abandoned industrial facility located at 740 Bonnie Lane, Elk Grove Village, Cook County, Illinois, County Board District #17, Property Index Number: 08-27-102-134-1003; and

**WHEREAS**, Cook County has defined abandoned property as buildings and other structures that, after having been vacant and unused for at least 24 months, are purchased for value by a purchaser in whom the seller has no direct financial interest; and

**WHEREAS**, industrial real estate is normally assessed at 25% of its market value. Qualifying industrial real estate eligible for the Class 6b can receive a significant reduction in the level of assessment from the date that new construction or rehabilitation has been completed, or in the case of abandoned property from the date of substantial re-occupancy. Properties receiving Class 6b will be assessed at 10% of the market value for 10 years, 15% for the 11th year and 20% in the 12th year; and

**WHEREAS**, in the instance where the property does not meet the definition of abandoned property, the municipality or the Board of Commissioners, may determine that special circumstances justify finding that the property is abandoned for the purpose of Class 6b; and

**WHEREAS**, in the case of abandonment of less than 24 months and purchase for value by a disinterested buyer, the County may determine that special circumstances justify finding the property is deemed abandoned; and

**WHEREAS**, Class 6b requires a Resolution by the County Board validating the property is deemed abandoned for the purpose of Class 6b and

**WHEREAS**, the Cook County Board of Commissioners has determined that the building has been abandoned for 13 months, at the time of application, with no purchase for value and that special circumstances are present; and

**WHEREAS**, the re-occupancy will retain 2 full time jobs; create an estimated 2-4 new full-time jobs; and

**WHEREAS**, the Village of Elk Grove Village states the Class 6b is necessary for development to occur on this specific real estate. The municipal resolution cites the special circumstances include that the property has been vacant for less than 24 months; and has been purchased for value; and

**WHEREAS**, the applicant acknowledges that it must provide an affidavit to the Assessor's

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Office stipulating that it is in compliance with the County's Living Wage Ordinance prior to receiving the Class 6b incentive on the subject property.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Commissioners of the County of Cook, that the President and Board of Commissioners validate the property located at 740 Bonnie Lane, Elk Grove Village, Cook County, Illinois, is deemed abandoned with special circumstances under the Class 6b; and

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Office of the Cook County Assessor.

**\*Referred to the Finance Subcommittee on Real Estate & Business & Economic Development on 7/10/12.**

**Vice Chairman Murphy, seconded by Commissioner Butler, moved the Approval of Communication No. 319013. The motion carried.**

**12-R-319  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT  
AND ELIZABETH "LIZ" DOODY GORMAN, COUNTY COMMISSIONER**

**WHEREAS**, the Cook County Board of Commissioners has adopted a Real Property Assessment Classification 6b that provides an applicant a reduction in the assessment level for an industrial facility; and

**WHEREAS**, the County Board of Commissioners has received and reviewed an application from Essen Global, Inc. and Resolution No. 38-11 from the Village of Elk Grove Village for an abandoned industrial facility located at 740 Bonnie Lane, Elk Grove Village, Cook County, Illinois, County Board District #17, Property Index Number: 08-27-102-134-1003; and

**WHEREAS**, Cook County has defined abandoned property as buildings and other structures that, after having been vacant and unused for at least 24 months, are purchased for value by a purchaser in whom the seller has no direct financial interest; and

**WHEREAS**, industrial real estate is normally assessed at 25% of its market value. Qualifying industrial real estate eligible for the Class 6b can receive a significant reduction in the level of assessment from the date that new construction or rehabilitation has been completed, or in the case of abandoned property from the date of substantial re-occupancy. Properties receiving Class 6b will be assessed at 10% of the market value for 10 years, 15% for the 11th year and 20% in the 12th year; and

**WHEREAS**, in the instance where the property does not meet the definition of abandoned property, the municipality or the Board of Commissioners, may determine that special circumstances justify finding that the property is abandoned for the purpose of Class 6b; and

**WHEREAS**, in the case of abandonment of less than 24 months and purchase for value by a disinterested buyer, the County may determine that special circumstances justify finding the property is deemed abandoned; and

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**WHEREAS**, Class 6b requires a Resolution by the County Board validating the property is deemed abandoned for the purpose of Class 6b and

**WHEREAS**, the Cook County Board of Commissioners has determined that the building has been abandoned for 13 months, at the time of application, with no purchase for value and that special circumstances are present; and

**WHEREAS**, the re-occupancy will retain 2 full time jobs; create an estimated 2-4 new full-time jobs; and

**WHEREAS**, the Village of Elk Grove Village states the Class 6b is necessary for development to occur on this specific real estate. The municipal resolution cites the special circumstances include that the property has been vacant for less than 24 months; and has been purchased for value; and

**WHEREAS**, the applicant acknowledges that it must provide an affidavit to the Assessor's Office stipulating that it is in compliance with the County's Living Wage Ordinance prior to receiving the Class 6b incentive on the subject property.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Commissioners of the County of Cook, that the President and Board of Commissioners validate the property located at 740 Bonnie Lane, Elk Grove Village, Cook County, Illinois, is deemed abandoned with special circumstances under the Class 6b; and

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Office of the Cook County Assessor.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

318665 ESTABLISHING A COOK COUNTY LAND BANK ADVISORY COMMITTEE (PROPOSED RESOLUTION). Submitting a Proposed Resolution sponsored by Toni Preckwinkle, President and Bridget Gainer, County Commissioner.

The following is a synopsis of the Proposed Resolution:

PROPOSED RESOLUTION

**ESTABLISHING A COOK COUNTY LAND BANK ADVISORY COMMITTEE**

**WHEREAS**, the current housing and economic crisis has deep and wide-ranging consequences in Cook County; and

**WHEREAS**, the growing incidence of vacant, abandoned, tax-delinquent, and foreclosed properties in neighborhoods throughout the region have had a chilling effect on economic development and cause harm to overall economic health; and

**WHEREAS**, the problem only threatens to deepen as more than 85,000 foreclosure cases

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

are currently pending in Cook County which may lead to the lowering of neighbors' property values, weakening the tax base, and imposing additional costs on local government; and

**WHEREAS**, foreclosure and vacant buildings cannot be contained by suburban borders, ward boundaries or districts; we must tackle vacant and abandoned properties throughout the County by repurposing the tools and resources that reside in our home rule authority; and

**NOW, THEREFORE BE IT RESOLVED**, that the President of the Cook County Board assemble a Cook County Land Bank Advisory Committee ("Advisory Committee") that may include but not be limited to representatives from the President's Office, Cook County Bureau of Economic Development, City of Chicago, Housing Authority of Cook County, Office of the Cook County State's Attorney, Suburban Elected Officials, Suburban Mayors and Managers Associations, regional planning agencies, civic leaders, affordable housing developers, and local realtors within 60 days of the passage of this Resolution; and

**BE IT FURTHER RESOLVED**, that the Advisory Committee shall consider potential models for a Cook County Land Bank, including but not limited to: (1) creation of a not-for-profit redevelopment authority established under the County's charter in partnership with the Bureau of Economic Development; (2) creation of a permanent Countywide Advisory Board established by the Cook County Board President to work with a designated not-for-profit development authority or the Cook County Bureau of Economic Development to approve the placement of property into a Land Bank Authority created by the Cook County; or (3) creation of a not-for-profit redevelopment authority established under the Housing Authority of Cook County in partnership with Cook County; and

**BE IT FURTHER RESOLVED**, in determining the recommended Cook County Land Bank model, the Advisory Committee shall consider at a minimum the following goals: (1) ability to eliminate harms caused by vacant, abandoned, and tax-delinquent properties by returning them to productive use; (2) ability to eliminate barriers to returning properties to productive use, such as cloudy title; and (3) ability to hold properties for a limited duration until they can be effectively conveyed to new owners in accordance with redevelopment plans; and

**BE IT FURTHER RESOLVED**, in determining the recommended Cook County Land Bank model, the Advisory Committee shall at a minimum consider the following benefits of creating a Countywide Land Bank: (1) vacant, abandoned, and tax-delinquent properties that have been allowed to become growing liabilities to communities could be returned to productive use; (2) the tax base could be strengthened by returning unproductive properties to productive use; (3) planning capacity available to local communities could be increased; and (4) property targeted for redevelopment could be held in trust, reducing the number of repeated transfers of low value property by speculators; and

**BE IT FURTHER RESOLVED**, the Advisory Committee should take into consideration the potential budget, target areas, scope of services and governance of a Cook County Land Bank with the goals stated above; and

**BE IT FURTHER RESOLVED**, the Advisory Committee shall further evaluate methods and recommend initiatives to further market existing tax credit classes via the Cook County Bureau of Economic Development which would allow for the conveyance of



**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

various tax exemptions upon the authorization of the Cook County Board that could lead to revitalization, incentivize economic growth, facilitate affordable housing and increase open space; and

**BE IT FURTHER RESOLVED**, the Advisory Committee shall make recommendations within 60 days of appointment of the Advisory Committee, to the President and Board of Commissioners of Cook County recommending a model or models for a countywide Cook County Land Bank; and

**BE IT FURTHER RESOLVED**, the Advisory Committee shall make recommendations within 90 days of appointment of the Advisory Committee, to the President and Board of Commissioners of Cook County recommending additional ways to market and benefits of marketing existing tax credit classes.

**\*Referred to the Finance Subcommittee on Real Estate & Business & Economic Development on 6/19/12.**

**Vice Chairman Murphy, seconded by Commissioner Butler, moved the Approval of Communication No. 318665. The motion carried.**

**12-R-320  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT  
AND BRIDGET GAINER, COUNTY COMMISSIONER**

**ESTABLISHING A COOK COUNTY LAND BANK ADVISORY COMMITTEE**

**WHEREAS**, the current housing and economic crisis has deep and wide-ranging consequences in Cook County; and

**WHEREAS**, the growing incidence of vacant, abandoned, tax-delinquent, and foreclosed properties in neighborhoods throughout the region have had a chilling effect on economic development and cause harm to overall economic health; and

**WHEREAS**, the problem only threatens to deepen as more than 85,000 foreclosure cases are currently pending in Cook County which may lead to the lowering of neighbors' property values, weakening the tax base, and imposing additional costs on local government; and

**WHEREAS**, foreclosure and vacant buildings cannot be contained by suburban borders, ward boundaries or districts; we must tackle vacant and abandoned properties throughout the County by repurposing the tools and resources that reside in our home rule authority; and

**WHEREAS**, we must employ these resources in partnership with other local governments and agencies to preserve communities, spur growth and development; and

**WHEREAS**, creating a Countywide Land bank as a revitalization tool would have the ability to provide redevelopment and revitalization services to participating municipalities in Cook County; and

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

**WHEREAS**, to help address the further increase and threat of vacant and abandoned property, Cook County proposes the creation of a Land Bank that could be applied countywide; and

**WHEREAS**, the formation of a Land Bank could assist in returning vacant and foreclosed property in Cook County back to active tax paying status, but also to be a catalyst to foster quality economic development, increase affordable housing and provide long-term community stabilization, revitalization and preservation; and

**WHEREAS**, across the country, Land Banks have been a successful tool in creating and maintaining affordable housing including through the transformation of vacant buildings into rental and viable commercial properties; and

**WHEREAS**, we must explore the formation of a Cook County Land Bank and recommend additional ways to reduce the financial and social cost to our communities and local governments by reducing and re-purposing vacant, abandoned, and non-tax-producing properties; and

**NOW, THEREFORE BE IT RESOLVED**, that the President of the Cook County Board assemble a Cook County Land Bank Advisory Committee (“Advisory Committee”) that may include but not be limited to representatives from the President's Office, Cook County Bureau of Economic Development, City of Chicago, Housing Authority of Cook County, Office of the Cook County State’s Attorney, Suburban Elected Officials, Suburban Mayors and Managers Associations, regional planning agencies, civic leaders, affordable housing developers, and local realtors within 60 days of the passage of this Resolution; and

**BE IT FURTHER RESOLVED**, that the Advisory Committee shall consider potential models for a Cook County Land Bank, including but not limited to: (1) creation of a not-for-profit redevelopment authority established under the County’s charter in partnership with the Bureau of Economic Development; (2) creation of a permanent Countywide Advisory Board established by the Cook County Board President to work with a designated not-for-profit development authority or the Cook County Bureau of Economic Development to approve the placement of property into a Land Bank Authority created by the Cook County; or (3) creation of a not-for-profit redevelopment authority established under the Housing Authority of Cook County in partnership with Cook County; and

**BE IT FURTHER RESOLVED**, in determining the recommended Cook County Land Bank model, the Advisory Committee shall consider at a minimum the following goals: (1) ability to eliminate harms caused by vacant, abandoned, and tax-delinquent properties by returning them to productive use; (2) ability to eliminate barriers to returning properties to productive use, such as cloudy title; and (3) ability to hold properties for a limited duration until they can be effectively conveyed to new owners in accordance with redevelopment plans; and

**BE IT FURTHER RESOLVED**, in determining the recommended Cook County Land Bank model, the Advisory Committee shall at a minimum consider the following benefits of creating a Countywide Land Bank: (1) vacant, abandoned, and tax-delinquent properties that have been allowed to become growing liabilities to communities could be returned to productive use; (2) the tax base could be strengthened by returning unproductive properties to productive use; (3) planning capacity available to local communities could be increased; and (4) property targeted for redevelopment could be held in trust, reducing the number of repeated transfers of low value property by speculators; and

**BE IT FURTHER RESOLVED**, the Advisory Committee should take into consideration the potential budget, target areas, scope of services and governance of a Cook County Land Bank with the goals stated above; and

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**BE IT FURTHER RESOLVED**, the Advisory Committee shall further evaluate methods and recommend initiatives to further market existing tax credit classes via the Cook County Bureau of Economic Development which would allow for the conveyance of various tax exemptions upon the authorization of the Cook County Board that could lead to revitalization, incentivize economic growth, facilitate affordable housing and increase open space; and

**BE IT FURTHER RESOLVED**, the Advisory Committee shall make recommendations within 60 days of appointment of the Advisory Committee, to the President and Board of Commissioners of Cook County recommending a model or models for a countywide Cook County Land Bank; and

**BE IT FURTHER RESOLVED**, the Advisory Committee shall make recommendations within 90 days of appointment of the Advisory Committee, to the President and Board of Commissioners of Cook County recommending additional ways to market and benefits of marketing existing tax credit classes.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

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

Communication No. 319011	Approved
Communication No. 319012	Approved
Communication No. 319013	Approved
Communication No. 318665	Approved

**Vice Chairman Murphy moved to adjourn the meeting, seconded by Commissioner Butler. The motion carried and the meeting was adjourned.**

Respectfully submitted,

FINANCE SUBCOMMITTEE ON RESTATE BUSINESS AND ECONOMIC DEVELOPMENT

JESUS G. GARCIA, Chairman

ATTEST: MATTHEW B. DeLEON, Secretary

---

Commissioner Gorman, seconded by Commissioner Murphy moved that the Report of the Committee on Finance Real Estate Business & Economic Development Subcommittee be approved and adopted. **The motion carried unanimously.**

**REPORT OF THE FINANCE SUBCOMMITTEE ON WORKERS' COMPENSATION**

July 10, 2012

The Honorable,

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

The Finance Committee of  
The Board of Commissioners  
of Cook County,

Ladies and Gentlemen,

Your Workers' Compensation Subcommittee of the Finance Committee of the Board of Commissioners met pursuant to notice Tuesday, July 10, 2012 at 11:00 A.M., in Room 569 of the County Building, 118 N. Clark Street.

**ATTENDANCE:**

Present: Chairman Schneider, and Vice Chairman Reyes Commissioners Fritchey, Garcia and Tobolski (5)

Absent: None (0)

**Commissioner Tobolski seconded by Vice Chairman Reyes, moved that the Workers' Compensation Subcommittee convene in Executive Session to consider matters of pending Workers' Compensation. The motion carried.**

**Commissioner Tobolski seconded by Vice Chairman Reyes, moved that the Workers' Compensation Subcommittee convene in Open Session to consider the matters of pending Workers' Compensation. The motion carried.**

**Commissioner Tobolski seconded by Vice Chairman Reyes, moved Approval of the cases over \$25,000.00. The motion carried.**

**1. SETTLEMENTS**

**A. Health Facilities**

**SALAS, ALMA**  
**06 WC 48175**

**\$41,216.12**

The Petitioner slipped on ice and fell, landing on her right arm and shoulder.

**Commissioner Tobolski, seconded by Vice Chairman Reyes moved Approval. The motion carried.**

**B. County Government**

**DEBRO, TROY**  
**10 WC 13362**

**\$36,782.45**

The Petitioner was lifting his barber chair in order to put it on a cart and injured his right shoulder.

**10 WC 19926 Dismissal**  
**10 WC 22376 Dismissal**  
**10 WC 22377 Dismissal**

Commissioner Tobolski, seconded by Vice Chairman Reyes moved Approval. The motion carried.

2. DECISIONS

A. Health Facilities

DANEK, JOSEFINA  
05 WC 00432

**\$28,519.00**

The Petitioner injured her lower back while bending over to retrieve items during an inventory of department supplies.

Commissioner Tobolski, seconded by Vice Chairman Reyes moved Approval. The motion carried.

B. County Government

NOWACKI, JOSEPH  
08 WC 52074

**\$129,105.00**

The Petitioner claimed a mental injury, head, and upper body injuries due to his being struck by the rear bed of a truck he was attempting to get into after picking up road construction signs.

Commissioner Tobolski, seconded by Vice Chairman Reyes moved Approval. The motion carried.

Commissioner Garcia, seconded by Commissioner Tobolski, moved to adjourn. The motion carried unanimously and the meeting was adjourned.

Respectfully submitted,

FINANCE SUBCOMMITTEE ON WORKERS' COMPENSATION

TIMOTHY O. SCHNEIDER, Chairman

ATTEST: MATTHEW B. DeLEON, Secretary

Commissioner Schneider, seconded by Commissioner Steele, moved that the Report of the Finance Subcommittee on Workers' Compensation be approved and adopted. **The motion carried unanimously.**

REPORT OF THE AUDIT COMMITTEE

July 23, 2012

The Honorable,  
The Board of Commissioners of Cook County

**ATTENDANCE**

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Present: Chairman Daley, Commissioners Butler, Gainer and Gorman (4)

Ex-Officio Members: Laura A. Burman – Cook County Auditor and Tariq Malhance – Chief Financial Officer (2)

Absent: Vice Chairman Goslin, Commissioners Reyes and Schneider (3)

Also Present: Commissioner Garcia; Reshma Soni – Interim Comptroller; Lisa Walik – Director of Risk Management

Court Reporter: Anthony W. Lisanti, C.S.R.

Ladies and Gentlemen:

Your Audit Committee of the Board of Commissioners of Cook County met pursuant to notice on Monday, July 23, 2012 at the hour of 1:30 PM in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois.

Chairman Daley entered into the record a letter of inquiry to Tariq Malhance, Chief Financial Officer, and a letter from Mr. Malhance with his response. Chairman Daley then called upon Mr. Malhance to present his analysis of the 2011 financial statements and supporting documentation.

Your Committee has considered the following items and upon adoption of this report, the recommendations are as follows:

318991 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE FISCAL YEAR ENDED NOVEMBER 30, 2011. Transmitting a Communication, dated June 20, 2012 from Tariq Malhance, Chief Financial Officer, Bureau of Finance, and Reshma Soni, Interim Comptroller:

Subject: Comprehensive Annual Financial Report (CAFR)  
for the Fiscal Year ended November 30, 2011

submitting herewith a copy of Cook County's Comprehensive Annual Financial Report (CAFR) for the fiscal year ended November 30, 2011, prepared by the Cook County Office of the Comptroller and audited by McGladrey, LLP. Respectfully request that the report be referred to the Cook County Board's Audit Committee for further consideration.

**\* Referred to the Audit Committee on July 10, 2012.**

**Commissioner Gainer, seconded by Commissioner Butler, moved to Receive and File Communication No. 318991. The motion carried.**

318992 COOK COUNTY'S BASIC FINANCIAL STATEMENTS (with reference to Governmental Auditing Standards) FOR THE FISCAL YEAR ENDED NOVEMBER 30, 2011. Transmitting a Communication, dated June 20, 2012 from Tariq Malhance, Chief Financial Officer, Bureau of Finance, and Reshma Soni, Interim Comptroller:

Subject: Cook County's Basic Financial Statements for  
for the fiscal year ended November 30, 2011

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

submitting herewith a copy of Cook County's Basic Financial Statements for Single Audit Report for the fiscal year ended November 30, 2011, prepared by the Cook County Office of the Comptroller and audited by McGladrey, LLP. Respectfully request that the report be referred to the Cook County Board's Audit Committee for further consideration.

**\* Referred to the Audit Committee on July 10, 2012.**

**Commissioner Gainer, seconded by Commissioner Butler, moved to Receive and File Communication No. 318992. The motion carried.**

318993 COOK COUNTY REPORT TO MANAGEMENT FOR THE YEAR ENDED NOVEMBER 30, 2011. Transmitting a Communication, dated June 20, 2012 from Tariq Malhance, Chief Financial Officer, Bureau of Finance, and Reshma Soni, Interim Comptroller:

submitting herewith a copy of the Cook County Report to Management for the Year Ended November 30, 2011 prepared by McGladrey, LLP with responses from Cook County Management. Respectfully request that the report be referred to the Cook County Board's Audit Committee for further consideration.

**\* Referred to the Audit Committee on July 10, 2012.**

**Commissioner Gainer, seconded by Commissioner Butler, moved to Receive and File Communication No. 318993. The motion carried.**

318994 COOK COUNTY HEALTH AND HOSPITALS SYSTEM (CCHHS) FINANCIAL STATEMENTS FOR THE YEAR ENDED NOVEMBER 30, 2011, COMBINING SUPPLEMENTAL SCHEDULES AS OF AND FOR THE YEAR ENDED NOVEMBER 30, 2011, AND INDEPENDENT AUDITORS' REPORT. Transmitting a Communication, dated June 20, 2012 from Tariq Malhance, Chief Financial Officer, Bureau of Finance, and Reshma Soni, Interim Comptroller:

Submitting herewith a copy of the Cook County Health and Hospitals System (CCHHS, an Enterprise Fund of Cook County) Financial Statements for the Year Ended November 30, 2011, and Independent Auditors' Report prepared by the CCHHS Finance Office and audited by McGladrey, LLP, with responses from CCHHS Management. Respectfully request that the report be referred to the Cook County Board's Audit Committee for further consideration.

**\* Referred to the Audit Committee on July 10, 2012.**

**Commissioner Gainer, seconded by Commissioner Butler, moved to Receive and File Communication No. 318994. The motion carried.**

318995 COOK COUNTY HEALTH AND HOSPITALS SYSTEM (CCHHS) REPORT TO MANAGEMENT AS OF AND FOR THE FISCAL YEAR ENDED NOVEMBER 30, 2011. Transmitting a Communication, dated June 20, 2012 from Tariq Malhance, Chief Financial Officer, Bureau of Finance, and Reshma Soni, Interim Comptroller:

submitting herewith a copy of the Cook County Health and Hospitals System (CCHHS, an Enterprise Fund of Cook County) Report to Management for the Fiscal Year Ended November 30, 2011 prepared by the CCHHS Finance Office and audited by McGladrey,

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

LLP. Respectfully request that the report be referred to the Cook County Board's Audit Committee for further consideration.

**\* Referred to the Audit Committee on July 10, 2012.**

**Commissioner Gainer, seconded by Commissioner Butler, moved to Receive and File Communication No. 318995. The motion carried.**

318996 COOK COUNTY OMB CIRCULAR A-133 SINGLE AUDIT REPORT FOR THE FISCAL YEAR ENDED NOVEMBER 30, 2011. Transmitting a Communication, dated June 20, 2012 from Tariq Malhance, Chief Financial Officer, Bureau of Finance, and Reshma Soni, Interim Comptroller:

Subject: Cook County OMB Circular A-133 Single Audit Report for the Fiscal Year ended November 30, 2011

submitting herewith a copy of the Cook County Single Audit Report for the fiscal year ended November 30, 2011, prepared by the Cook County Office of the Comptroller and audited by McGladrey, LLC. Respectfully request that the report be referred to the Cook County Board's Audit Committee for further consideration.

**\* Referred to the Audit Committee on July 10, 2012.**

**Commissioner Gainer, seconded by Commissioner Butler, moved to Receive and File Communication No. 318996. The motion carried.**

318997 COOK COUNTY'S ACTUARIAL ANALYSIS FOR THE FISCAL YEAR ENDED NOVEMBER 30, 2011. Transmitting a Communication, dated June 20, 2011 from Tariq Malhance, Chief Financial Officer, Bureau of Finance, and Reshma Soni, Interim Comptroller:

Subject: Cook County's Actuarial Analysis for Workers Compensation and Self Insurance Programs for the year ended November 30, 2011

submitting herewith a copy of Cook County's Actuarial Analysis for the fiscal year ended November 30, 2011, prepared by AON Global Risk Consulting. Respectfully request that the report be referred to the Cook County Board's Audit Committee for further consideration.

**\* Referred to the Audit Committee on July 10, 2012.**

**Commissioner Gainer, seconded by Commissioner Butler, moved to Receive and File Communication No. 318997. The motion carried.**

**Commissioner Butler moved to adjourn the meeting, seconded by Commissioner Gorman. The motion carried and the meeting was adjourned.**

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

Communication Number 318991  
Communication Number 318992

Received and filed  
Received and filed



**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Communication Number 318993	Received and filed
Communication Number 318994	Received and filed
Communication Number 318995	Received and filed
Communication Number 318996	Received and filed
Communication Number 318997	Received and filed

Respectfully submitted,

AUDIT COMMITTEE

JOHN P. DALEY, Chairman

ATTEST: MATTHEW B. DeLEON, Secretary

---

Commissioner Daley, seconded by Commissioner Sims moved that the Report of the Audit Committee be approved and adopted. **The motion carried unanimously.**

**REPORT OF THE COMMITTEE ON CAPITAL IMPROVEMENTS**

July 23, 2012

The Honorable,  
The Board of Commissioners of Cook County

**ATTENDANCE**

Present: Chairman Murphy, Vice Chairman Butler, Commissioners Garcia, Gorman, Silvestri, Steele and Tobolski (7)

Absent: Commissioners Schneider and Sims (2)

Also Present: Patrick Driscoll, Jr. – Deputy State’s Attorney, Chief, Civil Actions Bureau.

Ladies and Gentlemen:

Your Committee on Capital Improvements of the Board of Commissioners of Cook County met pursuant to notice on Monday, July 23, 2012 at the hour of 11:45 A.M. in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois.

Your Committee has considered the following items and upon adoption of this report, the recommendations are as follows:

319009 NORESKO, LLC (PROPOSED CONTRACT). Transmitting a Communication, dated June 19, 2012 from Herman Brewer, Chief, Bureau of Economic Development:

requesting authorization for the Chief Procurement Officer to enter into an agreement with NORESKO, LLC, Des Plaines, Illinois, for a Guaranteed Energy Performance Contracting

## **JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Project (GEPC). Phase II of this contract provides engineering and construction services for the Energy Conservation Measures (ECM) determined via the investment grade energy audit at the Department of Corrections Campus and the Juvenile Temporary Detention Center. Noresco, LLC was selected through a Request for Qualifications/Request for Proposal process as highly qualified and offering a competitive price.

Reason: This contract provides for a guaranteed energy performance contracting project at the Department of Corrections and the Juvenile Temporary Detention Center campuses. The goal of the project is to identify and implement identifying energy conservation measures (ECMs) that will result in at least a 10% reduction in emissions and energy costs as compared to a Base Year, throughout a 20 year financing period. Phase I consisted of a comprehensive investment grade audit of 13 buildings on the Department of Corrections and Criminal Courts Campus. The ECMs identified are estimated to achieve cost savings sufficient to cover financing of the ECMs. The parties have negotiated in good faith the terms of Phase II, pursuant to which Noresco, LLC will perform engineering and construction services necessary to implement the agreed upon ECMs. The engineering and construction cost of the energy conservation measures will be \$34,228,000.00, with an annual projected savings of \$2,222,800.00.

This is a joint project undertaken by the Office of Capital Planning and Policy, the Department of Environmental Control and the Bureau of Finance. This is categorized as an energy efficiency project.

Estimated Fiscal Impact: \$34,228,000.00. Contract period: Two (2) years for construction, followed by 20 years of monitoring, commencing on the date of Board approval.

20000 County Physical Plant and 32000 Juvenile Temporary Detention Center.

The Chief Procurement Officer concurs.

**\*Referred to the Capital Improvements Committee on 7/10/12.**

**Vice Chairman Butler, seconded by Commissioner Steele, moved the Approval of Communication No. 319009.**

**Vice Chairman Butler, seconded by Commissioner Steele, moved to Withdraw the motion to Approved Communication No. 319009. The motion carried.**

**Vice Chairman Butler, seconded by Commissioner Steele, moved to Accept the Substitute for Communication No. 319009.**

### **SUBSTITUTE FOR COMMUNICATION NO. 319009**

Sponsored by  
THE HONORABLE JESUS G. GARCIA, County Commissioner

NORESCO, LLC (PROPOSED CONTRACT AMENDMENT). Transmitting a Communication dated June 19, 2012 from Herman Brewer, Chief, Bureau of Economic Development:

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

requesting authorization for the Chief Procurement Officer to enter into a First Amendment to the Guaranteed Energy Performance Contract (GEPC) with Noresco, LLC, Des Plaines, Illinois, for a Guaranteed Energy Performance Contracting Project. The GEPC was authorized by Board Action on July 27, 2011 and was executed by Noresco and Cook County on July 27, 2011. Phase I of this contract provided the investment grade energy audit revised at the Department of Corrections Juvenile Temporary Detention Center of Cook County. This First Amendment provides for Phase II, consisting of engineering and construction services for the Energy Conservation Measures (ECM) determined via the investment grade energy audit at the Department of Corrections Campus and the Juvenile Temporary Detention Center. Noresco, LLC was selected through a Request for Qualifications/Request for Proposal process as highly qualified and offering a competitive price.

Reason: This contract provides for a guaranteed energy performance contracting project at the Department of Corrections and the Juvenile Temporary Detention Center campuses. The goal of the project is to identify and implement identifying energy conservation measures (ECMs) that will result in at least a 10% reduction in emissions and energy costs as compared to a Base Year, throughout a 20 year financing period. Phase I consisted of an investment grade audit of 22 buildings on the Department of Corrections and Criminal Courts Campus and the Juvenile Temporary Detention Center. The ECMs are estimated to achieve cost savings sufficient to cover financing of the ECMs. The parties have negotiated in good faith the terms of Phase II, pursuant to which Noresco, LLC will perform engineering and construction services necessary to implement the agreed upon ECMs. The engineering and construction cost of the energy conservation measures will be \$34,228,060.00, with an annual projected savings of \$2,222,800.00.

This is a joint project undertaken by the Office of Capital Planning and Policy, the Department of Environmental Control and the Bureau of Finance. This is categorized as an energy efficiency project.

Estimated Fiscal Impact: \$34,228,060.00. Contract period: Two (2) years for construction, followed by 20 years of monitoring, commencing on the date of Board approval.

20000 County Physical Plant and 32000 Juvenile Temporary Detention Center.

The Chief Procurement Officer concurs.

**Vice Chairman Butler, seconded by Commissioner Steele, moved the Approval of the Substitute for Communication No. 319009. The motion carried.**

319010 JOHNSON CONTROLS, INC. (JCI) (PROPOSED CONTRACT). Transmitting a Communication, dated June 15, 2012 from Herman Brewer, Chief, Bureau of Economic Development:

requesting authorization for the Chief Procurement Officer to execute a contract with JOHNSON CONTROLS, INC. (JCI), Milwaukee, Wisconsin, for a Guaranteed Energy Performance Contracting Project (GEPC). Phase II of this contract provides engineering and construction services for the Energy Conservation Measures (ECM) determined via the investment grade energy audit at the Stroger Hospital of Cook County Campus. Johnson Controls, Inc. was selected through a Request for Qualifications/Request for Proposal process as highly qualified and offering a competitive price.

Reason: This contract provides for a guaranteed energy performance contracting

## **JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

project at the Stroger Hospital of Cook County Campus. This project has identified, and will implement energy conservation measures (ECMs) that will result in at least a 10% reduction in emissions and energy costs as compared to a Base Year, throughout a 20 year financing period. In Phase II, Johnson Controls, Inc. (JCI) will perform construction services necessary to implement the agreed upon ECMs. The construction cost of the energy conservation measures will be \$26,497,854.00 with an annual projected savings of \$2,058,139.00.

This is a joint project undertaken by the Office of Capital Planning and Policy, the Department of Environmental Control and the Bureau of Finance. This is categorized as an energy efficiency project.

Estimated Fiscal Impact: \$26,497,854.00. Contract period: Two (2) years for construction, followed by 20 years of monitoring, commencing on the date of Board approval.

28000 Cook County Health & Hospitals.

This item has been approved by the Finance Committee of the Health & Hospitals System at their June 22, 2012 Meeting.

The Chief Procurement Officer concurs.

**\*Referred to the Capital Improvements Committee on 7/10/12.**

**Commissioner Silvestri, seconded by Commissioner Steele, moved to Accept the Substitute for Communication No. 319010. The motion carried.**

### **SUBSTITUTE FOR COMMUNICATION NO. 319010**

Sponsored by  
THE HONORABLE JESUS G. GARCIA, County Commissioner

JOHNSON CONTROLS, INC. (JCI) (PROPOSED CONTACT AMENDMENT). Transmitting a Communication dated June 19, 2012 from Herman Brewer, Chief, Bureau of Economic Development:

requesting authorization for the Chief Procurement Officer to execute a First Amendment to the Guaranteed Energy Performance Contract (GEPC) with Johnson Controls, Inc. (JCI), Milwaukee, Wisconsin, for a Guaranteed Energy Performance Contracting Project. The GEPC was authorized by Board Action on July 27, 2011 and was executed by JCI and Cook County on July 27, 2011. Phase I of this contract provided the investment grade energy audit revised at the Stroger Hospital of Cook County Campus. This First Amendment provides for Phase II, consisting of engineering and construction services for the Energy Conservation Measures (ECM) determined via the investment grade energy audit at the Stroger Hospital of Cook County Campus. Johnson Controls, Inc. was selected through a Request for Qualifications/Request for Proposal process as highly qualified and offering a competitive price.

Reason: This contract provides for a guaranteed energy performance contracting project at the Stroger Hospital of Cook County Campus. This project has identified, and will implement energy conservation measures (ECMs) that will result in at least a 10% reduction in emissions and energy costs as compared to a Base Year, throughout a 20 year financing period. Phase I consisted of a comprehensive investment grade audit of 5

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

buildings on the Stroger Hospital Cook County Campus. The ECMs are estimated to achieve cost savings sufficient to cover financing of the ECMs. In Phase II, Johnson Controls, Inc. (JCI) will perform construction services necessary to implement the agreed upon ECMs. The parties have negotiated in good faith the terms of Phase II, pursuant to which JCI will perform engineering and construction services necessary to implement the agreed upon ECMs. The engineering and construction cost of the energy conservation measures will be \$26,497,854.00 with an annual projected savings of \$2,058,139.00.

This is a joint project undertaken by the Office of Capital Planning and Policy, the Department of Environmental Control and the Bureau of Finance. This is categorized as an energy efficiency project.

Estimated Fiscal Impact: \$26,497,854.00. Contract period: Two (2) years for construction, followed by 20 years of monitoring, commencing on the date of Board approval.

28000 Cook County Health & Hospitals.

This item has been approved by the Finance Committee of the Health & Hospitals System at their June 22, 2012 Meeting.

The Chief Procurement Officer concurs.

**Commissioner Silvestri, seconded by Commissioner Steele, moved the Approval of the Substitute for Communication No. 319010. The motion carried.**

319025 WALSH CONSTRUCTION COMPANY II, LLC (PROPOSED CONTRACT). Transmitting a Communication, dated June 20, 2012 from Herman Brewer, Bureau Chief, Bureau of Economic Development and Maria De Lourdes Coss, Chief Procurement Officer:

requesting authorization for the Chief Procurement Officer to enter into and execute Contract #12-18-142 with Walsh Construction Company II, LLC, Chicago, Illinois, for Countywide Warehouse and Records Storage Center - Hawthorne project.

Reason: The project consists of the build-out of 371,000 square feet of space within the Hawthorne Warehouse to accommodate general storage and records management complete with administrative operations for the Clerk of the Circuit Court, the County Clerk and the Bureau of Health. Competitive bidding procedures were followed in accordance with the Cook County Procurement Ordinance. Walsh Construction Company II, LLC was the lowest responsive and responsible bidder and is recommended for the award. The low bidder's cost savings realized by Cook County is \$1,747,032.00 based on the Engineer's estimate for this project.

Estimated Fiscal Impact: \$ 33,731,719.00.

20000 County Physical Plant

The Procurement Officer concurs.

**\*Referred to the Capital Improvements Committee on 7/10/12.**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**Commissioner Silvestri, seconded by Commissioner Steele, moved to Withdraw Communication No. 319025. The motion carried.**

Chairman Murphy asked the Secretary of the Board to call upon the registered public speakers, in accordance with Cook County Code, Sec. 2-107(dd).

3. George Blakemore – Concerned Citizen

**Commissioner Tobolski moved to adjourn the meeting, seconded by Commissioner Garcia. The motion carried and the meeting was adjourned.**

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

Communication Number 319009	Approved as Substituted
Communication Number 319010	Approved as Substituted
Communication Number 319025	Withdrawn

Respectfully submitted,

COMMITTEE ON CAPITAL IMPROVEMENTS

JOAN PATRICIA MURPHY, Chairman

ATTEST: MATTHEW B. DeLEON, Secretary

---

Commissioner Murphy, seconded by Commissioner Silvestri, moved that the Report of the Committee on Capital Improvements be approved and adopted. **The motion carried unanimously.**

**REPORT OF THE COMMITTEE ON ENVIRONMENTAL CONTROL**

July 23, 2012

The Honorable,  
The Board of Commissioners of Cook County

**ATTENDANCE**

Present: Chairman Gorman, Vice Chairman Steele, Commissioners Gainer, Murphy, Silvestri and Tobolski (6)

Absent: Commissioner Schneider (1)

Also Present: Commissioners Butler and Daley. Deborah Stone, Director of Environmental Control

Ladies and Gentlemen:

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Your Committee on Environmental Control of the Board of Commissioners of Cook County met pursuant to notice on Monday, July 23, 2012 at the hour of 12:30 P.M. in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois.

Your Committee has considered the following item(s) and upon adoption of this report, the recommendations are as follows:

318998 AN AMENDMENT TO CHAPTER 30 ENVIRONMENT, SECTIONS 30-541 THROUGH 30-551 (PROPOSED ORDINANCE AMENDMENT). Transmitting a Communication from Deborah Stone, Director, Department of Environmental Control:

respectfully submitting an amendment to the Asbestos and Related Substance Article of the County Code for your approval.

Submitting a Proposed Ordinance Amendment sponsored by Toni Preckwinkle, President, Cook County Board of Commissioners.

