



Sen. Ira I. Silverstein

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09300HB0837sam001

LRB093 05638 MKM 50746 a

1 AMENDMENT TO HOUSE BILL 837

2 AMENDMENT NO. _____. Amend House Bill 837 by replacing
3 everything after the enacting clause with the following:

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

7 (70 ILCS 2605/8c) (from Ch. 42, par. 327c)

8 Sec. 8c. Every lease of property no longer or not
9 immediately required for corporate purposes of a sanitary
10 district, from such district to others for a term not to exceed
11 99 years, in accordance with Section 8 of this Act, shall be
12 negotiated, created and executed in the following manner:

13 (1) Notice of such proposed leasing shall be published for
14 3 consecutive weeks in a newspaper of general circulation
15 published in such sanitary district, if any, and otherwise in
16 the county containing such district.

17 (2) Prior to receipt of bids for the lease under this
18 Section, the fair market value of every parcel of real property
19 to be leased must be determined by 2 professional appraisers
20 who are members of the American Institute of Real Estate
21 Appraisers or a similar, equivalently recognized professional
22 organization. The sanitary district acting through the general
23 superintendent may select and engage an additional appraiser
24 for such determination of fair market value. Every appraisal

1 report must contain an affidavit certifying the absence of any
2 collusion involving the appraiser and relating to the lease of
3 such property.

4 (3) Such lease must be awarded to the highest responsible
5 bidder (including established commercial or industrial
6 concerns and financially responsible individuals) upon free
7 and open competitive bids, except that no lease may be awarded
8 unless the bid of such highest responsible bidder provides for
9 an annual rental payment to the sanitary district of at least
10 6% of the fair market value determined under this Section.

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

34 (5) The execution of such lease must be contemporaneous to

1 the execution by the lessee, each member of the board of
2 commissioners and the general superintendent of an affidavit
3 certifying the absence of any collusion involving the lessee,
4 the members and the general superintendent and relating to such
5 lease.

6 (6) No later than 30 days after the effective date of the
7 lease, the lessee must deliver to the sanitary district a
8 certified statement of the County Assessor, Township Assessor
9 or the county clerk of the county wherein the property is
10 situated that such property is presently contained in the
11 official list of lands and lots to be assessed for taxes for
12 the several towns or taxing districts in his county.

13 (7) Such lease shall provide for a fixed annual rental
14 payment for the first year not less than 6% of the fair market
15 value as determined under this Section and may be subject to
16 annual adjustments based on changes in the Consumer Price Index
17 published by the United States Department of Labor, Bureau of
18 Labor Statistics, or some other well known economic
19 governmental activity index. Any lease, the term of which will
20 extend for 15 years or more, shall provide for a
21 redetermination of the fair market value (independent of
22 improvements to the property subsequent to the effective date
23 of the lease) after the initial 10 years and every 10 years
24 thereafter, in the manner set forth in paragraph (2) of this
25 Section, said redetermination to be as of the first day of each
26 succeeding 10 year period, and annual rental payments shall be
27 adjusted so that the ratio of annual rental to fair market
28 value shall be the same as that ratio for the first year of the
29 preceding 10 year period. The rental payment for the first year
30 of the new 10 year period may be subject to Consumer Price
31 Index or other allowable index adjustments for each of the next
32 9 years, or until the end of the lease term if there are less
33 than 9 years remaining.

34 (8) A sanitary district may require compensation to be paid

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

11 (9) No assignment of such lease or sublease of such
12 property is effective unless approved in writing by the general
13 superintendent and the board of commissioners of the sanitary
14 district. No assignment or sublease is effective if the
15 assignee or sublessee is a trust constituted by real property
16 of which the trustee has title but no power of management or
17 control, unless the identity of the beneficiaries of the trust
18 is revealed, upon demand, to the general superintendent and the
19 board of commissioners of the sanitary district.

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

27 (11) If the general superintendent and the board of
28 commissioners conclude that it would be in the public interest,
29 said sanitary district may lease to the United States of
30 America and the State of Illinois, County of Cook, any
31 municipal corporation, or any academic institution of ~~higher~~
32 learning which has been in existence for 5 years prior to said
33 lease, provided that such lease limit the institution's use of
34 the leased land to only those purposes relating to the

1 operation of such institution's academic or physical
2 educational programs without complying with the prior
3 provisions of this section, upon such terms as may be mutually
4 agreed upon, in accordance with an act concerning "Transfer of
5 Real Estate between Municipal Corporations", approved July 2,
6 1925, as amended, with provisions that such property is to be
7 applied exclusively to public recreational purposes or other
8 public purposes and that such lease is terminable in accordance
9 with service of a one-year notice to terminate after
10 determination by the board of commissioners and the general
11 superintendent that such property (or part thereof) has become
12 essential to the corporate purposes of the sanitary district.

