

AN ACT in relation to the Metropolitan Water Reclamation District.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Section 5. The Metropolitan Water Reclamation District Act is amended by changing Section 8c and by adding Section 295 as follows:

(70 ILCS 2605/8c) (from Ch. 42, par. 327c)

Sec. 8c. Every lease of property no longer or not immediately required for corporate purposes of a sanitary district, from such district to others for a term not to exceed 99 years, in accordance with Section 8 of this Act, shall be negotiated, created and executed in the following manner:

(1) Notice of such proposed leasing shall be published for 3 consecutive weeks in a newspaper of general circulation published in such sanitary district, if any, and otherwise in the county containing such district.

(2) Prior to receipt of bids for the lease under this Section, the fair market value of every parcel of real property to be leased must be determined by 2 professional appraisers who are members of the American Institute of Real Estate Appraisers or a similar, equivalently recognized professional organization. The sanitary district acting through the general superintendent may select and engage an additional appraiser for such determination of fair market value. Every appraisal report must contain an affidavit certifying the absence of any collusion involving the appraiser and relating to the lease of such property.

(3) Such lease must be awarded to the highest responsible bidder (including established commercial or industrial concerns and financially responsible individuals) upon free and open competitive bids, except that no lease may be awarded

unless the bid of such highest responsible bidder provides for an annual rental payment to the sanitary district of at least 6% of the fair market value determined under this Section.

(4) Prior to acceptance of the bid of the highest responsible bidder and before execution of the lease the bidder shall submit to the board of commissioners and general superintendent, for incorporation in the lease, a detailed plan and description of improvements to be constructed upon the leased property, the time within which the improvements will be completed, and the intended uses of the leased property. If there is more than one responsible bid, the board of commissioners may authorize and direct the general superintendent to solicit from the 2 highest responsible bidders written amendments to their prior bids, increasing their rental bid proposal by at least 5% in excess of their prior written bid, or otherwise amending the financial terms of their bid so as to maximize the financial return to the sanitary district during the term of the proposed lease. Upon the general superintendent's tentative agreement with one or more amended bids, the bids may be submitted to the board of commissioners with the recommendation of the general superintendent for acceptance of one or rejection of all. The amendments may not result in a diminution of the terms of the transaction and must result in an agreement that is equal to or greater in value than the highest responsible bid initially received.

(5) The execution of such lease must be contemporaneous to the execution by the lessee, each member of the board of commissioners and the general superintendent of an affidavit certifying the absence of any collusion involving the lessee, the members and the general superintendent and relating to such lease.

(6) No later than 30 days after the effective date of the lease, the lessee must deliver to the sanitary district a certified statement of the County Assessor, Township Assessor or the county clerk of the county wherein the property is

situated that such property is presently contained in the official list of lands and lots to be assessed for taxes for the several towns or taxing districts in his county.

(7) Such lease shall provide for a fixed annual rental payment for the first year not less than 6% of the fair market value as determined under this Section and may be subject to annual adjustments based on changes in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, or some other well known economic governmental activity index. Any lease, the term of which will extend for 15 years or more, shall provide for a redetermination of the fair market value (independent of improvements to the property subsequent to the effective date of the lease) after the initial 10 years and every 10 years thereafter, in the manner set forth in paragraph (2) of this Section, said redetermination to be as of the first day of each succeeding 10 year period, and annual rental payments shall be adjusted so that the ratio of annual rental to fair market value shall be the same as that ratio for the first year of the preceding 10 year period. The rental payment for the first year of the new 10 year period may be subject to Consumer Price Index or other allowable index adjustments for each of the next 9 years, or until the end of the lease term if there are less than 9 years remaining.

(8) A sanitary district may require compensation to be paid in addition to rent, based on a reasonable percentage of revenues derived from a lessee's business operations on the leasehold premises or subleases, or may require additional compensation from the lessee or any sublessee in the form of services, including but not limited to solid waste disposal; provided, however, that such additional compensation shall not be considered in determining the highest responsible bid, said highest responsible bid to be determined only on the initial annual rental payment as set forth in paragraph (3) of this Section.

(9) No assignment of such lease or sublease of such

property is effective unless approved in writing by the general superintendent and the board of commissioners of the sanitary district. No assignment or sublease is effective if the assignee or sublessee is a trust constituted by real property of which the trustee has title but no power of management or control, unless the identity of the beneficiaries of the trust is revealed, upon demand, to the general superintendent and the board of commissioners of the sanitary district.

(10) Failure by the lessee to comply with a provision in the lease relating to improvements upon the leased property or any other provision constitutes grounds for forfeiture of the lease, and upon such failure the sanitary district acting through the general superintendent shall serve the lessee with a notice to terminate the lease and deliver possession of the property to the sanitary district within a particular period.