### PROPOSED ORDINANCE AMENDMENT

#### **AMENDMENT TO THE ASBESTOS AND RELATED SUBSTANCES ARTICLE OF THE COUNTY CODE**

**BE IT ORDAINED**, by the Cook County Board of Commissioners, that Chapter 30 Environment, Sections 30-541 through 30-551 of the Cook County Code are hereby amended as follows:

#### **Sec. 30-541. Definitions.**

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Adequately Wet* means sufficiently mixed or penetrated with liquid to prevent the release of particulates. Upon inspection, water has visibly attached itself to the Asbestos Containing Material (ACM).

*Alteration* means any change, addition, or modification of a structure or one or more structural components in any way, including but not limited to the stripping or removal of ACM from a structural component.

*Applicant* means the owner of a building or property who is required to obtain a permit under this Article and any agent of the owner who applies for said permit on behalf of the owner.

*Asbestos* means any fiber or any mixture containing fiber of hydrated silicate mineral, which, on the basis of its crystalline structure, falls into one of two categories:

- (1) Pyroxenes (chrysotile fiber);
- (2) Amphiboles (crocidolite, amosite, tremolite, actinolite or anthophyllite fiber).

*Asbestos-containing material (ACM)* means any material containing more than one

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

percent (1%) asbestos as determined using the method specified in EPA regulations Appendix E, Subpart E, 40 CFR Part 763, Section I, Polarized Light Microscopy.

*Asbestos Abatement Contractor* means any Person, firm or corporation engaged in asbestos removal and abatement activities in Cook County, outside of the limits of the City of Chicago.

*Certificate of Registration* means the physical documentation issued by the Cook County Department of Environmental Control.

*Commercial activity* means any activity done for hire or having financial profit as a primary aim.

Cutting means to penetrate with a sharp-edged instrument and includes sawing, shearing, slicing, or punching.

*Debris* means asbestos-containing waste produced by the demolition of a structure.

Demolition means the deconstructing, destroying, razing, tearing down, alteration or wrecking of any structure or removal of any load-supporting structural member of a facility together with any related handling operations.

Demolition Project means the demolition of any load-bearing or non-load-bearing building or portion of a building that may or may not contain ACM.

*Department* means the Cook County Department of Environmental Control.

*Director* means the Director of the Cook County Department of Environmental Control.

*Engage in Asbestos Abatement Activity* shall refer to those activities provided in Sections 30-541 through 30-550 of the Ordinances of Cook County.

*Federal, State, or Local Regulations* means a law, administrative rule, or regulation of the federal government, any state in the United States of America, or any unit of local government, including, but not limited to, cities, counties, municipalities, or townships.

Permit Holder means the person who has received a permit under this Article VI.

*Person or Persons* means any individual, corporation, partnership, joint venture, trust, association, limited liability company, sole proprietorship or other legal entity.

~~Project Supervisor means a licensed asbestos abatement contractor, foreman, or person designated as the asbestos abatement contractor's representative who is responsible for the onsite supervision of the removal, encapsulation, or enclosure of asbestos-containing materials.~~

Project means any activity which requires an application for any permit required by this Article VI.

*Spraying* means the pneumatic application of material used for fireproofing or



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

insulation.

Strip means to take off ACM from any part of a structure or structural components.

Structure means any building, or part thereof, enclosing any occupancy including residential, institutional, assembly, business, mercantile, industrial, storage, hazardous and miscellaneous uses. When separated by fire walls, each unit so separated shall be deemed a separate structure.

Structural component means any pipe, duct, boiler, tank, reactor, turbine, or furnace at or in a structure, or any structural member of the structure.

Structural member means any vertical or horizontal load-bearing member of a structure which supports dead or live loads in addition to its own weight and includes, but is not limited to, a foundation, an exterior or interior load-bearing wall, a column, a column beam, a floor, and a roof structure.

*Waste* means any asbestos-containing matter which has been or is intended to be discarded.

### **Sec. 30-542. General requirements.**

(a) *Restrictions on activities involving discharge of asbestos into air.* After April 1, 1978, no commercial activity not otherwise hereinafter prohibited, involving the potential discharge of visible amounts of asbestos fiber or asbestos-containing materials into the ambient air from the construction, alteration, repair or demolition of a structure or structural component from the processing or manufacturing of asbestos-containing products, shall be conducted unless the person or entity in charge of such activity complies with the following regulations:

(1) Personnel shall be designated to exercise full-time supervisory authority over all aspects of the activity from which the release of asbestos fiber into the environment could result, in such a manner as to insure compliance with the pertinent asbestos control regulations.

(2) Each employee engaged in such activity shall complete a course of instruction on the potential hazards of exposure to asbestos fiber, including the precautions that must be observed to prevent or restrict the dispersion of asbestos fiber into the environment.

(3) Facilities shall be provided and procedures instituted and supervised that prevent the removal from the site of visible amounts of asbestos-containing material on the clothing of the employees.

(4) Asbestos-containing wastes shall be immediately vacuumed or otherwise collected where vacuuming is impossible and shall be placed in a container resistant to tearing or breaking under normal handling conditions, which shall be tightly sealed and clearly marked as containing asbestos-waste. Such waste material or container shall be disposed of by burial at a sanitary landfill.

(5) Waste manifests and air monitoring reports or air clearance reports are required to be submitted to the Cook County Department of Environmental Control within

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

ten (10) business days of the expiration of the asbestos removal permit.

~~(b) Application of Subsection (a)(4) of this section. Subsection (a)(4) of this section shall not apply to the demolition of a structure, except as provided in Section 30-544(a)(4) and (5).~~

~~(e) (b) Permit required for manufacture of asbestos-containing products. After April 1, 1978, the manufacturing or processing of asbestos containing products is prohibited, unless the person or entity in charge of such activity has obtained a permit from the Director. Before obtaining such permit, the applicant shall demonstrate compliance with this section and such additional standards as are hereinafter specifically required.~~

(c) Cutting, trimming, fitting or stripping of asbestos containing material.

(1) The cutting, trimming, fitting or stripping of asbestos-containing material in the construction, alteration or repair of a structure or structural component which is done at the site of such structure in an area open to the atmosphere shall be conducted within a special enclosure designed to preclude the escape of asbestos fiber from the immediate area of such enclosure.

(2) The mechanical exhaustion of dust from such enclosure to the ambient air is prohibited unless such exhaust system is equipped with a properly sized fabric filter for dust collection or an equivalent device as approved by the agency.

(d) Asbestos-containing material applied in construction, alteration or repair of structure or structural component. Asbestos-containing material applied in the construction, alteration or repair of a structure or structural component shall be coated with a sealant, provided with a cover or installed in some other manner so as to preclude emission of the asbestos-containing material to the circulating air. Any plenum or other structure coated with or containing asbestos-containing insulation and used in the circulation of air in a building shall be thoroughly cleaned of all debris and waste insulation.

(e) Asbestos-containing debris shall not be dropped or thrown from any floor but shall be transported by dust-tight chutes or buckets shall be adequately wetted to preclude dust dispersion at the point of discharge.

(f) All asbestos-containing debris shall be adequately wetted before loading into trucks, other vehicles or containers. During transport such asbestos-containing waste shall be enclosed or covered so as to prevent dust dispersion. Asbestos-containing debris shall be disposed by burial at a sanitary landfill.

(g) Standard for demolition, alteration or repair of asbestos-containing structures or structural component.

(1) Contractor certification and performance.

a. Any person engaged in the commercial activity of construction, demolition, alteration or repair of a structure for which has been determined asbestos-containing material is present must present proof that the person possesses a valid license issued pursuant to the Asbestos Abatement Act (105 ILCS 105/1 et seq.) to the

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Department.

b. Any person engaged in asbestos removal activity shall be obligated to notify the Department and comply in the same manner as required in 40 CFR 61.141, 40 CFR 61.145 and 40 CFR 61.150.

c. Any person engaged in the commercial activity of asbestos removal shall comply with Illinois Pollution Control Board Regulations Asbestos 35 Ill. Admin. Code 228.

(h) Permit required; Fees

a. A demolition permit shall be obtained from the Director prior to any demolition of any structure as set out in Sec. 30-961. The permit fees for demolition of structures on a property that is zoned as residential, commercial or industrial shall be as set out in Section 32-1.

(2) An asbestos removal permit shall be required for all demolition, alteration or repair of any asbestos-containing structure or structural component in addition to a demolition permit, if required by Sec.30-961 and shall be obtained prior to the start of a project. Application for this permit must be submitted no less than 10 business days prior to the start of the project. This permit is valid for 30 days after issuance and the contractor may not be off-site for more than 10 consecutive days during the permitted time. The permit fee for asbestos removal shall be as set out in Section 32-1. Inspection fee shall not be applicable to structures used primarily as a domestic residence.

(3) Any of the permits may be revised up to six times before a new permit is required. Each time a permit is revised, (including, but not limited to, date revisions) a revision fee will be required in the amount set out in Section 32-1

(4) No demolition permit shall be issued unless the applicant has submitted all information required by Sections 30-961 through 30-967.

(5) An application for a demolition permit may be submitted less than the required 10 business days time period in cases where the public safety is at risk. In such cases, the applicant must submit a letter explaining the nature of the public safety risk, a completed application and copies of the check for the permit and variance filing fees, as set out in Sec. 32-1 via email or facsimile.

(i) Operations and Maintenance Asbestos Removal Permit; Fees

(1) An Operations and Maintenance Asbestos Removal Permit is available for large commercial and industrial sites, healthcare facilities and schools with ongoing asbestos mitigation projects. Permit Filing Fees shall be as set out in Sec. 32-1

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (2) To obtain an Operations and Maintenance Asbestos Removal Permit an applicant must submit a written request to the Director or his or her designee no less than 15 days prior to the scheduled start of the asbestos renovation project. This request shall include, but not be limited to, a completed Cook County notification form, an explanation of the unique circumstances involved in the project, schematic drawings and blueprints (when available) of the structure and a filing fee as set out in Sec. 32-1
- (3) Issuance of an Operations and Maintenance Asbestos Removal Permit is subject to departmental approval. The Department shall issue a written response to the petitioner. The Department's decision is final. If the request is denied, the filing fee will be returned.
- (4) An Operations and Maintenance Asbestos Removal Permit is applicable for one building, regardless of connecting enclosed walkways or underground tunnels. A separate request must be filed for each free standing structure on the premises or campus.
- (5) An Operations and Maintenance Asbestos Removal Permit is non-transferrable to a new person, or different location.
- (6) An Operations and Maintenance Asbestos Removal Permit is valid for one calendar year, beginning on January 1 of each year. The permit holder may use the permit at any time during the year, until the expiration of the permit on December 31 of each year. Upon expiration of an existing permit, the permit holder may reapply for a new permit for the project.
- (7) An Operations and Maintenance Asbestos Removal Permit requires notification of the Department by email or fax transmission prior to starting each removal episode. The notice must include the location within the building where work is to be performed, onsite contact information and the anticipated work hours. Within 48 hours of each episode's completion the permit holder must submit a written summary of the episode.
- (8) The permit holder shall submit to the Department a chronological summary of the project and payment made based on the required inspectional fees as set out in Sec. 32-1. Healthcare facilities and schools shall submit a project summary and inspection fee payment every six months. Commercial and industrial facilities shall submit a project summary and inspection fee payment every quarter.

### **Sec. 30-543. ~~Construction, alteration and repair of a structure.~~ Fibrous material restrictions.**

- (a) *Spraying of asbestos-containing material prohibited.* The spraying of asbestos-containing material is prohibited after April 1, 1978.
- (b) *Procedure for spraying nonasbestos fibrous material.* Nonasbestos fibrous matter shall not be sprayed in an area open to the atmosphere, unless the following procedures are taken:

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(1) The entire floor or area to be sprayed shall be enclosed with plastic-coated tarpaulins in a manner which shall preclude the escape of fiber-containing material from the enclosure. All interior open area such as elevator shafts and stairwells shall be enclosed in a manner which shall prevent the escape of fiber-containing material from the enclosure. All interior open areas such as elevator shafts and stairwells shall be enclosed in a manner which shall prevent the escape of fiber-containing material from the working area.

a. The entire sprayed area, all ledges and surfaces, including tarpaulins within the enclosure, shall be thoroughly vacuumed upon completion of the spraying operation and immediately before the enclosure is dismantled.

~~(e) Cutting, trimming, fitting or stripping of asbestos containing material.~~

~~(1) The cutting, trimming, fitting or stripping of asbestos containing material in the construction, ALTERATION or repair of a structure which is done at the site of such structure in an area open to the atmosphere shall be conducted within a special enclosure designed to preclude the escape of asbestos fiber from the immediate area of such enclosure.~~

~~a. The mechanical exhaustion of dust from such enclosure to the ambient air is prohibited unless such exhaust system is equipped with a properly sized fabric filter for dust collection or an equivalent device as approved by the agency.~~

~~(dc) Visible emissions of fiber-containing material considered violation.~~ Compliance with Subsections (b) and (c)542(c) and 543(b) of this section notwithstanding, visible emissions of fiber-containing material in an area open to the atmosphere shall be considered a violation.

~~(e) Asbestos containing material applied in construction, ALTERATION or repair of structure. Asbestos containing material applied in the construction, ALTERATION or repair of a structure shall be coated with a sealant, provided with a cover or installed in some other manner so as to preclude emission of the asbestos containing material to the circulating air. Any plenum or other structure coated with or containing asbestos containing insulation and used in the circulation of air in a building shall be thoroughly cleaned of all debris and waste insulation.~~

### **Sec. 30-544. Demolition of asbestos containing structure.**

(a) *Procedure for demolition of asbestos containing structure.* Where the risk of public exposure to asbestos fiber from the dislodging of asbestos-containing materials is present, no demolition of a structure shall be initiated unless all safeguards necessary and practicable to reduce the emission of dust are taken. Such procedures shall include, but are not necessarily limited to:

(1) Boilers and pipes and steel members insulated or fireproofed with asbestos-containing material shall be adequately wetted and stripped before toppling of walls is begun. This procedure shall be followed, where practicable, as to all other asbestos-lined surfaces. Such asbestos-containing waste shall be immediately bagged and disposed of in accordance with Section 30-542(a)(4).

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (2) When demolition by toppling occurs such reasonable enclosure for dust emission control as is compatible with the character of the structure shall be employed.
- (3) Before the demolition or toppling of any section or wall of the structure, adequate wetting to suppress the dust shall be employed.
- (4) Asbestos-containing debris shall not be dropped or thrown from any floor but shall be transported by dust-tight chutes or buckets shall be ~~sufficiently~~ adequately wetted to preclude dust dispersion at the point of discharge.
- (5) All asbestos-containing debris shall be ~~thoroughly~~ adequately wetted before loading into trucks, other vehicles or containers. During transport such waste shall be enclosed or covered so as to prevent dust dispersion. Asbestos-containing debris shall be disposed by burial at a sanitary landfill.

(b) *Standard for demolition of structures.*

(1) *Contractor certification and performance.*

- a. Any person engaged in the commercial activity of construction, demolition, alteration or repair of a structure for which has been determined asbestos-containing material is present must present proof that the person possesses a valid license issued pursuant to the Asbestos Abatement Act (105 ILCS 105/1 et seq.) to the Department.
- b. Any person engaged in asbestos removal activity shall be obligated to notify the Department and comply in the same manner as required in 40 CFR 61.141, 40 CFR 61.145 and 40 CFR 61.150.
- c. Any person engaged in the commercial activity of asbestos removal shall comply with Illinois Pollution Control Board Regulations Asbestos 35 Ill. Admin. Code 228.

~~(2) — Permit required fees.~~

- ~~a. — A demolition permit shall be obtained from the Director prior to any demolition of any structure. The permit fees for demolition of structures on a property that is zoned as residential, commercial or industrial shall be as set out in Section 32-1~~
- ~~b. — An asbestos removal permit shall be required for all demolition, alteration or repair of a structure which has been determined to contain asbestos-containing material. Such permit will be in lieu of requirements of Section 30-544 and shall be obtained prior to the start of a project. The permit fee for asbestos removal shall be as set out in Section 32-1. Inspection fee shall not be applicable to structures used primarily as a domestic residence.~~

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- ~~e. Any of the permits may be revised up to six times before a new permit is required. Each time a permit is revised, (including, but not limited to, date revisions) a revision fee will be required in the amount set out in Section 32-1~~
- ~~d. Permit fees under Subsections (b)(2)a and (b)(2)b of this section shall be established in accordance with Section 30-91 and thereafter Sections 30-92 through 30-95 shall be applicable.~~

### **Sec. 30-545. Sampling and counting or particulate matter from manufacture of asbestos-containing product.**

After April 1, 1978, a factory, plant or enterprise which engages in the processing or manufacturing of any asbestos-containing product shall discharge no visible emission of particulate matter from such manufacturing or processing into the ambient air and shall emit no concentrations of asbestos fiber into the ambient air in excess of two fibers per cubic centimeter of air.

- (1) Sampling of emissions shall be by the membrane filter method and according to the procedures recommended in the ASME Power Test Code 27-1957, or other procedures generally accepted by persons knowledgeable in the state of the art.
- (2) Counting shall be according to the procedure outlined in Edwards, G. H. and Lynch, J. R., "The Method Used by the U.S. Public Health Service for Enumeration of Asbestos Dust on Membrane Filters," Ann. Occupational Hyg. (Oxford) 11 (1): 1-6 Jan. '68; with 20 fields per sample, counted at random using phase contrast microscopy at 430x magnification and counting only fibers 5 microns or greater in length, with a length to breadth ratio of three to one or greater.

### **Sec. 30-546. Controlling asbestos handling facilities.**

Any factory, plant or enterprise which engages in the processing or manufacturing of any asbestos containing product shall control all asbestos handling facilities so that exhaust air can be ducted through necessary air pollution control equipment and samples taken of the gases which are emitted into the ambient air.

### **Sec. 30-547. Inspection.**

(a) Any factory, plant or enterprise for which a permit is sought or has been granted pursuant to Section 30-542(eb) shall be subject to inspection by the Department at any reasonable time, without prior notice.

(b) In the event the Department inspects a work site where Asbestos Abatement Activity is taking place, the Asbestos Abatement Contractor must cooperate with the Department's attempts to monitor activity to ensure that safety concerns are appropriately addressed. Upon request, the Asbestos Abatement Contractor will be required to produce required information, including, but not limited to, the following:

- (1) A copy of the Certificate of Registration; and

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (2) Documentation verifying that all employees at that worksite have the appropriate licensure through the Illinois Department of Public Health, if licensure is required.

### **Sec. 30-548. Sampling.**

At a frequency to be determined by the Agency, any factory, plant or enterprise which engages in the processing or manufacturing of any asbestos-containing product shall sample the exhaust from such factory, plant or enterprise and submit the emission data to the Agency.

### **Sec. 30-549. Transporting.**

No product which may emit asbestos-fiber during its transportation shall be transported unless such product be enclosed so as to preclude the emission of asbestos fiber into ambient air.

### **Sec. 30-550. Violation.**

Notwithstanding compliance with Section 30-549 the visible emission of particulate matter in the course of such transportation shall be considered a violation.

### **Sec. 30-551. Asbestos abatement contractor registration, registration fees and penalties.**

(a) In order to ensure that the health and safety of the public is protected from the harmful effects of exposure to asbestos materials caused by negligent or improper Asbestos Abatement Activities, all Asbestos Abatement Contractors doing business in Cook County outside the corporate limits of the City of Chicago must register with the Department of Environmental Control.

(b) No Asbestos Abatement Contractor shall do business in Cook County outside of the corporate limits of the City of Chicago without having a currently valid Certificate of Registration issued by the Department.

(c) The Department shall prepare and maintain a list of registered Asbestos Abatement Contractors which list shall be made available upon request.

(d) To obtain a Certificate of Registration, the Asbestos Abatement Contractor shall complete an application provided by the Department of Environmental Control. The application shall be returned to the Department, accompanied by a non-refundable registration fee set forth in Section 32-1 of the Ordinances of Cook County.

(e) The application shall require the following information:

- (1) The Asbestos Abatement Contractor's name, mailing address, contact person, phone number, and e-mail address, together with its form of ownership. If a corporation, a copy of the corporation's last annual report filed with the Asbestos Abatement Contractor's state of incorporation. If the Asbestos Abatement Contractor is a corporation, partnership, or other firm, the substantial owners, as defined in Chapter 34, Article V, Section 34-367 of the Ordinances of Cook County, shall be identified.



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(2) The Asbestos Abatement Contractor's license number issued by the State of Illinois Department of Public Health, the date of license expiration and a copy of said license.

(3) A list of all enforcement actions taken against the Asbestos Abatement Contractor in the preceding two years for alleged violations of Federal, State or Local Regulations pertaining to the handling, removal or disposal of asbestos-containing materials, including information about the alleged violations charged and the disposition.

(4) The number of years the Person has been doing business as an Asbestos Abatement Contractor.

(5) A list of supervisors employed by the Asbestos Abatement Contractor who are licensed by the Illinois Department of Public Health.

(6) A list of asbestos containing material removal and abatement techniques that have previously been employed by the Asbestos Abatement Contractor.

(7) A list of the names and addresses of waste disposal sites and waste haulers primarily used by the Asbestos Abatement Contractor.

(8) Certification by the Asbestos Abatement Contractor that all information furnished to the Department is true and accurate.

(9) Other information as required by the Department.

(f) The application shall require the Asbestos Abatement Contractor to certify compliance with all Cook County ordinances, including, but not limited to, the following:

(1) Chapter 30, Environment;

(2) Chapter 34, Article V, Child Support Payments;

(3) Chapter 38, Article III, Public Health and Private Nuisances;

(4) Chapter 58, Article III, Offenses Involving Public Safety, and Article IV, Offenses Involving Public Morals;

(5) The Cook County Building Ordinance, adopted originally on March 11, 1949, as amended, and/or the Cook County Building Code;

(6) Chapter 74, Taxation; or

(7) The Cook County Zoning Ordinance.

(g) The Director shall determine whether the applicant satisfies the requirements to be registered as an Asbestos Abatement Contractor. Upon approval of the application, the Department shall issue a Certificate of Registration to the asbestos removal contractor. Such Certificate of Registration shall expire two years following its date of issuance, and shall be renewable.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(h) The Asbestos Abatement Contractor is required to notify the Department of any material changes to the registration requirements set forth in Section 30-551(e). The Director of the Department may revoke the registration if the Asbestos Abatement Contractor fails to notify the Department of any material changes to the registration requirements identified in Section 30-551(e).

(i) The Director shall have the authority to deny an application for a Certificate of Registration. The Director shall provide written notice, via certified mail, of the decision to deny an Asbestos Abatement Contractor's Registration. Any denial must be made in writing and include a statement of the public health or safety concern that was the basis of the denial. The Director may deny issuance of a Certificate of Registration to any Asbestos Abatement Contractor where any one of the following conditions exists:

- (1) Failure to provide any of the required information on the application.
- (2) Providing false information on the application.
- (3) Outstanding violations, debts or penalties owed to Cook County for violation of any County ordinance, unless such violations, debts or penalties are being contested or appealed.
- (4) Failure to have any required licensure by the Illinois Department of Public Health.
- (5) Five or more administrative violations, three or more enforcement actions impacting public health in the two years preceding the date of application or a combined total of five administrative and enforcement actions in the two years preceding the date of application.

(j) If one of the conditions listed in section (i) is found to exist prior to the expiration of the Certificate of Registration, the Director may revoke the registration after notifying the Asbestos Abatement Contractor of the violation via certified mail, of the decision. The contractor shall have ten days from the date of the Director's letter to make a written request for an administrative hearing to contest the decision or to provide information to the Department that reaffirms that they remain in compliance with the requirements of the ordinance. The Asbestos Abatement Contractor may reapply for a Certificate of Registration after a period of 14 business days. Approval of the Certificate of Registration after a revocation shall be probationary for one year after issuance of the Certificate of Registration. Any additional violations during the one-year probation will result in the suspension of the Certificate of Registration for a period of no less than one month and no more than one year.

(k) Any Certificate of Registration issued by the Department pursuant to this article may be renewed if the Asbestos Abatement Contractor submits a completed registration renewal application on a form provided by the Department, and makes payment of a renewal fee set by the Department, consistent with the provisions of Section 32-1 of the Ordinances of Cook County. Renewal of a Certificate of Registration may be withheld if the Director finds that evidence exists that renewal of the Certificate of Registration will present health and safety concerns for the public. The Director may refuse to renew a Certificate of Registration if any of the conditions identified in Section 30-551(i) exist. The Director shall

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

provide written notice, via certified mail, of the decision to deny an Asbestos Abatement Contractor's Registration renewal. Any denial must be made in writing and include a statement of the public health or safety concern that was the basis of the denial. The applicant shall have 15 days from the date of the Director's letter to make a written request for an administrative hearing to contest the Director's decision.

(l) If the Director denies an application for or revokes a Certificate of Registration or an application for renewal of a Certificate of Registration, the Director shall so notify the Asbestos Abatement Contractor in writing within 30 days of the decision, including a statement of the basis for the denial or revocation. The Asbestos Abatement Contractor shall be given the opportunity to contest the Director's action decision in a hearing as set forth in Article IX, Administrative Hearings, Section 2-901 et seq. of the Code of Ordinances. The Asbestos Abatement Contractor shall be given written notice at least seven days before the hearing is scheduled. The Department of Administrative Hearings shall make a final decision on granting the Certificate of Registration.

(m) Any person that performs asbestos removal activity governed by this article without possessing a valid and current Certificate of Registration issued by the Department shall be subject to fines in accordance with the provisions of Section 30-213 of this article.

(n) The Department shall maintain records of any instances of Asbestos Abatement Activity performed without a Certificate of Registration for five years from the date of the discovery of the nonauthorized activity and said records shall be considered when reviewing subsequent applications for registration.

**BE IT FURTHER ORDAINED**, by the Cook County Board of Commissioners, that Chapter 32 Fees, Sec. 32-1 of the Cook County Code is hereby amended as follows:

**Sec. 32-1. Fee schedule.**

The fees or charges provided for or required by the below-listed sections shall be as shown below:

<b>CHAPTER 30, ENVIRONMENT</b>		
30-551	Asbestos Removal Contractor Certificate of Registration, initial or renewed	200.00
<del>30-544(b)(2)a.</del> 30-542(h)(1) 30-961(a)	Demolition permit fee	
<del>30-544(b)(2)a.</del> 30-542(h)(1)	Residential filing fee ( <u>garage/shed</u> )	150.00
30-542(h)(1)	<u>Residential Filing fee (4 units or less)</u>	<u>150.00</u>
30-542(h)(2)	<u>Residential fee(5 units or more)</u>	<u>1,000.00</u>
<del>30-544(b)(2)a.</del> 30-542(h)(1)	Commercial and industrial filing fee	<del>350.00</del> <u>1,000.00</u>
<del>30-544(b)(2)a.</del> 30-542(h)(1)	Inspection fee	150.00

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

30-544(b)(2)b-30-542(h)(2)	Asbestos removal permit	
30-544(b)(2)b-130-542(h)(2)	Filing fee	200.00
30-542(i).	<u>Operations and Maintenance Asbestos Removal Filing Fee for Healthcare facilities and schools</u>	<u>500.00</u>
30-542(i).	<u>Operations and Maintenance Asbestos Removal Filing Fee for commercial and industrial buildings</u>	<u>1,000.00</u>

30-544(b)(2)b-2-30-542(h)(2)30-542(i)(8)	Inspection fee shall not exceed \$2,000.00 per project, or inspection period for Operations and Maintenance Permits, or the following, whichever is the lesser:	
30-544(b)(2)b-2.(i)30-542(h)(2)30-542(i)(8)	Asbestos-containing material, per linear foot	2.00
30-544(b)(2)b-2.(ii)30-542(h)(2)30-541(i)(8)	Asbestos-containing material, per square foot	6.00
30-544(b)(2)c-30-542(h)(3)30-961(c)	Permit revision fee	55.00
30-542(h)(5)	<u>Emergency Variance Filing Fee.</u>	<u>100.00</u>
30-600	Open burning permit fee schedule:	
30-600(1)	Filing fee per permit; maximum ten occurrences (burns) per permit	20.00
30-600(2)	Open burning fee for each day of occurrence (for each burn)	36.00

**Effective date:** This amended ordinance shall be in effect \_\_\_ days after passage.

**Vice Chairman Steele, seconded by Commissioner Silvestri, moved to Accept the Substitute Proposed Ordinance Amendment to Communication No. 318998. The motion carried, and the Communication No. 318998 was substituted as follows:**

SUBSTITUTE FOR COMMUNICATION No. 318998  
Environmental Control Committee  
Sponsored by:

ROBERT B. STEELE, County Commissioner

PROPOSED ORDINANCE AMENDMENT

**AMENDMENT TO THE ASBESTOS AND RELATED**

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

### SUBSTANCES ARTICLE OF THE COUNTY CODE

**BE IT ORDAINED**, by the Cook County Board of Commissioners, that Chapter 30 Environment, Sec. 30-541 through 30-551 of the Cook County Code are hereby amended as follows:

#### **Sec. 30-541. Definitions.**

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Adequately Wet* means sufficiently mixed or penetrated with liquid to prevent the release of particulates. Upon inspection, water has visibly attached itself to the Asbestos Containing Material (ACM).

*Alteration* means any change, addition, or modification of a structure or one or more structural components in any way, including but not limited to the stripping or removal of ACM from a structural component.

*Applicant* means the owner of a building or property who is required to obtain a permit under this Article and any agent of the owner who applies for said permit on behalf of the owner.

*Asbestos* means any fiber or any mixture containing fiber of hydrated silicate mineral, which, on the basis of its crystalline structure, falls into one of two categories:

- (1) Pyroxenes (chrysotile fiber);
- (2) Amphiboles (crocidolite, amosite, tremolite, actinolite or anthophyllite fiber).

*Asbestos-containing material (ACM)* means any material containing more than one percent (1%) asbestos as determined using the method specified in EPA regulations Appendix E, Subpart E, 40 CFR Part 763, Section I, Polarized Light Microscopy.

*Asbestos Abatement Contractor* means any Person, firm or corporation engaged in asbestos removal and abatement activities in Cook County, outside of the limits of the City of Chicago.

*Certificate of Registration* means the physical documentation issued by the Cook County Department of Environmental Control.

*Commercial activity* means any activity done for hire or having financial profit as a primary aim.

*Cutting* means to penetrate with a sharp-edged instrument and includes sawing, shearing, slicing, or punching.

*Debris* means asbestos-containing waste produced by the demolition of a structure.

*Demolition* means the deconstructing, destroying, razing, tearing down, alteration or wrecking of any structure or removal of any load-supporting structural member of a facility together with any related handling operations.

*Demolition Project* means the demolition of any load-bearing or non-load-

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

bearing building or portion of a building that may or may not contain ACM.

*Department* means the Cook County Department of Environmental Control.

*Director* means the Director of the Cook County Department of Environmental Control.

*Engage in Asbestos Abatement Activity* shall refer to those activities provided in Sections 30-541 through 30-550 of the Ordinances of Cook County.

*Federal, State, or Local Regulations* means a law, administrative rule, or regulation of the federal government, any state in the United States of America, or any unit of local government, including, but not limited to, cities, counties, municipalities, or townships.

*Permit Holder* means the person who has received a permit under this Article VI.

*Person* or *Persons* means any individual, corporation, partnership, joint venture, trust, association, limited liability company, sole proprietorship or other legal entity.

~~Project Supervisor means a licensed asbestos abatement contractor, foreman, or person designated as the asbestos abatement contractor's representative who is responsible for the onsite supervision of the removal, encapsulation, or enclosure of asbestos-containing materials.~~

Project means any activity which requires an application for any permit required by this Article VI.

*Spraying* means the pneumatic application of material used for fireproofing or insulation.

Strip means to take off ACM from any part of a structure or structural components.

Structure means any building, or part thereof, enclosing any occupancy including residential, institutional, assembly, business, mercantile, industrial, storage, hazardous and miscellaneous uses. When separated by fire walls, each unit so separated shall be deemed a separate structure.

Structural component means any pipe, duct, boiler, tank, reactor, turbine, or furnace at or in a structure, or any structural member of the structure.

Structural member means any vertical or horizontal load-bearing member of a structure which supports dead or live loads in addition to its own weight and includes, but is not limited to, a foundation, an exterior or interior load-bearing wall, a column, a column beam, a floor, and a roof structure.

*Waste* means any asbestos-containing matter which has been or is intended to be discarded.

### **Sec. 30-542. General requirements.**

(a) *Restrictions on activities involving discharge of asbestos into air.* After April 1, 1978, no commercial activity not otherwise hereinafter prohibited, involving the potential discharge of visible amounts of asbestos fiber or asbestos-containing materials into the ambient air from the construction, alteration, repair or demolition of a structure or

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

structural component from the processing or manufacturing of asbestos-containing products, shall be conducted unless the person or entity in charge of such activity complies with the following regulations:

(1) Personnel shall be designated to exercise full-time supervisory authority over all aspects of the activity from which the release of asbestos fiber into the environment could result, in such a manner as to insure compliance with the pertinent asbestos control regulations.

(2) Each employee engaged in such activity shall complete a course of instruction on the potential hazards of exposure to asbestos fiber, including the precautions that must be observed to prevent or restrict the dispersion of asbestos fiber into the environment.

(3) Facilities shall be provided and procedures instituted and supervised that prevent the removal from the site of visible amounts of asbestos-containing material on the clothing of the employees.

(4) Asbestos-containing wastes shall be immediately vacuumed or otherwise collected where vacuuming is impossible and shall be placed in a container resistant to tearing or breaking under normal handling conditions, which shall be tightly sealed and clearly marked as containing asbestos-waste. Such waste material or container shall be disposed of by burial at a sanitary landfill.

(5) Air monitoring reports or air clearance reports, when required to be done by 40 CFR 763, Subpart G, and Waste Manifests are required to be submitted to the Cook County Department of Environmental Control within sixty (60) ~~ten (10)~~ business days of the expiration of the asbestos removal permit.

~~(b) — Application of Subsection (a)(4) of this section. Subsection (a)(4) of this section shall not apply to the demolition of a structure, except as provided in Section 30-544(a)(4) and (5).~~

~~(e) (b) Permit required for manufacture of asbestos-containing products. After April 1, 1978, the manufacturing or processing of asbestos containing products is prohibited, unless the person or entity in charge of such activity has obtained a permit from the Director. Before obtaining such permit, the applicant shall demonstrate compliance with this section and such additional standards as are hereinafter specifically required.~~

(c) Cutting, trimming, fitting or stripping of asbestos containing material.

(1) The cutting, trimming, fitting or stripping of asbestos-containing material in the construction, alteration or repair of a structure or structural component which is done at the site of such structure in an area open to the atmosphere shall be conducted within a special enclosure designed to preclude the escape of asbestos fiber from the immediate area of such enclosure.

(2) The mechanical exhaustion of dust from such enclosure to the ambient air is prohibited unless such exhaust system is equipped with a properly sized fabric filter for dust

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

collection or an equivalent device as approved by the agency.

(d) Asbestos-containing material applied in construction, alteration or repair of structure or structural component. Asbestos-containing material applied in the construction, alteration or repair of a structure or structural component shall be coated with a sealant, provided with a cover or installed in some other manner so as to preclude emission of the asbestos-containing material to the circulating air. Any plenum or other structure coated with or containing asbestos-containing insulation and used in the circulation of air in a building shall be thoroughly cleaned of all debris and waste insulation.

(e) Asbestos-containing debris shall not be dropped or thrown from any floor but shall be transported by dust-tight chutes or buckets, debris shall be adequately wetted to preclude dust dispersion at the point of discharge.

(f) All asbestos-containing debris shall be adequately wetted before loading into trucks, other vehicles or containers. During transport such asbestos-containing waste shall be enclosed or covered so as to prevent dust dispersion. Asbestos-containing debris shall be disposed by burial at a sanitary landfill.

(g) Standard for demolition, alteration or repair of asbestos-containing structures or structural component.

(1) Contractor certification and performance.

a. Any person engaged in the commercial activity of construction, demolition, alteration or repair of a structure for which has been determined asbestos-containing material is present must present proof that the person possesses a valid license issued pursuant to the Asbestos Abatement Act (105 ILCS 105/1 et seq.) to the Department.

b. Any person engaged in asbestos removal activity shall be obligated to notify the Department and comply in the same manner as required in 40 CFR 61.141, 40 CFR 61.145 and 40 CFR 61.150.

c. Any person engaged in the commercial activity of asbestos removal shall comply with Illinois Pollution Control Board Regulations Asbestos 35 Ill. Admin. Code 228.

(h) Permit required; Fees

(1) A demolition permit shall be obtained from the Director prior to any demolition of any structure as set out in Sec. 30-961. The permit fees for demolition of structures on a property that is zoned as residential, commercial or industrial shall be as set out in Section 32-1.

(2) An asbestos removal permit shall be required for all demolition, alteration or repair of any asbestos-containing structure or structural component in addition to a demolition permit, if required by Sec.30-961 and shall be obtained prior to the start of a project. Application for this permit must be submitted no less than 10 business days prior to the start of the project. This permit is valid for 30 days after issuance and the contractor may not be off-site for more than 10 consecutive days during the permitted time. The permit fee for asbestos removal shall be as set out in Section 32-1. Inspection fee shall not be applicable to structures used primarily as a domestic residence.



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(3) Any of the permits may be revised up to six times before a new permit is required. Each time a permit is revised, (including, but not limited to, date revisions) a revision fee will be required in the amount set out in Section 32-1

(4) No demolition permit shall be issued unless the applicant has submitted all information required by Sections 30-961 through 30-967.

(5) An application for an asbestos removal ~~demolition~~ permit may be submitted less than the required 10 business days time period in cases where the public safety is at risk. In such cases, the applicant must submit a letter explaining the nature of the public safety risk, a completed application and copies of the check for the permit and variance filing fees, as set out in Sec. 32-1 via email or facsimile.

(i) Operations and Maintenance Asbestos Removal Permit; Fees

(1) An Operations and Maintenance Asbestos Removal Permit is available for large commercial and industrial sites, healthcare facilities and schools with ongoing asbestos mitigation projects. Permit Filing Fees shall be as set out in Sec. 32-1

(2) To obtain an Operations and Maintenance Asbestos Removal Permit an applicant must submit a written request to the Director or his or her designee no less than 15 calendar days prior to the scheduled start of the asbestos renovation project. This request shall include, but not be limited to, a completed Cook County notification form, an explanation of the unique circumstances involved in the project, schematic drawings and blueprints (when available) of the structure and a filing fee as set out in Sec. 32-1

(3) Issuance of an Operations and Maintenance Asbestos Removal Permit is subject to departmental approval. The Department shall issue a written response to the petitioner. The Department's decision is final. If the request is denied, the filing fee will be returned.

(4) An Operations and Maintenance Asbestos Removal Permit is applicable for one building, regardless of connecting enclosed walkways or underground tunnels. A separate request must be filed for each free standing structure on the premises or campus.

(5) An Operations and Maintenance Asbestos Removal Permit is non-transferrable to a new person, or different location

(6) An Operations and Maintenance Asbestos Removal Permit is valid for one calendar year, beginning on January 1 of each year. The permit holder may use the permit at any time during the year, until the expiration of the permit on December 31 of each year. Upon expiration of an existing permit, the permit holder may reapply for a new permit for the project.