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

14 (70 ILCS 2605/295 new)

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

20 Parcel 1:

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

29 Parcel 2:

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

33 Parcel 3:

1 THE SOUTH 242.29 FEET (AS MEASURED ALONG THE EAST LINE) OF
2 LOT 8 IN BLOCK 14 IN ARTHUR T. McINTOSH & COMPANY'S
3 CRAWFORD COUNTRYSIDE UNIT NO. 2, BEING A SUBDIVISION OF THE
4 SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE
5 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
6 PLAT THEREOF RECORDED JANUARY 23, 1952 AS DOCUMENT NO.
7 15259571, IN COOK COUNTY, ILLINOIS; ALSO, THAT PART OF
8 ADJOINING STREET.

9 Parcel 4:

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

16 Parcel 5:

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

24 Parcel 6:

25 THE EAST 100.0 FEET OF THE SOUTH 125.0 FEET OF LOT 4 IN
26 BLOCK 13 IN ARTHUR T. McINTOSH AND COMPANY'S CRAWFORD
27 COUNTRYSIDE UNIT NO. 2, BEING A SUBDIVISION OF THE
28 SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE
29 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
30 ILLINOIS; ALSO, THAT PART OF ADJOINING STREET.

31 Parcel 7:

32 THE WEST HALF OF THE SOUTH 125 FEET OF LOT 4, IN BLOCK 13,
33 IN ARTHUR T. McINTOSH AND COMPANY'S CRAWFORD COUNTRYSIDE
34 UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF

1 SECTION 15, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD
2 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, THAT
3 PART OF ADJOINING STREET.

4 Parcel 8:

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

11 Parcel 9:

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

18 Parcel 10:

19 THAT PART OF THE NORTHWEST QUARTER AND THE SOUTHWEST
20 QUARTER OF SECTION TWENTY ONE, TOWNSHIP FORTY-ONE NORTH,
21 RANGE NINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED
22 AND DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF
23 SECTION TWENTY-ONE, AFORESAID; THENCE SOUTH 00 DEGREES 20
24 MINUTES 03 SECONDS WEST, BEING AN ASSUMED BEARING ON THE
25 EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION
26 TWENTY-ONE, A DISTANCE OF 567.31 FT. TO THE WESTERLY LINE
27 OF JACOBS' FARM SUBDIVISION, RECORDED NOVEMBER 4, 1994 AS
28 DOCUMENT NO. 94944947; THENCE SOUTH 38 DEGREES 21 MINUTES
29 58 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID JACOBS'
30 FARM SUBDIVISION, A DISTANCE OF 108.45 FT. TO THE APPARENT
31 NORTHERLY RIGHT-OF-WAY LINE OF IRVING PARK ROAD (ALSO KNOWN
32 AS ILLINOIS ROUTE 19); THENCE NORTH 57 DEGREES 29 MINUTES
33 24 SECONDS WEST, ON SAID APPARENT NORTHERLY RIGHT-OF-WAY
34 LINE, A DISTANCE OF 266.15 FT. (266.40 FT.=DEED) TO AN

1 ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE CONTINUING
2 NORTH 53 DEGREES 43 MINUTES 44 SECONDS WEST, ON SAID
3 APPARENT NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 284.32
4 FT. TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE
5 CONTINUING NORTH 51 DEGREES 25 MINUTES 54 SECONDS WEST, ON
6 SAID APPARENT NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF
7 657.65 FT. (657.68 FT.=DEED) TO THE MOST SOUTHERLY CORNER
8 OF OUTLOT "H" IN STERLING OAKS UNIT TWO, RECORDED JULY 15,
9 2002 AS DOCUMENT NUMBER 0020769602 AND AMENDED BY
10 CERTIFICATE OF CORRECTION RECORDED AUGUST 12, 2002 AS
11 DOCUMENT NUMBER 0020876507; THENCE NORTH 38 DEGREES 28
12 MINUTES 51 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF
13 SAID STERLING OAKS UNIT TWO, A DISTANCE OF 65.47 FT.;
14 THENCE SOUTH 51 DEGREES 25 MINUTES 54 SECONDS EAST, A
15 DISTANCE OF 69.76 FT.; THENCE SOUTH 39 DEGREES 05 MINUTES
16 55 SECONDS EAST, DISTANCE OF 167.72 FT.; THENCE SOUTH 88
17 DEGREES 08 MINUTES 41 SECONDS EAST, A DISTANCE OF 150.79
18 FT.; THENCE NORTH 45 DEGREES 51 MINUTES 58 SECONDS EAST, A
19 DISTANCE OF 145.34 FT.; THENCE NORTH 12 DEGREES 30 MINUTES
20 09 SECONDS EAST, A DISTANCE OF 85.19 FT.; THENCE NORTH 24
21 DEGREES 28 MINUTES 33 SECONDS EAST, A DISTANCE OF 147.51
22 FT.; THENCE NORTH 39 DEGREES 03 MINUTES 52 SECONDS EAST, A
23 DISTANCE OF 248.14 FT. (248.33 FT=DEED); THENCE SOUTH 61
24 DEGREES 25 MINUTES 18 SECONDS EAST, A DISTANCE OF 46.86 FT.
25 TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 99.59 FT.
26 ALONG THE ARC OF A CURVE, CONCAVE NORTHEASTERLY AND HAVING
27 A RADIUS OF 180.0 FT., AND A CHORD DISTANCE BEARING OF
28 SOUTH 77 DEGREES 16 MINUTES 17 SECONDS EAST, AND A CHORD
29 DISTANCE OF SOUTH 98.32 FT. TO THE POINT OF TANGENCY;
30 THENCE NORTH 86 DEGREES 52 MINUTES 44 SECONDS EAST, A
31 DISTANCE OF 199.89 FT. TO THE EAST LINE OF THE NORTHWEST
32 QUARTER OF SAID SECTION TWENTY-ONE; THENCE SOUTH 00 DEGREES
33 20 MINUTES 03 SECONDS WEST, ON THE EAST LINE OF THE
34 NORTHWEST QUARTER OF SAID SECTION TWENTY-ONE, A DISTANCE OF