(11) If the general superintendent and the board of commissioners conclude that it would be in the public interest, said sanitary district may lease to the United States of America and the State of Illinois, County of Cook, any municipal corporation, or any academic institution of ~~higher~~ learning which has been in existence for 5 years prior to said lease, provided that such lease limit the institution's use of the leased land to only those purposes relating to the operation of such institution's academic or physical educational programs without complying with the prior provisions of this section, upon such terms as may be mutually agreed upon, in accordance with an act concerning "Transfer of Real Estate between Municipal Corporations", approved July 2, 1925, as amended, with provisions that such property is to be applied exclusively to public recreational purposes or other public purposes and that such lease is terminable in accordance with service of a one-year notice to terminate after determination by the board of commissioners and the general superintendent that such property (or part thereof) has become essential to the corporate purposes of the sanitary district.

(Source: P.A. 91-248, eff. 1-1-00; 92-16, eff. 6-28-01.)

(70 ILCS 2605/295 new)

Sec. 295. District enlarged. Upon the effective date of this amendatory Act of the 93rd General Assembly, the corporate limits of the Metropolitan Water Reclamation District are extended to include within those limits the following described tracts of land and those tracts are annexed to the District.

Parcel 1:

THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART TAKEN FOR ROAD PURPOSES IN RIDGELAND AVENUE AND EXCEPT THAT PART LYING IN THE MICHIGAN CENTRAL RAILROAD RIGHT OF WAY AND EXCEPT THE NORTH 208.71 FEET OF THE WEST 313.07 FEET OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19 LYING SOUTH OF THE SOUTH RIGHT OF WAY OF U.S. ROUTE 30, ALL IN COOK COUNTY, ILLINOIS.

Parcel 2:

THE WEST 75 ACRES OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 3:

THE SOUTH 242.29 FEET (AS MEASURED ALONG THE EAST LINE) OF LOT 8 IN BLOCK 14 IN ARTHUR T. McINTOSH & COMPANY'S CRAWFORD COUNTRYSIDE UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 23, 1952 AS DOCUMENT NO. 15259571, IN COOK COUNTY, ILLINOIS; ALSO, THAT PART OF ADJOINING STREET.

Parcel 4:

HERBERT'S RESUBDIVISION OF LOT 9 IN BLOCK 14 IN ARTHUR T. McINTOSH & COMPANY'S CRAWFORD COUNTRYSIDE UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, THAT PART OF ADJOINING STREETS.

Parcel 5:

THE SOUTH 150 FEET (AS MEASURED ON THE EAST AND WEST LINES THEREOF) OF LOT 2 IN BLOCK 13 IN ARTHUR T. McINTOSH & COMPANY'S CRAWFORD COUNTRYSIDE UNIT 2, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED PER DOCUMENT NO. 15259571, IN COOK COUNTY, ILLINOIS; ALSO, THAT PART OF ADJOINING STREET.

Parcel 6:

THE EAST 100.0 FEET OF THE SOUTH 125.0 FEET OF LOT 4 IN BLOCK 13 IN ARTHUR T. McINTOSH AND COMPANY'S CRAWFORD COUNTRYSIDE UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, THAT PART OF ADJOINING STREET.

Parcel 7:

THE WEST HALF OF THE SOUTH 125 FEET OF LOT 4, IN BLOCK 13, IN ARTHUR T. McINTOSH AND COMPANY'S CRAWFORD COUNTRYSIDE UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, THAT PART OF ADJOINING STREET.

Parcel 8:

THE SOUTH HALF OF LOT 5, IN BLOCK 13, IN ARTHUR T. McINTOSH AND COMPANY'S CRAWFORD COUNTRYSIDE UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, THAT PART OF ADJOINING STREET.

Parcel 9:

LOT 15 (EXCEPT THE WEST 50.0 FEET THEREOF) IN BLOCK 12 IN ARTHUR T. McINTOSH AND COMPANY'S CRAWFORD COUNTRYSIDE UNIT NUMBER 2, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, THAT PART OF ADJOINING STREET.

Parcel 10:

THAT PART OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION TWENTY ONE, TOWNSHIP FORTY-ONE NORTH, RANGE NINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SECTION TWENTY-ONE, AFORESAID; THENCE SOUTH 00 DEGREES 20 MINUTES 03 SECONDS WEST, BEING AN ASSUMED BEARING ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-ONE, A DISTANCE OF 567.31 FT. TO THE WESTERLY LINE OF JACOBS' FARM SUBDIVISION, RECORDED NOVEMBER 4, 1994 AS DOCUMENT NO. 94944947; THENCE SOUTH 38 DEGREES 21 MINUTES 58 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID JACOBS' FARM SUBDIVISION, A DISTANCE OF 108.45 FT. TO THE APPARENT NORTHERLY RIGHT-OF-WAY LINE OF IRVING PARK ROAD (ALSO KNOWN AS ILLINOIS ROUTE 19); THENCE NORTH 57 DEGREES 29 MINUTES 24 SECONDS WEST, ON SAID APPARENT NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 266.15 FT. (266.40 FT.=DEED) TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE CONTINUING NORTH 53 DEGREES 43 MINUTES 44 SECONDS WEST, ON SAID APPARENT NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 284.32 FT. TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE CONTINUING NORTH 51 DEGREES 25 MINUTES 54 SECONDS WEST, ON SAID APPARENT NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 657.65 FT. (657.68 FT.=DEED) TO THE MOST SOUTHERLY CORNER OF OUTLOT "H" IN STERLING OAKS UNIT TWO, RECORDED JULY 15, 2002 AS DOCUMENT NUMBER 0020769602 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED AUGUST 12, 2002 AS DOCUMENT NUMBER 0020876507; THENCE NORTH 38 DEGREES 28 MINUTES 51 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID STERLING OAKS UNIT TWO, A DISTANCE OF 65.47 FT.; THENCE SOUTH 51 DEGREES 25 MINUTES 54 SECONDS EAST, A DISTANCE OF 69.76 FT.; THENCE SOUTH 39 DEGREES 05 MINUTES 55 SECONDS EAST, DISTANCE OF 167.72 FT.; THENCE SOUTH 88 DEGREES 08 MINUTES 41 SECONDS EAST, A DISTANCE OF 150.79 FT.; THENCE NORTH 45 DEGREES 51 MINUTES 58 SECONDS EAST, A DISTANCE OF 145.34 FT.; THENCE NORTH 12 DEGREES 30 MINUTES