(7) An Operations and Maintenance Asbestos Removal Permit requires notification of the Department by email or fax transmission prior to starting each removal episode. The notice must include the location within the building where work is to be performed, onsite contact information and the anticipated work hours. Within 48 hours of each episode's completion the permit holder must submit a written summary of the episode.

(8) The permit holder shall submit to the Department a chronological summary of the project and payment made based on the required inspectional fees as set out in Sec. 32-1. Healthcare facilities and schools shall submit a project summary and inspection fee

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

payment every six months. Commercial and industrial facilities shall submit a project summary and inspection fee payment every quarter.

### **Sec. 30-543. ~~Construction, alteration and repair of a structure.~~ Fibrous material restrictions.**

(a) *Spraying of asbestos-containing material prohibited.* The spraying of asbestos-containing material is prohibited after April 1, 1978.

(b) *Procedure for spraying nonasbestos fibrous material.* Nonasbestos fibrous matter shall not be sprayed in an area open to the atmosphere, unless the following procedures are taken:

(1) The entire floor or area to be sprayed shall be enclosed with plastic-coated tarpaulins in a manner which shall preclude the escape of fiber-containing material from the enclosure. All interior open area such as elevator shafts and stairwells shall be enclosed in a manner which shall prevent the escape of fiber-containing material from the enclosure. All interior open areas such as elevator shafts and stairwells shall be enclosed in a manner which shall prevent the escape of fiber-containing material from the working area.

(2) The entire sprayed area, all ledges and surfaces, including tarpaulins within the enclosure, shall be thoroughly vacuumed upon completion of the spraying operation and immediately before the enclosure is dismantled.

~~(c) Cutting, trimming, fitting or stripping of asbestos containing material.~~

~~(1) The cutting, trimming, fitting or stripping of asbestos containing material in the construction, ALTERATION or repair of a structure which is done at the site of such structure in an area open to the atmosphere shall be conducted within a special enclosure designed to preclude the escape of asbestos fiber from the immediate area of such enclosure.~~

~~(2) The mechanical exhaustion of dust from such enclosure to the ambient air is prohibited unless such exhaust system is equipped with a properly sized fabric filter for dust collection or an equivalent device as approved by the agency.~~

~~(d) Visible emissions of fiber-containing material considered violation.~~ Compliance with Subsections (b) and (c)542(c) and 543(b) of this section notwithstanding, visible emissions of fiber-containing material in an area open to the atmosphere shall be considered a violation.

~~(e) Asbestos containing material applied in construction, ALTERATION or repair of structure. Asbestos containing material applied in the construction, ALTERATION or repair of a structure shall be coated with a sealant, provided with a cover or installed in some other manner so as to preclude emission of the asbestos containing material to the circulating air. Any plenum or other structure coated with or containing asbestos containing insulation and used in the circulation of air in a building shall be thoroughly cleaned of all debris and waste insulation.~~

### **Sec. 30-544. Demolition of asbestos containing structure.**

(a) *Procedure for demolition of asbestos containing structure.* Where the risk

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

of public exposure to asbestos fiber from the dislodging of asbestos-containing materials is present, no demolition of a structure shall be initiated unless all safeguards necessary and practicable to reduce the emission of dust are taken. Such procedures shall include, but are not necessarily limited to:

(1) Boilers and pipes and steel members insulated or fireproofed with asbestos-containing material shall be adequately wetted and stripped before toppling of walls is begun. This procedure shall be followed, where practicable, as to all other asbestos-lined surfaces. Such asbestos-containing waste shall be immediately bagged and disposed of in accordance with Section 30-542(a)(4).

(2) When demolition by toppling occurs such reasonable enclosure for dust emission control as is compatible with the character of the structure shall be employed.

(3) Before the demolition or toppling of any section or wall of the structure, adequate wetting to suppress the dust shall be employed.

(4) Asbestos-containing debris shall not be dropped or thrown from any floor but shall be transported by dust-tight chutes or buckets shall be ~~sufficiently~~ adequately wetted to preclude dust dispersion at the point of discharge.

(5) All asbestos-containing debris shall be ~~thoroughly~~ adequately wetted before loading into trucks, other vehicles or containers. During transport such waste shall be enclosed or covered so as to prevent dust dispersion. Asbestos-containing debris shall be disposed by burial at a sanitary landfill.

(b) *Standard for demolition of structures.*

(1) *Contractor certification and performance.*

a. Any person engaged in the commercial activity of construction, demolition, alteration or repair of a structure for which has been determined asbestos-containing material is present must present proof that the person possesses a valid license issued pursuant to the Asbestos Abatement Act (105 ILCS 105/1 et seq.) to the Department.

b. Any person engaged in asbestos removal activity shall be obligated to notify the Department and comply in the same manner as required in 40 CFR 61.141, 40 CFR 61.145 and 40 CFR 61.150.

c. Any person engaged in the commercial activity of asbestos removal shall comply with Illinois Pollution Control Board Regulations Asbestos 35 Ill. Admin. Code 228.

~~(2) — Permit required fees.~~

~~a. — A demolition permit shall be obtained from the Director prior to any demolition of any structure. The permit fees for demolition of structures on a property that is zoned as residential, commercial or industrial shall be as set out in Section 32-1~~

~~b. — An asbestos removal permit shall be required for all demolition, alteration or repair of a structure which has been determined to contain asbestos containing material. Such permit will be in lieu of requirements of Section 30-544 and shall be~~

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

~~obtained prior to the start of a project. The permit fee for asbestos removal shall be as set out in Section 32-1. Inspection fee shall not be applicable to structures used primarily as a domestic residence.~~

~~e. Any of the permits may be revised up to six times before a new permit is required. Each time a permit is revised, (including, but not limited to, date revisions) a revision fee will be required in the amount set out in Section 32-1~~

~~d. Permit fees under Subsections (b)(2)a and (b)(2)b of this section shall be established in accordance with Section 30-91 and thereafter Sections 30-92 through 30-95 shall be applicable.~~

### **Sec. 30-545. Sampling and counting or particulate matter from manufacture of asbestos-containing product.**

After April 1, 1978, a factory, plant or enterprise which engages in the processing or manufacturing of any asbestos-containing product shall discharge no visible emission of particulate matter from such manufacturing or processing into the ambient air and shall emit no concentrations of asbestos fiber into the ambient air in excess of two fibers per cubic centimeter of air.

(1) Sampling of emissions shall be by the membrane filter method and according to the procedures recommended in the ASME Power Test Code 27-1957, or other procedures generally accepted by persons knowledgeable in the state of the art.

(2) Counting shall be according to the procedure outlined in Edwards, G. H. and Lynch, J. R., "The Method Used by the U.S. Public Health Service for Enumeration of Asbestos Dust on Membrane Filters," Ann. Occupational Hyg. (Oxford) 11 (1): 1-6 Jan. '68; with 20 fields per sample, counted at random using phase contrast microscopy at 430x magnification and counting only fibers 5 microns or greater in length, with a length to breadth ratio of three to one or greater.

### **Sec. 30-546. Controlling asbestos handling facilities.**

Any factory, plant or enterprise which engages in the processing or manufacturing of any asbestos containing product shall control all asbestos handling facilities so that exhaust air can be ducted through necessary air pollution control equipment and samples taken of the gases which are emitted into the ambient air.

### **Sec. 30-547. Inspection.**

(a) Any factory, plant or enterprise for which a permit is sought or has been granted pursuant to Section 30-542(eb) shall be subject to inspection by the Department at any reasonable time, without prior notice.

(b) In the event the Department inspects a work site where Asbestos Abatement Activity is taking place, the Asbestos Abatement Contractor must cooperate with the Department's attempts to monitor activity to ensure that safety concerns are appropriately addressed. Upon request, the Asbestos Abatement Contractor will be required to produce required information, including, but not limited to, the following:

(1) A copy of the Certificate of Registration; and

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(2) Documentation verifying that all employees at that worksite have the appropriate licensure through the Illinois Department of Public Health, if licensure is required.

### **Sec. 30-548. Sampling.**

At a frequency to be determined by the Agency, any factory, plant or enterprise which engages in the processing or manufacturing of any asbestos-containing product shall sample the exhaust from such factory, plant or enterprise and submit the emission data to the Agency.

### **Sec. 30-549. Transporting.**

No product which may emit asbestos-fiber during its transportation shall be transported unless such product be enclosed so as to preclude the emission of asbestos fiber into ambient air.

### **Sec. 30-550. Violation.**

Notwithstanding compliance with Section 30-549 the visible emission of particulate matter in the course of such transportation shall be considered a violation.

### **Sec. 30-551. Asbestos abatement contractor registration, registration fees and penalties.**

(a) In order to ensure that the health and safety of the public is protected from the harmful effects of exposure to asbestos materials caused by negligent or improper Asbestos Abatement Activities, all Asbestos Abatement Contractors doing business in Cook County outside the corporate limits of the City of Chicago must register with the Department of Environmental Control.

(b) No Asbestos Abatement Contractor shall do business in Cook County outside of the corporate limits of the City of Chicago without having a currently valid Certificate of Registration issued by the Department.

(c) The Department shall prepare and maintain a list of registered Asbestos Abatement Contractors which list shall be made available upon request.

(d) To obtain a Certificate of Registration, the Asbestos Abatement Contractor shall complete an application provided by the Department of Environmental Control. The application shall be returned to the Department, accompanied by a non-refundable registration fee set forth in Section 32-1 of the Ordinances of Cook County.

(e) The application shall require the following information:

(1) The Asbestos Abatement Contractor's name, mailing address, contact person, phone number, and e-mail address, together with its form of ownership. If a corporation, a copy of the corporation's last annual report filed with the Asbestos Abatement Contractor's state of incorporation. If the Asbestos Abatement Contractor is a corporation, partnership, or other firm, the substantial owners, as defined in Chapter 34, Article V, Section 34-367 of the Ordinances of Cook County, shall be identified.

(2) The Asbestos Abatement Contractor's license number issued by the State of

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Illinois Department of Public Health, the date of license expiration and a copy of said license.

(3) A list of all enforcement actions taken against the Asbestos Abatement Contractor in the preceding two years for alleged violations of Federal, State or Local Regulations pertaining to the handling, removal or disposal of asbestos-containing materials, including information about the alleged violations charged and the disposition.

(4) The number of years the Person has been doing business as an Asbestos Abatement Contractor.

(5) A list of supervisors employed by the Asbestos Abatement Contractor who are licensed by the Illinois Department of Public Health.

(6) A list of asbestos containing material removal and abatement techniques that have previously been employed by the Asbestos Abatement Contractor.

(7) A list of the names and addresses of waste disposal sites and waste haulers primarily used by the Asbestos Abatement Contractor.

(8) Certification by the Asbestos Abatement Contractor that all information furnished to the Department is true and accurate.

(9) Other information as required by the Department.

(f) The application shall require the Asbestos Abatement Contractor to certify compliance with all Cook County ordinances, including, but not limited to, the following:

(1) Chapter 30, Environment;

(2) Chapter 34, Article V, Child Support Payments;

(3) Chapter 38, Article III, Public Health and Private Nuisances;

(4) Chapter 58, Article III, Offenses Involving Public Safety, and Article IV, Offenses Involving Public Morals;

(5) The Cook County Building Ordinance, adopted originally on March 11, 1949, as amended, and/or the Cook County Building Code;

(6) Chapter 74, Taxation; or

(7) The Cook County Zoning Ordinance.

(g) The Director shall determine whether the applicant satisfies the requirements to be registered as an Asbestos Abatement Contractor. Upon approval of the application, the Department shall issue a Certificate of Registration to the asbestos removal contractor. Such Certificate of Registration shall expire two years following its date of issuance, and shall be renewable.

(h) The Asbestos Abatement Contractor is required to notify the Department of any material changes to the registration requirements set forth in Section 30-551(e). The Director of the Department may revoke the registration if the Asbestos Abatement Contractor fails to notify the Department of any material changes to the registration

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

requirements identified in Section 30-551(e).

(i) The Director shall have the authority to deny an application for a Certificate of Registration. The Director shall provide written notice, via certified mail, of the decision to deny an Asbestos Abatement Contractor's Registration. Any denial must be made in writing and include a statement of the public health or safety concern that was the basis of the denial. The Director may deny issuance of a Certificate of Registration to any Asbestos Abatement Contractor where any one of the following conditions exists:

- (1) Failure to provide any of the required information on the application.
- (2) Providing false information on the application.
- (3) Outstanding violations, debts or penalties owed to Cook County for violation of any County ordinance, unless such violations, debts or penalties are being contested or appealed.
- (4) Failure to have any required licensure by the Illinois Department of Public Health.
- (5) Five or more administrative violations, three or more enforcement actions impacting public health in the two years preceding the date of application or a combined total of five administrative and enforcement actions in the two years preceding the date of application.

(j) If one of the conditions listed in section (i) is found to exist prior to the expiration of the Certificate of Registration, the Director may revoke the registration after notifying the Asbestos Abatement Contractor of the violation via certified mail, of the decision. The contractor shall have ten days from the date of the Director's letter to make a written request for an administrative hearing to contest the decision or to provide information to the Department that reaffirms that they remain in compliance with the requirements of the ordinance. The Asbestos Abatement Contractor may reapply for a Certificate of Registration after a period of 14 business days. Approval of the Certificate of Registration after a revocation shall be probationary for one year after issuance of the Certificate of Registration. Any additional violations during the one-year probation will result in the suspension of the Certificate of Registration for a period of no less than one month and no more than one year.

(k) Any Certificate of Registration issued by the Department pursuant to this article may be renewed if the Asbestos Abatement Contractor submits a completed registration renewal application on a form provided by the Department, and makes payment of a renewal fee set by the Department, consistent with the provisions of Section 32-1 of the Ordinances of Cook County. Renewal of a Certificate of Registration may be withheld if the Director finds that evidence exists that renewal of the Certificate of Registration will present health and safety concerns for the public. The Director may refuse to renew a Certificate of Registration if any of the conditions identified in Section 30-551(i) exist. The Director shall provide written notice, via certified mail, of the decision to deny an Asbestos Abatement Contractor's Registration renewal. Any denial must be made in writing and include a statement of the public health or safety concern that was the basis of the denial. The applicant shall have 15 days from the date of the Director's letter to make a written request for an administrative hearing to contest the Director's decision.

- (l) If the Director denies an application for or revokes a Certificate of

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Registration or an application for renewal of a Certificate of Registration, the Director shall so notify the Asbestos Abatement Contractor in writing within 30 days of the decision, including a statement of the basis for the denial or revocation. The Asbestos Abatement Contractor shall be given the opportunity to contest the Director's action decision in a hearing as set forth in Article IX, Administrative Hearings, Section 2-901 et seq. of the Code of Ordinances. The Asbestos Abatement Contractor shall be given written notice at least seven days before the hearing is scheduled. The Department of Administrative Hearings shall make a final decision on granting the Certificate of Registration.

(m) Any person that performs asbestos removal activity governed by this article without possessing a valid and current Certificate of Registration issued by the Department shall be subject to fines in accordance with the provisions of Section 30-213 of this article.

(n) The Department shall maintain records of any instances of Asbestos Abatement Activity performed without a Certificate of Registration for five years from the date of the discovery of the nonauthorized activity and said records shall be considered when reviewing subsequent applications for registration.

**BE IT FURTHER ORDAINED**, by the Cook County Board of Commissioners, that Chapter 32 Fees, Sec. 32-1 of the Cook County Code is hereby amended as follows:

**Sec. 32-1. Fee schedule.**

The fees or charges provided for or required by the below-listed sections shall be as shown below:

<b>CHAPTER 30, ENVIRONMENT</b>		
30-551	Asbestos Removal Contractor Certificate of Registration, initial or renewed	200.00
<del>30-544(b)(2)a.</del> 30-542(h)(1) 30-961(a)	Demolition permit fee	
<del>30-544(b)(2)a.</del> 30-542(h)(1)	Residential filing fee ( <u>garage/shed</u> )	150.00
30-542(h)(1)	<u>Residential Filing fee (4 units or less)</u>	<u>150.00</u>
30-542(h)(1)	<u>Residential fee(5 units or more)</u>	<del>1000.00</del> <u>600.00</u>
<del>30-544(b)(2)a.</del> 30-542(h)(1)	Commercial and industrial filing fee	<del>350.00</del> <u>600.00</u>
<del>30-544(b)(2)a.</del> 30-542(h)(1)	Inspection fee	150.00
<del>30-544(b)(2)b.</del> 30-542(h)(2)	Asbestos removal permit	
<del>30-544(b)(2)b.1</del> 30-542(h)(2)	Filing fee	200.00



**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

<u>30-542(i).</u>	<u>Operations and Maintenance Asbestos Removal Filing Fee for Healthcare facilities and schools</u>	<u>500.00</u>
<u>30-542(i).</u>	<u>Operations and Maintenance Asbestos Removal Filing Fee for commercial and industrial buildings</u>	<u>1,000.00</u>
<del>30-544(b)(2)b.2.</del> <u>30-542(h)(2)</u> <u>30-542(i)(8)</u>	Inspection fee shall not exceed \$2,000.00 per project, or inspection period for Operations and Maintenance Permits, or the following, whichever is the lesser:	
<del>30-544(b)(2)b.2.(i)</del> <u>30-542(h)(2)</u> <u>30-542(i)(8)</u>	Asbestos-containing material, per linear foot	2.00
<del>30-544(b)(2)b.2.(ii)</del> <u>30-542(h)(2)</u> <u>30-541(i)(8)</u>	Asbestos-containing material, per square foot	6.00
<del>30-554(b)(2)e.</del> <u>30-542(h)(3)</u> <u>30-961(c)</u>	Permit revision fee	55.00
<u>30-542(h)(5)</u>	<u>Emergency Variance Filing Fee.</u>	<u>100.00</u>
30-600	Open burning permit fee schedule:	
30-600(1)	Filing fee per permit; maximum ten occurrences (burns) per permit	20.00
30-600(2)	Open burning fee for each day of occurrence (for each burn)	36.00

**BE IT FURTHER ORDAINED**, by the Cook County Board of Commissioners, that Chapter 30-213 Violations and Penalty of the Cook County Code is hereby amended as follows:

Sec. 30-213. Violations and Penalty.

- (a) After any person has been previously notified of three or more violations of this chapter within any consecutive 12-month period in respect to the emission of smoke, particulate, or other matter by the same piece of equipment in excess of the emission limitations herein provided or in respect to violations of other requirements provided in this chapter, such person shall be notified in writing to show cause before the Director on a day certain, not less than 20 days from date of service of such notice, why the equipment or process causing such violations should not be sealed. The Director may refer the violation notice to the Cook County Department of Administrative Hearings for a hearing to be conducted by an administrative law officer or an administrative law judge following all rules and procedures set forth in Chapter 2, Article IX of the Cook County Code. This last notice herein provided for may be given by mail, directed to the last known address of the person to be notified, or if such person or the

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

whereabouts of such person is unknown, then by posting a notice on or near the premises at which the violations shall have occurred. Upon the date specified in the notice such person may appear at such hearing in person or by representative, with or without counsel. If such person fails to appear at such hearing or if upon such hearing the administrative law officer or administrative law judge shall find and determine that the violations are due to defective equipment or equipment which is incapable of being operated within the maximum emission limitations established by or under this chapter, or that corrective measures previously ordered by the Director have not been employed to eliminate the causes producing the violations, the administrative law officer or administrative law judge may enter an order revoking any certificate or permit outstanding for such equipment or process and directing that the same be sealed by an inspector or other authorized agent of the Director. In making the finding and determination hereinabove referred to, the administrative law officer or administrative law judge shall, in the case of smoke density or opacity measurements, take into consideration whether the equipment is capable of being operated within the particulate matter limitations provided in Division 3 of this article.

(b) Upon notice and hearing, if notice and hearing has not previously been provided, the Director may order that the use of any fuel-burning, combustion, or process equipment or device shall be discontinued and may seal such equipment or process:

(1) When a certificate of operation is refused in the case of any original, annual, or subsequent inspection, because the person required to procure such certificate has not complied with the provisions of this chapter;

(2) In the case of movable equipment, or portable boilers, or vehicles, when immediate correction of a condition causing a violation of this chapter is not made by the operator of such equipment, portable boiler, or vehicle when ordered to do so by the Director or authorized representative.

(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 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 or 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

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

disposition of the building or premises or of any part of the building or premises where the violation in question occurs.

Unless otherwise specifically provided, where the violation of the provisions of this chapter involves a motor vehicle, the owner or the owner's agent for the purpose of managing or controlling the vehicle, and any other person managing or controlling the vehicle 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 or managing or controlling, or acting as agent in regard to the vehicle. 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 vehicle.

- (2) 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 any of the values detailed in the following table but not more than \$10,000.00. Violations of the ordinance not listed in the following table are subject to fines not less than \$300.00 and not more than \$10,000.00. Collected fines will go to the Cook County Environmental Management Fund. A separate and distinct offense shall be regarded as committed each day on which such person continues or permits any such violation, or failure to comply exists after notification thereof. In addition to such fines and penalties, the permit or certification of operation of such person, or of the offending property, may be suspended or revoked as hereinbefore provided.

Any person, firm, or corporation that issues a check or other draft to the Department or the Department of Revenue that is not honored upon

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

because the drawer does not have sufficient funds in his account, or because the drawer does not have sufficient credit with the drawee, shall be liable in the amount of \$25.00 and shall be liable for interest upon the amount at the rate of nine percent annually.

The Director shall refer a violation citation seeking a fine to the Cook County Department of Administrative Hearings for a hearing to be conducted by an administrative law officer or an administrative law judge following all rules and procedures set forth in Chapter 2, Article IX, of the Cook County Code. In determining the amount of the fine the following factors shall be taken into consideration:

The Director shall refer a violation citation to the Cook County Department of Administrative Hearings for adjudication seeking a fine, collection of compliance fees owed to the Cook County Department of Environmental Control, and, if applicable, a \$25.00 fee for all checks and drafts not honored by a financial institution. The Cook County Department of Administrative Hearings shall set the matter for a hearing to be conducted by an administrative law judge following all rules and procedures set forth in Chapter 2, Article IX, of the Cook County Code. In addition to assessing a fine, the administrative law judge may, as a sanction, order the respondent to pay any outstanding compliance fees alleged in the citation and found by the administrative law judge to be due and owing to the Department. 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.

Section	Violation	Fine
30-542(a)	Release of ACM in the air	\$5,000.00
<del>30-542(b)(1)a.</del> <u>30-542(g)(1)a.</u>	Workers with no valid IDPH ACM Abatement license	<del>300.00</del> <u>1,000.00</u>
30-542(a)(4)	Lack of vacuumed or sealing ACM waste	3,000.00
30-543(c)(1)	Lack of enclosure if required	5,000.00

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

30-543(d)	Visible release of ACM in the air	5,000.00
30-544(a)(3)	Structure not adequately wet	1,000.00
30-544(a)(4)	ACM dropped without dust tight method	3,000.00
30-544(a)(5)	ACM not contained for transportation	5,000.00
<del>30-544(b)(2)a</del> 30-542(h)(1)	No valid demolition permit	<del>500.00</del> 1,000.00
<del>30-544(b)(2)b</del> 30-542(h)(2)	No valid ACM abatement permit	<del>500.00</del> 1,000.00
30-92	Late payment of fees	300.00
30-186	No valid certificate of operation	300.00
30-455(a)	Noise	300.00
30-421	Noxious odors	500.00
30-551	No valid Asbestos Removal Contractor Certificate of Registration	1,000.00

**Effective date:** This amended ordinance shall be in effect 120 days after passage.

**Vice Chairman Steele, seconded by Commissioner Silvestri, moved Approval of the Proposed Ordinance Amendment in Communication No. 318998 as amended by substitution. The motion carried.**

**Commissioner Tobolski voted No on Communication No. 318998.**

**12-O-36**

**ORDINANCE**

**Sponsored by**

**THE HONORABLE ROBERT B. STEELE, COUNTY COMMISSIONER**

**AMENDMENT TO THE ASBESTOS AND RELATED  
SUBSTANCES ARTICLE OF THE COUNTY CODE**

**BE IT ORDAINED**, by the Cook County Board of Commissioners, that Chapter 30 Environment, Section 30-541 through 30-551 of the Cook County Code are hereby amended as follows:

**Sec. 30-541. Definitions.**

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Adequately Wet* means sufficiently mixed or penetrated with liquid to prevent the release of particulates. Upon inspection, water has visibly attached itself to the Asbestos Containing Material (ACM).

*Alteration* means any change, addition, or modification of a structure or one or more structural components in any way, including but not limited to the stripping or removal of ACM from a structural component.

*Applicant* means the owner of a building or property who is required to obtain a permit under this Article and any agent of the owner who applies for said permit on behalf of the owner.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

*Asbestos* means any fiber or any mixture containing fiber of hydrated silicate mineral, which, on the basis of its crystalline structure, falls into one of two categories:

- (1) Pyroxenes (chrysotile fiber);
- (2) Amphiboles (crocidolite, amosite, tremolite, actinolite or anthophyllite fiber).

*Asbestos-containing material (ACM)* means any material containing more than one percent (1%) asbestos as determined using the method specified in EPA regulations Appendix E, Subpart E, 40 CFR Part 763, Section I, Polarized Light Microscopy.

*Asbestos Abatement Contractor* means any Person, firm or corporation engaged in asbestos removal and abatement activities in Cook County, outside of the limits of the City of Chicago.

*Certificate of Registration* means the physical documentation issued by the Cook County Department of Environmental Control.

*Commercial activity* means any activity done for hire or having financial profit as a primary aim.

*Cutting* means to penetrate with a sharp-edged instrument and includes sawing, shearing, slicing, or punching.

*Debris* means asbestos-containing waste produced by the demolition of a structure.

*Demolition* means the deconstructing, destroying, razing, tearing down, alteration or wrecking of any structure or removal of any load-supporting structural member of a facility together with any related handling operations.

*Demolition Project* means the demolition of any load-bearing or non-load-bearing building or portion of a building that may or may not contain ACM.

*Department* means the Cook County Department of Environmental Control.

*Director* means the Director of the Cook County Department of Environmental Control.

*Engage in Asbestos Abatement Activity* shall refer to those activities provided in Sections 30-541 through 30-550 of the Ordinances of Cook County.

*Federal, State, or Local Regulations* means a law, administrative rule, or regulation of the federal government, any state in the United States of America, or any unit of local government, including, but not limited to, cities, counties, municipalities, or townships.

*Permit Holder* means the person who has received a permit under this Article VI.

*Person* or *Persons* means any individual, corporation, partnership, joint venture, trust, association, limited liability company, sole proprietorship or other legal entity.

*Project* means any activity which requires an application for any permit required by this Article VI.

*Spraying* means the pneumatic application of material used for fireproofing or insulation.

*Strip* means to take off ACM from any part of a structure or structural components.

*Structure* means any building, or part thereof, enclosing any occupancy including residential, institutional, assembly, business, mercantile, industrial, storage, hazardous and miscellaneous uses. When separated by fire walls, each unit so separated shall be deemed a separate structure.

*Structural component* means any pipe, duct, boiler, tank, reactor, turbine, or furnace at or in a structure, or any structural member of the structure.

*Structural member* means any vertical or horizontal load-bearing member of a structure which supports dead or live loads in addition to its own weight and includes, but is not limited to, a foundation, an exterior or interior load-bearing wall, a column, a column beam, a floor, and a roof structure.

*Waste* means any asbestos-containing matter which has been or is intended to be discarded.

### **Sec. 30-542. General requirements.**

(a) *Restrictions on activities involving discharge of asbestos into air.* After April 1, 1978, no commercial activity not otherwise hereinafter prohibited, involving the potential discharge of visible amounts of asbestos fiber or asbestos-containing materials into the ambient air from the construction, alteration, repair or demolition of a structure or structural component from the processing or manufacturing of asbestos-containing products, shall be conducted unless the person or entity in charge of such activity complies with the following regulations:

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (1) Personnel shall be designated to exercise full-time supervisory authority over all aspects of the activity from which the release of asbestos fiber into the environment could result, in such a manner as to insure compliance with the pertinent asbestos control regulations.
- (2) Each employee engaged in such activity shall complete a course of instruction on the potential hazards of exposure to asbestos fiber, including the precautions that must be observed to prevent or restrict the dispersion of asbestos fiber into the environment.
- (3) Facilities shall be provided and procedures instituted and supervised that prevent the removal from the site of visible amounts of asbestos-containing material on the clothing of the employees.
- (4) Asbestos-containing wastes shall be immediately vacuumed or otherwise collected where vacuuming is impossible and shall be placed in a container resistant to tearing or breaking under normal handling conditions, which shall be tightly sealed and clearly marked as containing asbestos-waste. Such waste material or container shall be disposed of by burial at a sanitary landfill.
- (5) Air monitoring reports or air clearance reports, when required to be done by 40 CFR 763, Subpart G, and Waste Manifests are required to be submitted to the Cook County Department of Environmental Control within sixty (60) business days of the expiration of the asbestos removal permit.
  - (b) *Permit required for manufacture of asbestos-containing products.* After April 1, 1978, the manufacturing or processing of asbestos containing products is prohibited, unless the person or entity in charge of such activity has obtained a permit from the Director. Before obtaining such permit, the applicant shall demonstrate compliance with this section and such additional standards as are hereinafter specifically required.
    - (c) *Cutting, trimming, fitting or stripping of asbestos containing material.*
      - (1) The cutting, trimming, fitting or stripping of asbestos-containing material in the construction, alteration or repair of a structure or structural component which is done at the site of such structure in an area open to the atmosphere shall be conducted within a special enclosure designed to preclude the escape of asbestos fiber from the immediate area of such enclosure.
      - (2) The mechanical exhaustion of dust from such enclosure to the ambient air is prohibited unless such exhaust system is equipped with a properly sized fabric filter for dust collection or an equivalent device as approved by the agency.
    - (d) *Asbestos-containing material applied in construction, alteration or repair of structure or structural component.* Asbestos-containing material applied in the construction, alteration or repair of a structure or structural component shall be coated with a sealant, provided with a cover or installed in some other manner so as to preclude emission of the asbestos-containing material to the circulating air. Any plenum or other structure coated with or containing asbestos-containing insulation and used in the circulation of air in a building shall be thoroughly cleaned of all debris and waste insulation.
    - (e) Asbestos-containing debris shall not be dropped or thrown from any floor but shall be transported by dust-tight chutes or buckets, debris shall be adequately wetted to preclude dust dispersion at the point of discharge.
    - (f) All asbestos-containing debris shall be adequately wetted before loading into trucks, other vehicles or containers. During transport such asbestos-containing waste shall be enclosed or covered so as to prevent dust dispersion. Asbestos-containing debris shall be disposed by burial at a sanitary landfill.
    - (g) *Standard for demolition, alteration or repair of asbestos-containing structures or structural component.*
      - (1) Contractor certification and performance.
        - a. Any person engaged in the commercial activity of construction, demolition, alteration or repair of a structure for which has been determined asbestos-containing material is present must present proof that the person possesses a valid

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- license issued pursuant to the Asbestos Abatement Act (105 ILCS 105/1 et seq.) to the Department.
- b. Any person engaged in asbestos removal activity shall be obligated to notify the Department and comply in the same manner as required in 40 CFR 61.141, 40 CFR 61.145 and 40 CFR 61.150.
  - c. Any person engaged in the commercial activity of asbestos removal shall comply with Illinois Pollution Control Board Regulations Asbestos 35 Ill. Admin. Code 228.
- (h) Permit required; Fees
- (1) A demolition permit shall be obtained from the Director prior to any demolition of any structure as set out in Sec. 30-961. The permit fees for demolition of structures on a property that is zoned as residential, commercial or industrial shall be as set out in Section 32-1.
  - (2) An asbestos removal permit shall be required for all demolition, alteration or repair of any asbestos-containing structure or structural component in addition to a demolition permit, if required by Sec. 30-961 and shall be obtained prior to the start of a project. Application for this permit must be submitted no less than 10 business days prior to the start of the project. This permit is valid for 30 days after issuance and the contractor may not be off-site for more than 10 consecutive days during the permitted time. The permit fee for asbestos removal shall be as set out in Section 32-1. Inspection fee shall not be applicable to structures used primarily as a domestic residence.
  - (3) Any of the permits may be revised up to six times before a new permit is required. Each time a permit is revised, (including, but not limited to, date revisions) a revision fee will be required in the amount set out in Section 32-1.
  - (4) No demolition permit shall be issued unless the applicant has submitted all information required by Sections 30-961 through 30-967.
  - (5) An application for an asbestos removal permit may be submitted less than the required 10 business days time period in cases where the public safety is at risk. In such cases, the applicant must submit a letter explaining the nature of the public safety risk, a completed application and copies of the check for the permit and variance filing fees, as set out in Sec. 32-1 via email or facsimile.
- (i) Operations and Maintenance Asbestos Removal Permit; Fees
- (1) An Operations and Maintenance Asbestos Removal Permit is available for large commercial and industrial sites, healthcare facilities and schools with ongoing asbestos mitigation projects. Permit Filing Fees shall be as set out in Sec. 32-1.
  - (2) To obtain an Operations and Maintenance Asbestos Removal Permit an applicant must submit a written request to the Director or his or her designee no less than 15 calendar days prior to the scheduled start of the asbestos renovation project. This request shall include, but not be limited to, a completed Cook County notification form, an explanation of the unique circumstances involved in the project, schematic drawings and blueprints (when available) of the structure and a filing fee as set out in Sec. 32-1.
  - (3) Issuance of an Operations and Maintenance Asbestos Removal Permit is subject to departmental approval. The Department shall issue a written response to the petitioner. The Department's decision is final. If the request is denied, the filing fee will be returned.
  - (4) An Operations and Maintenance Asbestos Removal Permit is applicable for one building, regardless of connecting enclosed walkways or underground tunnels. A separate request must be filed for each free standing structure on the premises or campus.
  - (5) An Operations and Maintenance Asbestos Removal Permit is non-transferrable to a new person, or different location



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (6) An Operations and Maintenance Asbestos Removal Permit is valid for one calendar year, beginning on January 1 of each year. The permit holder may use the permit at any time during the year, until the expiration of the permit on December 31 of each year. Upon expiration of an existing permit, the permit holder may reapply for a new permit for the project.
- (7) An Operations and Maintenance Asbestos Removal Permit requires notification of the Department by email or fax transmission prior to starting each removal episode. The notice must include the location within the building where work is to be performed, onsite contact information and the anticipated work hours. Within 48 hours of each episode's completion the permit holder must submit a written summary of the episode.
- (8) The permit holder shall submit to the Department a chronological summary of the project and payment made based on the required inspectional fees as set out in Sec. 32-1. Healthcare facilities and schools shall submit a project summary and inspection fee payment every six months. Commercial and industrial facilities shall submit a project summary and inspection fee payment every quarter.

### **Sec. 30-543. Fibrous material restrictions.**

- (a) *Spraying of asbestos-containing material prohibited.* The spraying of asbestos-containing material is prohibited after April 1, 1978.
- (b) *Procedure for spraying nonasbestos fibrous material.* Nonasbestos fibrous matter shall not be sprayed in an area open to the atmosphere, unless the following procedures are taken:
  - (1) The entire floor or area to be sprayed shall be enclosed with plastic-coated tarpaulins in a manner which shall preclude the escape of fiber-containing material from the enclosure. All interior open area such as elevator shafts and stairwells shall be enclosed in a manner which shall prevent the escape of fiber-containing material from the enclosure. All interior open areas such as elevator shafts and stairwells shall be enclosed in a manner which shall prevent the escape of fiber-containing material from the working area.
  - (2) The entire sprayed area, all ledges and surfaces, including tarpaulins within the enclosure, shall be thoroughly vacuumed upon completion of the spraying operation and immediately before the enclosure is dismantled.
- (c) *Visible emissions of fiber-containing material considered violation.* Compliance with Subsections (b) and (c) 542(c) and 543(b) of this section notwithstanding, visible emissions of fiber-containing material in an area open to the atmosphere shall be considered a violation.

### **Sec. 30-544. Demolition of asbestos containing structure.**

- (a) *Procedure for demolition of asbestos containing structure.* Where the risk of public exposure to asbestos fiber from the dislodging of asbestos-containing materials is present, no demolition of a structure shall be initiated unless all safeguards necessary and practicable to reduce the emission of dust are taken. Such procedures shall include, but are not necessarily limited to:
  - (1) Boilers and pipes and steel members insulated or fireproofed with asbestos-containing material shall be adequately wetted and stripped before toppling of walls is begun. This procedure shall be followed, where practicable, as to all other asbestos-lined surfaces. Such asbestos-containing waste shall be immediately bagged and disposed of in accordance with Section 30-542(a)(4).
  - (2) When demolition by toppling occurs such reasonable enclosure for dust emission control as is compatible with the character of the structure shall be employed.
  - (3) Before the demolition or toppling of any section or wall of the structure, adequate wetting to suppress the dust shall be employed.
  - (4) Asbestos-containing debris shall not be dropped or thrown from any floor but shall be transported by dust-tight chutes or buckets shall be adequately wetted to preclude dust dispersion at the point of discharge.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (5) All asbestos-containing debris shall be adequately wetted before loading into trucks, other vehicles or containers. During transport such waste shall be enclosed or covered so as to prevent dust dispersion. Asbestos-containing debris shall be disposed by burial at a sanitary landfill.
- (b) *Standard for demolition of structures.*
- (1) *Contractor certification and performance.*
  - a. Any person engaged in the commercial activity of construction, demolition, alteration or repair of a structure for which has been determined asbestos-containing material is present must present proof that the person possesses a valid license issued pursuant to the Asbestos Abatement Act (105 ILCS 105/1 et seq.) to the Department.
  - b. Any person engaged in asbestos removal activity shall be obligated to notify the Department and comply in the same manner as required in 40 CFR 61.141, 40 CFR 61.145 and 40 CFR 61.150.
  - c. Any person engaged in the commercial activity of asbestos removal shall comply with Illinois Pollution Control Board Regulations Asbestos 35 Ill. Admin. Code 228.

### **Sec. 30-545. Sampling and counting or particulate matter from manufacture of asbestos-containing product.**

After April 1, 1978, a factory, plant or enterprise which engages in the processing or manufacturing of any asbestos-containing product shall discharge no visible emission of particulate matter from such manufacturing or processing into the ambient air and shall emit no concentrations of asbestos fiber into the ambient air in excess of two fibers per cubic centimeter of air.

- (1) Sampling of emissions shall be by the membrane filter method and according to the procedures recommended in the ASME Power Test Code 27-1957, or other procedures generally accepted by persons knowledgeable in the state of the art.
- (2) Counting shall be according to the procedure outlined in Edwards, G. H. and Lynch, J. R., "The Method Used by the U.S. Public Health Service for Enumeration of Asbestos Dust on Membrane Filters," Ann. Occupational Hyg. (Oxford) 11 (1): 1-6 Jan. '68; with 20 fields per sample, counted at random using phase contrast microscopy at 430x magnification and counting only fibers 5 microns or greater in length, with a length to breadth ratio of three to one or greater.