1 420.86 FT. TO THE POINT OF BEGINNING, IN HANOVER TOWNSHIP,
2 COOK COUNTY, ILLINOIS, CONTAINING 16.612 ACRES MORE OR
3 LESS. ALSO ALL THAT PART OF IRVING PARK ROAD (ALSO KNOWN AS
4 ILLINOIS ROUTE 19) LYING SOUTHWESTERLY OF AND ADJOINING THE
5 ABOVE DESCRIBED PROPERTY, ALL IN COOK COUNTY, ILLINOIS.

6 Parcel 11:

7 THAT PART OF SECTIONS EIGHT, SIXTEEN AND SEVENTEEN,
8 TOWNSHIP 41 NORTH, RANGE NINE, EAST OF THE THIRD PRINCIPAL
9 MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE
10 INTERSECTION OF THE SOUTH LINE OF THE 100 FOOT WIDE
11 RIGHT-OF-WAY OF GOLF ROAD (ILLINOIS ROUTE 58) AND THE EAST
12 LINE OF THE 66 FOOT WIDE RIGHT-OF-WAY OF ROHRSSSEN ROAD;
13 THENCE SOUTH 16 DEGREES 32 MINUTES 42 SECONDS WEST ALONG
14 THE EAST LINE OF SAID ROHRSSSEN ROAD RIGHT-OF-WAY 310.04
15 FT.; THENCE NORTH 73 DEGREES 27 MINUTES 18 SECONDS WEST,
16 66.00 FT. TO A POINT IN THE WEST RIGHT-OF WAY LINE OF SAID
17 ROHRSSSEN ROAD; THENCE SOUTH 89 DEGREES 36 MINUTES 01
18 SECONDS WEST, 807.31 FT.; THENCE NORTH 00 DEGREES 29
19 MINUTES 00 SECONDS WEST, 81.82 FT.; THENCE SOUTH 87 DEGREES
20 13 MINUTES 49 SECONDS WEST, 725.00 FT.; THENCE NORTH 00
21 DEGREES 48 MINUTES 30 SECONDS WEST, 673.60 FT. TO A POINT
22 IN THE SOUTH LINE OF SAID 100 FOOT WIDE RIGHT-OF-WAY OF
23 GOLF ROAD AFORESAID, SAID POINT BEING ON A 3947.40 FOOT
24 RADIUS CURVE; THENCE EASTERLY ALONG SAID 3947.40 FOOT
25 RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 17.70 FT. TO A
26 POINT OF TANGENCY IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH
27 75 DEGREES 16 MINUTES 32 SECONDS EAST, 1482.69 FT. TO A
28 POINT OF CURVATURE IN SAID RIGHT-OF-WAY LINE; THENCE ALONG
29 A 4126.70 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF
30 181.70 FT. TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF SAID
31 ROHRSSSEN ROAD; THENCE SOUTH 79 DEGREES 03 MINUTES 37
32 SECONDS EAST, 66.32 FT. TO THE POINT OF BEGINNING, TOGETHER
33 WITH ALL THAT PART OF THE 100 FOOT WIDE GOLF ROAD
34 RIGHT-OF-WAY LYING NORTH OF AND ADJACENT TO THE ABOVE

1 DESCRIBED TRACT OF LAND, ALL IN COOK COUNTY, ILLINOIS,
2 CONTAINING 21.94 ACRES MORE OR LESS.

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