09 SECONDS EAST, A DISTANCE OF 85.19 FT.; THENCE NORTH 24 DEGREES 28 MINUTES 33 SECONDS EAST, A DISTANCE OF 147.51 FT.; THENCE NORTH 39 DEGREES 03 MINUTES 52 SECONDS EAST, A DISTANCE OF 248.14 FT.(248.33 FT=DEED); THENCE SOUTH 61 DEGREES 25 MINUTES 18 SECONDS EAST, A DISTANCE OF 46.86 FT. TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 99.59 FT. ALONG THE ARC OF A CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 180.0 FT., AND A CHORD DISTANCE BEARING OF SOUTH 77 DEGREES 16 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF SOUTH 98.32 FT. TO THE POINT OF TANGENCY; THENCE NORTH 86 DEGREES 52 MINUTES 44 SECONDS EAST, A DISTANCE OF 199.89 FT. TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-ONE; THENCE SOUTH 00 DEGREES 20 MINUTES 03 SECONDS WEST, ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-ONE, A DISTANCE OF 420.86 FT. TO THE POINT OF BEGINNING, IN HANOVER TOWNSHIP, COOK COUNTY, ILLINOIS, CONTAINING 16.612 ACRES MORE OR LESS. ALSO ALL THAT PART OF IRVING PARK ROAD (ALSO KNOWN AS ILLINOIS ROUTE 19) LYING SOUTHWESTERLY OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY, ALL IN COOK COUNTY, ILLINOIS.

Parcel 11:

THAT PART OF SECTIONS EIGHT, SIXTEEN AND SEVENTEEN, TOWNSHIP 41 NORTH, RANGE NINE, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE 100 FOOT WIDE RIGHT-OF-WAY OF GOLF ROAD (ILLINOIS ROUTE 58) AND THE EAST LINE OF THE 66 FOOT WIDE RIGHT-OF-WAY OF ROHRSSSEN ROAD; THENCE SOUTH 16 DEGREES 32 MINUTES 42 SECONDS WEST ALONG THE EAST LINE OF SAID ROHRSSSEN ROAD RIGHT-OF-WAY 310.04 FT.; THENCE NORTH 73 DEGREES 27 MINUTES 18 SECONDS WEST, 66.00 FT. TO A POINT IN THE WEST RIGHT-OF WAY LINE OF SAID ROHRSSSEN ROAD; THENCE SOUTH 89 DEGREES 36 MINUTES 01 SECONDS WEST, 807.31 FT.; THENCE NORTH 00 DEGREES 29 MINUTES 00 SECONDS WEST, 81.82 FT.; THENCE SOUTH 87 DEGREES 13 MINUTES 49 SECONDS WEST, 725.00 FT.; THENCE NORTH 00 DEGREES 48 MINUTES 30 SECONDS WEST, 673.60 FT. TO A POINT

IN THE SOUTH LINE OF SAID 100 FOOT WIDE RIGHT-OF-WAY OF GOLF ROAD AFORESAID, SAID POINT BEING ON A 3947.40 FOOT RADIUS CURVE; THENCE EASTERLY ALONG SAID 3947.40 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 17.70 FT. TO A POINT OF TANGENCY IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 75 DEGREES 16 MINUTES 32 SECONDS EAST, 1482.69 FT. TO A POINT OF CURVATURE IN SAID RIGHT-OF-WAY LINE; THENCE ALONG A 4126.70 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 181.70 FT. TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF SAID ROHRSSSEN ROAD; THENCE SOUTH 79 DEGREES 03 MINUTES 37 SECONDS EAST, 66.32 FT. TO THE POINT OF BEGINNING, TOGETHER WITH ALL THAT PART OF THE 100 FOOT WIDE GOLF ROAD RIGHT-OF-WAY LYING NORTH OF AND ADJACENT TO THE ABOVE DESCRIBED TRACT OF LAND, ALL IN COOK COUNTY, ILLINOIS, CONTAINING 21.94 ACRES MORE OR LESS.

Section 99. Effective date. This Act takes effect upon becoming law.