### **Sec. 30-546. Controlling asbestos handling facilities.**

Any factory, plant or enterprise which engages in the processing or manufacturing of any asbestos containing product shall control all asbestos handling facilities so that exhaust air can be ducted through necessary air pollution control equipment and samples taken of the gases which are emitted into the ambient air.

### **Sec. 30-547. Inspection.**

(a) Any factory, plant or enterprise for which a permit is sought or has been granted pursuant to Section 30-542(b) shall be subject to inspection by the Department at any reasonable time, without prior notice.

(b) In the event the Department inspects a work site where Asbestos Abatement Activity is taking place, the Asbestos Abatement Contractor must cooperate with the Department's attempts to monitor activity to ensure that safety concerns are appropriately addressed. Upon request, the Asbestos Abatement Contractor will be required to produce required information, including, but not limited to, the following:

- (1) A copy of the Certificate of Registration; and
- (2) Documentation verifying that all employees at that worksite have the appropriate licensure through the Illinois Department of Public Health, if licensure is required.

### **Sec. 30-548. Sampling.**

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

At a frequency to be determined by the Agency, any factory, plant or enterprise which engages in the processing or manufacturing of any asbestos-containing product shall sample the exhaust from such factory, plant or enterprise and submit the emission data to the Agency.

### **Sec. 30-549. Transporting.**

No product which may emit asbestos-fiber during its transportation shall be transported unless such product be enclosed so as to preclude the emission of asbestos fiber into ambient air.

### **Sec. 30-550. Violation.**

Notwithstanding compliance with Section 30-549 the visible emission of particulate matter in the course of such transportation shall be considered a violation.

### **Sec. 30-551. Asbestos abatement contractor registration, registration fees and penalties.**

(a) In order to ensure that the health and safety of the public is protected from the harmful effects of exposure to asbestos materials caused by negligent or improper Asbestos Abatement Activities, all Asbestos Abatement Contractors doing business in Cook County outside the corporate limits of the City of Chicago must register with the Department of Environmental Control.

(b) No Asbestos Abatement Contractor shall do business in Cook County outside of the corporate limits of the City of Chicago without having a currently valid Certificate of Registration issued by the Department.

(c) The Department shall prepare and maintain a list of registered Asbestos Abatement Contractors which list shall be made available upon request.

(d) To obtain a Certificate of Registration, the Asbestos Abatement Contractor shall complete an application provided by the Department of Environmental Control. The application shall be returned to the Department, accompanied by a non-refundable registration fee set forth in Section 32-1 of the Ordinances of Cook County.

(e) The application shall require the following information:

(1) The Asbestos Abatement Contractor's name, mailing address, contact person, phone number, and e-mail address, together with its form of ownership. If a corporation, a copy of the corporation's last annual report filed with the Asbestos Abatement Contractor's state of incorporation. If the Asbestos Abatement Contractor is a corporation, partnership, or other firm, the substantial owners, as defined in Chapter 34, Article V, Section 34-367 of the Ordinances of Cook County, shall be identified.

(2) The Asbestos Abatement Contractor's license number issued by the State of Illinois Department of Public Health, the date of license expiration and a copy of said license.

(3) A list of all enforcement actions taken against the Asbestos Abatement Contractor in the preceding two years for alleged violations of Federal, State or Local Regulations pertaining to the handling, removal or disposal of asbestos-containing materials, including information about the alleged violations charged and the disposition.

(4) The number of years the Person has been doing business as an Asbestos Abatement Contractor.

(5) A list of supervisors employed by the Asbestos Abatement Contractor who are licensed by the Illinois Department of Public Health.

(6) A list of asbestos containing material removal and abatement techniques that have previously been employed by the Asbestos Abatement Contractor.

(7) A list of the names and addresses of waste disposal sites and waste haulers primarily used by the Asbestos Abatement Contractor.

(8) Certification by the Asbestos Abatement Contractor that all information furnished to the Department is true and accurate.

(9) Other information as required by the Department.

(f) The application shall require the Asbestos Abatement Contractor to certify compliance with all Cook County ordinances, including, but not limited to, the following:

(1) Chapter 30, Environment;

(2) Chapter 34, Article V, Child Support Payments;

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (3) Chapter 38, Article III, Public Health and Private Nuisances;
- (4) Chapter 58, Article III, Offenses Involving Public Safety, and Article IV, Offenses Involving Public Morals;
- (5) The Cook County Building Ordinance, adopted originally on March 11, 1949, as amended, and/or the Cook County Building Code;
- (6) Chapter 74, Taxation; or
- (7) The Cook County Zoning Ordinance.
- (g) The Director shall determine whether the applicant satisfies the requirements to be registered as an Asbestos Abatement Contractor. Upon approval of the application, the Department shall issue a Certificate of Registration to the asbestos removal contractor. Such Certificate of Registration shall expire two years following its date of issuance, and shall be renewable.
- (h) The Asbestos Abatement Contractor is required to notify the Department of any material changes to the registration requirements set forth in Section 30-551(e). The Director of the Department may revoke the registration if the Asbestos Abatement Contractor fails to notify the Department of any material changes to the registration requirements identified in Section 30-551(e).
- (i) The Director shall have the authority to deny an application for a Certificate of Registration. The Director shall provide written notice, via certified mail, of the decision to deny an Asbestos Abatement Contractor's Registration. Any denial must be made in writing and include a statement of the public health or safety concern that was the basis of the denial. The Director may deny issuance of a Certificate of Registration to any Asbestos Abatement Contractor where any one of the following conditions exists:
  - (1) Failure to provide any of the required information on the application.
  - (2) Providing false information on the application.
  - (3) Outstanding violations, debts or penalties owed to Cook County for violation of any County ordinance, unless such violations, debts or penalties are being contested or appealed.
  - (4) Failure to have any required licensure by the Illinois Department of Public Health.
  - (5) Five or more administrative violations, three or more enforcement actions impacting public health in the two years preceding the date of application or a combined total of five administrative and enforcement actions in the two years preceding the date of application.
- (j) If one of the conditions listed in section (i) is found to exist prior to the expiration of the Certificate of Registration, the Director may revoke the registration after notifying the Asbestos Abatement Contractor of the violation via certified mail, of the decision. The contractor shall have ten days from the date of the Director's letter to make a written request for an administrative hearing to contest the decision or to provide information to the Department that reaffirms that they remain in compliance with the requirements of the ordinance. The Asbestos Abatement Contractor may reapply for a Certificate of Registration after a period of 14 business days. Approval of the Certificate of Registration after a revocation shall be probationary for one year after issuance of the Certificate of Registration. Any additional violations during the one-year probation will result in the suspension of the Certificate of Registration for a period of no less than one month and no more than one year.
- (k) Any Certificate of Registration issued by the Department pursuant to this article may be renewed if the Asbestos Abatement Contractor submits a completed registration renewal application on a form provided by the Department, and makes payment of a renewal fee set by the Department, consistent with the provisions of Section 32-1 of the Ordinances of Cook County. Renewal of a Certificate of Registration may be withheld if the Director finds that evidence exists that renewal of the Certificate of Registration will present health and safety concerns for the public. The Director may refuse to renew a Certificate of Registration if any of the conditions identified in Section 30-551(i) exist. The Director shall provide written notice, via certified mail, of the decision to deny an Asbestos Abatement Contractor's Registration renewal. Any denial must be made in writing and include a statement of the public health or

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

safety concern that was the basis of the denial. The applicant shall have 15 days from the date of the Director's letter to make a written request for an administrative hearing to contest the Director's decision.

(l) If the Director denies an application for or revokes a Certificate of Registration or an application for renewal of a Certificate of Registration, the Director shall so notify the Asbestos Abatement Contractor in writing within 30 days of the decision, including a statement of the basis for the denial or revocation. The Asbestos Abatement Contractor shall be given the opportunity to contest the Director's action decision in a hearing as set forth in Article IX, Administrative Hearings, Section 2-901 et seq. of the Code of Ordinances. The Asbestos Abatement Contractor shall be given written notice at least seven days before the hearing is scheduled. The Department of Administrative Hearings shall make a final decision on granting the Certificate of Registration.

(m) Any person that performs asbestos removal activity governed by this article without possessing a valid and current Certificate of Registration issued by the Department shall be subject to fines in accordance with the provisions of Section 30-213 of this article.

(n) The Department shall maintain records of any instances of Asbestos Abatement Activity performed without a Certificate of Registration for five years from the date of the discovery of the nonauthorized activity and said records shall be considered when reviewing subsequent applications for registration.

**BE IT FURTHER ORDAINED**, by the Cook County Board of Commissioners, that Chapter 32 Fees, Section 32-1 of the Cook County Code is hereby amended as follows:

**Sec. 32-1. Fee schedule.**

The fees or charges provided for or required by the below-listed sections shall be as shown below:

<b>CHAPTER 30, ENVIRONMENT</b>		
30-551	Asbestos Removal Contractor Certificate of Registration, initial or renewed	200.00
30-542(h)(1) 30-961(a)	Demolition permit fee	
30-542(h)(1)	Residential filing fee (garage/shed)	150.00
30-542(h)(1)	Residential Filing fee (4 units or less)	150.00
30-542(h)(1)	Residential fee(5 units or more)	600.00
30-542(h)(1)	Commercial and industrial filing fee	600.00
30-542(h)(1)	Inspection fee	150.00
30-542(h)(2)	Asbestos removal permit	
30-542(h)(2)	Filing fee	200.00
30-542(i).	Operations and Maintenance Asbestos Removal Filing Fee for Healthcare facilities and schools	500.00
30-542(i).	Operations and Maintenance Asbestos Removal Filing Fee for commercial and industrial buildings	1,000.00
30-542(h)(2) 30-542(i)(8)	Inspection fee shall not exceed \$2,000.00 per project, or inspection period for Operations and Maintenance Permits, or the following, whichever is the lesser:	
30-542(h)(2) 30-542(i)(8)	Asbestos-containing material, per linear foot	2.00
30-542(h)(2)	Asbestos-containing material, per square foot	6.00

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

30-541(i)(8)		
30-542(h)(3) 30-961(c)	Permit revision fee	55.00
30-542(h)(5)	Emergency Variance Filing Fee.	100.00
30-600	Open burning permit fee schedule:	
30-600(1)	Filing fee per permit; maximum ten occurrences (burns) per permit	20.00
30-600(2)	Open burning fee for each day of occurrence (for each burn)	36.00

**BE IT FURTHER ORDAINED**, by the Cook County Board of Commissioners, that Chapter 30-213 Violations and Penalty of the Cook County Code is hereby amended as follows:

**Sec. 30-213. Violations and Penalty.**

(a) After any person has been previously notified of three or more violations of this chapter within any consecutive 12-month period in respect to the emission of smoke, particulate, or other matter by the same piece of equipment in excess of the emission limitations herein provided or in respect to violations of other requirements provided in this chapter, such person shall be notified in writing to show cause before the Director on a day certain, not less than 20 days from date of service of such notice, why the equipment or process causing such violations should not be sealed. The Director may refer the violation notice to the Cook County Department of Administrative Hearings for a hearing to be conducted by an administrative law officer or an administrative law judge following all rules and procedures set forth in Chapter 2, Article IX of the Cook County Code. This last notice herein provided for may be given by mail, directed to the last known address of the person to be notified, or if such person or the whereabouts of such person is unknown, then by posting a notice on or near the premises at which the violations shall have occurred. Upon the date specified in the notice such person may appear at such hearing in person or by representative, with or without counsel. If such person fails to appear at such hearing or if upon such hearing the administrative law officer or administrative law judge shall find and determine that the violations are due to defective equipment or equipment which is incapable of being operated within the maximum emission limitations established by or under this chapter, or that corrective measures previously ordered by the Director have not been employed to eliminate the causes producing the violations, the administrative law officer or administrative law judge may enter an order revoking any certificate or permit outstanding for such equipment or process and directing that the same be sealed by an inspector or other authorized agent of the Director. In making the finding and determination hereinabove referred to, the administrative law officer or administrative law judge shall, in the case of smoke density or opacity measurements, take into consideration whether the equipment is capable of being operated within the particulate matter limitations provided in Division 3 of this article.

(b) Upon notice and hearing, if notice and hearing has not previously been provided, the Director may order that the use of any fuel-burning, combustion, or process equipment or device shall be discontinued and may seal such equipment or process:

- (1) When a certificate of operation is refused in the case of any original, annual, or subsequent inspection, because the person required to procure such certificate has not complied with the provisions of this chapter;
- (2) In the case of movable equipment, or portable boilers, or vehicles, when immediate correction of a condition causing a violation of this chapter is not made by the operator of such equipment, portable boiler, or vehicle when ordered to do so by the Director or authorized representative.

(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 or controlling a building or premises, in any part of which there is a violation of the provisions of this

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

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 or 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.

Unless otherwise specifically provided, where the violation of the provisions of this chapter involves a motor vehicle, the owner or the owner's agent for the purpose of managing or controlling the vehicle, and any other person managing or controlling the vehicle 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 or managing or controlling, or acting as agent in regard to the vehicle. 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 vehicle.

- (2) 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 any of the values detailed in the following table but not more than \$10,000.00. Violations of the ordinance not listed in the following table are subject to fines not less than \$300.00 and not more than \$10,000.00. Collected fines will go to the Cook County Environmental Management Fund. A separate and distinct offense shall be regarded as committed each day on which such person continues or permits any such violation, or failure to comply exists after notification thereof. In addition to such fines and penalties, the permit or certification of operation of such person, or of the offending property, may be suspended or revoked as hereinbefore provided.

Any person, firm, or corporation that issues a check or other draft to the Department or the Department of Revenue that is not honored upon presentment because the drawer does not have an account with the drawee, or because the drawer does not have sufficient funds in his account, or because the drawer does not have sufficient credit with the drawee, shall be liable in the amount of \$25.00 and shall be liable for interest upon the amount at the rate of nine percent annually.

The Director shall refer a violation citation seeking a fine to the Cook County Department of Administrative Hearings for a hearing to be conducted by an administrative law officer or an administrative law judge following all rules and procedures set forth in Chapter 2, Article IX, of the Cook County Code. In determining the amount of the fine the following factors shall be taken into consideration:

The Director shall refer a violation citation to the Cook County Department of Administrative Hearings for adjudication seeking a fine, collection of compliance fees owed to the Cook County Department of Environmental Control, and, if applicable, a \$25.00 fee for all checks and drafts not honored by a financial institution. The Cook County Department of Administrative Hearings shall set the matter for a hearing to be conducted by an administrative law judge following all rules and procedures set forth in Chapter 2, Article IX, of the Cook County Code. In addition to assessing a fine, the administrative law judge may, as a sanction, order the respondent to pay any outstanding compliance fees

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

alleged in the citation and found by the administrative law judge to be due and owing to the Department. 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.

Section	Violation	Fine
30-542(a)	Release of ACM in the air	\$5,000.00
30-542(g)(1)a.	Workers with no valid IDPH ACM Abatement license	1,000.00
30-542(a)(4)	Lack of vacuumed or sealing ACM waste	3,000.00
30-543(c)(1)	Lack of enclosure if required	5,000.00
30-543(d)	Visible release of ACM in the air	5,000.00
30-544(a)(3)	Structure not adequately wet	1,000.00
30-544(a)(4)	ACM dropped without dust tight method	3,000.00
30-544(a)(5)	ACM not contained for transportation	5,000.00
30-542(h)(1)	No valid demolition permit	1,000.00
30-542(h)(2)	No valid ACM abatement permit	1,000.00
30-92	Late payment of fees	300.00
30-186	No valid certificate of operation	300.00
30-455(a)	Noise	300.00
30-421	Noxious odors	500.00
30-551	No valid Asbestos Removal Contractor Certificate of Registration	1,000.00

**Effective date:** This Amended Ordinance shall be in effect 120 days after passage.

This amendment shall be effective immediately upon passage.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

318999 COOK COUNTY DEMOLITION DEBRIS DIVERSION ORDINANCE (PROPOSED ORDINANCE). Transmitting a Communication, dated June 14, 2012 from Deborah Stone, Director, Department of Environmental Control:



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

respectfully submitting for your approval the Cook County Demolition Debris Diversion Ordinance.

Submitting a Proposed Ordinance sponsored by Toni Preckwinkle, President, Cook County Board of Commissioners.

### PROPOSED ORDINANCE

#### **COOK COUNTY DEMOLITION DEBRIS DIVERSION ORDINANCE**

**BE IT ORDAINED**, by the Cook County Board of Commissioners, that Chapter 30 Environment, Article X Demolition Debris Diversion, Sections 30-961 through 30-972 of the Cook County Code are hereby enacted as follows:

##### **Sec. 30-961. Short title.**

Section 30-961 through Section 30-972 shall be known, and may be cited, as the Cook County Demolition Debris Diversion Ordinance

##### **Sec. 30-962. Purpose and intent.**

The purpose of this Ordinance is to establish a program for recycling and salvaging of construction and demolition waste consistent with the Cook County Solid Waste Plan. This Ordinance is intended to introduce reuse and recycling requirements that will help achieve Cook County's goal to:

- (1) Reduce the amount of construction and demolition waste generated at the source;
- (2) Regulate the salvage and transport of salvageable construction and demolition material and to prevent the improper disposal of construction and demolition debris within the County of Cook; and,
- (3) Recover materials for the purpose of recycling and reuse that would otherwise be discarded and return them to the economy.

##### **Sec. 30-963. Findings.**

- (a) The County finds and determines that:
  - (1) The County is committed to protecting the public health, safety, welfare and environment and in order to meet these commitments it is necessary that the County promote the reduction of solid waste and reduce the stream of solid waste going to landfills.
  - (2) The debris generated in construction and demolition projects accounts for a significant portion of the materials disposed of in landfills and a large percentage of such debris is comprised of materials particularly suitable for recycling.
  - (3) The reuse and recycling of certain portions of construction and

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

demolition debris is essential to further the County's efforts to reduce solid waste.

- (4) Except in unusual circumstances, it is feasible to divert an average of at least seventy percent (70%) of all construction and demolition debris from construction and demolition projects.

### Sec. 30-964. Definitions

*ASHERA* means the Asbestos Hazard Emergency Response Act, 15 U.S.C. § 2641 *et seq.*

*Alteration* means any change, addition, or modification of a structure or one or more structural components in any way, including but not limited to the stripping or removal of ACM from a structure component.

*ASHARA* means the Asbestos School Hazard Abatement Reauthorization Act, 15 USC § 2641 *et seq.*

*Construction and Demolition Debris* ("C&D debris") means waste produced by the demolition or alteration of a structure. C&D debris may include but is not limited to bricks, concrete, masonry materials, soil, rock scrap, scrap metal, plaster, gypsum drywall, plumbing fixtures and piping, insulation, roofing shingles, other roof coverings, reclaimed or other asphalt pavement, glass, plastics, electrical wiring, corrugated cardboard, piping or metals incidental to any of those materials, landscape waste and wood, including painted, treated, coated wood, wood products, wall coverings, and incidental dirt, metal, mortar, gypsum, plasterboard, wood and sand that may be intermingled with reusable or recyclable demolition material generated from demolition activities.

*Deconstruction* means the process of systematically dismantling a structure in an environmentally, economically and socially responsible manner, aiming to maximize the recovery of materials for reuse and recycling.

*Demolition* means the deconstructing, destroying, razing, tearing down, alteration or wrecking of any structure or removal of any load-supporting structural member of a facility together with any related handling operations.

*Demolition Project* involves the demolition of any load-bearing or non-load-bearing building or portion of a building that may or may not contain ACM.

*Divert or Diversion* means to recycle or reuse demolition debris for any purpose other than disposal in a landfill, incineration facility.

*Facility* means an establishment that collects material, including construction and demolition debris, and either reprocesses or aggregates the material to be sold back into the market or serves as an intermediate or permanent site for disposal. Facilities include recycling establishments, building material reuse centers, transfer stations or landfills.

*Hauler* means an establishment that collects and transports material, including

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

construction and demolition debris, from the original site of generation or intermediate site to another destination, such as a facility.

*Recycle or Recycling* means to set aside, handle, package or offer for collection residential, commercial, or industrial solid waste materials or by-products for the purpose of being reused or processed and then returned to the economic mainstream as useful products.

*Remodel or Renovation* means the altering of an existing building or structure, or any portion of its structural components or systems, including the stripping, removal or abatement of ACM from a building or structure. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

*Reuse* means recovering material for repeated use in the same form. This includes materials that are reused in the same location as they are generated.

### **Sec. 30-965. Demolition Debris Diversion Requirements.**

(a) Except as provided in section 30-967, applications for a demolition permit will be subject to the following Demolition Debris Diversion Requirements:

- (1) Any residential building is subject to a minimum five percent (5%) by weight reuse requirement and a minimum total seventy percent (70%) by weight diversion requirement.
- (2) Any non-residential building is subject to a seventy percent (70%) by weight recycling requirement with reuse encouraged whenever possible.

### **Sec. 30-966. Submission of Demolition Permit Application.**

(a) To be issued a demolition permit, a demolition permit application, including an asbestos inspection report, completed to AHERA/ASHARA standards, conducted by an Illinois Department of Public Health certified building inspector, must be submitted no less than 10 business days prior to the start of the demolition project, reviewed, and approved by the Director.

(b) Application may include but is not limited to a Demolition Debris Diversion Plan, estimating the respectively required diversion goals as set out in Sec. 30-965 and the transport means and destinations of demolition debris. The Demolition Debris Diversion Plan shall include, but is not limited to, the Estimated Material Tracking Form and the Material Transport Form.

(c) The Estimated Material Tracking Form shall require the following information:

- (1) The estimated quantity of each type of demolition debris and proposed means of diversion. The applicant shall list the types of demolition debris by material and the estimated amount of each type of demolition debris that will be reused or recycled. In estimating the weight of the demolition debris, the applicant shall use the conversion rates approved by the Director for this purpose.
- (2) The estimated total weight of demolition debris generated by the project,

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

which is calculated at the end of the Estimated Material Tracking Form.

- (3) A list with the name and address of the hauler or haulers that will transport each type of the demolition debris and the name and address of the facility or facilities that will receive the demolition debris.
- (d) The application shall require certification of compliance with all Cook County ordinances, including, but not limited to, the following:
  - (1) Chapter 30, Environment;
  - (2) Chapter 34, Article V, Child Support Payments;
  - (3) Chapter 38, Article III, Public Health and Private Nuisances;
  - (4) Chapter 58, Article III, Offenses Involving Public Safety, and Article IV, Offenses Involving Public Morals;
  - (5) The Cook County Building Ordinance, adopted originally on March 11, 1949, as amended, and/or the Cook County Building Code;
  - (6) Chapter 74, Taxation; or
  - (7) The Cook County Zoning Ordinance.

### **Sec. 30-967. Exceptions to the Demolition Debris Diversion requirements.**

(a) The following structures will be exempt from the Demolition Debris Diversion Requirements of Sec. 30-965 but must still apply for Demolition Permit before commencing any demolition activity:

- (1) Garages and sheds; and
- (2) Projects that are not demolishing any load-bearing walls.

(b) In the event that the applicant believes that the diversion of all or some demolition debris is impossible or impracticable, the applicant shall submit written justification and supplemental documentation along with the application substantiating the reasons the project should be exempt from the diversion requirements or be subject to decreased diversion requirements should be decreased. As a result, the applicant shall be subject to a required site inspection by the Department to verify this claim.

(c) The Director or his/her designee shall determine, in writing, whether any of the Demolition Debris Diversion Requirements shall be waived in whole or in part on the grounds of impracticability or impossibility.

(d) If the Director or his/her designee declines to approve a Demolition Permit Application, he or she shall document in writing the basis of denial.

### **Sec. 30-968. Submission of Demolition Debris Diversion Report.**

- (a) Within ten (10) days of the expiration of the demolition permit the

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

permit holder or his or her designee shall submit to the Department a Demolition Debris Diversion Report verifying that the Demolition Debris Diversion Requirements were met as set out in Sec. 30-965.

(b) Applicants shall use a standard Demolition Debris Diversion Report provided by the Department.

(c) The Demolition Debris Diversion Report shall include, but is not limited to, the Actual Tracking Form and the Material Transport Reports.

(1) The Actual Material Tracking Form shall contain the following information:

a. The weight of demolition debris that was diverted by type of material, diversion method, haulers that managed the debris, and facilities that received the debris.

b. The weight of demolition debris that was not diverted.

(2) Material Transport Reports shall be submitted to substantiate the Actual Material Tracking Form and shall contain the following information for each facility used:

a. A complete list of the types of demolition debris transported to each facility, including itemized weight for each type;

b. The total weight of demolition debris transported to each facility;

c. The final destination for the materials as managed by each facility;

d. Each facility's contact information; and,

e. Any barriers encountered that prohibited diversion of demolition debris.

(3) Certification by the General Contractor that all information furnished to the Department is true and accurate.

(d) If the Demolition Debris Diversion Report shows that the project failed to meet the Demolition Debris Diversion Requirements as set out in Sec. 30-965, the applicant shall be in violation of this Ordinance and subject to the fines as specified in Sec. 30-972.

(e) An applicant who fails to submit the required documentation as provided herein shall be subject to the full amount of the fines specified in Section 30-213 as if no amount of demolition debris was recycled or reused.

(f) Any false statement, documentation or audit non-compliance shall result in fines and/or penalties pursuant to this Ordinance and/or the penalties specified in Section 30-972.

## **JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

(g) Notwithstanding the foregoing, where title to the property is transferred to a bona fide purchaser after the rehabilitation of the property, if an applicant is unavailable or refuses to provide the required documentation, the bona fide purchaser may obtain a certificate of occupancy by submitting a waiver application supported by an affidavit that the applicant is unavailable or refuses to provide the required documentation.

### **Sec. 30-969. Exceptions to the Demolition Debris Diversion Report.**

(a) In the event that the applicant was unable to divert the amount of demolition debris as required by Sec. 30-965, the applicant shall submit written justification and supplemental documentation along with the Demolition Debris Diversion Report substantiating the reasons it was impossible or impracticable for the project to achieve its estimated diversion goals.

(b) The Director shall consider this documentation to determine whether the applicant has violated the reporting requirements as set out in Sec. 30-968.

(c) If the Director finds that the applicant has not submitted sufficient written justification and supplemental documentation to justify the impossibility or impracticability to meet this requirement, the Director shall make a written finding that the Applicant has violated the provisions of this Article and state the basis for that finding in writing.

(d) If the project has been exempt from meeting the Demolition Debris Diversion Requirements as set out in Sec. 30-967, the project shall be exempt from submitting a Demolition Debris Diversion Report. If a project has been issued a Demolition Permit with Demolition Debris Diversion Requirements lower than set out in Sec. 30-965, the project is still required to submit a Demolition Debris Diversion Report.

### **Sec. 30-970. County's right to monitor and inspect.**

(a) The Director or his/her designee may inspect and monitor all demolition projects to determine actual levels of demolition debris diversion and to validate the information provided in the Demolition Debris Diversion Plan and the Demolition Debris Diversion Report.

(b) An applicant shall retain the receipts or weight tickets for the quantities of materials reused recycled and landfilled as indicated in the Demolition Debris Diversion Report for at least three years after the demolition is complete.

(c) Site inspections by the Department may occur during demolition activity to verify proper siting and material handling procedures are being followed in compliance with all applicable sections of the Cook County Code.

### **Sec. 30-971. Rulemaking.**

The Department shall prescribe reasonable rules, definitions, and regulations necessary to carry out the duties imposed upon it by this Ordinance.

### **Sec. 30-972. Penalties.**

(a) A permit holder is in violation this Cook County Demolition Debris Diversion Ordinance by:

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

- (1) Failing to submit Demolition Debris Diversion Report;
- (2) Failing to timely file a required Demolition Debris Diversion Report;
- (3) Failing to complete Demolition Debris Diversion Report to a satisfactory degree, which includes submitting inaccurate, incomplete, inconsistent, or illegible information;
- (4) Failing to maintain records required by this Article;
- (5) Failing to divert demolition debris as required by Sec. 30-965;
- (6) Violating any other portion of the Cook County Demolition Debris Diversion Ordinance.

(b) With respect to violating this Ordinance, a full list of penalties and fines are listed in Sec. 30-213.

(c) Criminal prosecutions pursuant to this Ordinance shall in no way bar the right of Cook County to institute civil proceedings to recover fines, interest and costs incurred for such proceedings. Civil penalties and interest assessed pursuant to this Ordinance shall be computed at the rate provided by the Cook County Uniform Penalty, Interest and Procedures Ordinance.

**Effective date:** This Ordinance shall take effect 120 days after passage.

**Vice Chairman Steele, seconded by Commissioner Murphy, moved to Accept the Substitute Proposed Ordinance Amendment to Communication No. 318999. The motion carried, and Communication No. 318999 was substituted as follows:**

SUBSTITUTE FOR COMMUNICATION No. 318999  
Environmental Control Committee  
Sponsored by:

ROBERT B. STEELE, County Commissioner

PROPOSED ORDINANCE AMENDMENT

**COOK COUNTY DEMOLITION DEBRIS DIVERSION ORDINANCE**

**BE IT ORDAINED**, by the Cook County Board of Commissioners, that Chapter 30 Environment, Article X Demolition Debris Diversion, Sec. 30-961 through 30-972 of the Cook County Code are hereby enacted as follows:

**Sec. 30-961. Short title.**

Section 30-961 through Section 30-972 shall be known, and may be cited, as the Cook County Demolition Debris Diversion Ordinance

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

### **Sec. 30-962. Purpose and intent.**

The purpose of this ordinance is to establish a program for recycling and salvaging of construction and demolition waste consistent with the Cook County Solid Waste Plan. This ordinance is intended to introduce reuse and recycling requirements that will help achieve Cook County's goal to:

- (1) Reduce the amount of construction and demolition waste generated at the source;
- (2) Regulate the salvage and transport of salvageable construction and demolition material and to prevent the improper disposal of construction and demolition debris within the County of Cook; and,
- (3) Recover materials for the purpose of recycling and reuse that would otherwise be discarded and return them to the economy.

### **Sec. 30-963. Findings.**

- (a) The County finds and determines that:
  - (1) The County is committed to protecting the public health, safety, welfare and environment and in order to meet these commitments it is necessary that the County promote the reduction of solid waste and reduce the stream of solid waste going to landfills.
  - (2) The debris generated in construction and demolition projects accounts for a significant portion of the materials disposed of in landfills and a large percentage of such debris is comprised of materials particularly suitable for recycling.
  - (3) The reuse and recycling of certain portions of construction and demolition debris is essential to further the County's efforts to reduce solid waste.
  - (4) Except in unusual circumstances, it is feasible to divert an average of at least seventy percent (70%) of all construction and demolition debris from construction and demolition projects.

### **Sec. 30-964. Definitions**

*AHERA* means the Asbestos Hazard Emergency Response Act, 15 U.S.C. § 2641 *et seq.*

*Alteration* means any change, addition, or modification of a structure or one or more structural components in any way, including but not limited to the stripping or removal of ACM from a structure component.

*ASHARA* means the Asbestos School Hazard Abatement Reauthorization Act, 15 USC § 2641 *et seq.*

*Construction and Demolition Debris* ("C&D debris") means waste produced by the demolition or alteration of a structure. C&D debris may include but is not limited to bricks,



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

concrete, masonry materials, soil, rock scrap, scrap metal, plaster, gypsum drywall, plumbing fixtures and piping, insulation, roofing shingles, other roof coverings, reclaimed or other asphalt pavement, glass, plastics, electrical wiring, corrugated cardboard, piping or metals incidental to any of those materials, landscape waste and wood, including painted, treated, coated wood, wood products, wall coverings, and incidental dirt, metal, mortar, gypsum, plasterboard, wood and sand that may be intermingled with reusable or recyclable demolition material generated from demolition activities.

*Deconstruction* means the process of systematically dismantling a structure in an environmentally, economically and socially responsible manner, aiming to maximize the recovery of materials for reuse and recycling.

*Demolition* means the deconstructing, destroying, razing, tearing down, alteration or wrecking of any structure or removal of any load-supporting structural member of a facility together with any related handling operations.

*Demolition Project* involves the demolition of any load-bearing or non-load-bearing building or portion of a building that may or may not contain ACM.

*Divert or Diversion* means to recycle or reuse demolition debris for any purpose other than disposal in a landfill, incineration facility.

*Facility* means an establishment that collects material, including construction and demolition debris, and either reprocesses or aggregates the material to be sold back into the market or serves as an intermediate or permanent site for disposal. Facilities include recycling establishments, building material reuse centers, transfer stations or landfills.

*Hauler* means an establishment that collects and transports material, including construction and demolition debris, from the original site of generation or intermediate site to another destination, such as a facility.

*Recycle or Recycling* means to set aside, handle, package or offer for collection residential, commercial, or industrial solid waste materials or by-products for the purpose of being reused or processed and then returned to the economic mainstream as useful products.

*Remodel or Renovation* means the altering of an existing building or structure, or any portion of its structural components or systems, including the stripping, removal or abatement of ACM from a building or structure. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

*Residential* means a structure that contains one or more dwelling units.

*Reuse* means recovering material for repeated use in the same form. This includes materials that are reused in the same location as they are generated.

### **Sec. 30-965. Demolition Debris Diversion Requirements.**

(a) Except as provided in section 30-967, applications for a demolition permit will be subject to the following Demolition Debris Diversion Requirements:

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(1) Any residential building is subject to a minimum five percent (5%) by weight reuse requirement and a minimum total seventy percent (70%) by weight diversion requirement.

(2) Any non-residential building is subject to a seventy percent (70%) by weight recycling requirement with reuse encouraged whenever possible.

### **Sec. 30-966. Submission of Demolition Permit Application.**

(a) To be issued a demolition permit, a demolition permit application, including an asbestos inspection report, completed to AHERA/ASHARA standards, conducted by an Illinois Department of Public Health certified building inspector, must be submitted no less than 10 business days prior to the start of the demolition project, reviewed, and approved by the Director.

(b) Application may include but is not limited to a Demolition Debris Diversion Plan, estimating the respectively required diversion goals as set out in Sec. 30-965 and the transport means and destinations of demolition debris. The Demolition Debris Diversion Plan shall include, but is not limited to, the Estimated Material Tracking Form and the Material Transport Form.

(c) The Estimated Material Tracking Form shall require the following information:

(1) The estimated quantity of each type of demolition debris and proposed means of diversion. The applicant shall list the types of demolition debris by material and the estimated amount of each type of demolition debris that will be reused or recycled. In estimating the weight of the demolition debris, the applicant shall use the conversion rates approved by the Director for this purpose.

(2) The estimated total weight of demolition debris generated by the project, which is calculated at the end of the Estimated Material Tracking Form.

(3) A list with the name and address of the hauler or haulers that will transport each type of the demolition debris and the name and address of the facility or facilities that will receive the demolition debris.

(d) The application shall require certification of compliance with all Cook County ordinances, including, but not limited to, the following:

(1) Chapter 30, Environment;

(2) Chapter 34, Article V, Child Support Payments;

(3) Chapter 38, Article III, Public Health and Private Nuisances;

(4) Chapter 58, Article III, Offenses Involving Public Safety, and Article IV, Offenses Involving Public Morals;

(5) The Cook County Building Ordinance, adopted originally on March 11, 1949, as amended, and/or the Cook County Building Code;

## **JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

- (6) Chapter 74, Taxation; or
- (7) The Cook County Zoning Ordinance.

### **Sec. 30-967. Exceptions to the Demolition Debris Diversion requirements.**

(a) The following structures will be exempt from the Demolition Debris Diversion Requirements of Sec. 30-965 but must still apply for Demolition Permit before commencing any demolition activity:

- (1) Garages and sheds
- (2) Projects that are not demolishing any load-bearing walls

(b) In the event that the applicant believes that the diversion of all or some demolition debris is impossible or impracticable, the applicant shall submit written justification and supplemental documentation along with the application substantiating the reasons the project should be exempt from the diversion requirements or be subject to decreased diversion requirements should be decreased. As a result, the applicant shall be subject to a required site inspection by the Department to verify this claim.

(c) The Director or his/her designee shall determine, in writing, whether any of the Demolition Debris Diversion Requirements shall be waived in whole or in part on the grounds of impracticability or impossibility.

(d) If the Director or his/her designee declines to approve a Demolition Permit Application, he or she shall document in writing the basis of denial.

### **Sec. 30-968. Submission of Demolition Debris Diversion Report.**

(a) Within ten (10) days of the expiration of the demolition permit the permit holder or his or her designee shall submit to the Department a Demolition Debris Diversion Report verifying that the Demolition Debris Diversion Requirements were met as set out in Sec. 30-965.

(b) Applicants shall use a standard Demolition Debris Diversion Report provided by the Department.

(c) The Demolition Debris Diversion Report shall include, but is not limited to, the Actual Tracking Form and the Material Transport Reports.

(1) The Actual Material Tracking Form shall contain the following information:

a. The weight of demolition debris that was diverted by type of material, diversion method, haulers that managed the debris, and facilities that received the debris.

b. The weight of demolition debris that was not diverted.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(2) Material Transport Reports shall be submitted to substantiate the Actual Material Tracking Form and shall contain the following information for each facility used:

- a. A complete list of the types of demolition debris transported to each facility, including itemized weight for each type;
- b. The total weight of demolition debris transported to each facility;
- c. The final destination for the materials as managed by each facility;
- d. Each facility's contact information; and,
- e. Any barriers encountered that prohibited diversion of demolition debris.

(3) Certification by the Demolition ~~General~~-Contractor that all information furnished to the Department is true and accurate.

(d) If the Demolition Debris Diversion Report shows that the project failed to meet the Demolition Debris Diversion Requirements as set out in Sec. 30-965, the applicant shall be in violation of this Ordinance and subject to the fines as specified in Sec. 30-972.

(e) An applicant who fails to submit the required documentation as provided herein shall be subject to the full amount of the fines specified in Section 30-213 as if no amount of demolition debris was recycled or reused.

(f) Any false statement, documentation or audit non-compliance shall result in fines and/or penalties pursuant to this Ordinance and/or the penalties specified in Section 30-972.

(g) Notwithstanding the foregoing, where title to the property is transferred to a bona fide purchaser after the rehabilitation of the property, if an applicant is unavailable or refuses to provide the required documentation, the bona fide purchaser may obtain a certificate of occupancy by submitting a waiver application supported by an affidavit that the applicant is unavailable or refuses to provide the required documentation.

### **Sec. 30-969. Exceptions to the Demolition Debris Diversion Report.**

(a) In the event that the applicant was unable to divert the amount of demolition debris as required by Sec. 30-965, the applicant shall submit written justification and supplemental documentation along with the Demolition Debris Diversion Report substantiating the reasons it was impossible or impracticable for the project to achieve its estimated diversion goals.

(b) The Director shall consider this documentation to determine whether the applicant has violated the reporting requirements as set out in Sec. 30-968.

(c) If the Director finds that the applicant has not submitted sufficient written justification and supplemental documentation to justify the impossibility or impracticability to meet this requirement, the Director shall make a written finding that the Applicant has

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

violated the provisions of this Article and state the basis for that finding in writing.

(d) If the project has been exempt from meeting the Demolition Debris Diversion Requirements as set out in Sec. 30-967, the project shall be exempt from submitting a Demolition Debris Diversion Report. If a project has been issued a Demolition Permit with Demolition Debris Diversion Requirements lower than set out in Sec. 30-965, the project is still required to submit a Demolition Debris Diversion Report.

### **Sec. 30-970. County's right to monitor and inspect.**

(a) The Director or his/her designee may inspect and monitor all demolition projects to determine actual levels of demolition debris diversion and to validate the information provided in the Demolition Debris Diversion Plan and the Demolition Debris Diversion Report.

(b) An applicant shall retain the receipts or weight tickets for the quantities of materials reused recycled and landfilled as indicated in the Demolition Debris Diversion Report for at least three years after the demolition is complete.

(c) Site inspections by the Department may occur during demolition activity to verify proper siting and material handling procedures are being followed in compliance with all applicable sections of the Cook County Code.

### **Sec. 30-971. Rulemaking.**

The Department shall prescribe reasonable rules, definitions, and regulations necessary to carry out the duties imposed upon it by this Ordinance.

### **Sec. 30-972. Penalties.**

(a) A permit holder is in violation this Cook County Demolition Debris Diversion Ordinance by:

- (1) Failing to submit Demolition Debris Diversion Report;
- (2) Failing to timely file a required Demolition Debris Diversion Report;
- (3) Failing to complete Demolition Debris Diversion Report to a satisfactory degree, which includes submitting inaccurate, incomplete, inconsistent, or illegible information;
- (4) Failing to maintain records required by this Article;
- (5) Failing to divert demolition debris as required by Sec. 30-965;
- (6) Violating any other portion of the Cook County Demolition Debris Diversion Ordinance.

(b) With respect to violating this Ordinance, a full list of penalties and fines are listed in Sec. 30-213.

(c) Criminal prosecutions pursuant to this Ordinance shall in no way bar the right

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

of Cook County to institute civil proceedings to recover fines, interest and costs incurred for such proceedings. Civil penalties and interest assessed pursuant to this Ordinance shall be computed at the rate provided by the Cook County Uniform Penalty, Interest and Procedures Ordinance.

**BE IT FURTHER ORDAINED**, by the Cook County Board of Commissioners, that Chapter 30-213 Violations and Penalty of the Cook County Code is hereby amended as follows:

### Sec. 30-213. Violations and Penalty.

(a) After any person has been previously notified of three or more violations of this chapter within any consecutive 12-month period in respect to the emission of smoke, particulate, or other matter by the same piece of equipment in excess of the emission limitations herein provided or in respect to violations of other requirements provided in this chapter, such person shall be notified in writing to show cause before the Director on a day certain, not less than 20 days from date of service of such notice, why the equipment or process causing such violations should not be sealed. The Director may refer the violation notice to the Cook County Department of Administrative Hearings for a hearing to be conducted by an administrative law officer or an administrative law judge following all rules and procedures set forth in Chapter 2, Article IX of the Cook County Code. This last notice herein provided for may be given by mail, directed to the last known address of the person to be notified, or if such person or the whereabouts of such person is unknown, then by posting a notice on or near the premises at which the violations shall have occurred. Upon the date specified in the notice such person may appear at such hearing in person or by representative, with or without counsel. If such person fails to appear at such hearing or if upon such hearing the administrative law officer or administrative law judge shall find and determine that the violations are due to defective equipment or equipment which is incapable of being operated within the maximum emission limitations established by or under this chapter, or that corrective measures previously ordered by the Director have not been employed to eliminate the causes producing the violations, the administrative law officer or administrative law judge may enter an order revoking any certificate or permit outstanding for such equipment or process and directing that the same be sealed by an inspector or other authorized agent of the Director. In making the finding and determination hereinabove referred to, the administrative law officer or administrative law judge shall, in the case of smoke density or opacity measurements, take into consideration whether the equipment is capable of being operated within the particulate matter limitations provided in Division 3 of this article.

(b) Upon notice and hearing, if notice and hearing has not previously been provided, the Director may order that the use of any fuel-burning, combustion, or process equipment or device shall be discontinued and may seal such equipment or process:

(1) When a certificate of operation is refused in the case of any original, annual, or subsequent inspection, because the person required to procure such certificate has not complied with the provisions of this chapter;

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(2) In the case of movable equipment, or portable boilers, or vehicles, when immediate correction of a condition causing a violation of this chapter is not made by the operator of such equipment, portable boiler, or vehicle when ordered to do so by the Director or authorized representative.

(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 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 or 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.

Unless otherwise specifically provided, where the violation of the provisions of this chapter involves a motor vehicle, the owner or the owner's agent for the purpose of managing or controlling the vehicle, and any other person managing or controlling the vehicle 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 or managing or controlling, or acting as agent in regard to the vehicle. 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 vehicle.

(2) 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 any of the values detailed in the following table but not more than \$10,000.00. Violations of the ordinance not listed in the following table are subject to fines not less than \$300.00 and not more than \$10,000.00. Collected fines will go to the Cook County Environmental Management Fund. A separate and distinct offense shall be regarded as committed each day on which such person

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

continues or permits any such violation, or failure to comply exists after notification thereof. In addition to such fines and penalties, the permit or certification of operation of such person, or of the offending property, may be suspended or revoked as hereinbefore provided.

Any person, firm, or corporation that issues a check or other draft to the Department or the Department of Revenue that is not honored upon presentment because the drawer does not have an account with the drawee, or because the drawer does not have sufficient funds in his account, or because the drawer does not have sufficient credit with the drawee, shall be liable in the amount of \$25.00 and shall be liable for interest upon the amount at the rate of nine percent annually.

The Director shall refer a violation citation seeking a fine to the Cook County Department of Administrative Hearings for a hearing to be conducted by an administrative law officer or an administrative law judge following all rules and procedures set forth in Chapter 2, Article IX, of the Cook County Code. In determining the amount of the fine the following factors shall be taken into consideration:

The Director shall refer a violation citation to the Cook County Department of Administrative Hearings for adjudication seeking a fine, collection of compliance fees owed to the Cook County Department of Environmental Control, and, if applicable, a \$25.00 fee for all checks and drafts not honored by a financial institution. The Cook County Department of Administrative Hearings shall set the matter for a hearing to be conducted by an administrative law judge following all rules and procedures set forth in Chapter 2, Article IX, of the Cook County Code. In addition to assessing a fine, the administrative law judge may, as a sanction, order the respondent to pay any outstanding compliance fees alleged in the citation and found by the administrative law judge to be due and owing to the Department. 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.

Section	Violation	Fine
30-542(a)	Release of ACM in the air	\$5,000.00



**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

30-542(b)(1)a.	Workers with no valid IDPH ACM Abatement license	300.00
30-542(a)(4)	Lack of vacuumed or sealing ACM waste	3,000.00
30-543(c)(1)	Lack of enclosure if required	5,000.00
30-543(d)	Visible release of ACM in the air	5,000.00
30-544(a)(3)	Structure not adequately wet	1,000.00
30-544(a)(4)	ACM dropped without dust tight method	3,000.00
30-544(a)(5)	ACM not contained for transportation	5,000.00
30-544(b)(2)a	No valid demolition permit	500.00
30-544(b)(2)b	No valid ACM abatement permit	500.00
<u>30-92</u>	Late payment of fees	300.00
<u>30-186</u>	No valid certificate of operation	300.00
<u>30-455(a)</u>	Noise	300.00
<u>30-421</u>	Noxious odors	500.00
<u>30-551</u>	No valid Asbestos Removal Contractor Certificate of Registration	1,000.00
<u>30-968 (e)</u>	<u>Failing to submit Demolition Debris Diversion Report.</u>	<u>1,000.00</u>
<u>30-968(e)</u>	<u>Late filing of the required Demolition Debris Diversion report. Filing is considered late 11 days after permit expiration date.</u>	<u>500.00</u>
<u>30-968</u>	<u>Failing to submit complete and required documentation, which includes submitting inaccurate, incomplete, inconsistent, or illegible information;</u>	<u>1000.00</u>
<u>30-965</u>	<u>Failing to divert demolition debris as required by Sec. 30-965</u>	<u>5,000.00</u>

**Effective date:** This Ordinance shall take effect 120 days after passage.

Chairman Gorman entered into the record letters from Rev. Dr. Clare Butterfield (Executive Director Faith in Place), Jean Pogge (CEO) and Elise Zelechowski (Managing Director) from Delta Institute Rebuilding Exchange, and Karstein Pawlik (President, Association of Subcontractors & Affiliates).

Chairman Gorman asked the Secretary of the Board to call upon the registered public speakers, in accordance with Cook County Code, Sec. 2-107(dd).

- 1) Norman Chimenti, Illinois Environmental Contrail Association
- 2) Karstein Pawlik, President, Association of Subcontractors & Affiliates
- 3) Elise Zelechowski, Managing Director, Delta Institute rebuilding Exchange
- 4) Ken Ortiz, The Reuse People of America
- 5) George Blakemore, Concerned Citizen

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**Vice Chairman Steele, seconded by Commissioner Murphy, moved Approval of the Proposed Ordinance Amendment in Communication No. 318999 as Amended by substitution. The motion carried.**

**12-O-37  
ORDINANCE**

**Sponsored by**

**THE HONORABLE ROBERT B. STEELE, COUNTY COMMISSIONER**

**COOK COUNTY DEMOLITION DEBRIS DIVERSION ORDINANCE**

**BE IT ORDAINED**, by the Cook County Board of Commissioners, that Chapter 30 Environment, Article X Demolition Debris Diversion, Sec. 30-961 through 30-972 of the Cook County Code are hereby enacted as follows:

**Sec. 30-961. Short title.**

Sections 30-961 through 30-972 shall be known, and may be cited, as the Cook County Demolition Debris Diversion Ordinance

**Sec. 30-962. Purpose and intent.**

The purpose of this Ordinance is to establish a program for recycling and salvaging of construction and demolition waste consistent with the Cook County Solid Waste Plan. This ordinance is intended to introduce reuse and recycling requirements that will help achieve Cook County's goal to:

- (1) Reduce the amount of construction and demolition waste generated at the source;
- (2) Regulate the salvage and transport of salvageable construction and demolition material and to prevent the improper disposal of construction and demolition debris within the County of Cook; and,
- (3) Recover materials for the purpose of recycling and reuse that would otherwise be discarded and return them to the economy.

**Sec. 30-963. Findings.**

- (a) The County finds and determines that:
  - (1) The County is committed to protecting the public health, safety, welfare and environment and in order to meet these commitments it is necessary that the County promote the reduction of solid waste and reduce the stream of solid waste going to landfills.
  - (2) The debris generated in construction and demolition projects accounts for a significant portion of the materials disposed of in landfills and a large percentage of such debris is comprised of materials particularly suitable for recycling.
  - (3) The reuse and recycling of certain portions of construction and demolition debris is essential to further the County's efforts to reduce solid waste.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (4) Except in unusual circumstances, it is feasible to divert an average of at least seventy percent (70%) of all construction and demolition debris from construction and demolition projects.

### Sec. 30-964. Definitions

*AHERA* means the Asbestos Hazard Emergency Response Act, 15 U.S.C. § 2641 *et seq.*

*Alteration* means any change, addition, or modification of a structure or one or more structural components in any way, including but not limited to the stripping or removal of ACM from a structure component.

*ASHARA* means the Asbestos School Hazard Abatement Reauthorization Act, 15 USC § 2641 *et seq.*

*Construction and Demolition Debris* (“C&D debris”) means waste produced by the demolition or alteration of a structure. C&D debris may include but is not limited to bricks, concrete, masonry materials, soil, rock scrap, scrap metal, plaster, gypsum drywall, plumbing fixtures and piping, insulation, roofing shingles, other roof coverings, reclaimed or other asphalt pavement, glass, plastics, electrical wiring, corrugated cardboard, piping or metals incidental to any of those materials, landscape waste and wood, including painted, treated, coated wood, wood products, wall coverings, and incidental dirt, metal, mortar, gypsum, plasterboard, wood and sand that may be intermingled with reusable or recyclable demolition material generated from demolition activities.

*Deconstruction* means the process of systematically dismantling a structure in an environmentally, economically and socially responsible manner, aiming to maximize the recovery of materials for reuse and recycling.

*Demolition* means the deconstructing, destroying, razing, tearing down, alteration or wrecking of any structure or removal of any load-supporting structural member of a facility together with any related handling operations.

*Demolition Project* involves the demolition of any load-bearing or non-load-bearing building or portion of a building that may or may not contain ACM.

*Divert or Diversion* means to recycle or reuse demolition debris for any purpose other than disposal in a landfill, incineration facility.

*Facility* means an establishment that collects material, including construction and demolition debris, and either reprocesses or aggregates the material to be sold back into the market or serves as an intermediate or permanent site for disposal. Facilities include recycling establishments, building material reuse centers, transfer stations or landfills.

*Hauler* means an establishment that collects and transports material, including construction and demolition debris, from the original site of generation or intermediate site to another destination, such as a facility.

*Recycle or Recycling* means to set aside, handle, package or offer for collection residential, commercial, or industrial solid waste materials or by-products for the purpose of being reused or processed and then returned to the economic mainstream as useful products.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

*Remodel or Renovation* means the altering of an existing building or structure, or any portion of its structural components or systems, including the stripping, removal or abatement of ACM from a building or structure. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

*Residential* means a structure that contains one or more dwelling units.

*Reuse* means recovering material for repeated use in the same form. This includes materials that are reused in the same location as they are generated.

### **Sec. 30-965. Demolition Debris Diversion Requirements.**

(a) Except as provided in section 30-967, applications for a demolition permit will be subject to the following Demolition Debris Diversion Requirements:

- (1) Any residential building is subject to a minimum five percent (5%) by weight reuse requirement and a minimum total seventy percent (70%) by weight diversion requirement.
- (2) Any non-residential building is subject to a seventy percent (70%) by weight recycling requirement with reuse encouraged whenever possible.

### **Sec. 30-966. Submission of Demolition Permit Application.**

(a) To be issued a demolition permit, a demolition permit application, including an asbestos inspection report, completed to AHERA/ASHARA standards, conducted by an Illinois Department of Public Health certified building inspector, must be submitted no less than 10 business days prior to the start of the demolition project, reviewed, and approved by the Director.

(b) Application may include but is not limited to a Demolition Debris Diversion Plan, estimating the respectively required diversion goals as set out in Sec. 30-965 and the transport means and destinations of demolition debris. The Demolition Debris Diversion Plan shall include, but is not limited to, the Estimated Material Tracking Form and the Material Transport Form.

(c) The Estimated Material Tracking Form shall require the following information:

- (1) The estimated quantity of each type of demolition debris and proposed means of diversion. The applicant shall list the types of demolition debris by material and the estimated amount of each type of demolition debris that will be reused or recycled. In estimating the weight of the demolition debris, the applicant shall use the conversion rates approved by the Director for this purpose.
- (2) The estimated total weight of demolition debris generated by the project, which is calculated at the end of the Estimated Material Tracking Form.
- (3) A list with the name and address of the hauler or haulers that will transport each type of the demolition debris and the name and address of the facility or facilities that will receive the demolition debris.

(d) The application shall require certification of compliance with all Cook County ordinances, including, but not limited to, the following:

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (1) Chapter 30, Environment;
- (2) Chapter 34, Article V, Child Support Payments;
- (3) Chapter 38, Article III, Public Health and Private Nuisances;
- (4) Chapter 58, Article III, Offenses Involving Public Safety, and Article IV, Offenses Involving Public Morals;
- (5) The Cook County Building Ordinance, adopted originally on March 11, 1949, as amended, and/or the Cook County Building Code;
- (6) Chapter 74, Taxation; or
- (7) The Cook County Zoning Ordinance.

### **Sec. 30-967. Exceptions to the Demolition Debris Diversion requirements.**

(a) The following structures will be exempt from the Demolition Debris Diversion Requirements of Sec. 30-965 but must still apply for Demolition Permit before commencing any demolition activity:

- (2) Garages and sheds
- (2) Projects that are not demolishing any load-bearing walls

(b) In the event that the applicant believes that the diversion of all or some demolition debris is impossible or impracticable, the applicant shall submit written justification and supplemental documentation along with the application substantiating the reasons the project should be exempt from the diversion requirements or be subject to decreased diversion requirements should be decreased. As a result, the applicant shall be subject to a required site inspection by the Department to verify this claim.

(c) The Director or his/her designee shall determine, in writing, whether any of the Demolition Debris Diversion Requirements shall be waived in whole or in part on the grounds of impracticability or impossibility.

(d) If the Director or his/her designee declines to approve a Demolition Permit Application, he or she shall document in writing the basis of denial.

### **Sec. 30-968. Submission of Demolition Debris Diversion Report.**

(a) Within ten (10) days of the expiration of the demolition permit the permit holder or his or her designee shall submit to the Department a Demolition Debris Diversion Report verifying that the Demolition Debris Diversion Requirements were met as set out in Sec. 30-965.

(b) Applicants shall use a standard Demolition Debris Diversion Report provided by the Department.

(c) The Demolition Debris Diversion Report shall include, but is not limited to, the Actual Tracking Form and the Material Transport Reports.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (1) The Actual Material Tracking Form shall contain the following information:
  - a. The weight of demolition debris that was diverted by type of material, diversion method, haulers that managed the debris, and facilities that received the debris.
  - b. The weight of demolition debris that was not diverted.
- (2) Material Transport Reports shall be submitted to substantiate the Actual Material Tracking Form and shall contain the following information for each facility used:
  - a. A complete list of the types of demolition debris transported to each facility, including itemized weight for each type;
  - b. The total weight of demolition debris transported to each facility;
  - c. The final destination for the materials as managed by each facility;
  - d. Each facility's contact information; and,
  - e. Any barriers encountered that prohibited diversion of demolition debris.
- (3) Certification by the Demolition Contractor that all information furnished to the Department is true and accurate.

(d) If the Demolition Debris Diversion Report shows that the project failed to meet the Demolition Debris Diversion Requirements as set out in Section 30-965, the applicant shall be in violation of this Ordinance and subject to the fines as specified in Section 30-972.

(e) An applicant who fails to submit the required documentation as provided herein shall be subject to the full amount of the fines specified in Section 30-213 as if no amount of demolition debris was recycled or reused.

(f) Any false statement, documentation or audit non-compliance shall result in fines and/or penalties pursuant to this Ordinance and/or the penalties specified in Section 30-972.

(g) Notwithstanding the foregoing, where title to the property is transferred to a bona fide purchaser after the rehabilitation of the property, if an applicant is unavailable or refuses to provide the required documentation, the bona fide purchaser may obtain a certificate of occupancy by submitting a waiver application supported by an affidavit that the applicant is unavailable or refuses to provide the required documentation.

### **Sec. 30-969. Exceptions to the Demolition Debris Diversion Report.**

(a) In the event that the applicant was unable to divert the amount of demolition debris as required by Section 30-965, the applicant shall submit written justification and supplemental documentation along with the Demolition Debris Diversion Report substantiating the reasons it was impossible or impracticable for the project to achieve its estimated diversion goals.

(b) The Director shall consider this documentation to determine whether the applicant has violated the reporting requirements as set out in Section 30-968.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(c) If the Director finds that the applicant has not submitted sufficient written justification and supplemental documentation to justify the impossibility or impracticability to meet this requirement, the Director shall make a written finding that the Applicant has violated the provisions of this Article and state the basis for that finding in writing.

(d) If the project has been exempt from meeting the Demolition Debris Diversion Requirements as set out in Section 30-967, the project shall be exempt from submitting a Demolition Debris Diversion Report. If a project has been issued a Demolition Permit with Demolition Debris Diversion Requirements lower than set out in Section 30-965, the project is still required to submit a Demolition Debris Diversion Report.

### **Sec. 30-970. County's right to monitor and inspect.**

(a) The Director or his/her designee may inspect and monitor all demolition projects to determine actual levels of demolition debris diversion and to validate the information provided in the Demolition Debris Diversion Plan and the Demolition Debris Diversion Report.

(b) An applicant shall retain the receipts or weight tickets for the quantities of materials reused recycled and landfilled as indicated in the Demolition Debris Diversion Report for at least three years after the demolition is complete.

(c) Site inspections by the Department may occur during demolition activity to verify proper siting and material handling procedures are being followed in compliance with all applicable sections of the Cook County Code.

### **Sec. 30-971. Rulemaking.**

The Department shall prescribe reasonable rules, definitions, and regulations necessary to carry out the duties imposed upon it by this Ordinance.

### **Sec. 30-972. Penalties.**

(a) A permit holder is in violation this Cook County Demolition Debris Diversion Ordinance by:

- (1) Failing to submit Demolition Debris Diversion Report;
- (2) Failing to timely file a required Demolition Debris Diversion Report;
- (3) Failing to complete Demolition Debris Diversion Report to a satisfactory degree, which includes submitting inaccurate, incomplete, inconsistent, or illegible information;
- (4) Failing to maintain records required by this Article;
- (5) Failing to divert demolition debris as required by Sec. 30-965;
- (6) Violating any other portion of the Cook County Demolition Debris Diversion Ordinance.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(b) With respect to violating this Ordinance, a full list of penalties and fines are listed in Sec. 30-213.

(c) Criminal prosecutions pursuant to this Ordinance shall in no way bar the right of Cook County to institute civil proceedings to recover fines, interest and costs incurred for such proceedings. Civil penalties and interest assessed pursuant to this Ordinance shall be computed at the rate provided by the Cook County Uniform Penalty, Interest and Procedures Ordinance.

**BE IT FURTHER ORDAINED**, by the Cook County Board of Commissioners, that Chapter 30-213 Violations and Penalty of the Cook County Code is hereby amended as follows:

### **Sec. 30-213. Violations and Penalty.**

(a) After any person has been previously notified of three or more violations of this chapter within any consecutive 12-month period in respect to the emission of smoke, particulate, or other matter by the same piece of equipment in excess of the emission limitations herein provided or in respect to violations of other requirements provided in this chapter, such person shall be notified in writing to show cause before the Director on a day certain, not less than 20 days from date of service of such notice, why the equipment or process causing such violations should not be sealed. The Director may refer the violation notice to the Cook County Department of Administrative Hearings for a hearing to be conducted by an administrative law officer or an administrative law judge following all rules and procedures set forth in Chapter 2, Article IX of the Cook County Code. This last notice herein provided for may be given by mail, directed to the last known address of the person to be notified, or if such person or the whereabouts of such person is unknown, then by posting a notice on or near the premises at which the violations shall have occurred. Upon the date specified in the notice such person may appear at such hearing in person or by representative, with or without counsel. If such person fails to appear at such hearing or if upon such hearing the administrative law officer or administrative law judge shall find and determine that the violations are due to defective equipment or equipment which is incapable of being operated within the maximum emission limitations established by or under this chapter, or that corrective measures previously ordered by the Director have not been employed to eliminate the causes producing the violations, the administrative law officer or administrative law judge may enter an order revoking any certificate or permit outstanding for such equipment or process and directing that the same be sealed by an inspector or other authorized agent of the Director. In making the finding and determination hereinabove referred to, the administrative law officer or administrative law judge shall, in the case of smoke density or opacity measurements, take into consideration whether the equipment is capable of being operated within the particulate matter limitations provided in Division 3 of this article.

(b) Upon notice and hearing, if notice and hearing has not previously been provided, the Director may order that the use of any fuel-burning, combustion, or process equipment or device shall be discontinued and may seal such equipment or process:

- (1) When a certificate of operation is refused in the case of any original, annual, or subsequent inspection, because the person required to procure such certificate has not complied with the provisions of this chapter;
- (2) In the case of movable equipment, or portable boilers, or vehicles, when immediate correction of a condition causing a violation of this chapter is not made by the operator of such equipment, portable boiler, or vehicle when ordered to do so by the Director or authorized representative.

(a) *Persons liable.*



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (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 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 or 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.

Unless otherwise specifically provided, where the violation of the provisions of this chapter involves a motor vehicle, the owner or the owner's agent for the purpose of managing or controlling the vehicle, and any other person managing or controlling the vehicle 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 or managing or controlling, or acting as agent in regard to the vehicle. 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 vehicle.

- (2) 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 any of the values detailed in the following table but not more than \$10,000.00. Violations of the ordinance not listed in the following table are subject to fines not less than \$300.00 and not more than \$10,000.00. Collected fines will go to the Cook County Environmental Management Fund. A separate and distinct offense shall be regarded as committed each day on which such person continues or permits any such violation, or failure to comply exists after notification thereof. In addition to such fines and penalties, the permit or certification of operation of such person, or of the offending property, may be suspended or revoked as hereinbefore provided.

Any person, firm, or corporation that issues a check or other draft to the Department or the Department of Revenue that is not honored upon presentment because the drawer does not have an account with the drawee, or because the drawer does not have sufficient funds in his account, or because the drawer does not have sufficient credit with the drawee, shall be liable in the amount of \$25.00 and shall be liable for interest upon the amount at the rate of nine percent annually.

The Director shall refer a violation citation seeking a fine to the Cook County Department of Administrative Hearings for a hearing to be conducted by an administrative law officer or an administrative law judge following all rules and procedures set forth in Chapter 2, Article IX, of the Cook

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

County Code. In determining the amount of the fine the following factors shall be taken into consideration:

The Director shall refer a violation citation to the Cook County Department of Administrative Hearings for adjudication seeking a fine, collection of compliance fees owed to the Cook County Department of Environmental Control, and, if applicable, a \$25.00 fee for all checks and drafts not honored by a financial institution. The Cook County Department of Administrative Hearings shall set the matter for a hearing to be conducted by an administrative law judge following all rules and procedures set forth in Chapter 2, Article IX, of the Cook County Code. In addition to assessing a fine, the administrative law judge may, as a sanction, order the respondent to pay any outstanding compliance fees alleged in the citation and found by the administrative law judge to be due and owing to the Department. 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.

Section	Violation	Fine
30-542(a)	Release of ACM in the air	\$5,000.00
30-542(b)(1)a.	Workers with no valid IDPH ACM Abatement license	300.00
30-542(a)(4)	Lack of vacuumed or sealing ACM waste	3,000.00
30-543(c)(1)	Lack of enclosure if required	5,000.00
30-543(d)	Visible release of ACM in the air	5,000.00
30-544(a)(3)	Structure not adequately wet	1,000.00
30-544(a)(4)	ACM dropped without dust tight method	3,000.00
30-544(a)(5)	ACM not contained for transportation	5,000.00
30-544(b)(2)a	No valid demolition permit	500.00
30-544(b)(2)b	No valid ACM abatement permit	500.00
30-92	Late payment of fees	300.00
30-186	No valid certificate of operation	300.00
30-455(a)	Noise	300.00
30-421	Noxious odors	500.00

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

30-551	No valid Asbestos Removal Contractor Certificate of Registration	1,000.00
30-968 (e)	Failing to submit Demolition Debris Diversion Report.	1,000.00
30-968(e)	Late filing of the required Demolition Debris Diversion report. Filing is considered late 11 days after permit expiration date.	500.00
30-968	Failing to submit complete and required documentation, which includes submitting inaccurate, incomplete, inconsistent, or illegible information;	1000.00
30-965	Failing to divert demolition debris as required by Sec. 30-965	5,000.00

**Effective date:** This Ordinance shall take effect 120 days after passage.

This amendment shall be effective immediately upon passage.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

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

Communication No. 318998  
Communication No. 318999

Approved as Amended  
Approved as Amended

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

Respectfully submitted,

COMMITTEE ON ENVIRONMENTAL CONTROL

ELIZABETH "LIZ" DOODY GORMAN, Chairman

Attest: MATTHEW B. DELEON, Secretary

\_\_\_\_\_  
Commissioner Gorman, seconded by Commissioner Steele, moved that the Report of the Committee on Environmental Control be approved and adopted. **The motion carried unanimously.**

**REPORT OF THE COMMITTEE ON LEGISLATION  
AND INTERGOVERNMENTAL RELATIONS**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

July 24, 2012

The Honorable,  
The Board of Commissioners of Cook County

**ATTENDANCE**

Present: Chairman Suffredin, Commissioners Beavers, Butler, Daley, Gainer, Garcia, Gorman, Goslin, Murphy, Schneider, Silvestri, Sims, Steele and Tobolski (14)

Absent: Vice Chairman Fritchey, Commissioners Collins and Reyes (3)

Ladies and Gentlemen:

Your Committee on Legislation and Intergovernmental Relations of the Board of Commissioners of Cook County met pursuant to notice on Tuesday, July 24, 2012 at the hour of 9:50 A.M. in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois.

Your Committee has considered the following items and, upon adoption of this report, the recommendations are as follows:

318086 AN ORDINANCE AMENDMENT TO PART 1, CHAPTER 2, ARTICLE VII, DIVISION 2, SUBDIVISION 1, SECTIONS 2-560 THROUGH 2-562 (PROPOSED ORDINANCE AMENDMENT). Submitting a Proposed Ordinance Amendment sponsored by Toni Preckwinkle, President, William M. Beavers, Jerry Butler, John P. Daley, Bridget Gainer, Jesus G. Garcia, and Elizabeth "Liz" Doody Gorman, Gregg Goslin, Joan Patricia Murphy, Timothy O. Schneider, Peter N. Silvestri, Deborah Sims, Robert B. Steele, Larry Suffredin and Jeffrey R. Tobolski, County Commissioners.

PROPOSED ORDINANCE AMENDMENT

**NOW THEREFORE BE IT ORDAINED**, by the Board of Commissioners of Cook County that Part 1, Chapter 2, Article VII, Division 2, Subdivision I, Sections 2-560 through 2-562 shall be amended as follows:

**Sec. 2-560. Short title.**

This division shall be known and may be cited as the "Cook County Ethics Ordinance."

**Sec. 2-561. Definitions.**

The following words, terms and phrases, when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Absolutely necessary* means that another means of identification, such as employee identification number, cannot be substituted for the social security number without frustrating the purpose of the request.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

*Agency* means the County Board, any committee or other subdivision thereof, any County department or other administrative unit, commission, board or other division of the government of the County.

*Board or Commission Appointee* means all individuals appointed by the President to any Boards or Commissions created by State Statute or County Ordinance that require the approval, confirmation or advice and consent of the County Board.

*Board or Commission* means any Board or Commission created under County Ordinance or State Statute whose members are appointed by the President subject to the approval, confirmation or advice and consent of the County Board.

~~Board or~~ *Board of Ethics* means the County Board of Ethics, as defined in Section 2-591.

*Campaign for elective office* means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any Federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities:

- (1) Relating to the support or opposition of any executive, legislative, or administrative action;
- (2) Relating to collective bargaining; or
- (3) That is otherwise in furtherance of the person's official duties.

*Candidate* means any person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at either a general primary election or general election or who has raised or expended money in pursuit of elected office.

*Collective bargaining* has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 5/1-3).

*Compensated time* means any time worked by or credited to an employee that counts toward any minimum work time requirement imposed as a condition of employment but does not include any designated holidays or any period when the employee is on a leave of absence.

*Compensation* means money, thing of value or other pecuniary benefit received or to be received in return for, or as reimbursement for, services rendered or to be rendered.

*Compensatory time off* means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of employment.

*Contract management authority* means personal involvement in or direct supervisory responsibility for the formation or execution of a County contract, including without limitation the preparation of specifications, evaluation of bids or proposals, negotiation of contract terms or supervision of performance.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

*Contribution* has the same meaning as that term is defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).

*County* means the County and all government agencies of the County.

*Economic interest* means any interest valued or capable of valuation in monetary terms; provided that economic interest is subject to the same exclusion as financial interest

*Employee* means an individual employed by the County whether part-time or full-time or by a contract of employment. The term "employee" shall include individuals employed by County Officers as referenced in Article VII, Section 4 of the Illinois Constitution. The term "employee" shall not include judges of election.

*Financial interest* means any of the following:

- (1) Any interest as a result of which the owner currently received or is entitled to receive in the future more than \$2,500.00 per year.
- (2) Any interest with a cost or present value of \$5,000.00 or more.
- (3) Any interest representing more than ten percent of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust, or any legal entity organized for profit; provided, however, the term "financial interest" shall not include any of the following:
  - a. Any ownership through purchase at fair market value of inheritance of less than one percent of the shares of a corporation, or any value of or dividends of such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934 (15 U.S.C. § 78a et seq.)
  - b. The authorized compensation paid to an official or employee for his or her office or employment, or the authorized compensation paid to a board or commission appointee for his or her office or employment;
  - c. Any economic benefit provided equally to all residents of the County;
  - d. A time or demand deposit in a financial institution;
  - e. An endowment or insurance policy or annuity contract purchased from an insurance company;
  - f. Any accrued pension rights in the County fund; or
  - g. With respect to a mutual fund, the individual securities of other instruments owned by the mutual fund.

*Gift* means any gratuity, discount, entertainment, hospitality, loan, forbearance, or

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an official, board or commission appointee or employee.

*Leave of absence* means any period during which an employee does not receive compensation for employment, service credit towards pension benefits, and health insurance benefits paid for by the employer.

*Legislative action* means the introduction, sponsorship, consideration, debate, amendment, passage, defeat, approval, veto or other official action or nonaction on any ordinance, resolution, motion, order, appointment, application or other matter pending or proposed in the County Board or any committee or subcommittee thereof.

*Official* means any elected County official or appointed official, regardless of whether the official is compensated. ~~or any appointed nonemployee member of any agency of the County.~~

*Person* means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

*Political activity* means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities relating to the support or opposition of any executive, legislative or administrative action; relating to collective bargaining; or that are otherwise in furtherance of the person's official duties.

*Political fundraising committee* means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any election, receives or expends money or anything of value or transfers money or anything of value to any other fund, political party, candidate, organization, political action committee, or other entity.

*Political organization* means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county clerk under Section 9.3 of the Election Code (10 ILCS 5/9-3), but only with regard to those activities that require filing with the State Board of Elections or a county clerk.

*Prohibited political activity* means:

- (1) Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
- (2) Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
- (3) Soliciting, planning the solicitation of, or preparing any document or report regarding any thing of value intended as a campaign contribution.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (4) Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- (5) Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- (6) Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question.
- (7) Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum questions or helping in an effort to get voters to the polls.
- (8) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
- (9) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
- (10) Preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective office or on behalf of a political organization for political purposes.
- (11) Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
- (12) Campaigning for any elective office or for or against any referendum question.
- (13) Managing or working on a campaign for elective office or for or against any referendum question.
- (14) Serving as a delegate, alternate, or proxy to a political party convention.
- (15) Participating in any recount or challenge to the outcome of any election.

*Prohibited source* means any person or entity who:

- (1) Is seeking official action:
  - a. By the official, board or commission appointee; or
  - b. In the case of an employee, by the employee or by the official, County agency, board or commission or other employee directing the employee.



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (2) Does business or seeks to do business:
  - a. With the official, board or commission appointee; or
  - b. In the case of an employee, with the employee or with the official, County agency, board or commission or other employee directing the employee.
- (3) Conducts activities regulated:
  - a. By the official, board or commission appointee; or
  - b. In the case of an employee, by the official, County agency, board or commission or other employee directing the employee.
- (4) Has interests that may be substantially affected by the performance or nonperformance of the official duties of the official, board or commission appointee or employee; or
- (5) Is registered or required to be registered with the County pursuant to the Cook County Lobbyist Ordinance, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its members or serves on its board of directors.

*Publicly post* or *publicly display* means to intentionally communicate or otherwise intentionally make available to the general public.

*Single candidacy* means the time period during which a candidate is seeking office with primary election and general election being separate candidacies.

*Statement* means the disclosure of economic interest form required to be filed by the Illinois Governmental Ethics Act (5 ILCS 420/4A-101 et seq.).

### **Sec. 2-562. Applicability.**

This Ordinance shall apply to all officials, board or commission appointees and employees of Cook County, as defined in Sec. 2-561. Board or commission appointees must agree to adhere to the Cook County Ethics Ordinance in order to be eligible for appointment to any board or commission as defined in Sec. 2-561.

**Secs. 2-563 - 2-570. - Reserved.**

**BE IT FURTHER ORDAINED**, by the Board of Commissioners of Cook County that Part 1, Chapter 2, Article VII, Division 2, Subdivision II, Sections 2-571 through 2-588 shall be amended as follows:

### **Sec. 2-571. Fiduciary duty.**

Officials and employees shall at all times in the performance of their public duties owe a fiduciary duty to the County. Board or commission appointees appointed under

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

County Ordinance owe a fiduciary duty to the County in the performance of their public duties and appointed board or commission appointees appointed under State Statute owe a fiduciary duty to the members of the public for which they have been appointed to serve.

### **Sec. 2-572. Improper influence.**

(a) No official or employee shall make, participate in making or in any way attempt to use their official position to influence any County governmental decision or action in which the official or employee knows, has reason to know or should know that the official or employee has any economic interest distinguishable from that of the general public of the County.

(b) No official or employee shall make, participate in making or in any way attempt to use their official position to influence any County governmental decision or action, including decisions or actions on any Cook County Board Agenda Item, in exchange for or in consideration of the employment of said official's or employee's relatives, domestic partner or civil union partner by any other official or employee.

(c) No board or commission appointee shall make, participate in making or in any way attempt to use his or her official position to influence any decision or action by the Board or Commission to which they are appointed in which the board or commission appointee knows, has reason to know or should know that the board or commission appointee has any economic interest distinguishable from that of the general public served by the board or commission to which they are appointed.

### **Sec. 2-573. Dual employment.**

(a) No official or employee shall accept other employment which will impair his or her independence of judgment in the exercise of official duties.

(b) No official or employee shall accept other employment which will impair his or her ability to perform County duties and responsibilities.

### **Sec. 2-574. Receiving and soliciting gifts and favors.**

(a) *Gift ban.* Except as otherwise provided in this division, no official, board or commission appointee or employee shall intentionally solicit or accept any gift from any prohibited source or in violation of any Federal or State statute, rule, or regulation or any County ordinance, rule or regulation. This ban applies to and includes spouses of and immediate family living with the official, board or commission appointee or employee. No prohibited source shall intentionally offer or make a gift that violates this section.

(b) *Exceptions.* The restriction in Subsection (a) of this section does not apply to the following:

- (1) *Opportunities, benefits, and services.* Opportunities, benefits, and services that is available on the same conditions as for the general public.
- (2) *Market value paid.* Anything for which the official, board or commission appointee or employee or his or her spouse or immediate family member living with him or her pays the market value.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (3) *Lawful contribution, fundraising event.* Any contribution that is lawfully made under the Election Code or under this article or activities associated with a fundraising event in support of a political organization or candidate.
- (4) *Educational materials and missions.* This exception may be further defined by rules adopted by the Board of Ethics.
- (5) *Travel expenses for a meeting to discuss County or Board or Commission business.* This exception may be further defined by rules adopted by the Board of Ethics.
- (6) *Gift from relative.* A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.
- (7) *Gift on basis of personal friendship.* Anything provided by an individual on the basis of a personal friendship unless the official or employee has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the official, board or commission appointee or employee and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the official, board or commission appointee or employee shall consider the circumstances under which the gift was offered, such as:
  - a. The history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals;
  - b. Whether to the actual knowledge of the official, board or commission appointee or employee the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and
  - c. Whether to the actual knowledge of the official, board or commission appointee or employee the individual who gave the gift also at the same time gave the same or similar gifts to other officials or employees or their spouses or immediate family members living with them.
- (8) *Food or refreshments not exceeding \$75.00 per person.* Food or refreshments not exceeding \$75.00 per person in value on a single calendar day; provided that the food or refreshments are consumed on the premises from which they were purchased or prepared or catered. For purposes of this subsection, the term "catered" means food or refreshments that are

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

purchased ready to eat and delivered by any means.

- (9) *Food, refreshments, lodging, transportation, etc., from outside employment.* Food, refreshments, lodging, transportation, and other benefits resulting from the outside business or employment activities (or outside activities that are not connected to the duties of the official, board or commission appointee or employee as an office holder or employee) of the official, board or commission appointee or employee, or the spouse of the official, board or commission appointee or employee, if the benefits have not been offered or enhanced because of the official position or employment of the official, board or commission appointee or employee, and are customarily provided to others in similar circumstances.
- (10) *Intra-governmental and inter-governmental gifts.* For the purpose of this article "intra-governmental gift" means any gift given to an official or employee of a County agency or board or commission appointee from another official or employee of the same County agency or board or commission; and "inter-governmental gift" means any gift given to an official, board or commission appointee or employee of a County agency or department by an official, board or commission appointee or employee of another County agency or department, of a State of Illinois agency, of a Federal agency, or of any governmental entity.
- (11) *Bequests.* Bequests, inheritances, and other transfers at death.
- (12) *Items valued at less than \$100.00.* Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.00.

Each of the exceptions listed in this subsection is mutually exclusive and independent of one another.

(c) An official, board or commission appointee or employee does not violate this article if the official, board or commission appointee or employee promptly takes reasonable action to return the prohibited gift to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

(d) Gifts which have a value of greater than \$100.00 (or a series of gifts with an aggregate value of greater than \$100.00 from one prohibited source during any 12-month period) received by any official, board or commission appointee or employee from a prohibited source shall be disclosed to the Board of Ethics by the recipient within ten business days of receipt. The disclosure shall include the name and government title of the recipient; the name, address, occupation and employer of the donor; a description of the gift and its value; and the intended use or disposition of the gift.

(e) Any and all gifts having a value greater than \$100.00 and received by an official, board or commission appointee or employee for participating in speaking engagements, lectures, debates or organized discussion forums arising out of his or her County employment shall be disclosed to the Board of Ethics within ten business days of

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

receipt.

**Sec. 2-575. Reserved.**

**Sec. 2-576. County-owned property.**

No official, board or commission appointee or employee shall engage in or permit the unauthorized use of ~~County-owned or County-leased~~ property that is owned or leased by the County or the Board or Commission to which they are appointed. ~~County-owned and County-leased~~ Such property shall only be used for official County or Board or Commission business.

**Sec. 2-577. Use or disclosure of confidential information.**

No official, board or commission appointee or employee shall use or disclose, other than:

- (1) In the performance of his or her official duties;
- (2) As may be required by law; or
- (3) As permitted in Section 2-584, confidential information gained in the course of or by reason of his position or employment. For purposes of this subsection, the term "confidential information" means any information that may not be obtained pursuant to the Illinois Freedom of Information Act, as amended.

**Sec. 2-578. Conflicts of interest.**

(a) No official or employee shall make, or participate in making, any County governmental decision and no board or commission appointee shall make, or participate in making, any board or commission decision with respect to any matter in which the official, board or commission appointee or employee, or the spouse, or dependent, domestic partner or civil union partner of the official or employee, has any economic interest distinguishable from that of the general public. For purposes of this section, the term "dependent" shall have the same meaning as provided in the U.S. Internal Revenue Code, as amended.

(b) Any employee who has a conflict of interest as described by Subsection (a) of this section shall advise his or her supervisor of the conflict or potential conflict. The immediate supervisor shall either:

- (1) Assign the matter to another employee; or
- (2) Require the employee to eliminate the economic interest giving rise to the conflict and only thereafter shall the employee continue to participate in the matter.

(c) Any official, board or commission appointee or employee who has a conflict of interest as described by Subsection (a) of this section shall disclose the conflict of interest in writing the nature and extent of the interest to the Cook County Board of Ethics as soon as the employee, board or commission appointee or official becomes aware

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

of such conflict and shall not take any action or make any decisions regarding that particular matter. A Cook County Board Commissioner shall publicly disclose the nature and interest of such interest on the report of proceedings of the Cook County Board of Commissioners, and shall also notify the Cook County Board of Ethics of such interest within 72 hours of introduction of any ordinance, resolution, contract, order or other matter before the Cook County Board of Commissioners, or as soon thereafter as the Commissioner is or should be aware of such conflict of interest. The Board of Ethics shall make all disclosures available for public inspection and copying immediately upon request.

### **Sec. 2-579. Representation of other persons.**

(a) No elected official or employee may represent, or have an economic interest in the representation of any person other than the County in a formal or informal proceeding or transaction before any County agency in which the agency's action or nonaction is of a nonministerial nature and no board or commission appointee may represent, or have an economic interest in the representation of any person other than the board or commission in a formal or informal proceeding or transaction before said board or commission to which the board or commission appointee is a party in which the board or commission's action or nonaction is of a nonministerial nature.

(b) No elected official or employee may have an economic interest in the representation of any person in any judicial or quasi-judicial proceeding before any administrative agency or court in which the County is a party and that person's interest is directly adverse to that of the County and no board or commission appointee may have an economic interest in the representation of any person in any judicial or quasi-judicial proceeding before any administrative agency or court in which said board or commission to which the board or commission appointee is a party and that person's interest is directly adverse to that of the board or commission.

(c) No appointed official may represent any person in the circumstances described in Subsection (a) or (b) of this section unless the matter is wholly unrelated to the appointed official's County duties and responsibilities and no board or commission appointee may represent any person in the circumstances described in Subsection (a) or (b) of this section unless the matter is wholly unrelated to the board or commission appointee's duties and responsibilities.

(d) For purposes of this section, the term "economic interest" shall not include the interest of the spouse, domestic partner or civil union partner of an official, board or commission appointee or employee which interest is related to the independent occupation, profession or employment of the spouse.

### **Sec. 2-580. Post employment restrictions.**

(a) No former official or employee shall assist or represent any person other than the County in any judicial or administrative proceeding involving the County if the official or employee was counsel of record or participated personally and substantially in the proceeding during his or her term of office or employment.

(b) No former official or employee shall assist or represent any person in any business transaction involving the County, if the official or employee participated personally and substantially in that transaction during his or her term of office or

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

employment.

(c) No former official or employee may, for a period of one year after the termination of his or her term of office or employment, knowingly accept employment or receive compensation or fees for services from an employer if the employee or official, during the year immediately preceding termination of County employment and on behalf of the County, participated personally and substantially in the decision to award County contracts with a cumulative value of over \$25,000.00 to the person or entity, or its parent or subsidiary.

(d) No former official or employee may, for a period of one year after the termination of his or her term of office or employment, knowingly and for compensation lobby any County official or employee on behalf of any other entity.

(e) The requirements of this section shall not be waived by the Board of Ethics.

(f) This section applies only to persons who terminate an affected position on or after the effective date of this article.

### **Sec. 2-581. Interest in County business or Board or Commission business.**

(a) No elected official or employee shall have a financial interest in his or her own name or in the name of any other person in any contract, work or business of the County, or in the case of a board or commission appointee in any contract, work or business of the board or commission to which they are appointed or that which the board or commission approves. No elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid with funds belonging to or administered by the County, or in the case of a board or commission appointee in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid with funds belonging to or administered by the board or commission to which they are appointed. Compensation for property taken pursuant to the County's eminent domain power shall not constitute a financial interest within the meaning of this section. Unless sold pursuant to a process of competitive bidding following public notice, no elected official or employee shall have a financial interest in the purchase of any property that:

- (1) Belongs to the County;
- (2) Is sold for taxes or assessments; or
- (3) Is sold by virtue of legal process at the suit of the County.

(b) No appointed official shall engage in a transaction described in Subsection (a) of this section unless the matter is wholly unrelated to the appointed official's County duties and responsibilities and no board or commission appointee shall engage in a transaction described in Subsection (a) of this section unless the matter is wholly unrelated to the board or commission appointee's board or commission duties and responsibilities.

(c) For purposes of this section, the term "financial interest" shall not include the interest of the spouse, domestic partner, or civil union partner of an official or employee

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

which interest is related to the independent occupation, profession or employment of the spouse.

### **Sec. 2-582. Employment of relatives.**

(a) No official, board or commission appointee or employee shall participate in a hiring decision, or shall employ or advocate for employment, in any agency over which such official, board or commission appointee or employee either serves or over which he or she exercises authority, supervision or control, any person who is a relative or domestic partner of said official or employee, or in exchange for or in consideration of the employment of any said official's or employee's relatives or domestic partners, by any other official, board or commission appointee or employee.

(b) No official or employee, on behalf of any County agency, shall participate in a decision whether to contract with any person with whom or in which the official or employee knows that a relative, domestic partner or civil union partner of that official or employee has a financial interest. No official or employee shall exercise contract management authority where any relative or domestic partner of the official or employee is employed by or has contracts with persons doing County work over which the County official or employee has or exercises contract management authority. No board or commission appointee, on behalf of the board or commission to which they are appointed, shall participate in a decision whether to contract with any person with whom or in which the board or commission appointee knows that a relative, domestic partner or civil union partner of that board or commission appointee has a financial interest. No board or commission appointee shall exercise contract management authority where any relative or domestic partner of the board or commission appointee is employed by or has contracts with persons doing board or commission work over which the board or commission appointee has or exercises contract management authority.

(c) Any person or persons doing business with the County shall be required, upon execution of a contract with the County of Cook, to disclose to the Board of Ethics, the existence of familial relationships they may have with all persons, as defined in subsection (e), holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook. In the event that a business entity is contracted to do business with the County of Cook, the disclosure shall apply to the following persons who are employed by the business entity or who were employed by the business entity during the 12-month period immediately preceding the date of the contract:

- (1) All persons who are designated as the entity's board of directors;
  - (2) All officers of the business entity;
  - (3) All persons who are responsible for the general administration of the entity;
  - (4) All agents who are duly authorized to execute documents on behalf of the business entity;
  - (5) All employees who are directly engaged in contractual work with the County on behalf of the business entity.
- (d) For purposes of Subsection (c), doing business means any one or any



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

combination of leases, contracts or purchases to or with the County or any County agency in excess of \$25,000.00 in any calendar year.

(e) All persons registered as a lobbyist with the County of Cook shall be required, upon filing with the Cook County Clerk, to disclose to the Board of Ethics the existence of familial relationships they may have with all persons, as defined in Subsection (f), holding elective office in the State of Illinois, the County of Cook, or in any municipality in the County of Cook.

(f) For purposes of this section, relative or familial relationship shall mean a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption: domestic partner, civil union partner, parent, child, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.

(g) The disclosure required by this section shall be filed by January 1 of each calendar year or within 30 days of the execution of any contract or lease.

(h) Any person or business entity who is doing business with the county in accordance with Subsection (d), at the time this ordinance is passed shall be required to file such disclosure no later than 60 days after the effective date of this section.

(i) In addition to other penalties provided in this division, any person filing a late disclosure statement under this section shall be assessed a late filing fee as set out in Section 32-1 per day the disclosure is late, payable to the Cook County Board of Ethics upon filing. Any person filing a late disclosure statement after January 31 shall be subject to a penalty of \$100.00 per day after January 31 that the disclosure is late, payable to the Cook County Board of Ethics upon filing.

(j) In addition to the penalties provided for in subsection (h) of this section, any person or business entity convicted of a violation of any provision of this division is prohibited for a period of three years from the date of the conviction from engaging, directly or indirectly, in any business with the County of Cook. Any person or business entity who is found guilty of knowingly or willfully filing a false, misleading or incomplete disclosure shall be prohibited for a period of three years from the date of the conviction from engaging, directly or indirectly, in any business with the County of Cook.

(k) The Cook County Board of Ethics is hereby authorized to promulgate rules and procedures for the reporting and enforcement of this section, including the designation of a disclosure form to be used by all persons required to file under this section.

### **Sec. 2-583. Political activity.**

(a) No official, board or commission appointee or employee shall compel, coerce or intimidate any County official or employee to make or refrain from making any political contribution. No official, board or commission appointee shall directly solicit any political contribution from his or her employees, the spouses, domestic partners or civil union partners of or immediate family living with his or her employees. Nothing in this subsection shall be construed to prevent any official, board or commission appointee or employee from voluntarily making a contribution or from receiving a voluntary

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

contribution.

(b) No employee with contract management authority shall serve on the political fund-raising committee of any elected official or candidate for County office.

(c) County employees shall not intentionally perform any prohibited political activity during any compensated time (other than vacation, personal, or compensatory time off). County employees or officials shall not intentionally misappropriate any County property or resources by engaging in any prohibited political activity for the benefit of any campaign for elective office or any political organization.

(d) At no time shall any official or employee intentionally misappropriate the services of any County employee and at no time shall any board or commission appointee misappropriate the services of any board or commission employee by requiring that employee to perform any prohibited political activity:

- (1) As part of that employee's County duties or in the case of a board or commission, as part of that employee's board or commission duties;
- (2) As a condition of County employment or in the case of a board or commission, as a condition of board or commission employment; or
- (3) During any time off that is compensated by the County or board or commission (such as vacation, personal, or compensatory time off).

(e) A County employee or board or commission appointee shall not be required at any time to participate in any prohibited political activity in consideration for that employee being awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise.

(f) A County employee or board or commission appointee shall not be awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise, in consideration for the employee's participation in any prohibited political activity.

(g) Nothing in this section prohibits activities that are otherwise appropriate for a County employee or board or commission appointee to engage in ~~as a part of his or her official County employment duties or activities that are undertaken by an employee on a voluntary basis as permitted by law.~~

### **Sec. 2-584. Whistleblower protection.**

(a) No complainant, or employee acting on behalf of a complainant, shall be discharged, threatened or otherwise discriminated against regarding compensation, terms, conditions, location or privileges of employment because:

- (1) The complainant or employee acting on behalf of the complainant reports or is about to report, verbally or in writing, a violation or suspected violation of this Ordinance; or
- (2) The complainant or employee acting on behalf of the complainant is requested to participate in an investigation, hearing or inquiry held pursuant

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

to this Ordinance, or in any related court action.

(b) This section shall not apply to a complainant, or employee acting on behalf of a complainant, who knowingly makes a false report.

### **Sec. 2-585. Limitations of contributions to candidates and elected officials.**

(a) No person shall make contributions exceeding the limits established by the Election Code, 10 ILCS 5/9-1 et seq., when making contributions to any of the following elected officials or candidates for such office: County Board President; Cook County Commissioner; Cook County State's Attorney; Cook County Clerk of the Circuit Court; Cook County Assessor; Cook County Treasurer; Cook County Board of Review Commissioner; Cook County Clerk; and Cook County Recorder of Deeds except as otherwise provided in Section 2-585

(b) No person who does business with the County or who has done business with the County within the preceding four years or is seeking to do business with the County or is a person required to register as a lobbyist with the County shall make contributions in an aggregate amount exceeding \$750.00:

- (1) To any candidate for County office or elected County official during a single candidacy; or
- (2) To any elected official of the government of the County during any nonelection year of his or her term.
- (3) To any local, state, or federal campaign committee that is controlled by, or established in support of, a candidate for County office or an elected County official.

The combined effect of these provisions is intended to permit total contribution up to, but not exceeding, \$1,500.00 in a year in which a candidacy occurs. A year, for purposes of this section, is from January 1 to December 31 of each year.

(c) For purposes of Subsection (b) of this section, an entity and its subsidiaries, parent company or otherwise affiliated companies, and any of their employees, officers, directors and partners who make a political contribution for which they are reimbursed by the entity or its affiliates shall be considered a single person. However, nothing in this provision shall be construed to prohibit such an employee, officer, director or partner from making a political contribution for which he is not reimbursed by a person with whom he or she is affiliated, even if that person has made the maximum contribution allowed under Subsection (b) of this section.

(d) Any contributions made under this section shall be reported as required by the Election Code, 10 ILCS 5/1-1 et seq.

(e) For purposes of Subsection (b) of this section, "done business" or "doing business" means any one or any combination of sales, purchases, leases or contracts to, from or with the County or any County agency in excess of \$10,000.00 in any 12 consecutive months or during the previous four years. "

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(f) For purposes of Subsection (b) of this section, "seeking to do business" means taking action within the past six months to obtain a contract or business with the County when, if such action were successful, it would result in the person doing business with the County as defined in Subsection (e) of this section.

(g) Any firm, or its officers, directors or partners, contracted by the County to provide financial audits of county finances are prohibited from making campaign contributions to any county official or candidate for county office.

(h) Any firm, or its officers, directors or partners, contracted by the County to act as financial council, bond council, underwriter's council, legal counsel, or financial manager for the issuance of any bond is prohibited from making campaign contributions to any county official or candidate for county office.

(i) Any candidate for any county office or any current elected official in Cook County government shall return contributions found in excess of the limitations set forth in this section within 30 days of notification from the Board of Ethics. Failure to return contributions within 30 days shall be a violation of this section and subject to fines under Section 2-602(d).

### **Sec. 2-586. Newsletters, brochures, public service announcements, and promotional materials.**

(a) County funds and resources may not be used by any elected County official to print or pay for the printing of any newsletters or brochures during the period beginning January 1 of the year of a general primary election and ending the day after such general primary election and during a period beginning September 1 of the year of a general election and ending the day after such general election if the elected County official is a candidate in such primary or general election. A County elected official may not mail, during the period beginning January 1 of the year of a general primary election and ending the day after such general primary election and during a period beginning September 1 of the year of a general election and ending the day after such general election, any newsletters or brochures that were printed at any time using County funds or resources if the elected County official is a candidate in such primary or general election.

(b) This section shall not apply to any informational brochures that are solely related to and accompany any mailing of a property tax bill, notice of property tax assessment, or notice of voter registration or polling place information, or to a brochure mailed to a constituent in response to that constituent's inquiry concerning the needs of that constituent or questions raised by that constituent.

(c) No public service announcement or advertisement that is on behalf of any County administered program and contains the proper name, image, or voice of any elected County official shall be broadcast or aired on radio or television or printed in a commercial newspaper or commercial magazine at any time on or after the date that the elected County official files nominating papers for any elected office, and for any time thereafter that the elected County official remains a candidate for any office.

(d) The proper name or image of any elected official may not appear on any:

(1) Bumper stickers;

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (2) Commercial billboards;
- (3) Lapel pins or buttons;
- (4) Magnets; or
- (5) Stickers, if designed, paid for, produced, and/or distributed with public funds.

### **Sec. 2-587. Ethics Education Seminar.**

(a) Each elected official, members of each elected official's personal staff, each employee holding a senior administrative service position with the County, and each board or commission appointee, upon due notice, shall attend an ethics education seminar offered on a regular basis by the Board of Ethics within 120 days of the effective date of this amendatory ordinance or within 120 days of becoming an elected official, becoming a member of an elected official's personal staff, becoming a board or commission appointee or holding a senior administrative service position with the County (or as soon thereafter as an ethics education seminar is offered by the Board of Ethics) and every four years thereafter. The seminar shall educate persons as to their duties and responsibilities under this article.

(b) The Board of Ethics shall define "senior administrative service position" by rule.

### **Sec. 2-588. Identity protection policy.**

(a) *Prohibited activities.* No officer or employee of the County shall do any of the following:

- (1) Publicly post or publicly display in any manner an individual's social security number;
- (2) Print an individual's social security on any card required for the individual to access products or services provided by the person or entity;
- (3) Require an individual to transmit his or her social security number over the internet, unless the connection is secure or the social security number is encrypted;
- (4) Print an individual's social security number on any materials that are mailed to the individual, through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless State or Federal law requires the social security number to be on the document to be mailed. A social security number that may be permissibly mailed under this section may not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope or be visible on an envelope without the envelope having been opened;
- (5) Collect, use or disclose a social security number from an individual, unless

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(i) required to do so under State or Federal law, rules or regulations, or the collection, use or disclosure of the social security number is absolutely necessary for the performance of that agency's duties and responsibilities; (ii) the need and purpose for the social security number is documented before collection of the social security number; and (iii) the social security number collected is relevant to the documented need and purpose;

(6) Require an individual to use his or her social security number to access an internet website;

(7) Use the social security number for any purpose other than the purpose for which it was collected.

(b) *Exceptions.* The prohibitions in subsection (a) do not apply in the following circumstances:

(1) The disclosure of social security numbers to agents, employees, contractors or subcontractors of the County or disclosure to another governmental entity or its agents, employees, contractors or subcontractors if disclosure is absolutely necessary in order for the entity to perform its duties and responsibilities;

(2) The disclosure of social security numbers pursuant to a court order, warrant or subpoena;

(3) The collection, use or disclosure of social security numbers if it is absolutely necessary in order to ensure the safety of County employees, persons committed to correctional facilities, local jails and other law enforcement facilities or retention centers; and all persons working in or visiting a County facility;

(4) The collection, use or disclosure of social security numbers if it is absolutely necessary for internal verification or administrative purposes;

(5) The collection or use of social security numbers to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit such as a pension benefit or an unclaimed property benefit.

(c) *Conflicts.* Any standards of the County for the collection, use or disclosure of social security numbers that are stricter than the standards under this policy with respect to the protection of those social security numbers shall control in the event of any conflict with the provisions of this policy.

(d) *Public Inspection and Copying of Documents.* Notwithstanding any other provision of this policy to the contrary, all officers of the County must comply with the provisions of any other State law with respect to allowing the public inspection and copying of information or documents containing all or any portion of an individual's social security

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

number. All officers and employees of the County must redact social security numbers from the information or documents before allowing the public inspection or copying of the information or documents.

(e) *Applicability.*

- (1) This policy does not apply to the collection, use or disclosure of a social security number as required by State or Federal law, rule or regulation.
- (2) This policy does not apply to documents that are required to be open to the public under any State or Federal law, rule or regulation, applicable case law, Supreme Court Rule, or the Constitution of the State of Illinois.

(f) *Compliance with Federal Law.* If a Federal law takes effect requiring any Federal agency to establish a national unique patient health identifier program, the County shall follow that law.

(g) *Embedded Social Security Numbers.* No officer or employee of the County may encode or embed a social security number in or on a card or document including, but not limited to, using a bar code, chip, magnetic strip, RFID technology, or other technology, in place of removing the social security number as required by this policy.

(h) *Identity Protection Requirements.* In accordance with the requirements of the Identity Protection Act, 5 ILCS 179/1 et seq.

- (1) All officers, employees, and agents of the County identified as having access to social security numbers in the course of performing their duties shall be trained to protect the confidentiality of social security numbers. Training shall include instructions on the proper handling of information that contains social security numbers from the time of collection to the time of destruction of such information.
- (2) Only employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or documents.
- (3) Social security numbers requested from an individual in permissible circumstances shall be provided in a manner that makes the social security number easily redacted if required to be released as part of a public records request.
- (4) When collecting a social security number in permissible circumstances or upon request by the individual, a statement of the purpose(s) for which the County is collecting and using the social security number shall be provided.
- (5) The County shall advise its employees of the existence of this policy and make a copy of the policy available to each employee, and shall also make this privacy policy available to any member of the public upon request. If the County amends this privacy policy, then the County shall also advise its employees of the existence of the amended policy and make a copy of the amended policy available to each employee.

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

(i) *Implementation.* All County agencies shall adopt procedures to come into compliance with this policy by the effective date of this Ordinance.

(j) *Violation.* Any person who intentionally violates the prohibitions in Subsection (a) of this policy is guilty of a Class B misdemeanor. Suspected violations shall be reported to the Board of Ethics or the Office of the Independent Inspector General as soon as practicable, and they will refer violations to the State's Attorney when appropriate for prosecution.

(k) *Supersede.* This policy does not supersede any more restrictive law, rule or regulation regarding the collection, use or disclosure of social security numbers. However, all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.

Effective Date: The Ordinance Amendments shall be effective upon passage.

**\*Referred to the Legislation and Intergovernmental Relations Committee on 05-14-12.**

**Commissioner Garcia, seconded by Commissioner Silvestri, moved the Approval of Communication No. 318086. The motion carried.**

Leave was granted to add all Commissioners as Sponsors.

**12-O-38  
ORDINANCE**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT  
AND JESUS G. GARCIA, GREGG GOSLIN AND JOHN P. DALEY**

**COUNTY COMMISSIONERS**

**NOW, THEREFORE, BE IT ORDAINED**, by the Board of Commissioners of Cook County that Part 1, Chapter 2, Article VII, Division 2, Subdivision I, Sections 2-560 through 2-562 shall be amended as follows:

**Sec. 2-560. Short title.**

This division shall be known and may be cited as the "Cook County Ethics Ordinance."

**Sec. 2-561. Definitions.**

The following words, terms and phrases, when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Absolutely necessary* means that another means of identification, such as employee identification number, cannot be substituted for the social security number without frustrating the purpose of the request.



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

*Agency* means the County Board, any committee or other subdivision thereof, any County department or other administrative unit, commission, board or other division of the government of the County.

*Board or Commission Appointee* means all individuals appointed by the President to any Boards or Commissions created by State Statute or County Ordinance that require the approval, confirmation or advice and consent of the County Board.

*Board or Commission* means any Board or Commission created under County Ordinance or State Statute whose members are appointed by the President subject to the approval, confirmation or advice and consent of the County Board.

~~Board~~ or *Board of Ethics* means the County Board of Ethics, as defined in Section 2-591.

*Campaign for elective office* means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any Federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities:

- (1) Relating to the support or opposition of any executive, legislative, or administrative action;
- (2) Relating to collective bargaining; or
- (3) That is otherwise in furtherance of the person's official duties.

*Candidate* means any person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at either a general primary election or general election or who has raised or expended money in pursuit of elected office.

*Collective bargaining* has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 5/1-3).

*Compensated time* means any time worked by or credited to an employee that counts toward any minimum work time requirement imposed as a condition of employment but does not include any designated holidays or any period when the employee is on a leave of absence.

*Compensation* means money, thing of value or other pecuniary benefit received or to be received in return for, or as reimbursement for, services rendered or to be rendered.

*Compensatory time off* means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of employment.

*Contract management authority* means personal involvement in or direct supervisory responsibility for the formation or execution of a County contract, including without limitation the preparation of specifications, evaluation of bids or proposals, negotiation of contract terms or supervision of performance.

*Contribution* has the same meaning as that term is defined in Section 9-1.4 of the Election Code

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(10 ILCS 5/9-1.4).

*County* means the County and all government agencies of the County.

*Economic interest* means any interest valued or capable of valuation in monetary terms; provided that economic interest is subject to the same exclusion as financial interest.

*Employee* means an individual employed by the County whether part-time or full-time or by a contract of employment. The term "employee" shall include individuals employed by County Officers as referenced in Article VII, Section 4 of the Illinois Constitution. The term "employee" shall not include judges of election.

*Financial interest* means any of the following:

- (1) Any interest as a result of which the owner currently received or is entitled to receive in the future more than \$2,500.00 per year.
- (2) Any interest with a cost or present value of \$5,000.00 or more.
- (3) Any interest representing more than ten percent of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust, or any legal entity organized for profit; provided, however, the term "financial interest" shall not include any of the following:
  - a. Any ownership through purchase at fair market value of inheritance of less than one percent of the shares of a corporation, or any value of or dividends of such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934 (15 U.S.C. § 78a et seq.);
  - b. The authorized compensation paid to an official or employee for his or her office or employment, or the authorized compensation paid to a board or commission appointee for his or her office or employment;
  - c. Any economic benefit provided equally to all residents of the County;
  - d. A time or demand deposit in a financial institution;
  - e. An endowment or insurance policy or annuity contract purchased from an insurance company;
  - f. Any accrued pension rights in the County fund; or
  - g. With respect to a mutual fund, the individual securities of other instruments owned by the mutual fund.

*Gift* means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an official, board or commission appointee or employee.

*Leave of absence* means any period during which an employee does not receive compensation for

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

employment, service credit towards pension benefits, and health insurance benefits paid for by the employer.

*Legislative action* means the introduction, sponsorship, consideration, debate, amendment, passage, defeat, approval, veto or other official action or nonaction on any ordinance, resolution, motion, order, appointment, application or other matter pending or proposed in the County Board or any committee or subcommittee thereof.

*Official* means any elected County official or appointed official, regardless of whether the official is compensated. ~~or any appointed nonemployee member of any agency of the County.~~

*Person* means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

*Political activity* means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities relating to the support or opposition of any executive, legislative or administrative action; relating to collective bargaining; or that are otherwise in furtherance of the person's official duties.

*Political fundraising committee* means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any election, receives or expends money or anything of value or transfers money or anything of value to any other fund, political party, candidate,

organization, political action committee, or other entity.

*Political organization* means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county clerk under Section 9.3 of the Election Code (10 ILCS 5/9-3), but only with regard to those activities that require filing with the State Board of Elections or a county clerk.

*Prohibited political activity* means:

- (1) Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
- (2) Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fund-raiser, political meeting, or other political event.
- (3) Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
- (4) Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- (5) Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (6) Assisting at the polls on Election Day on behalf of any political organization or candidate for elective office or for or against any referendum question.
- (7) Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum questions or helping in an effort to get voters to the polls.
- (8) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
- (9) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
- (10) Preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective office or on behalf of a political organization for political purposes.
- (11) Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
- (12) Campaigning for any elective office or for or against any referendum question.
- (13) Managing or working on a campaign for elective office or for or against any referendum question.
- (14) Serving as a delegate, alternate, or proxy to a political party convention.
- (15) Participating in any recount or challenge to the outcome of any election.

*Prohibited source* means any person or entity who:

- (1) Is seeking official action:
  - a. By the official, board or commission appointee; or
  - b. In the case of an employee, by the employee or by the official, County agency, board or commission or other employee directing the employee.
- (2) Does business or seeks to do business:
  - a. With the official, board or commission appointee; or
  - b. In the case of an employee, with the employee or with the official, County agency, board or commission or other employee directing the employee.
- (3) Conducts activities regulated:
  - a. By the official, board or commission appointee; or
  - b. In the case of an employee, by the official, County agency, board or commission or other employee directing the employee.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (4) Has interests that may be substantially affected by the performance or nonperformance of the official duties of the official, board or commission appointee or employee; or
- (5) Is registered or required to be registered with the County pursuant to the Cook County Lobbyist Ordinance, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its members or serves on its board of directors.

*Publicly post* or *publicly display* means to intentionally communicate or otherwise intentionally make available to the general public.

*Single candidacy* means the time period during which a candidate is seeking office with primary election and general election being separate candidacies.

*Statement* means the disclosure of economic interest form required to be filed by the Illinois Governmental Ethics Act (5 ILCS 420/4A-101 et seq.).

### **Sec. 2-562. Applicability.**

This Ordinance shall apply to all officials, board or commission appointees and employees of Cook County, as defined in Sec. 2-561. Board or commission appointees must agree to adhere to the Cook County Ethics Ordinance in order to be eligible for appointment to any board or commission as defined in Sec. 2-561.

**Secs. 2-563 - 2-570. - Reserved.**

**BE IT FURTHER ORDAINED**, by the Board of Commissioners of Cook County that Part 1, Chapter 2, Article VII, Division 2, Subdivision II, Sections 2-571 through 2-588 shall be amended as follows:

### **Sec. 2-571. Fiduciary duty.**

Officials and employees shall at all times in the performance of their public duties owe a fiduciary duty to the County. Board or commission appointees appointed under County Ordinance owe a fiduciary duty to the County in the performance of their public duties and appointed board or commission appointees appointed under State Statute owe a fiduciary duty to the members of the public for which they have been appointed to serve.

### **Sec. 2-572. Improper influence.**

(a) No official or employee shall make, participate in making or in any way attempt to use their official position to influence any County governmental decision or action in which the official or employee knows, has reason to know or should know that the official or employee has any economic interest distinguishable from that of the general public of the County.

(b) No official or employee shall make, participate in making or in any way attempt to use their official position to influence any County governmental decision or action, including decisions or actions on any Cook County Board Agenda Item, in exchange for or in consideration of the employment of said official's or employee's relatives, domestic partner or civil union partner by any other official or employee.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(c) No board or commission appointee shall make, participate in making or in any way attempt to use his or her official position to influence any decision or action by the Board or Commission to which they are appointed in which the board or commission appointee knows, has reason to know or should know that the board or commission appointee has any economic interest distinguishable from that of the general public served by the board or commission to which they are appointed.

### **Sec. 2-573. Dual employment.**

(a) No official or employee shall accept other employment which will impair his or her independence of judgment in the exercise of official duties.

(b) No official or employee shall accept other employment which will impair his or her ability to perform County duties and responsibilities.

### **Sec. 2-574. Receiving and soliciting gifts and favors.**

(a) *Gift ban.* Except as otherwise provided in this division, no official, board or commission appointee or employee shall intentionally solicit or accept any gift from any prohibited source or in violation of any Federal or State statute, rule, or regulation or any County ordinance, rule or regulation. This ban applies to and includes spouses of and immediate family living with the official, board or commission appointee or employee. No prohibited source shall intentionally offer or make a gift that violates this section.

(b) *Exceptions.* The restriction in Subsection (a) of this section does not apply to the following:

- (1) *Opportunities, benefits, and services.* Opportunities, benefits, and services that is available on the same conditions as for the general public.
- (2) *Market value paid.* Anything for which the official, board or commission appointee or employee or his or her spouse or immediate family member living with him or her pays the market value.
- (3) *Lawful contribution, fundraising event.* Any contribution that is lawfully made under the Election Code or under this article or activities associated with a fundraising event in support of a political organization or candidate.
- (4) *Educational materials and missions.* This exception may be further defined by rules adopted by the Board of Ethics.
- (5) *Travel expenses for a meeting to discuss County or Board or Commission business.* This exception may be further defined by rules adopted by the Board of Ethics.
- (6) *Gift from relative.* A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (7) *Gift on basis of personal friendship.* Anything provided by an individual on the basis of a personal friendship unless the official or employee has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the official, board or commission appointee or employee and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the official, board or commission appointee or employee shall consider the circumstances under which the gift was offered, such as:
- a. The history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals;
  - b. Whether to the actual knowledge of the official, board or commission appointee or employee the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and
  - c. Whether to the actual knowledge of the official, board or commission appointee or employee the individual who gave the gift also at the same time gave the same or similar gifts to other officials or employees or their spouses or immediate family members living with them.
- (8) *Food or refreshments not exceeding \$75.00 per person.* Food or refreshments not exceeding \$75.00 per person in value on a single calendar day; provided that the food or refreshments are consumed on the premises from which they were purchased or prepared or catered. For purposes of this subsection, the term "catered" means food or refreshments that are purchased ready to eat and delivered by any means.
- (9) *Food, refreshments, lodging, transportation, etc., from outside employment.* Food, refreshments, lodging, transportation, and other benefits resulting from the outside business or employment activities (or outside activities that are not connected to the duties of the official, board or commission appointee or employee as an office holder or employee) of the official, board or commission appointee or employee, or the spouse of the official, board or commission appointee or employee, if the benefits have not been offered or enhanced because of the official position or employment of the official, board or commission appointee or employee, and are customarily provided to others in similar circumstances.
- (10) *Intra-governmental and inter-governmental gifts.* For the purpose of this article "intra-governmental gift" means any gift given to an official or employee of a County agency or board or commission appointee from another official or employee of the same County agency or board or commission; and "inter-governmental gift" means any gift given to an official, board or commission appointee or employee of a County agency or department by an official, board or commission appointee or employee of another County agency or department, of a State of Illinois agency, of a Federal agency, or of any governmental entity.
- (11) *Bequests.* Bequests, inheritances, and other transfers at death.
- (12) *Items valued at less than \$100.00.* Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.00.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Each of the exceptions listed in this subsection is mutually exclusive and independent of one another.

(c) An official, board or commission appointee or employee does not violate this article if the official, board or commission appointee or employee promptly takes reasonable action to return the prohibited gift to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

(d) Gifts which have a value of greater than \$100.00 (or a series of gifts with an aggregate value of greater than \$100.00 from one prohibited source during any 12-month period) received by any official, board or commission appointee or employee from a prohibited source shall be disclosed to the Board of Ethics by the recipient within ten business days of receipt. The disclosure shall include the name and government title of the recipient; the name, address, occupation and employer of the donor; a description of the gift and its value; and the intended use or disposition of the gift.

(e) Any and all gifts having a value greater than \$100.00 and received by an official, board or commission appointee or employee for participating in speaking engagements, lectures, debates or organized discussion forums arising out of his or her County employment shall be disclosed to the Board of Ethics within ten business days of receipt.

**Sec. 2-575. Reserved.**

**Sec. 2-576. County-owned property.**

No official, board or commission appointee or employee shall engage in or permit the unauthorized use of ~~County-owned or County-leased~~ property that is owned or leased by the County or the Board or Commission to which they are appointed. ~~County-owned and County-leased~~ Such property shall only be used for official County or Board or Commission business.

**Sec. 2-577. Use or disclosure of confidential information.**

No official, board or commission appointee or employee shall use or disclose, other than:

- (1) In the performance of his or her official duties;
- (2) As may be required by law; or
- (3) As permitted in Section 2-584, confidential information gained in the course of or by reason of his position or employment. For purposes of this subsection, the term "confidential information" means any information that may not be obtained pursuant to the Illinois Freedom of Information Act, as amended.

**Sec. 2-578. Conflicts of interest.**

(a) No official or employee shall make, or participate in making, any County governmental decision and no board or commission appointee shall make, or participate in making, any board or commission decision with respect to any matter in which the official, board or commission appointee or employee, or the spouse, or dependent, domestic partner or civil union partner of the official or employee, has any economic interest distinguishable from that of the general public. For purposes of this section, the term "dependent" shall have the same meaning as provided in the U.S. Internal Revenue Code, as



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

amended.

(b) Any employee who has a conflict of interest as described by Subsection (a) of this section shall advise his or her supervisor of the conflict or potential conflict. The immediate supervisor shall either:

- (1) Assign the matter to another employee; or
- (2) Require the employee to eliminate the economic interest giving rise to the conflict and only thereafter shall the employee continue to participate in the matter.

(c) Any official, board or commission appointee or employee who has a conflict of interest as described by Subsection (a) of this section shall disclose the conflict of interest in writing the nature and extent of the interest to the Cook County Board of Ethics as soon as the employee, board or commission appointee or official becomes aware of such conflict and shall not take any action or make any decisions regarding that particular matter. A Cook County Board Commissioner shall publicly disclose the nature and interest of such interest on the report of proceedings of the Cook County Board of Commissioners, and shall also notify the Cook County Board of Ethics of such interest within 72 hours of introduction of any ordinance, resolution, contract, order or other matter before the Cook County Board of Commissioners, or as soon thereafter as the Commissioner is or should be aware of such conflict of interest. The Board of Ethics shall make all disclosures available for public inspection and copying immediately upon request.

### **Sec. 2-579. Representation of other persons.**

(a) No elected official or employee may represent, or have an economic interest in the representation of any person other than the County in a formal or informal proceeding or transaction before any County agency in which the agency's action or nonaction is of a nonministerial nature and no board or commission appointee may represent, or have an economic interest in the representation of any person other than the board or commission in a formal or informal proceeding or transaction before said board or commission to which the board or commission appointee is a party in which the board or commission's action or nonaction is of a nonministerial nature.

(b) No elected official or employee may have an economic interest in the representation of any person in any judicial or quasi-judicial proceeding before any administrative agency or court in which the County is a party and that person's interest is directly adverse to that of the County and no board or commission appointee may have an economic interest in the representation of any person in any judicial or quasi-judicial proceeding before any administrative agency or court in which said board or commission to which the board or commission appointee is a party and that person's interest is directly adverse to that of the board or commission.

(c) No appointed official may represent any person in the circumstances described in Subsection (a) or (b) of this section unless the matter is wholly unrelated to the appointed official's County duties and responsibilities and no board or commission appointee may represent any person in the circumstances described in Subsection (a) or (b) of this section unless the matter is wholly unrelated to the board or commission appointee's duties and responsibilities.

(d) For purposes of this section, the term "economic interest" shall not include the interest of the spouse, domestic partner or civil union partner of an official, board or commission appointee or employee which interest is related to the independent occupation, profession or employment of the spouse.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

### **Sec. 2-580. Post-employment restrictions.**

(a) No former official or employee shall assist or represent any person other than the County in any judicial or administrative proceeding involving the County if the official or employee was counsel of record or participated personally and substantially in the proceeding during his or her term of office or employment.

(b) No former official or employee shall assist or represent any person in any business transaction involving the County, if the official or employee participated personally and substantially in that transaction during his or her term of office or employment.

(c) No former official or employee may, for a period of one year after the termination of his or her term of office or employment, knowingly accept employment or receive compensation or fees for services from an employer if the employee or official, during the year immediately preceding termination of County employment and on behalf of the County, participated personally and substantially in the decision to award County contracts with a cumulative value of over \$25,000.00 to the person or entity, or its parent or subsidiary.

(d) No former official or employee may, for a period of one year after the termination of his or her term of office or employment, knowingly and for compensation lobby any County official or employee on behalf of any other entity.

(e) The requirements of this section shall not be waived by the Board of Ethics.

(f) This section applies only to persons who terminate an affected position on or after the effective date of this article.

### **Sec. 2-581. Interest in County business or Board or Commission business.**

(a) No elected official or employee shall have a financial interest in his or her own name or in the name of any other person in any contract, work or business of the County, or in the case of a board or commission appointee in any contract, work or business of the board or commission to which they are appointed or that which the board or commission approves. No elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid with funds belonging to or administered by the County, or in the case of a board or commission appointee in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid with funds belonging to or administered by the board or commission to which they are appointed. Compensation for property taken pursuant to the County's eminent domain power shall not constitute a financial interest within the meaning of this section. Unless sold pursuant to a process of competitive bidding following public notice, no elected official or employee shall have a financial interest in the purchase of any property that:

- (1) Belongs to the County;
- (2) Is sold for taxes or assessments; or
- (3) Is sold by virtue of legal process at the suit of the County.

(b) No appointed official shall engage in a transaction described in Subsection (a) of this

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

section unless the matter is wholly unrelated to the appointed official's County duties and responsibilities and no board or commission appointee shall engage in a transaction described in Subsection (a) of this section unless the matter is wholly unrelated to the board or commission appointee's board or commission duties and responsibilities.

(c) For purposes of this section, the term "financial interest" shall not include the interest of the spouse, domestic partner, or civil union partner of an official or employee which interest is related to the independent occupation, profession or employment of the spouse.

### **Sec. 2-582. Employment of relatives.**

(a) No official, board or commission appointee or employee shall participate in a hiring decision, or shall employ or advocate for employment, in any agency over which such official, board or commission appointee or employee either serves or over which he or she exercises authority, supervision or control, any person who is a relative or domestic partner of said official or employee, or in exchange for or in consideration of the employment of any said official's or employee's relatives or domestic partners, by any other official, board or commission appointee or employee.

(b) No official or employee, on behalf of any County agency, shall participate in a decision whether to contract with any person with whom or in which the official or employee knows that a relative, domestic partner or civil union partner of that official or employee has a financial interest. No official or employee shall exercise contract management authority where any relative or domestic partner of the official or employee is employed by or has contracts with persons doing County work over which the County official or employee has or exercises contract management authority. No board or commission appointee, on behalf of the board or commission to which they are appointed, shall participate in a decision whether to contract with any person with whom or in which the board or commission appointee knows that a relative, domestic partner or civil union partner of that board or commission appointee has a financial interest. No board or commission appointee shall exercise contract management authority where any relative or domestic partner of the board or commission appointee is employed by or has contracts with persons doing board or commission work over which the board or commission appointee has or exercises contract management authority.

(c) Any person or persons doing business with the County shall be required, upon execution of a contract with the County of Cook, to disclose to the Board of Ethics, the existence of familial relationships they may have with all persons, as defined in subsection (e), holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook. In the event that a business entity is contracted to do business with the County of Cook, the disclosure shall apply to the following persons who are employed by the business entity or who were employed by the business entity during the 12-month period immediately preceding the date of the contract:

- (1) All persons who are designated as the entity's board of directors;
- (2) All officers of the business entity;
- (3) All persons who are responsible for the general administration of the entity;
- (4) All agents who are duly authorized to execute documents on behalf of the business entity;
- (5) All employees who are directly engaged in contractual work with the County on behalf of the business entity.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(d) For purposes of Subsection (c), doing business means any one or any combination of leases, contracts or purchases to or with the County or any County agency in excess of \$25,000.00 in any calendar year.

(e) All persons registered as a lobbyist with the County of Cook shall be required, upon filing with the Cook County Clerk, to disclose to the Board of Ethics the existence of familial relationships they may have with all persons, as defined in Subsection (f), holding elective office in the State of Illinois, the County of Cook, or in any municipality in the County of Cook.

(f) For purposes of this section, relative or familial relationship shall mean a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption: domestic partner, civil union partner, parent, child, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.

(g) The disclosure required by this section shall be filed by January 1 of each calendar year or within 30 days of the execution of any contract or lease.

(h) Any person or business entity who is doing business with the county in accordance with Subsection (d), at the time this ordinance is passed shall be required to file such disclosure no later than 60 days after the effective date of this section.

(i) In addition to other penalties provided in this division, any person filing a late disclosure statement under this section shall be assessed a late filing fee as set out in Section 32-1 per day the disclosure is late, payable to the Cook County Board of Ethics upon filing. Any person filing a late disclosure statement after January 31 shall be subject to a penalty of \$100.00 per day after January 31 that the disclosure is late, payable to the Cook County Board of Ethics upon filing.

(j) In addition to the penalties provided for in subsection (h) of this section, any person or business entity convicted of a violation of any provision of this division is prohibited for a period of three years from the date of the conviction from engaging, directly or indirectly, in any business with the County of Cook. Any person or business entity who is found guilty of knowingly or willfully filing a false, misleading or incomplete disclosure shall be prohibited for a period of three years from the date of the conviction from engaging, directly or indirectly, in any business with the County of Cook.

(k) The Cook County Board of Ethics is hereby authorized to promulgate rules and procedures for the reporting and enforcement of this section, including the designation of a disclosure form to be used by all persons required to file under this section.

### **Sec. 2-583. Political activity.**

(a) No official, board or commission appointee or employee shall compel, coerce or intimidate any County official or employee to make or refrain from making any political contribution. No official, board or commission appointee shall directly solicit any political contribution from his or her employees, the spouses, domestic partners or civil union partners of or immediate family living with his or her employees. Nothing in this subsection shall be construed to prevent any official, board or commission appointee or employee from voluntarily making a contribution or from receiving a voluntary contribution.

(b) No employee with contract management authority shall serve on the political fund-raising committee of any elected official or candidate for County office.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(c) County employees shall not intentionally perform any prohibited political activity during any compensated time (other than vacation, personal, or compensatory time off). County employees or officials shall not intentionally misappropriate any County property or resources by engaging in any prohibited political activity for the benefit of any campaign for elective office or any political organization.

(d) At no time shall any official or employee intentionally misappropriate the services of any County employee and at no time shall any board or commission appointee misappropriate the services of any board or commission employee by requiring that employee to perform any prohibited political activity:

- (1) As part of that employee's County duties or in the case of a board or commission, as part of that employee's board or commission duties;
- (2) As a condition of County employment or in the case of a board or commission, as a condition of board or commission employment; or
- (3) During any time off that is compensated by the County or board or commission (such as vacation, personal, or compensatory time off).

(e) A County employee or board or commission appointee shall not be required at any time to participate in any prohibited political activity in consideration for that employee being awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise.

(f) A County employee or board or commission appointee shall not be awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise, in consideration for the employee's participation in any prohibited political activity.

(g) Nothing in this section prohibits activities that are otherwise appropriate for a County employee or board or commission appointee to engage in ~~as a part of his or her official County employment duties or activities that are undertaken by an employee~~ on a voluntary basis as permitted by law.

### **Sec. 2-584. Whistleblower protection.**

(a) No complainant, or employee acting on behalf of a complainant, shall be discharged, threatened or otherwise discriminated against regarding compensation, terms, conditions, location or privileges of employment because:

- (1) The complainant or employee acting on behalf of the complainant reports or is about to report, verbally or in writing, a violation or suspected violation of this Ordinance; or
- (2) The complainant or employee acting on behalf of the complainant is requested to participate in an investigation, hearing or inquiry held pursuant to this Ordinance, or in any related court action.

(b) This section shall not apply to a complainant, or employee acting on behalf of a complainant, who knowingly makes a false report.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

### **Sec. 2-585. Limitations of contributions to candidates and elected officials.**

(a) No person shall make contributions exceeding the limits established by the Election Code, 10 ILCS 5/9-1 et seq., when making contributions to any of the following elected officials or candidates for such office: County Board President; Cook County Commissioner; Cook County State's Attorney; Cook County Clerk of the Circuit Court; Cook County Assessor; Cook County Treasurer; Cook County Board of Review Commissioner; Cook County Clerk; and Cook County Recorder of Deeds except as otherwise provided in Section 2-585

(b) No person who does business with the County or who has done business with the County within the preceding four years or is seeking to do business with the County or is a person required to register as a lobbyist with the County shall make contributions in an aggregate amount exceeding \$750.00:

- (1) To any candidate for County office or elected County official during a single candidacy; or
- (2) To any elected official of the government of the County during any nonelection year of his or her term.
- (3) To any local, state, or federal campaign committee that is controlled by, or established in support of, a candidate for County office or an elected County official.

The combined effect of these provisions is intended to permit total contribution up to, but not exceeding, \$1,500.00 in a year in which a candidacy occurs. A year, for purposes of this section, is from January 1 to December 31 of each year.

(c) For purposes of Subsection (b) of this section, an entity and its subsidiaries, parent company or otherwise affiliated companies, and any of their employees, officers, directors and partners who make a political contribution for which they are reimbursed by the entity or its affiliates shall be considered a single person. However, nothing in this provision shall be construed to prohibit such an employee, officer, director or partner from making a political contribution for which he is not reimbursed by a person with whom he or she is affiliated, even if that person has made the maximum contribution allowed under Subsection (b) of this section.

(d) Any contributions made under this section shall be reported as required by the Election Code, 10 ILCS 5/1-1 et seq.

(e) For purposes of Subsection (b) of this section, "done business" or "doing business" means any one or any combination of sales, purchases, leases or contracts to, from or with the County or any County agency in excess of \$10,000.00 in any 12 consecutive months or during the previous four years. "

(f) For purposes of Subsection (b) of this section, "seeking to do business" means taking action within the past six months to obtain a contract or business with the County when, if such action were successful, it would result in the person doing business with the County as defined in Subsection (e) of this section.

(g) Any firm, or its officers, directors or partners, contracted by the County to provide financial audits of county finances are prohibited from making campaign contributions to any county official or candidate for county office.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(h) Any firm, or its officers, directors or partners, contracted by the County to act as financial council, bond council, underwriter's council, legal counsel, or financial manager for the issuance of any bond is prohibited from making campaign contributions to any county official or candidate for county office.

(i) Any candidate for any county office or any current elected official in Cook County government shall return contributions found in excess of the limitations set forth in this section within 30 days of notification from the Board of Ethics. Failure to return contributions within 30 days shall be a violation of this section and subject to fines under Section 2-602(d).

### **Sec. 2-586. Newsletters, brochures, public service announcements, and promotional materials.**

(a) County funds and resources may not be used by any elected County official to print or pay for the printing of any newsletters or brochures during the period beginning January 1 of the year of a general primary election and ending the day after such general primary election and during a period beginning September 1 of the year of a general election and ending the day after such general election if the elected County official is a candidate in such primary or general election. A County elected official may not mail, during the period beginning January 1 of the year of a general primary election and ending the day after such general primary election and during a period beginning September 1 of the year of a general election and ending the day after such general election, any newsletters or brochures that were printed at any time using County funds or resources if the elected County official is a candidate in such primary or general election.

(b) This section shall not apply to any informational brochures that are solely related to and accompany any mailing of a property tax bill, notice of property tax assessment, or notice of voter registration or polling place information, or to a brochure mailed to a constituent in response to that constituent's inquiry concerning the needs of that constituent or questions raised by that constituent.

(c) No public service announcement or advertisement that is on behalf of any County administered program and contains the proper name, image, or voice of any elected County official shall be broadcast or aired on radio or television or printed in a commercial newspaper or commercial magazine at any time on or after the date that the elected County official files nominating papers for any elected office, and for any time thereafter that the elected County official remains a candidate for any office.

(d) The proper name or image of any elected official may not appear on any:

- (1) Bumper stickers;
- (2) Commercial billboards;
- (3) Lapel pins or buttons;
- (4) Magnets; or
- (5) Stickers, if designed, paid for, produced, and/or distributed with public funds.

### **Sec. 2-587. Ethics Education Seminar.**

(a) Each elected official, members of each elected official's personal staff, each employee

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

holding a senior administrative service position with the County, and each board or commission appointee, upon due notice, shall attend an ethics education seminar offered on a regular basis by the Board of Ethics within 120 days of the effective date of this amendatory ordinance or within 120 days of becoming an elected official, becoming a member of an elected official's personal staff, becoming a board or commission appointee or holding a senior administrative service position with the County (or as soon thereafter as an ethics education seminar is offered by the Board of Ethics) and every four years thereafter. The seminar shall educate persons as to their duties and responsibilities under this article.

- (b) The Board of Ethics shall define "senior administrative service position" by rule.

### **Sec. 2-588. Identity protection policy.**

- (a) *Prohibited activities.* No officer or employee of the County shall do any of the following:
  - (1) Publicly post or publicly display in any manner an individual's social security number;
  - (2) Print an individual's social security on any card required for the individual to access products or services provided by the person or entity;
  - (3) Require an individual to transmit his or her social security number over the internet, unless the connection is secure or the social security number is encrypted;
  - (4) Print an individual's social security number on any materials that are mailed to the individual, through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless State or Federal law requires the social security number to be on the document to be mailed. A social security number that may be permissibly mailed under this section may not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope or be visible on an envelope without the envelope having been opened;
  - (5) Collect, use or disclose a social security number from an individual, unless (i) required to do so under State or Federal law, rules or regulations, or the collection, use or disclosure of the social security number is absolutely necessary for the performance of that agency's duties and responsibilities; (ii) the need and purpose for the social security number is documented before collection of the social security number; and (iii) the social security number collected is relevant to the documented need and purpose;
  - (6) Require an individual to use his or her social security number to access an internet website;
  - (7) Use the social security number for any purpose other than the purpose for which it was collected.
- (b) *Exceptions.* The prohibitions in subsection (a) do not apply in the following circumstances:
  - (1) The disclosure of social security numbers to agents, employees, contractors or subcontractors of the County or disclosure to another governmental entity or its agents, employees, contractors or subcontractors if disclosure is absolutely necessary in order for the entity to perform its duties and responsibilities;



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

- (2) The disclosure of social security numbers pursuant to a court order, warrant or subpoena;
- (3) The collection, use or disclosure of social security numbers if it is absolutely necessary in order to ensure the safety of County employees, persons committed to correctional facilities, local jails and other law enforcement facilities or retention centers; and all persons working in or visiting a County facility;
- (4) The collection, use or disclosure of social security numbers if it is absolutely necessary for internal verification or administrative purposes;
- (5) The collection or use of social security numbers to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit such as a pension benefit or an unclaimed property benefit.

(c) *Conflicts.* Any standards of the County for the collection, use or disclosure of social security numbers that are stricter than the standards under this policy with respect to the protection of those social security numbers shall control in the event of any conflict with the provisions of this policy.

(d) *Public Inspection and Copying of Documents.* Notwithstanding any other provision of this policy to the contrary, all officers of the County must comply with the provisions of any other State law with respect to allowing the public inspection and copying of information or documents containing all or any portion of an individual's social security number. All officers and employees of the County must redact social security numbers from the information or documents before allowing the public inspection or copying of the information or documents.

(e) *Applicability.*

- (1) This policy does not apply to the collection, use or disclosure of a social security number as required by State or Federal law, rule or regulation.
- (2) This policy does not apply to documents that are required to be open to the public under any State or Federal law, rule or regulation, applicable case law, Supreme Court Rule, or the Constitution of the State of Illinois.

(f) *Compliance with Federal Law.* If a Federal law takes effect requiring any Federal agency to establish a national unique patient health identifier program, the County shall follow that law.

(g) *Embedded Social Security Numbers.* No officer or employee of the County may encode or embed a social security number in or on a card or document including, but not limited to, using a bar code, chip, magnetic strip, RFID technology, or other technology, in place of removing the social security number as required by this policy.

(h) *Identity Protection Requirements.* In accordance with the requirements of the Identity Protection Act, 5 ILCS 179/1 et seq.

- (1) All officers, employees, and agents of the County identified as having access to social security numbers in the course of performing their duties shall be trained to protect the confidentiality of social security numbers. Training shall include instructions on the

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

proper handling of information that contains social security numbers from the time of collection to the time of destruction of such information.

- (2) Only employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or documents.
- (3) Social security numbers requested from an individual in permissible circumstances shall be provided in a manner that makes the social security number easily redacted if required to be released as part of a public records request.
- (4) When collecting a social security number in permissible circumstances or upon request by the individual, a statement of the purpose(s) for which the County is collecting and using the social security number shall be provided.
- (5) The County shall advise its employees of the existence of this policy and make a copy of the policy available to each employee, and shall also make this privacy policy available to any member of the public upon request. If the County amends this privacy policy, then the County shall also advise its employees of the existence of the amended policy and make a copy of the amended policy available to each employee.
  - (i) *Implementation.* All County agencies shall adopt procedures to come into compliance with this policy by the effective date of this Ordinance.
  - (j) *Violation.* Any person who intentionally violates the prohibitions in Subsection (a) of this policy is guilty of a Class B misdemeanor. Suspected violations shall be reported to the Board of Ethics or the Office of the Independent Inspector General as soon as practicable, and they will refer violations to the State's Attorney when appropriate for prosecution.
  - (k) *Supersede.* This policy does not supersede any more restrictive law, rule or regulation regarding the collection, use or disclosure of social security numbers. However, all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.

Effective Date: The Ordinance Amendments shall be effective upon passage.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

318088 AN ORDINANCE AMENDMENT TO PART 1, CHAPTER 2, ARTICLE IV, DIVISION 5, SECTION 2-285.1 (PROPOSED ORDINANCE AMENDMENT). Submitting a proposed Ordinance Amendment sponsored by Gregg Goslin, County Commissioner.

### PROPOSED ORDINANCE AMENDMENT

**NOW THEREFORE BE IT ORDAINED**, by the Board of Commissioners of Cook County that Part 1, Chapter 2, Article IV, Division 5, Section 2-285.1 shall be created as follows:

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**DIVISION 5. - INSPECTOR GENERAL**

**Sec. 2-285.1 Board or Commission Appointees.**

Board or Commission Appointees, as defined in Section 2-561 of the Cook County Ethics Ordinance, are individuals appointed by the President to Boards or Commissions created by State Statute or County Ordinance that require such appointment subject to the approval, confirmation or advice and consent of the County Board. Board or Commission Appointees must agree to be subject to the OIIG Ordinance and investigation by the OIIG in order to be eligible for appointment to any board or commission. The OIIG Ordinance will apply to Board or Commission Appointees in the same manner, and will impose the same duties and obligations, as it does to Cook County officials.

**\*Referred to the Legislation and Intergovernmental Relations Committee on 05-14-12.**

**The above Communication No. 318988 was Withdrawn by Commissioner Goslin.**

318989 AMENDMENT TO THE LEGISLATIVE COUNSEL TO THE COOK COUNTY BOARD OF COMMISSIONERS (PROPOSED ORDINANCE AMENDMENT). Submitting a Proposed Ordinance Amendment sponsored by John A. Fritchey and Larry Suffredin, County Commissioners.

**PROPOSED ORDINANCE AMENDMENT**

**LEGISLATIVE COUNSEL TO THE COOK COUNTY BOARD OF COMMISSIONERS**

**WHEREAS**, during the FY2011 Budget deliberations, an amendment was introduced and approved by the Cook County Board to create two Legislative Counsel positions and one Administrative Support position; and

**WHEREAS**, the impetus for creating these positions was to assist the Board of Commissioners in creating, analyzing and when called upon, to opine on legislation created by a single or multiple members intended for presentation to the entire County Board; and

**WHEREAS**, said Legislative Counsel positions were to be completely independent of the Executive branch and of any other elected official, including the Office of the State's Attorney, in order to avoid a conflict of interest when reviewing or opining on legislation as well as to function on behalf of and exclusively in the best interest of the Cook County Board of Commissioners; and

**WHEREAS**, although the three Legislative Counsel positions created during the FY2011 were reduced to one during the FY2012 budget, the underlying need for the Legislative Counsel function persists; and

**WHEREAS**, despite the remaining Legislative Counsel position being fully funded, it has yet to be filled; and

**WHEREAS**, it is also prudent to establish the qualifications, mission and duties of said Legislative Counsel.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

**NOW, THEREFORE, BE IT ORDAINED**, by the Cook County Board of Commissioners that Chapter 50 Libraries, Article I, Legislative Reference Services, of the Cook County Code is hereby amended as follows:

### **Sec. 50-1. Title.**

This article shall be known as the "Legislative Reference Services Act" and may be cited as such.

### **Sec. 50-2. Recitals.**

The President and the Board of Commissioners of the County of Cook find that all of the recitals contained in the preambles to this article are full, true and correct and do incorporate them into this article by this reference.

### **Sec. 50-3. Public purpose.**

It is hereby found, determined and declared that the purpose of this article is to assist the Board and President in the research and drafting of amendments, ordinances and resolutions for consideration before the Board; ensure that ordinances and resolutions prepared are accurate in form, structure and uniformity; maintain a legislative library and make certain that the County's Code is updated accurately.

### **Sec. 50-4. Director, staff and duties.**

(a) The President shall appoint the Legislative Reference Director who shall be responsible for assisting the Board and President in the research and drafting of amendments, ordinances and resolutions for consideration before the Board; ensure that ordinances and resolutions prepared are accurate in form, structure and uniformity; maintain a legislative library and make certain that the County's Code is updated accurately.

(b) The Legislative Reference Director shall serve under the Executive Law Librarian and have access to Cook County Law Library Research Assistants and Staff as needed and directed.

(c) The Executive Law Librarian shall provide assistance, materials and research materials as needed for use by the Legislative Reference Director.

(d) The Legislative Reference Director shall notify the Clerk of the Board that the ordinances and resolutions prepared are accurate in form, structure and uniformity.

### **Sec. 50-5. Legislative Counsel to the Board of Commissioners, qualifications, mission and duties.**

(a) The Legislative Counsel shall be appointed by the President of the Board of Commissioners with the advice and consent of the Board of Commissioners and shall serve until removed by the President with the advice and consent of the Board of Commissioners. In case of a vacancy in the office of the Legislative Counsel, the vacancy shall be filled in the manner set forth aforesaid.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

(b) The Legislative Counsel to the Board of Commissioners must be an attorney admitted to practice law in the State of Illinois and knowledgeable in some or all of the following: political science; parliamentary practice; legislative procedure; and the methods of research, statutory revision and legislative drafting.

(c) The mission of the Legislative Counsel to the Board of Commissioners is to assist the Board in the development of sound public policy, ensure the integrity of the legislative process, and preserve the legislative branch in its proper constitutional role in county government. The duties of the Legislative Counsel shall be as follows:

Provide legal and policy review of current law and proposed legislation.

Prepare legal opinions.

Provide legal advice and research.

Draft and review legislation.

(d) The Legislative Counsel shall have access to Cook County Law Library Research

Assistants and Staff as needed and directed.

(e) The Executive Law Librarian shall provide assistance, materials and research materials as needed for use by the Legislative Counsel.

### **Sec. 50-56. Confidentiality.**

Documents, research and ordinance material submitted to the Legislative Reference Director or the Legislative Counsel to the Board of Commissioners shall be confidential and publication shall not be issued without the consent of the requestor.

### **Sec. 50-67. Rules and regulations.**

The Legislative Reference Director shall promulgate rules and regulations to carry out the provisions of this Act.

### **Sec. 50-78. Effective date.**

This article shall take effect immediately upon passage.

**Effective Date:** This Ordinance Amendment shall be effective upon passage.

**\*Referred to the Legislation and Intergovernmental Relations Committee on 07-10-12.**

**The above Communication No. 318989 was Withdrawn by Commissioner Fritchey.**

**Commissioner Silvestri moved to adjourn the meeting, seconded by Commissioner Gorman. The motion carried and the meeting was adjourned.**

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

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Communication Number 318086  
Communication Number 318988  
Communication Number 318989

Approved  
Withdrawn  
Withdrawn

Respectfully submitted,

COMMITTEE ON LEGISLATION AND INTERGOVERNMENTAL RELATIONS

LARRY SUFFREDIN, Chairman

Attest: MATTHEW B. DeLEON, Secretary

---

Commissioner Suffredin, seconded by Commissioner Murphy, moved that the Report of the Committee on Legislation and Intergovernmental Relations be approved and adopted. **The motion carried unanimously.**

**REPORT OF THE COMMITTEE ON RULES AND ADMINISTRATION**

July 24, 2012

The Honorable,  
The Board of Commissioners of Cook County

**ATTENDANCE**

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

Absent: Commissioners Fritchey and Gainer (2)

Also Present: Patrick T. Driscoll, Jr. – Deputy State’s Attorney, Chief, Civil Actions Bureau.

Ladies and Gentlemen:

Your Committee on Rules and Administration of the Board of Commissioners of Cook County met pursuant to notice on Tuesday, July 24, 2012 at the hour of 9:45 A.M. in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois.

Your Committee has considered the following items and upon adoption of this report, the recommendations are as follows:

319154 COOK COUNTY CLERK, David Orr, presented in printed form a record of the Journal of the Proceedings of the Special Meeting held on Friday, June 15, 2012.

**Vice Chairman Gorman, seconded by Commissioner Silvestri, moved the approval of Communication No. 319154. The motion carried.**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

319155 COOK COUNTY CLERK, David Orr, presented in printed form a record of the Journal of the Proceedings held on Tuesday, June 19, 2012.

**Vice Chairman Gorman, seconded by Commissioner Silvestri, moved the approval of Communication No. 319155. The motion carried.**

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

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

Communication No. 319154	Approve
Communication No. 319155	Approve

Respectfully submitted,

COMMITTEE ON RULES AND ADMINISTRATION

LARRY SUFFREDIN, Chairman

ATTEST: MATTHEW B. DeLEON, Secretary

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

**OFFICE OF THE COUNTY COMPTROLLER**

**BILLS & CLAIMS REPORT**

Transmitting a Communication, dated July 1, 2012 from

RESHMA SONI, Interim County Comptroller

submitting the Bills and Claims Report for the period of June 28- July 12, 2012.

This report to be received and filed is to comply with the Amended Procurement Code Chapter 34-125 (k).

The Comptroller shall provide to the Board of Commissioners a report of all payments made pursuant to contracts for supplies, materials and equipment and for professional and managerial services for Cook County, including the separately elected Officials, which involve an expenditure of \$150,000.00 or more, within two (2) weeks of being made. Such reports shall include:

1. The name of the Vendor;
2. A brief description of the product or service provided;
3. The name of the Using Department and budgetary account from which the funds are being drawn; and
4. The contract number under which the payment is being made.

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

---

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

**DEPARTMENT OF CORRECTIONS**

**CONTRACT**

Transmitting a Communication, dated July 24, 2012 from

THOMAS J. DART, Sheriff of Cook County

by

ALEXIS A. HERRERA, Chief Financial Officer

and

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Progressive Industries, Inc., Chicago, Illinois, for Canvas deck shoes for male and female detainees at the Cook County Department of Corrections.

Reason: Competitive bidding procedures were followed in accordance with the Cook County Procurement Code. On May 10, 2012 bids were solicited for 12-45-205 for canvas deck shoes for male and female detainees at the Cook County Department of Corrections. Eight (8) bids were received.

Estimated Fiscal Impact: \$294,816.00 (FY 2012: \$49,136.00; FY 2013: \$147,408.00; and FY 2014: \$98,272.00). Contract period: Twenty-four (24) months with a two (2) one-year renewal options. (239-320 Account).

Approval of this item would commit Fiscal Year 2013 and 2014 funds.

The Procurement Officer concurs.

---

Commissioner Reyes, seconded by Commissioner Silvestri, moved that the Chief Procurement Officer be authorized to enter into the requested contract. **The motion carried unanimously.**

**BUREAU OF ECONOMIC DEVELOPMENT**

**CONTRACT**

Transmitting a Communication, dated July 17, 2012 from

HERMAN BREWER, Chief, Bureau of Economic Development

and

MARIA DE LOURDES COSS, Chief Procurement Officer



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with The Lombard Company, Alsip, Illinois, for the Oak Forest Hospital Renovation of New 'E' Building for ROC-Urgent Care Unit.

Requesting authorization for approval and execution of Cook County Procurement Contract No. 12-18-306 with The Lombard Company, Alsip, Illinois for the Oak Forest Hospital Renovation of New 'E' Building for ROC-Urgent Care Unit. Competitive bidding procedures were followed in accordance with Cook County Procurement Ordinance. The Lombard Company was the lowest responsive and responsible bidder and is recommended for the award. There are no cost savings for this project.

Reason: This project creates space for the relocation of Central Registration, Laboratory, and Diagnostic Imaging functions. Construction is to be completed while maintaining uninterrupted patient services in the Regional Outpatient Clinic located on the upper floors of the facility.

Estimated Fiscal Impact: \$ 3,170,000.00.

33000 Oak Forest Hospital

This item was included in the FY 2012 Capital Improvement Program approved by the Board of Commissioners on November 18, 2011.

Vendor has met the Minority and Women Business Enterprise Ordinance.

---

In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Silvestri, moved to suspend Section 2-107(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Murphy, seconded by Commissioner Butler, moved that request of the Chief of the Bureau of Economic Development be approved, as amended and that the Chief Procurement Officer be authorized to enter into the requested contract. **The motion carried unanimously.**

### DEPARTMENT OF FACILITIES MANAGEMENT

#### CONTRACTS

Transmitting a Communication, dated July 24, 2012 from

JAMES D'AMICO, Director, Department of Facilities Management  
and  
MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with RAE Products and Chemicals Corporation of Chicago, Illinois, for interior and exterior paint and paint accessories for the Facilities Management Department of Cook County.

Reason: The County seeks to leverage the procurement efforts of the City of Chicago through the use of a comparable government procurement reference agreement to provide interior and exterior paint and paint accessories.

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Estimated Fiscal Impact: \$281,250.00 (FY12 - \$75,000.00; and FY13 - \$206,250.00). Contract period: July 24, 2012 through October 13, 2013. (200-333 Account).

Approval of this item would commit Fiscal Year 2013 funds.

Vendor has met the Minority and Women Business Enterprise Ordinance.

---

In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Silvestri, moved to suspend Section 2-107(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Murphy, seconded by Commissioner Silvestri, moved that request of the Director of the Department of Facilities Management be approved, as amended and that the Chief Procurement Officer be authorized to enter into the requested contract. **The motion carried unanimously.**

\* \* \* \* \*

Transmitting a Communication, dated July 24, 2012 from

JAMES D'AMICO, Director, Department of Facilities Management  
and  
MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Evergreen Supply Company, Chicago, Illinois for wiring device supplies for Facilities Management Department of Cook County.

Reason: Competitive bidding procedures were followed in accordance with the Cook County Procurement Code. On May 11, 2012 bids were solicited for 11-84-2792 for wiring and device supplies. One bid was received. The wiring device supplies will be used by the Cook County Department of Facilities Management.

Estimated Fiscal Impact: \$176,845.30 (FY12 - \$29,474.20; FY13 - \$88,422.60; and FY14 -\$58,948.50). Contract period: July 24, 2012 through July 23, 2014 (Twenty-four months with three additional 1-year renewal options). (200 - 333 account)

Approval of this item would commit Fiscal Years 2013 and 2014 funds.

Vendor has met the Minority and Women Business Enterprise Ordinance.

---

In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Silvestri, moved to suspend Section 2-107(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Murphy, seconded by Commissioner Silvestri, moved that request of the Director of the Department of Facilities Management be approved, as amended and that the Chief Procurement Officer be authorized to enter into the requested contract. **The motion carried unanimously.**

**SHERIFF'S DEPARTMENT OF FISCAL ADMINISTRATION AND SUPPORT SERVICES**

**GRANT AWARD ADDENDUM**

Transmitting a Communication, dated July 3, 2012 from

THOMAS J. DART, Sheriff of Cook County  
by  
ALEXIS A. HERRERA, Chief Financial Officer

requesting authorization to accept a grant extension from October 1, 2012 to May 31, 2013 from the US Department of Justice. This extension will provide additional time to provide programming for family-based prisoner substance abuse treatment.

The authorization to accept the original grant was given on March 1, 2011 by the Cook County Board of Commissioners in the amount of \$300,000.00.

Estimated Fiscal Impact: None. Funding period extension: October 1, 2012 through May 31, 2013.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

---

Commissioner Reyes, seconded by Commissioner Steele, moved that the request of the Chief Financial Officer be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

**CONTRACTS**

Transmitting a Communication, dated July 24, 2012 from

THOMAS J. DART, Sheriff of Cook County  
by  
ALEXIS A. HERRERA, Chief Financial Officer  
and  
MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Kurt F. Schmid, Chicago, Illinois, for consulting services as the High Intensity Drug Trafficking Area (HIDTA) Executive Director for the Cook County Sheriff's – Chicago HIDTA.

Reason: The Executive Board of the Chicago HIDTA is comprised of agency heads from the various federal, state and local law enforcement agencies participating in the HIDTA Program. The Executive Board is charged with selecting an individual to serve as the Executive Director. Due to Mr. Schmid's extensive law enforcement background and familiarity with the HIDTA Program, and having served as the National HIDTA Director with the Office of National Drug Control and Policy, he was selected by the Executive Board to serve as the Executive Director for this Program.

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Estimated Fiscal Impact: None. Grant funded amount: \$172,200.00 (FY 2012: \$57,400.00; and FY 2013: \$114,800.00). Contract period: Twelve (12) months with three (3) one-year renewal options. (655-260 Account).

The Procurement Officer concurs.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

---

Commissioner Reyes, seconded by Commissioner Silvestri, moved that the Chief Procurement Officer be authorized to enter into the requested contract. **The motion carried unanimously.**

\* \* \* \* \*

Transmitting a Communication, dated July 16, 2012 from

THOMAS J. DART, Sheriff of Cook County  
by  
ALEXIS A. HERRERA, Chief Financial Officer  
and  
MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with A Safe Haven, LLC, Chicago, Illinois, to provide housing and appropriate support services to eligible participants as referred and space availability for a minimum of eight (8) eligible participants of the Cook County Sheriff's Electronic Monitoring Program.

Reason: As of June 2, 2012, there were approximately 104 detainees who were eligible for release from the Cook County Department of Corrections into the Electronic Monitoring Program, but had no residence to accommodate the electronic monitoring equipment.

In an effort to reduce the population at the Cook County Department of Corrections and to provide rehabilitative services to qualifying detainees, the Cook County Sheriff's Office and the Cook County Justice Advisory Council have worked together to find suitable residency for these detainees. A Safe Haven, LLC was chosen because they could accommodate our security requirements and currently provide similar services to the Illinois Department of Corrections.

The funding for this contract will be paid ~~partially~~ by the Sheriff's Inmate Welfare Fund ~~and the Justice Advisory Council. The Sheriff's Inmate Welfare Fund will cover the approximate cost of room and board and the Justice Advisory Council will cover the cost of treatment services.~~ A Safe Haven, LLC will allow housing and appropriate support services for participants as referred and space availability for a minimum of eight (8) participants every day of the week.

The total cost per day per participant will be \$51.67.

Estimated Fiscal Impact: not to exceed \$62,850.00. Sheriff's Inmate Welfare Fund.

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Contract period: This contract will commence after execution by the Cook County Department of Corrections and A Safe Haven, LLC (Commencement Date) for a period of one (1) year and will automatically renew on the Commencement Date of each year unless one of the parties gives 30-days written prior notice of its intent to discontinue.

---

Commissioner Reyes, seconded by Commissioner Murphy, moved that the request of the Chief of the Bureau of Health Services be approved, as amended and that the Chief Procurement Officer be authorized to enter into the requested contract. **The motion carried unanimously.**

**CONTRACT ADDENDUM**

Transmitting a Communication, dated June 18, 2012 from

THOMAS J. DART, Sheriff of Cook County  
by  
ALEXIS A. HERRERA, Chief Financial Officer

requesting authorization for the Chief Procurement Officer to increase by \$1,060,000.00, Contract No. 10-41-59 with 3M Electronic Monitoring, Inc., Odessa, Florida, for electronic monitoring services.

Board approved amount 04-20-10:	\$4,502,092.50
Increase approved by the Chief Procurement Officer:	140,000.00
This increase requested:	<u>1,060,000.00</u>
Adjusted amount:	\$5,702,092.50

Reason: Due to the increase in the number of individuals being placed on electronic monitoring, it has become necessary to increase the contract with our existing vendor.

This increase will allow for the completion of the Request for Proposal (RFP) process to award a consolidated contract for electronic monitoring services. The expiration date of the current contract is April 30, 2013.

Estimated Fiscal Impact: \$1,060,000.00. (239-449 Account).

The Procurement Officer concurs.

---

Commissioner Reyes, seconded by Commissioner Silvestri, moved that the Chief Procurement Officer be authorized to increase the requested contract. **The motion carried unanimously.**

**RESOLUTIONS**

Transmitting a Communication, dated June 20, 2012 from

THOMAS J. DART, Sheriff of Cook County  
by  
ALEXIS A. HERRERA, Chief Financial Officer

requesting approval of the following resolution to update bank accounts authorized signatories for the Department of Corrections checking and/or savings accounts at Marquette Bank.

**12-R-326  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE**

**PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS**

**REQUESTING APPOINTMENT OF AN INTERIM CHIEF MEDICAL EXAMINER**

**WHEREAS**, the Cook County Board of Commissioners has the legal authority to authorize its departments and offices to open and maintain checking and savings accounts at various banks; and

**WHEREAS**, it is now necessary to update those persons who are authorized to be signatories on these checking and savings accounts.

**NOW, THEREFORE, BE IT RESOLVED**, that the checking and/or savings accounts at Marquette Bank for the following purposes, be updated for the Department of Corrections, Petty Cash Fund and Inmate Welfare Fund; and

**BE IT FURTHER RESOLVED**, that the following are the names of those persons who are authorized to sign checks on these checking and/or savings accounts and that the signatures of at least two (2) of these shall be required on each check:

1. Gary Hickerson
2. Sojourner Colbert
3. Martha Salazar
4. George Holly
5. Joycelyn Jackson

**BE IT FURTHER RESOLVED**, that the following persons heretofore shall be deleted as a signatory:

1. John Konrad

**BE IT FURTHER RESOLVED**, that the County Auditor be directed to audit the checking accounts of said institution at the close of each Fiscal Year or at anytime he/she sees fit, and to file report(s) thereon with the Cook County Board; and

**BE IT FURTHER RESOLVED**, that any funds on said checking or savings account for deposit with the County Treasurer shall be transmitted to the Cook County Comptroller with an itemization of collections and designation of the account in the Office of the Comptroller.

---

Commissioner Daley, seconded by Commissioner Sims, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

\* \* \* \* \*

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Transmitting a Communication, dated June 20, 2012 from

THOMAS J. DART, Sheriff of Cook County

by

ALEXIS A. HERRERA, Chief Financial Officer

requesting approval of the following resolution to update bank accounts authorized signatories for the Department of Corrections checking and/or savings accounts at Amalgamated Bank.

**12-R-327  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE**

**PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS**

**REQUESTING APPOINTMENT OF AN INTERIM CHIEF MEDICAL EXAMINER**

**WHEREAS**, the Cook County Board of Commissioners has the legal authority to authorize its departments and offices to open and maintain checking and savings accounts at various banks; and

**WHEREAS**, it is now necessary to update those persons who are authorized to be signatories on these checking and savings accounts.

**NOW, THEREFORE, BE IT RESOLVED**, that the checking and/or savings accounts at Amalgamated Bank for the following purposes, be updated for the Department of Corrections Jail Commissary Account; and

**BE IT FURTHER RESOLVED**, that the following are the names of those persons who are authorized to sign checks on these checking and/or savings accounts and that the signatures of at least two (2) of these shall be required on each check:

1. Gary Hickerson
2. Sojourner Colbert
3. Martha Salazar
4. George Holly
5. Joycelyn Jackson

**BE IT FURTHER RESOLVED**, that the following persons heretofore shall be deleted as a signatory:

1. John Konrad

**BE IT FURTHER RESOLVED**, that the County Auditor be directed to audit the checking accounts of said institution at the close of each Fiscal Year or at anytime he/she sees fit, and to file report(s) thereon with the Cook County Board; and

**BE IT FURTHER RESOLVED**, that any funds on said checking or savings account for deposit with the County Treasurer shall be transmitted to the Cook County Comptroller with an itemization of collections and designation of the account in the Office of the Comptroller.

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Commissioner Daley, seconded by Commissioner Sims, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

\* \* \* \* \*

Transmitting a Communication, dated June 20, 2012 from

THOMAS J. DART, Sheriff of Cook County

by

ALEXIS A. HERRERA, Chief Financial Officer

requesting approval of the following resolution to update bank accounts authorized signatories for the Department of Corrections checking and/or savings accounts at Fifth Third Bank.

**12-R-328  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE**

**PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS**

**REQUESTING APPOINTMENT OF AN INTERIM CHIEF MEDICAL EXAMINER**

**WHEREAS**, the Cook County Board of Commissioners has the legal authority to authorize its departments and offices to open and maintain checking and savings accounts at various banks; and

**WHEREAS**, it is now necessary to update those persons who are authorized to be signatories on these checking and savings accounts.

**NOW, THEREFORE, BE IT RESOLVED**, that the checking and/or savings accounts at Fifth Third Bank for the following purposes, be updated for the Department of Corrections Inmate Trust Fund Account; and

**BE IT FURTHER RESOLVED**, that the following are the names of those persons who are authorized to sign checks on these checking and/or savings accounts and that the signatures of at least two (2) of these shall be required on each check:

1. Gary Hickerson
2. Sojourner Colbert
3. Martha Salazar
4. George Holly
5. Joycelyn Jackson

**BE IT FURTHER RESOLVED**, that the following persons heretofore shall be deleted as a signatory:

1. John Konrad



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

**BE IT FURTHER RESOLVED**, that the County Auditor be directed to audit the checking accounts of said institution at the close of each Fiscal Year or at anytime he/she sees fit, and to file report(s) thereon with the Cook County Board; and

**BE IT FURTHER RESOLVED**, that any funds on said checking or savings account for deposit with the County Treasurer shall be transmitted to the Cook County Comptroller with an itemization of collections and designation of the account in the Office of the Comptroller.

---

Commissioner Daley, seconded by Commissioner Sims, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

### COOK COUNTY HEALTH & HOSPITALS SYSTEM

#### INTERGOVERNMENTAL AGREEMENT AMENDMENT

**The following item was deferred at the July 10, 2012 Board Meeting:**

Transmitting a Communication from

RAM RAJU, MD, MBA, FACHE, FACS, Chief Executive Officer,  
Cook County Health & Hospitals System

requesting approval of "Amendment 2 to the Intergovernmental Agreement between the Cook County Health & Hospitals System, Cook County Board of Commissioners, and the Illinois Department of Healthcare and Family Services." This intergovernmental agreement (IGA) amendment will permit implementation of several key components of the "early expansion" Section 1115 Medicaid Waiver proposal currently under review by the Centers for Medicare and Medicaid Services (CMS). The original IGA being amended was approved by the System Board in March, 2009, and was amended ("Amendment 1") in February, 2011 and by the County Board on April 15, 2009 and March 15, 2011, respectively.

Specifically, Amendment 2:

1. Permits the System to seek reimbursement for services rendered by community partner providers for waiver enrollees;
2. Specifies a process by which the System will be reimbursed monthly by a "per member per month (PMPM) methodology for waiver enrollees;
3. Modifies the section wherein the System will reimburse the State of Illinois for "onsite" enrollment office expenses, and other costs related to waiver implementation; and
4. Permits data sharing between the Department of Healthcare and Family Services HFS and the System;

The provisions of this IGA are consistent with the requirements of HB5007, as signed into law by Governor Quinn on June 14, 2012.

The Cook County Health & Hospitals System Board of Directors approved the above item at its meeting of June 29, 2012.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

---

Commissioner Butler, seconded by Commissioner Goslin, moved that the request of the Chief Executive Officer of the Cook County Health & Hospitals System be approved. **The motion carried unanimously.**

### DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

#### GRANT AWARD

Transmitting a Communication, dated July 6, 2012 from

MICHAEL MASTERS, Executive Director,  
Department of Homeland Security and Emergency Management

requesting authorization to accept a grant award in the amount of \$463,309.46 from the Illinois Emergency Management Agency for the period from October 1, 2011 through September 30, 2012. The Emergency Management Performance Grant (EMPG) Program is designed to assist state, local and tribal governments in the administration of effective emergency management by reimbursing up to fifty percent of administrative costs in areas such as personnel, benefits, travel, and equipment. As a special condition for the EMPG grant award, all personnel funded with grant funds must complete training and exercise requirements by September 30, 2013.

Estimated Fiscal Impact: None. Grant Award: \$463,309.46. Funding period: October 1, 2011 through September 30, 2012.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

---

Commissioner Tobolski, seconded by Commissioner Steele, moved that the request of the Executive Director of the Department of Homeland Security and Emergency Management be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

### BUREAU OF HUMAN RESOURCES

#### HUMAN RESOURCES ACTIVITY REPORT

Transmitting a Communication, dated July 24, 2012 from

MAUREEN T. O'DONNELL, Chief, Bureau of Human Resources  
and  
RESHMA SONI, Interim County Comptroller

submitting the Human Resources Activity reports covering the two (2) week pay period for both Pay Period 12 ending June 2, 2012 and Pay Period 13 ending June 16, 2012.

---

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

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

### PROPOSED RESOLUTION

Transmitting a Communication dated, July 24, 2012 from

MAUREEN O'DONNELL, Chief, Bureau of Human Resources

Transmitting herewith a Collective Bargaining Agreement for your consideration and approval.

Submitting a Proposed Resolution sponsored by:

TONI PRECKWINKLE, President, Cook County Board of Commissioners

### PROPOSED RESOLUTION

#### APPROVING COLLECTIVE BARGAINING AGREEMENT

**WHEREAS**, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

**WHEREAS**, a Collective Bargaining Agreement for the period of December 1, 2010 through November 30, 2014 has been negotiated between the County of Cook and the International Union of Operating Engineers, Local 399; and

**WHEREAS**, prevailing rates and general wage increases have already been approved and are reflected in the Salary Schedules included in the Collective Bargaining Agreement negotiated between the County of Cook and the International Union of Operating Engineers, Local 399.

**NOW, THEREFORE, BE IT RESOLVED**, that the Cook County Board of Commissioners does hereby approve the Collective Bargaining Agreement between the County of Cook and the International Union of Operating Engineers, Local 399 as provided by the Bureau of Human Resources.

---

In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Silvestri, moved to suspend Section 2-107(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Murphy, seconded by Commissioner Silvestri, moved that the Proposed Resolution be referred to the Finance Subcommittee on Labor. (Comm. No. 319168). **The motion carried unanimously.**

### JUDICIARY

#### GRANT AWARD ADDENDUM

Transmitting a Communication, dated July 12, 2012, from

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

TIMOTHY C. EVANS, Chief Judge, Circuit Court of Cook County

requesting authorization to accept a supplemental grant in the amount of \$199,643.00 and an extension from August 1, 2012 to July 31, 2013 from the Illinois Criminal Justice Information Authority (ICJIA). This increase and extension will provide additional time to enhance the court's program in the Domestic Violence Division to assist victims of violence and reduce violence by abusers.

The authorization to accept the original grant was given on April 20, 2010 by the Cook County Board of Commissioners in the amount of \$500,000.00. A time-only extension was approved by the Cook County Board of Commissioners on March 1, 2012.

A cash match is not required, but the program would necessitate supplemental county funding for payroll fringe benefits.

Estimated Fiscal Impact: \$34,437.00. Supplemental Grant Award: \$199,643.00. Funding period extension: August 1, 2012 through July 31, 2013. (310-818 Account).

Approval of this item would commit Fiscal Year 2013 funds.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

---

Commissioner Reyes, seconded by Commissioner Silvestri, moved that the request of the Chief Judge be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

### DEPARTMENT FOR MANAGEMENT OF INFORMATION SYSTEMS

#### APPROVAL OF PAYMENT

Transmitting a Communication, dated July 18, 2012 from

GREG WASS, Chief Information Officer, Bureau of Technology

requesting approval of payment in the amount of \$399,144.13 to Xerox Corporation, Chicago, Illinois, for the lease of four (4) Xerox Docuprint 2000 Series 180 MICR laser printers, and associated hardware maintenance, printer supplies, toner/developer, and monthly impression charges.

Reason: The Bureau of Technology has leased the Xerox Corporation's large laser printers for several years using a monthly lease extend agreement. The printers are used to support tax bill printing for the Cook County Treasurer, as well as large-scale print jobs for the Clerk of the Circuit Court. On December 14, 2011, the Chief Information Officer requested approval from the Cook County Board of Commissioners to enter into a contract with Xerox Corporation for the lease of the four (4) Docuprint 2000 Series 180 laser printers. The Bureau of Technology proceeded to lease the Xerox printers as if authorization to execute the Xerox contract had been approved by the Cook County Board. The Cook County Board approved the execution of the Xerox contract on July 10, 2012. If approved, the \$399,144.13 payment to Xerox will cover Cook County's printer charges for nine (9) months prior to the July 10, 2012 contract execution approval date.

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Estimated Fiscal Impact: \$399,144.13. (714/016-579 Account).

The Procurement Officer concurs.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

---

Commissioner Fritchey, seconded by Commissioner Gorman, moved that the payment to Chief Information Officer of the Bureau of Technology be made. **The motion carried unanimously.**

### OFFICE OF THE MEDICAL EXAMINER

#### PROPOSED CONTRACT

Transmitting a Communication, dated July 18, 2012 from

NANCY L. JONES, M.D., Chief Medical Examiner, Office of the Medical Examiner  
and  
MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Homewood Memorial Gardens, Inc., Homewood, Illinois, for cartage and burial of human cadavers.

Reason: Competitive bidding procedures were followed in accordance with the Cook County Procurement Code. On February 24, 2012 bids were solicited for Contract No. 12-53-140 Rebid for cartage and burial of human cadavers. Three (3) bids were received. The apparent low bidder, Taylor Funeral Homes, Ltd. did not meet the minimum requirements. The specifications required that the cemetery where the bodies are to be buried be located in Cook County. Taylor Funeral Homes, Ltd. does not have a site within the Cook County borders, as requested in the specifications. Burial services will be provided for deceased persons that are unclaimed or have no funds for burial.

Estimated Fiscal Impact: \$711,000.00. (FY 2012: \$118,500.00; FY 2013: \$355,500.00; and FY 2014: \$237,000.00). Contract period: Twenty-four (24) months. (259-237 Account).

Approval of this item would commit Fiscal Year 2013 and 2014 funds.

The Procurement Officer concurs.

---

This item was WITHDRAWN at the request of the sponsor.

### RESOLUTIONS

Transmitting a Communication, dated July 18, 2012 from

ROBIN KELLY, Chief Administrative Officer, Bureau of Administration

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

respectfully requesting approval of the following Proposed Resolution to appoint an Interim Chief Medical Examiner.

**12-R-321  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE  
PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS**

**REQUESTING APPOINTMENT OF AN INTERIM CHIEF MEDICAL EXAMINER**

**WHEREAS**, a vacancy will exist in the office of the Chief Medical Examiner on August 1, 2012, due to the resignation/retirement of the incumbent County Chief Medical Examiner Nancy Lynne Jones on July 31, 2012; and

**WHEREAS**, Illinois State Statute, 410 ILCS 535/18, requires that a Chief Medical Examiner complete and sign a death certificate for certain deaths; and

**WHEREAS**, County Ordinances require that the Chief Medical Examiner must be a physician licensed by the State of Illinois to practice medicine in all its branches and must hold a certificate from the American Board of Pathology in both Forensic Pathology and Anatomic Pathology; and

**WHEREAS**, due to the vacancy that will occur on August 1, 2012, the County Board of Commissioners should appoint an Interim Chief Medical Examiner; and

**WHEREAS**, Dr. Ponni Arunkumar is currently employed as an Assistant Medical Examiner at the Cook County Medical Examiner's Office, is licensed to practice medicine in all its branches and holds certificates from the American Board of Pathology in both Forensic Pathology and Anatomic Pathology.

**NOW, THEREFORE, BE IT RESOLVED**, that the President and the Board of Commissioners of Cook County do appoint Dr. Ponni Arunkumar as Interim Chief Medical Examiner effective August 1, 2012 until a permanent Chief Medical Examiner can be approved by the Board and is available to assume the duties of this office.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

---

Commissioner Daley, seconded by Commissioner Sims, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

\* \* \* \* \*

Transmitting a Communication, dated July 10, 2012 from

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

ROBIN KELLY, Chief Administrative Officer, Bureau of Administration

respectfully request authorization to change those persons authorized to be signers on office bank accounts.

**12-R-322  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE  
PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS**

**WHEREAS**, the Cook County Board of Commissioners has the legal authority to authorize its departments and offices to open and maintain checking and savings accounts at various banks; and

**WHEREAS**, it is now necessary to update those persons who are authorized to be signers on the account.

**NOW, THEREFORE, BE IT RESOLVED**, that the Cook County Medical Examiner Fee Account at Charter One Bank be updated; and

**BE IT FURTHER RESOLVED**, that the following persons who are authorized to sign checks, wire or otherwise transfer funds:

1. Daryl Jackson
2. Ponni Arunkumar, M.D.
3. Martha Martinez

**BE IT FURTHER RESOLVED**, that the following names as signers on the account shall be deleted:

1. Kimberly Jackson
2. Nancy L. Jones, M.D.
3. Mitra Kalekar

**BE IT FURTHER RESOLVED**, that any funds drawn on the account for deposit shall be transmitted to the Cook County Comptroller with an itemization of collections and designation of the account in the Office of the Comptroller.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

\_\_\_\_\_

Commissioner Daley, seconded by Commissioner Sims, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

\* \* \* \* \*

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Transmitting a Communication, dated July 10, 2012 from

ROBIN KELLY, Chief Administrative Officer, Bureau of Administration

respectfully request authorization to change those persons authorized to be signers on office bank accounts.

**12-R-323  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE**

**PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS**

**WHEREAS**, the Cook County Board of Commissioners has the legal authority to authorize its departments and offices to open and maintain checking and savings accounts at various banks; and

**WHEREAS**, it is now necessary to update those persons who are authorized to be signers on the account.

**NOW, THEREFORE, BE IT RESOLVED**, that the Cook County Medical Examiner Estate Account at Charter One Bank be updated; and

**BE IT FURTHER RESOLVED**, that the following persons who are authorized to sign checks, wire or otherwise transfer funds:

1. Daryl Jackson
2. Ponni Arunkumar, M.D.
3. Martha Martinez

**BE IT FURTHER RESOLVED**, that the following names as signers on the account shall be deleted:

1. Kimberly Jackson
2. Nancy L. Jones, M.D.
3. Mitra Kalekar

**BE IT FURTHER RESOLVED**, that any funds drawn on the account for deposit shall be transmitted to the Cook County Comptroller with an itemization of collections and designation of the account in the Office of the Comptroller.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

\_\_\_\_\_  
Commissioner Daley, seconded by Commissioner Sims, moved that the Resolution be approved and adopted. **The motion carried unanimously.**



**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

\* \* \* \* \*

Transmitting a Communication, dated July 10, 2012 from

ROBIN KELLY, Chief Administrative Officer, Bureau of Administration

respectfully request authorization to change those persons authorized to be signers on office bank accounts.

**12-R-324  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE  
PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS**

**WHEREAS**, the Cook County Board of Commissioners has the legal authority to authorize its departments and offices to open and maintain checking and savings accounts at various banks; and

**WHEREAS**, it is now necessary to update those persons who are authorized to be signers on the account.

**NOW, THEREFORE, BE IT RESOLVED**, that the Cook County Medical Examiner Cremation Account at Charter One Bank be updated; and

**BE IT FURTHER RESOLVED**, that the following persons who are authorized to sign checks, wire or otherwise transfer funds:

1. Daryl Jackson
2. Ponni Arunkumar, M.D.
3. Martha Martinez

**BE IT FURTHER RESOLVED**, that the following names as signers on the account shall be deleted:

1. Kimberly Jackson
2. Nancy L. Jones, M.D.
3. Mitra Kalekar

**BE IT FURTHER RESOLVED**, that any funds drawn on the account for deposit shall be transmitted to the Cook County Comptroller with an itemization of collections and designation of the account in the Office of the Comptroller.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

---

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Commissioner Daley, seconded by Commissioner Sims, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

\* \* \* \* \*

Transmitting a Communication, dated July 10, 2012 from

ROBIN KELLY, Chief Administrative Officer, Bureau of Administration

respectfully request authorization to change those persons authorized to be signers on office bank accounts.

**12-R-325  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE**

**PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS**

**WHEREAS**, the Cook County Board of Commissioners has the legal authority to authorize its departments and offices to open and maintain checking and savings accounts at various banks; and

**WHEREAS**, it is now necessary to update those persons who are authorized to be signers on the account.

**NOW, THEREFORE, BE IT RESOLVED**, that the Cook County Medical Examiner Petty Cash Account at Charter One Bank be updated; and

**BE IT FURTHER RESOLVED**, that the following persons who are authorized to sign checks, wire or otherwise transfer funds:

1. Daryl Jackson
2. Ponni Arunkumar, M.D.
3. Martha Martinez

**BE IT FURTHER RESOLVED**, that the following names as signers on the account shall be deleted:

1. Kimberly Jackson
2. Nancy L. Jones, M.D.
3. Mitra Kalekar

**BE IT FURTHER RESOLVED**, that any funds drawn on the account for deposit shall be transmitted to the Cook County Comptroller with an itemization of collections and designation of the account in the Office of the Comptroller.

Approved and adopted this 24th day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

---

Commissioner Daley, seconded by Commissioner Sims, moved that the Resolution be approved and adopted. **The motion carried unanimously.**

**DEPARTMENT OF OFFICE TECHNOLOGY**

**CONTRACT ADDENDUM**

Transmitting a Communication, dated June 18, 2012 from

GREG WASS, Chief Information Officer, Bureau of Technology

requesting authorization for the Chief Procurement Officer to increase by \$3,500,000.00, Contract No. 09-41-221 with Dell Marketing LP, Chicago, Illinois, for the provision of Countywide computer software and support services.

Board approved amount 06-16-09:	\$12,674,252.00
Previous increase by Chief Procurement Officer:	725,000.00
This increase requested:	<u>3,500,000.00</u>
Adjusted amount:	\$16,899,252.00

Reason: Cook County is in the process of working with the City of Chicago on a joint procurement for software licenses and maintenance, which is expected to be awarded within the coming year. The Dell contract is the current vehicle by which all Cook County agencies procure Microsoft products and services, as well as other miscellaneous non-Microsoft software and products and services. This countywide contract was extended by the Chief Procurement Officer for twelve (12) months through June 30, 2013 to cover Cook County's current obligations through June 30, 2012, and anticipated software purchases for the coming year. The requested increase in the contract amount will cover the annual Microsoft Enterprise Agreement (EA) payments for years two and three, and anticipated software purchases through the extended contract period. The expiration date of the current contract is June 30, 2013.

Estimated Fiscal Impact: \$3,500,000.00 (FY 2012: \$400,000.00; and FY 2013: \$3,100,000.00). (717/009-579 Account).

Approval of this item would commit Fiscal Year 2013 funds.

The Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

---

Commissioner Fritchey, seconded by Commissioner Gorman, moved that the payment to Chief Information Officer of the Bureau of Technology be made. **The motion carried unanimously.**

**OFFICE OF THE PROCUREMENT OFFICER**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**CONTRACTS**

Transmitting a Communication, dated July 13, 2012 from

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization to enter into and execute Contract No. 12-30-207 with Graybar Electric Company, Inc., Glendale Heights, Illinois, for electrical products, equipment and supplies.

Reason: The County seeks to leverage the procurement efforts of the County of Los Angeles, California through use of a comparable government procurement reference agreement to provide County-wide electrical products, equipment, supplies. This agreement is estimated to have an approximate 25% cost savings impact compared to the current methods of County procurement for these types of electrical products, equipment and supplies.

Estimated Fiscal Impact: \$750,000.00. Contract period: July 24, 2012 through January 31, 2013. (Various Accounts).

Approval of this item would commit Fiscal Year 2013 funds.

The Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

---

Commissioner Daley, seconded by Commissioner Sims, moved that the Chief Procurement Officer be authorized to enter into the requested contract. **The motion carried unanimously.**

\* \* \* \* \*

Transmitting a Communication, dated July 13, 2012 from

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization to enter into and execute Contract No. 12-30-208 with Safeware, Inc., Landover, Maryland, for public safety and emergency preparedness goods and related services.

Reason: The County seeks to leverage the procurement efforts of the County of Fairfax, Virginia through use of a comparable government procurement reference agreement to provide County-wide public safety and emergency preparedness goods. This agreement is estimated to have an approximate 10% cost savings impact compared to the current methods of County procurement for these types of public safety and emergency preparedness goods and related services.

Estimated Fiscal Impact: \$5,561,644.00. Contract period: July 24, 2012 through September 14, 2014. (Various Accounts).

Approval of this item would commit Fiscal Years 2013 and 2014 funds.

The Procurement Officer concurs.

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Vendor has met the Minority and Women Business Enterprise Ordinance.

Commissioner Daley, seconded by Commissioner Sims, moved that the Chief Procurement Officer be authorized to enter into the requested contract. **The motion carried unanimously.**

**BID OPENINGS**

July 13, 2012

Honorable President and Members  
Board of Commissioners of Cook County  
Chicago, Illinois 60602

Dear Ladies and Gentlemen:

Pursuant to the rules of this Board, I hereby submit for your consideration, bids which were opened under my supervision on Friday, July 13, 2012, at 10:00 A.M., in the County Building, Chicago, Illinois.

Very truly yours,

MARIA DE LOURDES COSS, Chief Procurement Officer, overseeing the Bid Opening.

<b><u>CONTRACT NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>USING DEPARTMENT</u></b>
12-45-203	Mattresses with integrated pillows	Department of Corrections
12-45-276	Poultry products	Juvenile Temporary Detention Center
12-45-238	Drug testing services	Various County Departments
12-45-178	Foreign language interpreter	Circuit Court of Cook County, Office of the Chief Judge

By consensus, the bids were referred to their respective departments for review and consideration.

\* \* \* \* \*

July 18, 2012

Honorable President and Members  
Board of Commissioners of Cook County  
Chicago, Illinois 60602

Dear Ladies and Gentlemen:

Pursuant to the rules of this Board, I hereby submit for your consideration, bids which were opened under

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

my supervision on Wednesday, July 18, 2012, at 10:00 A.M., in the County Building, Chicago, Illinois.

Very truly yours,

MARIA DE LOURDES COSS, Chief Procurement Officer, overseeing the Bid Opening.

<b><u>CONTRACT NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>USING DEPARTMENT</u></b>
12-45-194	Bell & Gossett kits and parts	Department of Facilities Management
12-45-248	Glass supplies	Department of Facilities Management

---

By consensus, the bids were referred to their respective departments for review and consideration.

\* \* \* \* \*

July 19, 2012

Honorable President and Members  
Board of Commissioners of Cook County  
Chicago, Illinois 60602

Dear Ladies and Gentlemen:

Pursuant to the rules of this Board, I hereby submit for your consideration, bids which were opened under my supervision on Thursday, July 19, 2012, at 10:00 A.M., in the County Building, Chicago, Illinois.

Very truly yours,

MARIA DE LOURDES COSS, Chief Procurement Officer, overseeing the Bid Opening.

<b><u>CONTRACT NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>USING DEPARTMENT</u></b>
12-18-306	Renovation of the new "E" Building for ROC-Urgent Care Unit	Oak Forest Hospital of Cook County

---

By consensus, the bids were referred to their respective departments for review and consideration.

\* \* \* \* \*

July 20, 2012

Honorable President and Members  
Board of Commissioners of Cook County  
Chicago, Illinois 60602

Dear Ladies and Gentlemen:

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Pursuant to the rules of this Board, I hereby submit for your consideration, bids which were opened under my supervision on Friday, July 20, 2012, at 10:00 A.M., in the County Building, Chicago, Illinois.

Very truly yours,

MARIA DE LOURDES COSS, Chief Procurement Officer, overseeing the Bid Opening.

<u>CONTRACT NO.</u>	<u>DESCRIPTION</u>	<u>USING DEPARTMENT</u>
12-53-138 (Rebid)	Wood supplies	Department of Facilities Management
12-53-222	Incineration of bio-hazardous waste services	Medical Examiner's Office
12-53-313	Photographic services	Clerk of the Circuit Court

By consensus, the bids were referred to their respective departments for review and consideration.

**OFFICE OF THE STATE'S ATTORNEY**

**GRANT AWARD**

Transmitting a Communication, dated July 2, 2012 from

ANITA ALVAREZ, Cook County State's Attorney  
by  
DANIEL KIRK, Chief of Staff, State's Attorney's Office

requesting authorization to accept a grant award in the amount of \$165,586.00 from the Illinois Criminal Justice Information Authority (ICJIA) for the Cook County Enhanced Collaborative Model to Combat Human Trafficking Task Force ("Task Force"). This award will enhance our Office's ability to utilize technology to conduct long term proactive investigations utilizing electronic surveillance in human trafficking cases. This equipment will allow the Human Trafficking Task Force to effectively and efficiently collect, analyze and save surveillance data for evidentiary purposes. In addition, this equipment will enhance the safety of undercover operatives. This grant does not require a match contribution.

Estimated Fiscal Impact: None. Grant Award: \$165,586.00. Funding Period: July 1, 2012 through March 31, 2013.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

---

Commissioner Reyes, seconded by Commissioner Silvestri, moved that the request of the Chief of Staff of the State's Attorney's Office be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

\* \* \* \* \*

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

Transmitting a Communication, dated July 2, 2012 from

ANITA ALVAREZ, Cook County State's Attorney

by

DANIEL KIRK, Chief of Staff, State's Attorney's Office

requesting authorization to accept a grant award in the amount of \$78,388.00 from Thresholds. Thresholds received a grant from the Chicago Community Trust, Chicago, Illinois, to implement a joint Misdemeanor Alternative Prosecution Enhancement (MAPE) Program between our office and Thresholds. This grant will provide funding for: one (1) Alternative Prosecution and Sentencing (APS) Coordinator who will manage and oversee all misdemeanor-level offenses which will be eligible for one or more of the APS alternatives and who will adapt the current program offered through felony programs into the misdemeanor APS program. In addition, funding will allow our office to purchase one (1) laptop with software and carrying case, which will be used by the grant-funded APS Coordinator. There is no match requirement for this grant.

Estimated Fiscal Impact: None. Grant Award: \$78,388.00. Funding period: July 1, 2012 through June 30, 2013.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

---

Commissioner Reyes, seconded by Commissioner Silvestri, moved that the request of the Chief of Staff of the State's Attorney's Office be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

### GRANT AWARD ADDENDUM

Transmitting a Communication, dated July 3, 2012 from

ANITA ALVAREZ, Cook County State's Attorney

by

DANIEL KIRK, Chief of Staff, State's Attorney's Office

requesting authorization to accept a no-cost program extension from July 1, 2012 through December 31, 2012 from the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention for the Cook County Internet Crimes Against Children (ICAC) Task Force Program. This extension will enable the Office to expend the entire award amount as well as continue to accomplish the program goals and objectives.

The ICAC funding allows the Office to dedicate one administrative assistant to support the work of the Task Force, one Assistant State's Attorney to focus on ICAC cases, as well as continue to provide funding to equip and train the Cook County ICAC Task Force partner agencies in an effort to aggressively identify, investigate and prosecute persons who use the Internet to sexually exploit children as well as prevent such exploitation through community outreach and education. The Cook County ICAC Task Force partners include representatives of the State's Attorney's Office, the Chicago Police Department and law enforcement agencies from throughout Cook County. Task Force partners from local law enforcement agencies concentrate their investigative efforts in the City of Chicago and the entire outlying suburban Cook County area. This grant does not require a match contribution



## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

The authorization to accept the original grant award was given on December 3, 2008 by the Cook County Board of Commissioners in the amount of \$300,000.00. Authorization to accept a supplemental award was given on October 6, 2009 in the amount of \$341,689.00. Authorization to accept a second supplemental award was given on September 1, 2010 in the amount of \$296,897.00.

Estimated Fiscal Impact: None. Funding period extension: July 1, 2012 through December 31, 2012.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

---

Commissioner Reyes, seconded by Commissioner Silvestri, moved that the request of the Chief of Staff of the State's Attorney's Office be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

### GRANT AWARD RENEWAL

Transmitting a Communication, dated July 2, 2012 from

ANITA ALVAREZ, Cook County State's Attorney  
by  
DANIEL KIRK, Chief of Staff, State's Attorney's Office

requesting authorization to accept a grant renewal from the Illinois Department of Children and Family Services in the amount of \$37,932.00. This grant will provide continued partial funding for our Child Sexual Abuse Specialist Program that is jointly funded by the Illinois Attorney General's Office. The one (1) full-time Child Sexual Abuse Specialist funded by this grant focuses on providing victim services including crisis intervention with victims and families of victims, identifying and making referrals for immediate and long-term counseling services, monitoring and coordinating services for children who are wards of the state and working with the local and state agencies involved with the victim as well as working directly with local and state law enforcement and service agencies to provide training, technical assistance and consultation. The estimated fiscal impact is the remaining salary and fringe benefits of the Child Sexual Abuse Specialist that would not be covered by the anticipated grant awards from the Illinois Attorney General's Office and the Illinois Department of Children and Family Services.

The authorization to accept the previous grant award was given on July 27, 2011 by the Cook County Board of Commissioners in the amount of \$38,709.00 with a match of \$22,310.00.

Estimated Fiscal Impact: \$32,142.00. Grant Award: \$37,932.00. Funding Period: July 1, 2012 through June 30, 2013. (250-818 Account).

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

---

Commissioner Reyes, seconded by Commissioner Silvestri, moved that the request of the Chief of Staff of the State's Attorney's Office be approved. **The motion carried unanimously.**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**PENDING LITIGATION**

Transmitting a Communication, dated June 29, 2012 from

ANITA ALVAREZ, Cook County State's Attorney

by

PATRICK T. DRISCOLL, JR., Deputy State's Attorney, Chief, Civil Actions Bureau

respectfully request permission to discuss the following cases with the Board or the appropriate committee thereof:

1. Roy A. Williams v. Cook County Department of Corrections, Case No. 12-M1-012971

#319159

2. Raymond Homer v. Stephen Davis, et al., Case No. 11-C-9114

#319160

3. Tyrone Owens v. Thomas Dart, et al., Case No. 11-C-8630

#319161

4. Timothy James Thomas v. Michael Shaffer, Case No. 12-CV-1233

#319162

5. Daroush Ebrahime v. Sheriff Thomas Dart, et al., Case No. 09-C-7825

#319163

6. Joseph Horton v. Dr. Patel, et al., Case No. 11-C-6048

#319164

7. Bruce Smith v. Cook County, et al., Case No. 12-C-3964

#319165

8. Joseph Warren v. Thomas Dart, Case No. 12-CV-1296

#319166

---

Commissioner Silvestri, seconded by Commissioner Steele, moved that the communications be referred to the Committee on Finance Litigation Subcommittee. **The motion carried unanimously.**

**DEPARTMENT OF TELECOMMUNICATION OPERATIONS**

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

**CONTRACT**

Transmitting a Communication, dated July 24, 2012 from

GREG WASS, Chief Information Officer, Bureau of Technology  
and  
MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Phoenix Business Solutions, LLC, Alsip, Illinois, for telephone equipment and supplies.

Reason: Competitive bidding procedures were followed in accordance with the Cook County Procurement Code. On April 12, 2012 bids were solicited for 12-90-022 for telephone equipment and supplies. One (1) bid was received. The telephone equipment and supplies will be utilized by the Cook County Telecommunication Operations Department for installation of telephone and data services. The cost savings for this contract are \$71.39.

Estimated Fiscal Impact: \$263,598.00. Contract period: August 1, 2012 through July 31, 2013. (717/016-570 Account).

The Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

---

Commissioner Fritchey, seconded by Commissioner Gorman, moved that the Chief Procurement Officer be authorized to enter into the requested contract. **The motion carried unanimously.**

**CONTRACT ADDENDUM**

Transmitting a Communication, dated July 17, 2012 from

GREG WASS, Chief Information Officer, Bureau of Technology

requesting authorization for the Chief Procurement Officer to increase by \$4,468,500.48 and extend for two (2) years, Contract No. 08-41-333 with AVAYA, Inc., Fairfax, Virginia, for maintenance coverage on all AVAYA telephone systems.

Board approved amount 07-22-08:	\$ 9,100,000.00
Increase requested:	<u>4,468,500.48</u>
Adjusted amount:	\$13,568,500.48

Reason: AVAYA provides Cook County with 24-hours/day, seven-days/week remote monitoring and diagnostic support for premise-based telecommunications systems (comprised of Private Branch Exchanges, servers, gateways); single point of contact and local field technicians to provide break/fix services; Interactive Voice Response systems; and all related software for Cook County's telephone system. The two (2) year extension request will provide Cook County with sufficient time to research the feasibility of developing and implementing a request for proposals (RFP) for these services. The expiration date of the current contract is July 31, 2012.

**JOURNAL OF PROCEEDINGS FOR JULY 24, 2012**

Estimated Fiscal Impact for (490-220 Account): \$1,852,496.33 (FY 2012: \$463,124.08; FY 2013: \$926,248.17; and FY 2014: \$463,124.08).

Estimated Fiscal Impact for (499-220 Account): \$2,616,004.15 (FY 2012: \$654,001.04; FY 2013: \$1,308,002.07; and FY 2014: \$654,001.04).

Total Estimated Fiscal Impact: \$4,468,500.48. Contract extension: August 1, 2012 through July 31, 2014. (490-220 and 499-220 Accounts).

Approval of this item would commit Fiscal Years 2013 and 2014 funds.

Vendor has met the Minority and Women Business Enterprise Ordinance.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

---

Commissioner Fritchey, seconded by Commissioner Gorman, moved that the Chief Procurement Officer be authorized to increase and extend the requested contract. **The motion carried unanimously.**

**SHERIFF'S DEPARTMENT OF WOMEN'S JUSTICE SERVICES**

**GRANT AWARD ADDENDA**

Transmitting a Communication, dated July 16, 2012 from

THOMAS J. DART, Sheriff of Cook County

by

DEBORAH BOECKER, Executive Director, Sheriff's Women's Justice Programs

requesting authorization to accept a grant extension from May 1, 2012 to August 31, 2013 from the Hunt Alternatives Fund. This extension will provide additional time to acquire, replicate and disseminate materials impacting public awareness, related to Anti-Demand efforts at the Sheriff's Office in the area of Human Trafficking.

The authorization to accept the original grant was given on December 1, 2011 by the Cook County Board of Commissioners in the amount of \$10,000.00.

Estimated Fiscal Impact: None. Funding period extension: May 1, 2012 through August 31, 2013.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

---

Commissioner Reyes, seconded by Commissioner Silvestri, moved that the request of the Executive Director of the Sheriff's Women's Justice Programs be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

\* \* \* \* \*

Transmitting a Communication, dated July 16, 2012 from

## JOURNAL OF PROCEEDINGS FOR JULY 24, 2012

THOMAS J. DART, Sheriff of Cook County

by

DEBORAH BOECKER, Executive Director, Sheriff's Women's Justice Programs

requesting authorization to accept a grant extension from June 1, 2013 to August 31, 2013 from the Hunt Alternative Fund. This extension will provide additional time to develop curricula, a tool kit and provide technical assistance in the replication of the Sheriff's Human Trafficking Response Team; develop a Sheriff's Office Anti-Demand Speakers Bureau to educate legislators and policy makers about the methodology and effectiveness of the response team model.

The authorization to accept the original grant was given on February 15, 2012 by the Cook County Board of Commissioners in the amount of \$50,000.00.

Estimated Fiscal Impact: None. Funding period extension: June 1, 2013 through August 31, 2013.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

---

Commissioner Reyes, seconded by Commissioner Silvestri, moved that the request of the Executive Director of the Sheriff's Women's Justice Programs be approved and that the Proper Officials be authorized to sign on behalf of Cook County. **The motion carried unanimously.**

### ADJOURNMENT

Commissioner Daley, seconded by Commissioner Silvestri, moved that the meeting do now adjourn to meet again at the same time and same place on Monday, September 10, 2012, in accordance with County Board Resolution 12-R-19.

The motion prevailed and the meeting stood adjourned.

---

County Clerk